

1951

Act 312

MERC Case No. L 97 B-3058

Stipulated Award

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
JUN 17 1999
11:00 AM
DETROIT

It is hereby stipulated and agreed by and between the City of Saginaw (hereinafter referred to as the "City") and the Saginaw Fire Fighters Association Local 102 (IAFF) (hereinafter referred to as the "Union") that the following award shall be issued by the Act 312 arbitration panel in MERC Act 312 Case No. L97 B-3058:

1. The parties' contract shall be in effect for a period of three (3) years commencing on July 1, 1997 to and including June 30, 2000.
2. The parties' contract shall be the same as the parties' prior contract (in effect from July 1, 1994 to June 30, 1997) except as amended by the terms of this stipulated award.
3. The parties' tentative agreements signed on June 7, 1999 shall be included in the parties new contract.
4. Appendix B Compensation Plan by range shall be revised as follows:
 - ❖ Effective July 1, 1997 three and one-quarter (3.25%) percent across the board.
 - ❖ Effective July 1, 1998 three and one-quarter (3.25%) percent across the board.
 - ❖ Effective July 1, 1999 three and one-quarter (3.25%) percent across the board.
5. A retroactive payment (consisting of the difference between the rates set forth above and the rates actually paid between July 1, 1997 and the start of the June 25, 1999 payroll period) will be paid for all hours worked between July 1, 1997 and June 25, 1999. The retroactive payment will be paid within thirty (30) days after June 7, 1999.
6. A two hundred and fifty dollar cash stipend shall be paid to all employees who were in the bargaining unit on June 7, 1999.
7. Article VII, Section I Grievances and Grievance Procedures, Step 5 shall be revised to provide as follows:

Step 5. All grievances unsettled in the previous step may, within a 15 day period after the decision of the City Manager or designated representative is rendered, be submitted by the Union for final and binding arbitration to FMCS in accordance with the rules of that agency. Effective 6-7-99, the Union may submit to final and binding arbitration to FMCS or American Arbitration Association in accordance with the rules of the designated agency. The expenses of the arbitration proceedings including the expenses of a transcript, if requested by both parties, and including the expenses of the arbitrator shall be borne equally by both parties. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the functions or responsibilities of the parties to this Agreement. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision. The decision of the arbitrator shall be final and binding on all parties if within the scope of his authority as set forth above, and they hereby agree to abide by such decisions.

8. Article XIV Retirement Benefits, Section 1 Pension shall be revised to provide as follows:

Section 1. Pension. All employees in this bargaining unit shall participate in and receive the benefits of the Saginaw Police-Fire Retirement System as prescribed in the Saginaw City Charter and City Ordinance No. D-678, which is incorporated herein by reference.

Upon application for retirement, a member may request and the Employer shall provide a list of all wages by pay period, inclusive of any other special wages

that would normally be used for pension computation, for the ten years previous to the anticipated date of retirement.

Upon retirement an employee may use his final pay check, including payment for unused sick leave or vacation, if any, to purchase military service credit as provided in Section 115 of Ordinance No. D-678, as amended, and incorporated herein by reference: Provided; however, that once an employee is retired military service credit cannot be purchased.

For the purposes of this agreement, the Saginaw Police and Fire Retirement System Ordinance No. D-678 shall be amended as follows:

- a. 2.40 percent multiplier will be changed to 2.50 percent effective July 1, 1991.
- b. 2.60 percent multiplier effective January 1, 1994.
- c. Effective July 1, 1997, the multiplier shall be amended to 2.60 percent for the first 25 years and 2.75% for all service credit after 25 years.
- d. Effective July 1, 1997, the Union may request a modification in the multiplier to 2.80 percent for all years of service provided that any increased cost in the City's contribution to the pension system shall be borne by members of the unit and there shall be no additional cost to the City. The increased costs in the City's contribution may be offset by an increase in the employee's pension contributions or by other changes to the pension plan resulting in cost reductions to the City's contribution rate as determined by the plans actuaries.
- e. Guaranteed Living Standard for singles upon ratification of contract. Effective July 1, 1997, the Guaranteed Living Standard shall be deleted from the contract.
- f. Disability pension re-computation age lowered from 55 to 52 years, effective July 1, 1993. Effective June 7, 1999, the duty disability pension recomputation

age shall be lowered from 52 to 50 thus amending Sections 124.1 and 124.2 of the Police and Fire Pension Ordinance.

- g. Effective June 7, 1999, Section 122 Non-duty Disability Pension in the Pension Ordinance shall be revised to provide as follows:

Section 122. Non-duty Disability Pension.

