

2097

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

ACT 312 ARBITRATION

CITY OF RIVERVIEW, POLICE PATROL
OFFICERS

Employer,

-and-

POLICE OFFICERS LABOR COUNCIL,

Union.

MERC Case No. D00 A-1014

ARBITRATOR:

Karen Bush Schneider, Esq.

DATE OF ARBITRATION HEARING:

Thursday, January 25, 2001

APPEARANCES:

FOR THE EMPLOYER:

Richard James, Esq.
13305 Reeck Road
Southgate, MI 48195

FOR THE UNION:

Mark Douma, Esq.
667 East Big Beaver, Suite 205
Troy, MI 48083

PANEL DELEGATES:

Randy Altimus
Personnel Director
City of Riverview

John Viviano
Police Officers Labor Council

STIPULATED AWARD

The parties stipulated to the following Award in this matter:

The tentative agreement reached on June 28, 2000, with the exceptions noted, *infra*, will be incorporated into the successor agreement:

I. TENTATIVE AGREEMENT OF JUNE 28, 2000.

City of Riverview

Contract Negotiations

Patrol Unit

June 28, 2000 REVISED January 25, 2001

FINAL

Any Union Proposal not covered in the City's proposal is rejected.

Effective July 1, 2000:

NEW: FTO Compensation propose to add one and one half hour straight time to straight time (8 hours) actually worked on FTO Assignment. Payment will only occur if the FTO works for a minimum four hour period with the new trainee. The Compensation Time payment is eliminated.

New: Overtime in Connection with Sick Time or Leave Without Pay.

If a Patrol Officer has **no sick and vacation and personal** leave time whatsoever and calls off during a payroll pay period said Patrol Officer will be placed at the bottom of the overtime board for all overtime purposes for the balance of the pay period. At the discretion and approval or order of the Police Chief or Deputy Police Chief or their designee said employee would only be able to work overtime for that single pay period.

The above provision shall not apply to an employee who may have or an immediate family member who may be suffering a catastrophic or debilitating illness. Immediate family member shall be defined as the spouse and children only.

New: Call-Out Procedures – Overtime:

If a Unit member is called for overtime and there is no personal contact with the Unit member (*i.e.*, No answer, answering machine or a not at home response from someone other than the Unit member) the Unit member is charged for the proposed overtime. **If the Officer has been called and the Officer did not respond to the call in but subsequently calls in and requests the overtime assignment, overtime shall be given to said employee if the overtime assignment has not already been assigned. The Officer will not be charged with an additional eight (8) hours.**

Wages – Patrol:

July 2000 2.60%

July 2001 2.80%

July 2002 2.80%

July 2003 3.00%

Wages – Dispatcher:

July 1, 2000

July 1, 2001

July 1, 2002

July 1, 2003

\$14.81 per hour

plus clerical agreed to

percent rate

increases if any on 7/1/00

Me Too on wage

increases with clerical

for the next three year period.

July 1, 2004 \$500.00 added to base pay of 2080 hours.

(Patrol Only.)

Patrol Officers receive a One-time signing bonus on July 1, 2000 in the amount of \$750.00 per Officer.

Wage as annual salary (2080 hours)

July 1, 2000 – \$49,857.60 (2.6%) Plus \$750.00 sign bonus

July 1, 2001 – \$51,253.61 (2.8%)

July 1, 2002 – \$52,686.40 (2.8%)

July 1, 2003 – \$54,267.20 (3.0%)

July 1, 2004 add \$500.00 to base pay 2080 hours patrol only. (\$54,767.20)

Shift Differential Patrol Only:

Shift Differential pay increase lump sum based on percentages of wages listed above.

