

6/21/86
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STATE OF MICHIGAN
BEFORE AN ACT 312 ARBITRATION PANEL

CITY OF FLINT,
Employer,
-and-

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Case No: L85 D-378

FLINT POLICE OFFICERS
ASSOCIATION,

Union.

Edward Rosenbaum / *[Signature]*

STIPULATION ON PROCEDURAL QUESTIONS

NOW COME the parties, by and through their respective counsel and hereby stipulate to the following procedural arrangements to be utilized in this matter:

1. ROLL OF THE DELEGATES. Each party will appoint a Panel Delegate. The Delegate will neither act as a witness nor an advocate in the case. Delegates may ask questions but not in such a way as they displace the advocate of the party they were appointed by. Evidentiary rulings on all questions shall be made by the Chair after consultation with the Delegates. The substitution of Delegates will be permitted on an emergency basis only.

2. HEARING SCHEDULE. Hearing dates have been scheduled for March 5, March 12, March 14, April 14, April 21, April 28, April 29, May 5, and May 6, 1986.

The hearings will commence at 9:30 a.m. and conclude at 4:00 p.m. on each day. The hearings will be held in the City Hall of the City of Flint, Michigan.

Reproduced by the State of Michigan

Flint, City of

Rosenbaum, Edward

3. ORDER OF PROOF. On each issue, the party asserting the change in circumstances by way of its demand will proceed to present its case. The opposing party will immediately commence cross examination and complete the presentation of all witnesses on various issues. The Union will commence first with the presentation of its case and present it to conclusion. This will be followed by a presentation of the City of Flint's issues and rebuttal to the Union's issues. The Union will thereafter be entitled to present rebuttal testimony on the City's presentation. All witnesses will be sworn in this proceeding.

4. EXHIBITS. It is agreed that eight copies of all Exhibits will be produced at the hearing for distribution to all parties. Included will be 2 exhibits to be provided to the other party. The parties agree to use their best efforts to exchange all exhibits on or before Feb. 26, 1986. The parties have already exchanged lists of comparable communities together with labor agreements from such communities. The parties agree to update each other if there are any changes in those labor agreements between now and the commencement of the hearings.

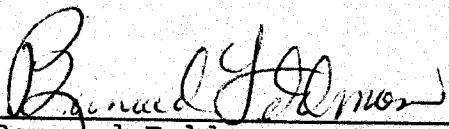
5. STIPULATIONS. The parties agree to waive the time limits set forth in the Act and as well agree that the Panel has jurisdiction of all issues presented and is acting in a timely manner.

6. IDENTIFICATION OF ISSUES. The parties at commencement of hearings on the first hearing date will identify the specific issues and determine the economic or non-economic status of each such issue.


7. LAST OFFER OF SETTLEMENT. Last offers of settlement must be exchanged ten days after proofs have been closed.

8. BRIEFS. The parties agree that on or before the first day of hearing each party will provide to the Panel a one-page summary of each of the issues to be presented, the positions of the parties, and an overview of the relevant evidence.

Thirty days following the receipt of the transcripts of the hearing held in this matter post hearing briefs shall be filed with the Panel. Following review of the post hearing briefs, the Panel shall meet and discuss the case prior to the issuance of an Award.



Bernard Feldman
Attorney for Union



Fred B. Schwarze
Attorney for City

STIPULATED AWARD

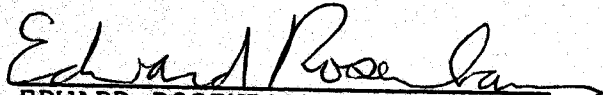
Pursuant to Section 9(b) of Act 312 of 1969 as amended, the panel hereby enters the following stipulated award:


1. For those remaining issues before the 312 panel, the award is as shown in the attached Reference A which is incorporated herein.


2. All previously initialed tentative agreements including the February 13, 1985 TA's on Preamble, Articles 1, 3, 7, 9, 10, 13, 19, 20, 24, 32, 33, 34, 35, 36, ^{38, 39} 44, 45, 46, 47, 48, 49, 53, 55, 59, 62, 65, 66, 67; the 2-28-85 TAs on Article 12 (as amended by the Hartley grievance settlement), 27, 30 (except for Section 4), 31, 42, 43 and 60 (plus the June 11th addition); the 4-23-85 TAs on Article 50; the 4-25-85 TAs on Articles 5, 6, 17, 18, 22, 23, 25, 26, 30 (Section 4 deleted), 37, 40 and 41; and the 6-11-85 TAs Article 2, 4, 8, 16, 61, 63, 64.

3. The previous interim award issued on April 29, 1986 and incorporated herein by reference.

Signed this 21st day of June, 1986.


EDWARD ROSENBAUM
Chairman


FRED B. SCHWARZE
City Delegate


JOHN A. LYONS
Union Delegate

Ref. A.

~~Proposed Stipulated Award~~

The Flint Police Officers Association hereby authorizes its panel delegate to enter into the following stipulated package award on the remaining issues before the 312 Panel:

1. Issue #1 - Art. 11, Sec. 3 - See attached language.
2. Issue #2 - Art. 11, Sec. 3, the last sentence - current contract.
3. Issue #5 - Art. 28 - Change "one year" in paragraph 2, line 3 to, "two years".
4. Issue #7 Art. 29, Sec. 7, Maintain current contract.
5. Issue #s 9, 10, 11, 13 & 15 - Provide a 20 year retirement window from July 1, 1986 through June 29, 1988 and also reduce the employee's contribution to the pension plan in accordance with the following:

- a. Attach to contract as "Pension Letter - Appendix C".

