

121

Sub. 12/29/95

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of Statutory Arbitration
pursuant to PA 312 of 1969, being
MCLA 423.231 et seq, as amended, between:

ANN ARBOR POLICE OFFICERS ASSOCIATION -
COMMUNICATIONS OPERATORS AND
TELECOMMUNICATORS,

-and-

CITY OF ANN ARBOR.

Merc Case No. D-94 F-1511

Chairperson: Charles Ammeson

Union Delegate: Charles Ghent

City Delegate: Richard Parker

Date Decision Rendered: December 29, 1995

ARBITRATOR'S OPINION

Attorney for the Union:

SACHS, WALDMAN, O'HARE, HELVESTON,
HODGES AND BARNES, P.C.
BY: Ronald R. Helveston
1000 Farmer Street
Detroit, Michigan 48226
(313) 965-3464

Attorney for the City:

CITY OF ANN ARBOR
BY: Stacey M. Washington
100 N. Fifth Ave.
P.O. Box 8647
Ann Arbor, MI 48107
(313) 994-2670

Ann Arbor, City of

APPEARANCES

Name	Title	Employer/Union
Ronald R. Helveston	Attorney	Ann Arbor Police Officers Assoc. - Communications Operators & Telecommunicators
Tamara Smith	Legal Assistant	Ann Arbor Police Officers Assoc. - Communications Operators & Telecommunicators
Charles Ghent	AAPOA Vice President	Ann Arbor Police Officers Assoc. - Communications Operators & Telecommunicators
Dennis Aguirre	AAPOA President	Ann Arbor Police Officers Assoc. - Communications Operators & Telecommunicators
Julie Howell	AAPOA Steward	Ann Arbor Police Officers Assoc. - Communications Operators & Telecommunicators
Richard Parker	Labor Negotiator	City of Ann Arbor
Stacey M. Washington	Assistant City Attorney	City of Ann Arbor

LIST OF ISSUES

- 1 Wages
- 2 COLA
- 3 Longevity
- 4 Uniform Allowance Increase
- 5 Optical Insurance
- 6 Dental Insurance
- 7 Health Insurance
- 8 Pension Eligibility
- 9 Maternity Leave
- 10 Personal Leave
- 11 Parking
- 12 Compensatory Time
- 13 Retiree Life Insurance
- 14 Bargaining Unit Work
- 15 Double Time for 7th Day Worked
- 16 Double Time for Call Back Within 8 Hours of End of Regular Shift
- 17 Scheduling of Overtime
- 18 Voucher for Uniform Replacement
- 19 Use of Temporary and Casual Employees
- 20 Education Reimbursement
- 21 Equalized Overtime Rate
- 22 Workers Compensation Supplement
- 23 Parking Benefit
- 24 Pension Factor for Employees Hired After July 1, 1989
- 25 Medical Cost Containment

FINDINGS OF FACT AND OPINION

The Ann Arbor Police Officers Association (hereinafter the "Union"), on behalf of its Communications Operators and Telecommunicators, filed for binding interest arbitration pursuant to Act 312, Public Acts of 1969 as amended (being MCLA 429.231 et seq), by Petition dated April 13, 1995.

As provided by Act 312, the arbitration panel is comprised of a delegate chosen by each party to the dispute and an impartial chairperson selected by the parties or by the Michigan Employment Relations Commission. The instant Panel is comprised of Chairperson Charles Ammeson, Richard Parker, Panel member selected by the City, and Charles Ghent, Panel member selected by the Union.

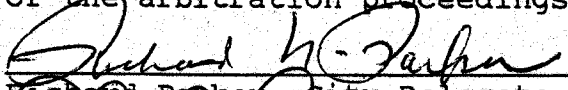
Prior to the pre-hearing conference on June 27, 1995, by agreement between the Union and the City of Ann Arbor (hereinafter the "City" or the "Employer"), the Communications Operators and Telecommunicators were absorbed into the Police Patrol bargaining unit also represented by the Union. Because these two previously separate bargaining units have been merged, it was anticipated by both parties that many of the issues before this Panel would be resolved prior to the arbitration hearing.