Health Care Patrol and Dispatcher:

Eliminate Article 13, Section 13.3C and add:

Community Blue Plan 1 **with riders w/cbmhp 20%, cbpcm \$500, cbet \$0** with a \$5.00 generic/\$10.00 name brand drug card. The Patrol Officer can stay at the current PPO health care plan and \$3.00 drug card. But the officer must pay the difference between the Community Blue Plan 1 with a \$5.00 generic/\$10.00 name brand drug card and the current PPO Plan with \$3.00 drug card. **If an Officer or their family member reach the \$5,000,000 lifetime maximum on the City's health care plan while the Officer is an employee with the City said Officer can place himself or his family member (whichever is applicable) on the current PPO health care program with a \$5.00 generic/\$10.00 name brand drug card with no payment due by the employee to the City for the monthly premium.**

Retirement Patrol and Dispatcher:

ADD Language:

A. Bargaining unit members retiring after July 1, 2000 shall go to Medicare complimentary coverage when the retiree and spouse become eligible for Medicare. A member retiring after July 1, 2000 shall abide by the City duplicate health care policy. A bargaining unit member retiring after July 1, 2000 is responsible for Medicare B premiums and all future associated costs with the Federal Medicare Program.

B. Bargaining unit members retiring after July 1, 2000 can go to Community Blue PPO plan 1 health care coverage with a \$5.00 generic/\$10.00 brand name Co-Pay Drug Rider. Retiree can go to Traditional Coverage if the retiree moves out of state only. (**Article 13, Section 13.3 D stays the same**). The retiree can go to the Plan(s) PPO (current) if the retiree chooses. When eligible, the retiree must go to the complimentary health coverage.

Dental go to BC/BS for the Employees of the Patrol and Dispatch Group:

100% CI

50% CII

50% CIII

Maximum \$1000

Ortho 50% Max \$1,000

\$1,600/year Duplicate health payment maximum for the life of the contract. If the employee opts out of health care there will be no duplicate vision coverage.

Sick Time/Bonus Days Patrol Only:

Agree to Union proposal Article 11, Section 11.3 for Patrol Officers only. Change June 9,

1989 to July 1, 2000. Clause in effect July 1, 2000.

Department Promotions and Assignments Patrol Only:

Propose to modify to reflect employees in work assignments may not be reassigned to the same work assignment unless there are no other employees seeking assignment to that work assignment. This includes but is not limited to DARE, Bike, Detective, DRANO and Traffic. **This does not apply to normal Patrol Unit responsibilities.**

Steady Shift Patrol Only:

The City agrees with the Patrol bargaining unit that the City will work with the Union in concept to develop a steady shift program during the duration of this contract only. This concept to work with the Union on a steady shift program will not negate the City's right to establish any work schedule the City so chooses as is the current City right today and under Section 27.1, sub-section k. The City would also re-open the shift differential payment if a steady shift schedule is agreed to by the city and the Patrol bargaining unit.

DISPATCHER ONLY:

Article 33 (R)

Should the City implement a central dispatch Article 33 (Q) above shall be modified by the requirements set forth in the central dispatch parameters as set by the City which may require all dispatchers to rotate shifts to provide 24 hour coverage as needed.

PATROL ONLY:

On-Call with the beeper/pager/telephone:

Detective Bureau Post paid July 1, 2001 for July, 2000 fiscal year – \$500.00

Detective Bureau Post paid July 1, 2002 for July, 2001 fiscal year – \$500.00

Detective Bureau Post paid July 1, 2003 for July, 2002 fiscal year – \$500.00

Detective Bureau Post paid July 1, 2004 for July, 2003 fiscal year – \$500.00

On-Call with beeper/pager/telephone:

Traffic Officer(s) Post paid July 1, 2001 for July, 2000 fiscal year – \$250.00/Officer(s)

Traffic Officer(s) Post paid July 1, 2002 for July, 2001 fiscal year – \$250.00/Officer(s)

Traffic Officer(s) Post paid July 1, 2003 for July, 2002 fiscal year – \$250.00 Officer(s)

Traffic Officer(s) Post paid July 1, 2004 for July, 2003 fiscal year – \$250.00/Officer(s)

Officer(s) benefit will be prorated for Traffic and Detective Bureau receiving this on-call payment. The Chief, or his designee have the option to assign, or eliminate the assignment at any time a Traffic Officer(s) or the Detective(s) cell phone, pager or beeper carry requirement.