From July 1, 1986 to and including June 29, 1988, the term "voluntary retirement age" as used in Appendix B for purposes of a normal retirement (not for purposes of a deferred, except for those who have or would have accumulated 20 years on or before June 29, 1988, or any other type of retirement) shall mean "the age at which said policeman member acquires 20 years of credited service."

Employees retiring pursuant to this letter must be retired no later than June 29, 1988; and must have, or in the case of a deferred retirement, would have had, 20 or more years of service by June 29, 1988.

- b. Change Appendix B, Sec. 29(b).

"From and after the last pay period in the 1985-86 fiscal year, the employee's contribution to the retirement system shall be 5.5% of the compensation paid him by the City.

From and after the first pay period in the 1986-87 fiscal year, the employee's contribution to the retirement system shall be 5.0% of the compensation paid him by the City.

From and after the first pay period in the 1987-88 fiscal year, the employee's contribution to the retirement system shall be 4.5% of the compensation paid him by the City."

C. ART 52 - REVISE TO CONFORM TO REDUCTION IN
EMPLOYEE'S PENSION CONTRIBUTION

6. Issue 22 - Art. 56 - Add a new paragraph as follows:

"It is agreed that the City shall not provide retiree hospitalization if another employer paid health plan is available to the retiree. As a condition of continued retiree hospitalization, the City shall have the right to require that a retiree file a yearly affidavit attesting whether such "other" employer paid hospitalization/health plan is available."

7. Issues 23 & 24 (for employees hired prior to May 1, 1986).

First year - For all employees ~~on the payroll on the date of the award~~, the City will provide a lump sum gross payment of 4.75% of the employee's earnings in the 26 full pay periods during the 1985-86 fiscal year and the compensation schedule at the end of the 1985-86 fiscal year shall be increased by 3% as shown in the compensation schedule referred to in the next paragraph. *This shall be retroactive for all current & past employees who have been employed from July 1, 1985 to date (on earnings while member of the bargaining unit).*

2nd year - The compensation schedule for 1986-87 shall be increased by an additional 3% as shown in the attached schedule.

3rd year - The compensation schedule for 1987-88 shall be increased by an additional 3% as shown in the attached schedule.

8. Art. 69 - Duration of Agreement, change date to June 30, 1988.

Letter of Understanding

While the contract refers to the City's obligation to pay premiums to provide certain insurance (to wit - life, hospitalization and dental), in fact the City is self-insured on these benefits. Therefore, it is understood that the City is obligated to provide the coverage and benefits outlined in the agreement, but that this does not require the City to pay premiums for insurance contracts as such.

6-12-40

ARTICLE 11

Section 3. Scheduling.

All Employees shall have a regular work schedule consisting of eight (8) consecutive hours in any twenty-four (24) hour period except during shift changes. Scheduling will allow each Employee at least two (2) consecutive days off in any fourteen (14) day pay period. If an officer of the Patrol Section has the last Saturday of the 4-week work schedule off included in the current day-off pattern, and a continuation of the same day-off pattern on the new 4-week schedule would have resulted in the first Sunday being included in the regular day-off pattern, and a changed day-off pattern is assigned to the Patrol Section officer, the Department will change days off in the first pay period of the new schedule to include the Sunday in the officer's weekend off, unless an overtime situation is created by so doing, and on request by the officer at least seven (7) days prior to the beginning date of the new schedule. Each four week Patrol Section work schedule will include a weekend off for each officer. As to Employees assigned to the Patrol Section, the City agrees to continue the present scheduling practice which allows Employees four (4) consecutive days off every four (4) weeks, provided, however, that this scheduling practice may be changed by mutual agreement between the parties. Provided further, that in the event of an emergency declared by the Mayor, the City reserves the right to determine and modify work schedules during the period of such emergency.

An Employee shall be notified in writing at least fourteen (14) calendar days prior to any change in his regular day off sequence, shift, or bureau assignment. Provided, however, that this provision shall not apply when an Employee requests such a change, such change is necessitated as a result of the exercise of shift preference selection, or such change is necessary to facilitate a promotion of an Employee to another rank or a voluntary waiver is given by

the employee. However, the department will not change an Employee's assignment in order to avoid the payment of overtime, Union activity (unless requested), or for the purposes of reprimand.

Effective June 30, 1986

Employees Hired Prior to May 1, 1986:

	1st 6 Month	2nd 6 Month	2nd Year	3rd Year	4th Year	5th Year	11th Year	16th Year	21st Year & Over
(School Liaison)	22,524	23,119	26,946 (28,563)	27,710 (29,373)	28,498 (30,208)	29,259 (31,015)	29,817 (31,606)	30,263 (32,079)	30,950 (32,807)

Effective July 1, 1986
June 30, 1986 + 3%

(School Liaison)	23,200	23,813	27,754 (29,419)	28,541 (30,253)	29,353 (31,114)	30,137 (31,945)	30,712 (32,555)	31,171 (33,041)	31,879 (33,792)
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Effective July 1, 1987
July 1, 1986 + 3%

(School Liaison)	—	—	28,587 (30,302)	29,397 (31,161)	30,234 (32,048)	31,041 (32,903)	31,633 (33,531)	32,106 (34,032)	32,835 (34,805)
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