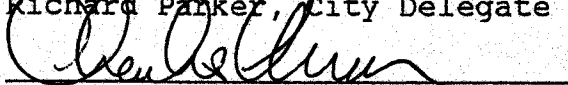
The arbitration Panel has received evidence on both Union and City issues. The parties have agreed to utilize the July 1, 1995 to June 30, 1998 collective bargaining agreement between the City and its police patrol bargaining unit as the "master agreement" to which the attached modifications will be incorporated. Underlining and through-scoring are included only for the benefit of the

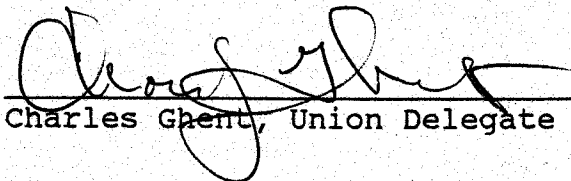
parties responsible for editing the agreement.

The following Award is based upon the evidence received. The order set forth below also falls squarely within the boundaries of the eight statutory factors.

The Employer has prior existing contracts with the Union, and none of the demands by the Employer or the Union are outside the authority of the Employer. Of particular importance was the absorption into the Police Patrol Bargaining Unit of the Communications Operators and Telecommunicators, also represented by the Union. The arbitration panel was convinced that the concept of a "Master Agreement" would be of overriding importance to equitable and peaceful employee relations between the employees and the City. The public interest will not only be served because of this accomplishment, but because the award comports with the criteria delineated in §9 of Act 312, the Consumer Price Index, and overall compensation. No significant changes occurred during the pendency of the arbitration proceedings.


Richard Parker, City Delegate


Charles Ammeson, Chairperson


Charles Ghent, Union Delegate

Dated: December 29, 1995

Dissents: None.

ORDER

1. Wages:

IT IS ORDERED that Article 10, Wages and Benefits, Section 1, subsections (b), (c), (d) and (e) shall read as follows:

(b) For Communications Operators and Telecommunicators, there shall be a 2.0% increase in wages retroactive from July 1, 1992 1994 through ~~June 30, 1993~~ December 31, 1994 ~~{retroactive-for current-employees-only}~~ and, a further 2.0% increase in wages retroactive from ~~July 1, 1993~~ January 1, 1995 through June 30, 1994 1995 ~~{retroactive-for-current-employees-only}~~, a further 2.0% increase effective and retroactive to July 1, 1995 through December 31, 1995, a further 1.0% increase effective January 1, 1996 through June 30, 1996, a further 2.75% increase effective July 1, 1996 through June 30, 1997, a wage reopener only effective July 1, 1997 through June 30, 1998.

(c) ~~Effective-retroactive-to-November-23, 1993,~~ Employees in the classification of Communications Operator ~~with one year of service who have successfully completed probation~~ shall be promoted to the new classification of Telecommunicator, at a pay rate 1.5% above the rate of Communications Operator, for performing the full range of dispatch duties.

~~b.---Effective-June-6, 1994,--employees--in--the classification-of-Community-Service-Assistant with-one-year-of-service-shall-be-promoted-to the-new-classification-of-Community-Assistant II,--at-a-pay-rate-1.5%--above--the--rate--of Community-Assistant,--for-performing-the-full range-of-Community-Assistant-II-duties.~~

(d) e. ~~Effective-June-6, 1994,~~ Employees who perform the duties of a Communications Training Officer (CTO), shall be compensated at a premium rate of 3% above their normal rate while performing such duties.

(e) Employees who possess a bachelor's degree from an accredited college or university shall receive a three percent (3%) education bonus as specified in the pay plans attached hereto after they have completed one (1) year of continuous service with the Employer.

The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendices A, B, C, and D, attached hereto and by this reference made a part hereof.

2. COLA:

IT IS ORDERED that COLA is no longer an issue, having been withdrawn by the Association.

3. Longevity:

IT IS ORDERED that Longevity is no longer an issue, having been withdrawn by the Association.

4. Uniform Allowance Increase:

IT IS ORDERED that the status quo at \$600 purchase and maintenance allowance annually for Communications Operators and Telecommunicators be set forth as Article 10, Section 8, instead of Article 10, Section 6, in the A2 Police Officers 1995-98 Master Agreement.

