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MICHIGAN DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION [MERC]

POLICE OFFICERS LABOR COUNCIL,

Union,

MEDIATION CASE No. *L99

-v-

H-9002

CHARTER TOWNSHIP OF LANSING,

Employer.

HOMER LAFRINERE
POLICE OFFICERS LABOR COUNCIL
Union Delegate
563 Sterling Drive
Dimondale MI 48821

GEORGE J. BRANNICK, ESQ.
Panel Chairperson
404 S. Jackson Street
Jackson MI 49201

JOHN DAHER
Charter Township of Lansing
Employer Delegate
3209 W. Michigan Avenue
Lansing MI 48917

PANEL DECISION OF 12/1/2000

1. The Panel adopts the terms of the Agreement exchanged between the parties on March 17, 2000.
2. The Panel adopts the Letter of Understanding referenced: Article 25 - Retirement, Section 3, as attached.
3. The Panel adopts a change in Article 17 - Earned Time Off, increasing the maximum allowable accumulation from sixty (60) hours to one hundred (100) hours, as attached.

4. RETROACTIVITY

- (A) Union's Position - the Contract should be retroactive for all active and former employees.
- (B) Employer's Position - the Contract will be retroactive only for those bargaining unit employees on the active payroll as of 12/1/2000.

The Panel Chairperson adopts the Employer's position on retroactivity.

PANEL DECISION ACCEPTED:

John Dales = ALL DECISIONS
EMPLOYER DELEGATE

Samuel Parnell = ALL DECISIONS
PANEL CHAIRPERSON

Harold Holmes = DECISIONS #1, #2, AND #3 ONLY.
UNION DELEGATE

PANEL DECISION REJECTED:

Harold Holmes = DECISION #4
Union Delegate

CHARTER TOWNSHIP OF LANSING

3209 W. MICHIGAN AVENUE

LANSING, MICHIGAN 48917

LETTER OF UNDERSTANDING #3

The Employer, the Charter Township of Lansing, and the Union, Police Officers' Labor Council, Supervisory Bargaining Unit, agree as follows:

1. The Employer, under Article 25 - Retirement, Section 3, provides eligible employees with health insurance for retiree and spouse;
2. The present carrier, PHP, has limitations for retirees who permanently change their address to out-of-area;
3. The Employer, upon receiving written notification that a retiree has permanently changed his/her address to out-of-area, will implement substitute health insurance coverage at an equivalent but not necessarily identical level at no cost to the retiree and/or eligible spouse within thirty (30) days or as soon as reasonably possible after receipt of notification. It is the intent of the parties that substitute health insurance be implemented without a lapse in coverage. The benefits provided under Article 25 - Retirement, Section 3, except as may be modified by this Letter of Understanding, will be continued.

FOR THE EMPLOYER:

John Dahl

FOR THE UNION:

Harold Saloner 12-1-00
Kenneth R. Saloner 12-01-00

SECTION 4. Approval of Overtime.

- A. All overtime shall be authorized by that shift supervisor who is in charge of the Department during the period of time when the overtime is actually worked or the individual officer's immediate supervisor, except under those conditions as described in this Article. Section 2(A).
- B. The individual officer's immediate supervisor shall have the responsibility of communicating the overtime authorized to the shift supervisor who is in charge of the Department during the period when the overtime is actually worked.

SECTION 5. Pyramiding. Payment for overtime and call back time shall not be duplicated for the same hours worked.

ARTICLE 17 - EARNED TIME OFF

SECTION 1. All employees covered by this Agreement shall have the option to exchange any overtime worked for Earned Time Off (ETO) hours at the rate of time and a half (1½), under the following conditions:

- A. One hundred (100) hours maximum accrual each year of the contract and may be carried over from year to year.
- B. Any usage or partial usage of accumulated ETO will be charged against the accumulated ETO bank.
- C. The ETO option will be made by the employee at the pay period that it is worked.
- D. ETO may be used in one (1) hour increments and may be used in conjunction with vacation periods; however, no more than thirty (30) hours of ETO may be used when in conjunction with vacation periods.
- E. An employee may utilize earned ETO only with the prior approval of the Chief of Police or his/her designee.
- F. Employees will be granted ETO in accordance with a first come, first serve basis. If determination cannot be made which request was first, ETO will be granted on a seniority basis.