Under no circumstances will the City pay more than \$500.00 to any one Detective or \$250.00 to any one Traffic Officer in a fiscal year.

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II. SIGNING BONUS

The parties stipulated that the successor agreement shall contain a one-time signing bonus of Seven Hundred and Fifty and no/100 Dollars (\$750) per Officer, effective with the execution of the agreement.

III. DUPLICATE HEALTH CARE COVERAGE

The City and the Union mutually agree that duplicate health care coverage is both inefficient and uneconomical. To avoid duplication of coverage, the Employer shall require all employees to disclose to the office of the City Manager the existence of all health care

coverage available to the employee. Such disclosure shall include the following information and shall be on a form provided by the office of the City Manager:

1. The name of the alternative health care provider;
2. The contract number;
3. The name of the individual through whom the insurance is available;
4. The name of that individual's employer, if applicable;
5. Any other information deemed necessary by the Employer.

In the event that the employee has alternative insurance coverage available which is substantially equal or better than that provided by the Employer, the employee shall be required to make an election of coverage from the following options:

1. The employee may elect to receive single member coverage from the City of Riverview on the same terms and conditions it is provided to other members of the employee's applicable bargaining unit. In the event that the employee elects this coverage, then and in that instance the employee shall be required to provide evidence that he or she has been dropped from alternative health care coverage available to the employee.
2. If the employee elects to maintain the alternative coverage, the City of Riverview agrees to pay to said employee One Thousand Six Hundred (\$1,600) Dollars.

In no event shall the employee be permitted to maintain both the alternative health care coverage and the coverage provided to the employee pursuant to the applicable collective bargaining agreement.

Effective 07/01/00, if the employee elects to maintain alternative coverage, the City of Riverview agrees to pay for the Dental Rider only. The City will not pay for vision coverage.

Any employee failing to comply with the disclosure provisions of this section shall be notified of such failure and given ten (10) days within which to make such disclosure. The ten (10) day period may be extended by the City Manager for good

cause shown. Failure to make disclosure within the ten (10) day period, or the period as extended by the City Manager, shall result in the termination of health care coverage as provided by the Employer. Such termination of the coverage shall continue until such time as the employee complies with the disclosure requirement. The City Manager will notify the employee of the decision to terminate health care insurance coverage. The reinstatement of insurance coverage, if appropriate, shall be subject to the eligibility requirements of the insurance carrier.

An employee whose coverage has been terminated pursuant to the provisions of this section shall have a right to appeal that decision through the grievance procedure. Such appeal shall be made within ten (10) days of the date that the employee is notified by the City Manager that coverage will be terminated.

Payment of the alternative stipend shall be made in accordance with the following:

- a. Payment shall be made semi-annually;
- b. Payments are made in arrears, and shall be prorated at the time of hiring or leaving the City.

The parties stipulated that with regard to the foregoing language, the parties shall place it appropriately in the successor agreement.

IV. WAGE ADJUSTMENT

The parties stipulated that effective July 1, 2004, the Employer shall add Five Hundred and no/100 Dollars (\$500) to the wage scale for Patrol Officers, as indicated on pages 3 and 4, above.

V. RETROACTIVITY

The parties stipulated that the wages shall be retroactive to July 1, 2000, and shall be payable to any bargaining unit member actively employed as of January 25, 2001.

VI. DURATION

The new contract shall expire on July 1, 2004.

VII. OTHER PROVISIONS

All other provisions of the expired collective bargaining agreement not identified above shall continue forward in the successor agreement.

Respectfully submitted,

Karen Bush Johnson

Karen Bush Schneider
Panel Chairperson

Randy D. Altman

Randy Altimus, Delegate
City of Riverview

City of Riverview

John Viviano, Delegate
Police Officers Labor Council

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