5. Optical Insurance:

IT IS ORDERED that employees in the classifications of Communications Operators and Telecommunicators shall be governed by the provisions of the optical insurance article of the Ann Arbor Police Officers 1995-98 "master agreement" by amending the definition of "employee" in Article 1, Section 8.

6. Dental Insurance:

IT IS ORDERED that employees in the classifications of Communications Operators and Telecommunicators shall be governed by the provisions of the dental insurance article of the Ann Arbor Police Officers 1995-98 "master agreement" by amending the definition of "employee" in Article 1, Section 8.

7. Health Insurance:

IT IS ORDERED that Article 10, Wages and Benefits, Section 4, Insurance, subsection A (1), Hospitalization shall become Article 10, Section 5, and shall read as follows:

1. After six (6) months of employment, an employee shall be provided the High Benefit Comprehensive Blue Cross-Blue Shield MVF-1 Plan providing up to 365 days of hospitalization which includes the comprehensive Blue Shield Surgical Plan, prescription drug rider, Master Medical Option 4 Plan, PPNV, Voluntary Sterilization, and ML riders ~~or other plan which is equal to or better~~ or the satisfactory equivalent of such plan. Effective 7/1/95: Master Medical Option 6: \$150 single/\$300 family Deductible: 90% BC/BS/ 10% employee or retiree Co-payment: BC/BS Preferred Rx Prescription Drug Program. Co-payment of \$5.00 per Prescription, and Mail Order option (MOPD2) at 50% of co-payment per prescription (applicable to all retirees under this agreement). (It is noted that the last sentence of Article 10, Section 5 A (1) is not the subject of Act 312 Arbitration, and therefore no order is made regarding same.

2. An employee may elect to take this hospitalization insurance at the time he/she becomes a permanent employee. An employee may also elect to take this hospitalization plan at the yearly reopening period which generally occurs for a two-week period in May, taking effect July 1. A newly appointed permanent employee will be required, if he/she elects to take this insurance upon the commencement of his/her permanent employment, to pay the insurance premium for the first six (6) months of his/her employment. At the end of this time, The City of Ann Arbor will assume the full costs for his/her hospitalization premium, including that premium portion that is for his/her spouse and children under 19 years of age; but shall exclude special dependent coverage such as, for example, a parent, mother-in-law, or child over 19 years of age.

3. The Employer shall pay the cost of a like Blue Cross-Blue Shield Plan minus the PPNV-1 Rider for employees retiring after 1/1/83 7-1-83 provided that the level of coverage in effect at the time of their retirement shall constitute the total coverage to be provided such employee. Provided that employees taking a deferred retirement do not receive this benefit. Any change in coverage levels subsequently provided to current employees will not attach to the coverage level provided retired employees. Further, it is understood that ~~should an employee retire from the City and assume employment with another employer who provides his/her coverage, then the employee shall take said coverage, and the City's obligation to provide hospitalization to said employee shall be reduced to that of complementary coverage.~~ If an employee retires and assumes employment elsewhere and that employer provides health coverage to its employees which does not substantially differ from that offered by the City of Ann Arbor, the City's obligation to provide health coverage shall cease. If there is a disagreement between the retiree and the City relative to the definition of substantially different, a panel consisting of the City Administrator, or his designee, the Union President, or his designee, and a third party agreed to by the first two shall determine if a retiree shall remain in the City's plan. However, should the retiree lose such coverage from the other employer for any reason, including voluntary or involuntary separation of employment, upon production of proof-of-such loss to the City, the City's obligation to provide health coverage shall recommence and such coverage shall be restored immediately following the production of such proof-of-loss. The City shall not prohibit a retiree from re-entering the City's health insurance coverage for any reason upon loss of coverage from another carrier, and, further, the health insurance benefits provided upon return to City coverage will be the same as that which the employee was entitled to upon retirement from City service. When an employee retiree who remains under coverage by the City reaches age 65 and thereby becomes eligible for the Federal Medicare Program, the City's obligation to provide hospitalization to said employee, current or retired, shall be reduced to that of a complimentary partner with

the Federal Medicare Program (Medicare Complimentary Coverage Option 2/1). The parties agree that the execution of the bargaining agreement for the years 1995 to 1998 is without impact, precedent or effect upon pending grievance arbitration AAA 543900140892 Health Insurance for retirees.

