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STATE OF MICHIGAN DEPARTMENT OF LABOR EMPLOYMENT RELATIONS COMMISSION

VILLAGE OF GROSSE POINTE SHORES,

Employer,

Act 312 Arbitration.
MERC Case No. D 94 A-0084

vs.

POLICE OFFICERS LABOR COUNCIL,

Union.

Bargaining Unit Involved: Public Safety Officers

STIPULATED AWARD OF THE ARBITRATION PANEL

1. TERM OF THE AGREEMENT

Three (3) year agreement effective July 1, 1994 through June 30, 1997.

2. BASE WAGES - PUBLIC SAFETY OFFICER

Year 1 (1994 - 1995) \$41,235.00

Year 2 (1995 - 1996) \$42,472.00

Year 3 (1996 - 1997) \$43,746.00

3. UNIFORM/CLEANING ALLOWANCE

Uniform and cleaning allowances shall remain at current levels of \$350.00 annual uniform allowance and \$150.00 annual cleaning allowance for all three years of this contract EXCEPT in addition thereto on a one time only basis, each PSO who is currently a member of this bargaining unit, shall receive a special uniform/cleaning allowance of \$550.00 to be paid within two weeks of the issuance of this stipulated award.

4. LIFE INSURANCE

The life insurance provisions of the Collective Bargaining Agreement will be revised to provide for life insurance in the amount of \$50,000.00 for each PSO, to become effective 60 days after the issuance of this stipulated award. There is no life insurance for retirees.

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5. FUNERAL LEAVE

The funeral leave language of the current agreement shall be amended to add "stepchildren, grandchildren and employees' great grandparents, effective as of the date of the stipulation award.

6. RETIREMENT SERVICE CREDIT

PSO's who have prior full time Village service with Grosse Pointe Shores (without a break), in an employment classification other than Public Safety Officer, shall have such time credited towards satisfying the years of service requirement for retirement. The percent of credit earned towards final pension, if any, in such other classification, shall be carried forward at the rate it was earned in such other classification.

7. FURLOUGH DAYS

All presently employed PSO's who were hired into this bargaining unit prior to the effective date of the new contract shall be "grandfathered" under the furlough schedule of the 1991-1994 PSO contract. For all new PSO's who are hired into this bargaining unit after July 1, 1994, furlough days shall be capped at 25 (or 18 days when working a 12 hour shift), earned as follows:

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1 year = (1 0 days on an 8 hour shift; 7 days on a 12 hour shift)
2 years = (20 days on an 8 hour shift; 14 days on a 12 hour shift)
3 years = (25 days on an 8 hour shift; 18 days on a 12 hour shift)
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8. PENSION PLAN LANGUAGE

The following language changes shall be made in the pension plan covering the PSO'S:

Section 14.1 on page 47 of the Contract, in line 8, delete the words "due to lack of financial means."; and Section 14.1 (b) on page 48 of the Contract in various places where reference is made to "widow or widowers" change to "spouse" and delete the following: "... or in the case of a female member leaves a widower whom the Commission finds to be totally and permanently disabled and to have been dependant upon the female member for at least 50% of his support due to lack of financial means."

9. HEALTH CARE PLAN

^{*}No extra furlough days for new PSO's

Effective as soon as the Village can make arrangements with Blue Cross/Blue Shield, health care insurance for all PSO's shall be changed so that it is the same as the new health care plan recently agreed to by the Village and the Command officers. It is to include the same riders as the Command unit has and will provide for 80/20 Co-Pay; \$5.00 prescription drug rider; \$150/\$300 deductible. Master Medical Option 5.

10. DENTAL PROGRAM

Same basic program except will have maximum of \$800.00/year; three classes of benefits, Class 1, Class 11, and Class 111, all with a 75/25 Co-pay, as soon as the Village can implement the changes.

11. OPTICAL PROGRAM

PSO's will be provided with the same optical program as the Command has which is the Vision Care VCA-80 program, as soon as the Village can make arrangements to have the officers enrolled.

12. PENSION MULTIPLIER

Pension credit after 25 years will be at the rate of 2% rather than the 1.5% set forth in the old contract beginning as of the date of the new contract, for present and future PSO's. No former PSO who is in the Command unit may demote himself/herself to take advantage of this change. The maximum F.A.C. remains at 70%.

13. PAID SICK LEAVE BANK

Current PSO's are "grandfathered" under the terms of the existing contract and there will be no change in their sick leave bank. All new PSO's hired after the date of this new contract shall have a maximum sick bank of 75 days and those 75 days have to be maintained in the sick bank and can be used for true illness or sickness but would not be paid out at death, termination of employment or retirement. In any year in which an officer's accumulated sick bank days exceeds 75, those additional days beyond 75 will be paid out at the end of the year at I 00% of their value.

14. HOLIDAY PAY

Current PSO's are "grandfathered" under the holiday pay practices of the current collective bargaining agreement. There will be no change in the manner they are compensated for working or not working holidays. For all new PSO's hired after July 1, 1994, an officer shall be paid one (1) extra day's pay for each holiday worked but will receive no extra pay for a holiday not worked (it will be like any other off day). In addition each officer shall receive a holiday bonus of \$250.00 at the end of each contract year regardless of the number of holidays worked or not worked.

15. RETIREMENT COST OF LIVING

The current cost of living (2.5% for first ten years) shall continue but instead, an officer may elect at the time of retirement to defer any cost of living for the first ten years of retirement and thereafter beginning the eleventh year receive 2.5% per year (compounded) for the rest of his/her life. This applies to future retirees only and does not affect anyone currently retired.

16 RETROACTIVITY

Wages shall be retroactive to July 1, 1994.

All language in the collective bargaining agreement shall remain as it is in the current agreement except for language changes necessary to implement the above.

Award Dated: July 27, 1995

John B. Kiefer, Arbitrator Chairman

Michael Kenyon, Village Delegate

Mike Somero, Union Delegate