122.1 A member who retires on account of disability, as provided in Section 121 hereof, shall receive a disability pension computed according to subsections 118.1 and 118.4. If the said member retires prior to his/her attainment of age 50 years, his/her credited service shall be increased, for the exclusive purpose only of computing his/her disability pension, by the number of years and fraction of a year, not to exceed ten years, in the period from the date of his/her disability retirement to the date he/she would attain age 50 years. His/her said disability pension shall be subject to Sections 128 and 129. Upon his/her retirement he/she shall have the right to elect, in lieu of a straight life disability pension, to receive his/her disability pension under an option provided for in Section 120.

- h. Employees who retired between July 1, 1997 and June 7, 1999 shall have the option to either receive the pension benefits in effect prior to this award or to receive the pension benefits set forth in this award (up to a 2.8% multiplier). The retiree shall notify the City of which option he/she has selected in writing within 30 days after the date of this award.
- i. Military service credit to be purchased at the MERS rate of 5% rather than 10%.
- j. The provision which addresses repaying pension contributions refunded within four years upon reemployment is eliminated for contributions withdrawn after July 1, 1994.

9. Article V Union Activities, Section 4 Grievance Committee and Union Meetings shall be revised to provide as follows effective June 7, 1999:

The president and vice president may request time off from the chief to attend to such matters as employee grievance and union meetings. In addition the president or alternate may be released (for the time necessary) up to four days during the fiscal year for 3rd district meetings. Another alternate may also request time off if no overtime is incurred by the City. Permission so requested shall not be unreasonably withheld.

10. Article XIII Health and Hospitalization Insurance, Section 5 Dental Insurance shall be revised to provide as follows effective June 7, 1999:

Section 5. Dental Insurance. First paragraph no change. Effective October 1, 1980, the Employer shall provide to employees covered by the agreement and their families, as defined by the Delta Dental Plan of Michigan, Inc., the Delta Dental Plan of Michigan, Inc., 100% Class I and 50/50 Class II benefits. Class I and Class II benefits to be defined by the Delta Dental Plan of Michigan, Inc. The City shall pay the full cost of this dental plan.

Effective June 7, 1999, the second paragraph shall be revised to provide as follows:

This provision shall not apply to those employees who retired after June 7, 1999. The Employer shall provide to employees covered by this agreement who retire after October 1, 1980, and prior to June 7, 1999 as defined by the Delta Dental Plan of Michigan, Inc., the Delta Dental Plan of Michigan, Inc., 100% Class I and 50/50 Class II benefits. Class I and Class II benefits to be defined by the Delta Dental Plan of Michigan, Inc. The City shall pay the full cost of this dental plan and no other benefits will be offered in lieu of this benefit in the event the employee elects not to be covered.

11. Article XII Annual Leave, Section 4 Scheduling of Annual Leaves shall be revised to provide as follows effective June 7, 1999:

Section 4. Scheduling of Annual Leave. The City and the Union agree to maintain the present vacation scheduling policy as embodied in standard operating procedures of the Department provided that all requests for unscheduled vacation must be received prior to 0730 or 1930 of the duty day requested.

12. Article XVI Miscellaneous Benefits, Section 3 Holiday Compensation shall be revised by adding the following new subsection A to provide as follows:

Section 3A. Effective June 7, 1999 40 hour employees called back to work on a designated holiday shall receive double-time for all hours worked.

13. Article XVI Miscellaneous Benefits, Section 4 shall be amended to provide as follows:

Section 4. Holiday Designated:

1. New Year's Day
2. Martin Luther King
3. Good Friday
4. Memorial Day
5. July 4th
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. Employee's Own Birthday

Effective June 7, 1999 the Friday after Thanksgiving shall be a designated holiday for 40 hour employees.

14. Article XV Sick Leave and Injury Time, Section 2 Injury Time shall be revised, effective June 7, 1999 to provide as follows:

Each full time, regular, employee and each probationary employee occupying a full time position who is unable to work as a result of an injury arising out of and in the course of his/her employment with the City, shall receive full pay for the resultant time lost during a period not to exceed twenty six (26) weeks following date of injury and seventy-five (75%) percent of regular pay for any such time lost in the subsequent twenty six (26) weeks, provided, however that a committee composed of the City Manager, City Attorney, Health Officer and a non-voting Union delegate may grant additional twenty-five (25%) percent in individual cases with cause, and provided further that the committee determination shall be reviewed at least once in a four (4) week period.

Employee can attain 25% in subsequent 26 weeks with any accrued time.

Paragraphs 2, 3 and 4 remain the same.

15. All other provisions of the parties' prior agreement shall remain in effect and be incorporated in the parties' new contract.

Dated: 6/7/99

Ronald R. Kesterson

Union

Dennis B. DeBary

City

William E. Long

Chairperson