

STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In The Statutory Arbitration
Between:

CITY OF FARMINGTON,

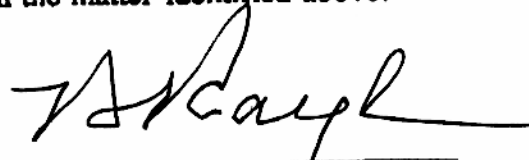
MERC Act 312
Case No. D93 K-1429

-and-

POLICE OFFICERS ASSOCIATION OF
MICHIGAN.
_____ /

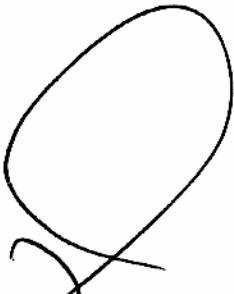
PANEL'S AWARD

Attached hereto is the award of the panel
in the matter identified above.



Leo S. Rayl
Panel Chairman

Dated: FEB. 22 1995



William F. Birdseye
Panel Member for the Union



Dennis B. DuBay
Panel Member for the City

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PANEL'S AWARD

This Act 312 Award is issued in MERC Case No. D93 K-1429 between the City of Farmington (hereinafter referred to as the "City") and the Police Officers Association of Michigan (hereinafter referred to as the "Union"):

1. The parties' new collective bargaining agreement shall be in effect for a period of three (3) years from January 1, 1994-December 31, 1996.
2. The parties' new collective bargaining agreement shall be the same as the parties' prior collective bargaining agreement (in effect from January 1, 1991-December 31, 1993) except as amended by the provisions of this Award.
3. Article XXXIV - Court Time, Section 34.1 shall be amended by the addition to Section 34.1 of the following new subsection a:
 - a. Multiple court appearances scheduled for the same day shall be considered as one if the times scheduled are within two (2) hours [two and one-half (2½) hours for circuit court] of each other.

4. Article LIII - Medical Insurance shall be amended by the addition to the second paragraph of the following new provision:

Effective July 1, 1995, for those employees electing the Blue Cross and Blue Shield PPO or traditional program, the prescription rider shall be a ten dollar (\$10.00) co-pay.

5. Article XXXIX - Funeral Leave shall be amended to provide as follows:

ARTICLE XXXIX
FUNERAL LEAVE

An employee may be granted a maximum of four (4) days leave with pay due to death in the close immediate family. Close immediate family shall be defined to include parents, parents of a current spouse, spouse and children. An employee may be granted a maximum of three (3) days leave with pay due to death in the immediate family. Immediate family shall be defined to include brothers, sisters, sisters or brothers-in-law, grandparents, grandchildren, step children of a current spouse or other relatives living within the employee's home. An additional leave, chargeable only to the employee's sick leave, may be granted due to death of the current spouse or children when approved by the Director of Public Safety.

Further, upon the recommendation of the Director of Public Safety and the approval of the City Manager, employees may also be granted up to one (1) day leave with pay for the purpose of attending funerals of other close relatives, with said time being chargeable to the employee's sick leave account.

6. Article L - Vacation /Leave Bank Use, 22nd paragraph shall be amended to provide as follows:

Employees shall not be entitled to accrued vacation pay if any of the following applies:

- A. If any employee separates himself/herself from the City by reason of absence without leave.
- B. If any employee fails to give at least ten (10) working days notice in advance of termination date.

- C. If a probationary employee leaves the employ of the City before completing his/her probationary period.
- D. Except as listed above, retiring employees and other employees terminating employment shall be entitled to payment for unused and accrued annual leave.

7. Article LIII - Medical Insurance shall be amended by the addition, at the end of the Article, of the following new paragraphs 7, 8 and 9 to provide as follows:

Members may elect not to be included in the City provided medical insurance program if they are provided with medical insurance through another source. An employee who elects not to receive health coverage through the City program shall receive an additional one hundred twenty (\$120.00) dollars per month for each full month that they are not included in the City medical coverage.

Members shall be paid \$55.38 per pay for any billing period during which hospitalization insurance was not provided for the employee by the City or the member may elect to be paid monthly to a deferred compensation plan offered by the City in the employee's name.

It shall be the sole obligation and responsibility of the employee to weigh and evaluate his or her decision to be excluded from the City coverage under contract. Neither the employer nor the Union shall be liable for damages or reimbursement for medical or hospitalization expenses incurred by the employee in the event that the employee's other elected insurance coverage is not sufficient or is not a duplication of the coverage available under the contract to the employee.

8. Article LXVI - Retirement Pensions, paragraph 2 - Retirement Benefit shall be amended to provide as follows:

Retirement Benefit. Based on two (2%) percent of final average salary times years of service, without reduction as to social security retirement age. This benefit will extend to currently retired employees.

Effective 1-1-96 the above percentage multiplier will increase from two (2%) of final average salary to two and one-quarter (2.25%) percent. For this increased benefit the bargaining unit members shall contribute to the retirement system an additional amount of two and eight-one hundredths (2.08%) percent of salary. This additional contribution shall be added to the contribution which is not to exceed one and one quarter (1.25%) percent of salary as mentioned above. Said benefit of two and one-quarter (2.25%) percent of final average salary shall continue until the earliest age that the retiree can qualify for early retirement benefits under the Federal Social Security System. At that time the multiplier of two and one-quarter (2.25%) percent of final average salary shall be reduced to two (2%) percent of final average salary. The additional contribution mentioned herein shall begin 7-1-95.

9. Article LXV - Wages shall be revised to provide as follows:

Start 6 mos. 1 year 2 year 3 year 4 year

A. January 1, 1994

P.S.O.	26,623		29,502	32,691	36,228	40,218
P.S.O. I	40,752	41,440	42,228			

B. January 1, 1995

P.S.O.	27,688		30,682	33,999	37,677	41,827
P.S.O. I	42,382	43,098	43,917			

C. January 1, 1996

P.S.O.	28,685		31,787	35,223	39,033	43,333
P.S.O. I	43,908	44,650	45,498			

D. (Remains the same)

10. All provisions of this Award shall become effective on the date of the arbitration award unless a later date is designated in which case the later date shall prevail; provided that a retroactive payment consisting of the difference between the wage rates set

forth in paragraph 9 and the wage rates actually paid will be made within thirty (30) days after the Award is issued by the Arbitration Panel.

11. Article LXVII - Duration of Agreement shall be revised to provide as follows:

ARTICLE LXVII
DURATION OF AGREEMENT

This agreement shall remain in full force and effect from January 1, 1994 until midnight December 31, 1996, provided that all of the provisions herein shall continue to operate unless notice of the termination, or of the desire to modify or change this Agreement is given in writing by either party at least ninety (90) days before the expiration date.

The parties, in recognition of the fact that vital services are involved, agree that this Agreement shall remain in full force and effect until a new Agreement is negotiated, signed and ratified by the parties hereto.

068.103

ATTACHMENT

CITY OF FARMINGTON and POLICE OFFICERS ASSOCIATION OF MICHIGAN
MERC CASE NO. D93 K-1429

Appearances for CITY: Dennis B. DuBay, Esq.

Appearances for UNION: Mr. William Birdseye

FINAL OFFERS DUE BUT NOT SUBMITTED

At the close of evidentiary hearings:

Economic issues remaining -

Duration

Wages

Pension - Employee Contribution

Pension - Multiplier

Longevity

Medical Insurance - Prescription Rider

Medical Insurance - Deductible

Future Medical Insurance Premium Payment

Retroactivity

Non-economic issue remaining - (tentative determination)

Court Time

(Award includes other negotiated issues.)