4. Effective July 1, 1994~~5~~, under specified conditions set forth in Appendix C, employees shall be able to waive their City health insurance coverage and receive \$500 per year, payable quarterly. Employees who select this option may only reenter the City's insurance program in accordance with the stipulated conditions.

4 5. If the City extends an option to the employees of this bargaining unit to choose to be covered by a Health Maintenance Organization (HMO) Plan rather than the Blue Cross-Blue Shield Plan provided in the collective bargaining agreement, an employee who chooses to be so covered will not be entitled to continue coverage under the Blue Cross-Blue Shield Plan as provided in the agreement. Provided, however, that should the cost of the HMO Plan either now or in the future be greater than the cost of the basic Blue Cross-Blue Shield Plan, the employee shall be responsible for paying the difference through payroll deduction. Employees will be advised of this proviso in writing along with the policy duration at the time of enrollment. The above option shall be available at the time the employee first becomes eligible for medical coverage and during the annual open enrollment period. Once the option is made, the employee must maintain his/her coverage under the plan selected until the next open enrollment period.

8. Pension Eligibility:

IT IS ORDERED that the status quo shall remain, and the parties shall include the contract language applicable to Communications Operators and Telecommunicators into the Patrol master agreement.

9. Maternity Leave:

IT IS ORDERED that Article 8, Leaves of Absence, Section 2, and Section 3 shall be amended, and a new Article 8, Section 11 shall be added, all reading as follows:

Section 2: An employee who, because of illness disability or accident to him/herself ~~himself~~ or his/her immediate family (to mean only the spouse and children of the employee), ~~pregnancy~~ or accident other than illness or accident compensable under the Worker's Compensation Act, is physically unable to report for work may be given a leave of absence, upon the employee's request, of one (1) year, provided the employee promptly notifies the Employer of the necessity therefor and provided further, that he supplies

the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer. ~~If an extension is approved beyond the one-year period, the employee may return if an open position exists and he/she remains capable of performing the responsibilities of the position.~~

When an employee knows in advance that a leave of absence under this section will be requested ~~(e.g., maternity leaves of absence)~~ the employee is required to submit such requests no later than thirty (30) days prior to the start of the shift schedule during which the leave of absence will occur. Employees granted leaves of absence under this section will have their shift and leave days assigned by management for the shift schedule during which the leave of absence will occur.

Section 3. A pregnant employee will be allowed to take up to the three (3) weeks immediately preceding her due date off on banked time without having to provide the Employer with certification from a qualified physician for the necessity of such absence. Usage of banked time in this manner shall be subject to the operational demands of the Department but shall in no case be denied to avoid creating overtime. ~~In such cases the procedure referred to in Section 2 above will apply. An employee requesting to use this benefit must submit their request thirty (30) days before the beginning of the portion of the three-week period they are requesting.~~

New Section 11: P r e g n a n c y
 Leave:

- a. Definition: A leave of absence due to pregnancy not to exceed six months.
- b. A pregnancy leave will be granted upon request. The request shall be made by the employee completing the City of Ann Arbor request for leave of absence form. Rules of this leave shall be as described on the form at the time of the employee's signature.
- c. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee, upon request, is eligible to use

available sick time while on pregnancy leave. Vacation, compensatory, and personal leave time may also be used at the employee's election. Total time to be allowed including use of accrued banked time shall not exceed six (6) months.

- d. Whenever an employee becomes aware of the fact that she is pregnant, she shall furnish her supervisor a certificate from her physician indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do as well as the length of time she may be allowed to work until the expected date of delivery. The effective date of the leave shall be the last day an employee is allowed to work based upon a statement from her doctor, or the last day an employee works before delivery.
- e. If, at the end of six (6) calendar months of pregnancy leave, the employee has not requested reinstatement, employment shall be terminated.
- f. If an employee desires to be reinstated from pregnancy leave, she shall notify her supervisor of the desire to return to work at least seven (7) days prior to the termination of such leave.
- g. While on pregnancy leave of up to six months, the employee will continue to accrue seniority.
- h. While on pregnancy leave and using banked time to be paid, an employee will accrue all normal benefits such as insurances, sick and vacation time, etc. When on pregnancy leave and not using banked time, the employee will not accrue sick or vacation time. Retention of other

benefits will be as identified on the City of Ann Arbor leave of absence approval form. The effected employee will be required to acknowledge the retention of benefit requirements as part of accepting the approved pregnancy leave.

10. Personal Leave:

IT IS HEREBY ORDERED that employees in the classifications of Communications Operator and Telecommunicator shall be governed by the provisions of the Personal Leave Sections of the Ann Arbor Police Officers 1995-98 "master agreement" by amending the definition of "employee" in Article 1, Section 8.

11. Parking:

IT IS HEREBY ORDERED that the status quo shall remain and that the Patrol Parking language shall apply to all bargaining unit members.

12. Compensatory Time:

IT IS ORDERED that Compensatory Time is no longer an issue, having been withdrawn by the Association.

13. Retiree Life Insurance:

IT IS HEREBY ORDERED that employees in the classifications of Communications Operator and Telecommunicator shall be governed by the provisions of the life insurance article of the Ann Arbor Police Officers 1995-98 "master agreement" by amending the definition of "employee" in Article 1, Section 8.

14. Bargaining Unit Work:

IT IS HEREBY ORDERED that the status quo shall remain, and that the City's proposal for Bargaining Unit Work shall not be implemented.

15. Double Time for 7th Work Day:

IT IS HEREBY ORDERED that the status quo shall remain, and that the City's proposal for Double Time for 7th Work Day shall not be implemented.

16. Double Time for Call Back Within 8 Hours of End of Regular Shift:

IT IS HEREBY ORDERED that the status quo shall remain, and

that the City's proposal for Double Time for Call Back Within 8 Hours of End of Regular Shift shall not be implemented.

17. Scheduling of Overtime:

IT IS HEREBY ORDERED that Article 9, Section 5, Subsection (a) be amended as follows:

a. In non-emergency situations where it is deemed necessary to schedule Communications Operators or Telecommunicators more than three one-~~(1)~~ hours of overtime, it will be equalized ~~among-unit-members-within-the-same-classification~~ on the basis of seniority and non-emergency overtime hours offered to the employee in accordance with the Department's "Communications Staffing Level," Procedural Order.

18. Voucher for Uniform Replacement:

IT IS HEREBY ORDERED that the status quo shall remain, and that the City's proposal for Voucher for Uniform Replacement shall not be implemented.

19. Use of Temporary and Casual Employees:

IT IS HEREBY ORDERED that the status quo shall remain, and that the City's proposal for Use of Temporary and Casual Employees shall not be implemented.

20. Education Reimbursement:

IT IS ORDERED that the employees in the classifications of Communications Operator and Telecommunicator shall be governed by the provisions of the Education Reimbursement Sections of the Ann Arbor Police Officers 1995-98 "master agreement" by amending the definition of "employee" in Article 1, Section 8.

21. Equalized Overtime Rate:

IT IS HEREBY ORDERED that the status quo shall remain, and that the City's proposal for Equalized Overtime Rate shall not be implemented.

22. Workers Compensation Supplement:

IT IS HEREBY ORDERED that the status quo shall remain, and that the City's proposal for Workers Compensation Supplement shall not be implemented.

23. Parking Benefit:

IT IS HEREBY ORDERED that the status quo shall remain, and that the City's proposal for Parking Benefit shall not be

implemented.

24. Pension Factor for Employees Hired After July 1, 1989:

IT IS HEREBY ORDERED that the status quo shall remain, and that the City's proposal for Pension Factor for Employees Hired After July 1, 1989 shall not be implemented.

25. Medical Cost Containment:

IT IS HEREBY ORDERED that the status quo shall remain, and that the City's proposal for Medical Cost Containment shall not be implemented.