

ARB

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

Arbitration Under Act 312
Michigan Public Acts of 1969 as Amended

CITY OF HASTINGS,

Public Employer,

and

Case No. G89 B-0100

LABOR COUNCIL, MICHIGAN
FRATERNAL ORDER OF POLICE,

Union.

STIPULATED AWARD

The City of Hastings ("Hastings") and the Labor Council, Michigan Fraternal Order of Police ("FOP" or "Union") were signatory to collective bargaining agreement for the term July 1, 1986 to June 30, 1989 ("Agreement"). Upon timely notice by the parties, negotiations for a new labor agreement began on May 25, 1989. Thereafter, several meetings were held in which substantial progress was made towards effectuating a new contract. Negotiations were held on June 6, 1989, June 19, 1989 July 18, 1989, July 24, 1989, and August 16, 1989

A Petition for Act 312 arbitration dated June 26, 1989 was filed with the Michigan Employment Relations Commission ("MERC"). Pursuant to the appropriate selection process, John B. Swainson was selected as the impartial arbitrator in this matter. When the parties were unable to obtain agreement on all issues, mediation conferences were held with the Arbitrator on October 26, 1989 and February 26, 1990 at the MERC offices in Lansing, Michigan. Attending the mediation conferences were Arbitrator Swainson,

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EMPLOYMENT RELATIONS COMMISSION
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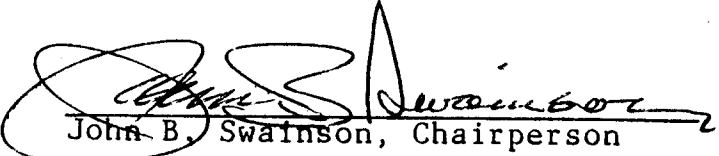
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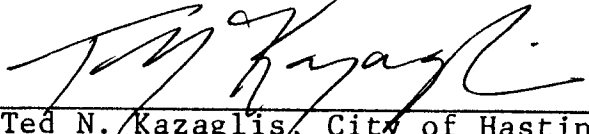
Swainson, John B

labor attorney Ted N. Kazaglis and Police Chief Jerry Sarver, on behalf of Hastings, and Officer Albert Stanton and Field Representative Fred LaMaire, on behalf of the Union. At the mediation conferences, the outstanding issues were discussed, and the parties were directed to attempt to resolve the remaining issues prior to arbitration.

After being fully apprised of the parties' positions and based upon the parties' stipulations, the Arbitrator hereby orders the following stipulated award which consists of two parts: (1) changes to the Agreement (attached hereto and made a part hereof as Exhibit A), and (2) a letter to be issued by Hastings which is not part of the Agreement (attached hereto and made a part hereof as Exhibit B).

Respectfully submitted,


John B. Swainson, Chairperson


Ted N. Kazaglis, City of Hastings


Fred LaMaire, FOP

Dated: March 30, 1990

EXHIBIT A^{*}/

1. Article IX - Grievance Procedure

Section 3: All grievances shall be handled in accordance with the following steps:

STEP 1: By conference between the aggrieved employee, the steward, or both, and the Chief, or in his absence, the Deputy Chief. If not settled in this manner, it shall be the responsibility of the aggrieved employee(s) or the Union Steward, in the case of a group grievance, to reduce the grievance to writing on the grievance form provided by the Union and to deliver the written grievance to the Chief of Police or in his absence, the Deputy Chief within seven (7) calendar days from when the occurrence giving rise to the grievance occurred.

STEP 2: After receipt of the written grievance, the Chief shall return to the aggrieved employee(s) a written answer within seven (7) calendar days.

STEP 3: After receipt of the written response, if the grievance is not settled, the aggrieved shall submit both the grievance and the Chief's response to the Mayor or designated Alderman within seven (7) calendar days.

STEP 4: After receipt of the grievance and response from the Chief, the Mayor or designated Alderman may request a conference with the aggrieved, Union Steward, and/or Union Representative within fourteen (14) calendar days. The aggrieved employee may elect to have his/her Union Representative present at the meeting. If no conference is requested, the Mayor or designated Alderman must submit a written response to the aggrieved employee or Union Steward, in case of a group grievance, within fourteen (14) calendar days.

STEP 5: If the grievance has not been settled in the last step, the parties or either party may submit such grievance to arbitration, provided such submission is made within ten (10) calendar days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS)

*/All changes in contract language are underlined.

in accordance with its Voluntary Rules and Regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. The arbitrator's decision shall be binding on both parties and the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except each party shall pay the expense of its own witnesses.

In cases involving suspension or discharge, the grievance procedure shall start with STEP 3 of the Grievance Procedure.

Section 4: Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than seven (7) calendar days after such has happened. However, the parties may mutually agree to extend the time limits.

2. Article X - Hours of Work

Section 2: The normal work week shall consist of five (5) consecutive work days with two (2) consecutive days of rest; provided dispatchers shall work the following schedule: all dispatchers hours of work shall consist of 40 hours per weekly pay period with two (2) days off but not necessarily in consecutive order. "B" shift dispatch will be scheduled on a 28-day rotation and a Thursday through Wednesday work week in accordance with the following schedule: Week 1 - off Saturday and Sunday; Week 2 - off Thursday and Tuesday; Week 3 - off Saturday and Sunday; Week 4 - off Thursday and Tuesday. A, C and swing shift dispatchers will follow the 28-day schedule that consists of at least one weekend off per dispatcher.

3. Article XI - Wages

Section 2 - (Paragraph 4): Whenever a dispatchers calls in sick, etc., the dispatcher who is on a scheduled day off on that particular day shall be called first for overtime. If the overtime is refused, or if the employee cannot be contacted, the overtime will then be offered to the other dispatchers on a seniority basis. If the Employer is unable to fill the overtime at that point, they may then call police officers who are scheduled off, provided they are qualified to set dispatch and trained on the L.E.I.N. computer. This shall not prevent the Employer from rescheduling the swing shift police officer to prevent the payment of

overtime, provided the swing shift police officer is qualified.

4. Article XII - Vacations

Section 4: Vacations will be scheduled by the Employer. Seniority and expressed preference will be considered in scheduling within the dispatcher and patrol officer classifications only. Detectives and/or investigators will be scheduled separately. Employees shall submit to the Chief of Police on or before March 15 of each year their preference for vacation during that calendar year. Preferences submitted after that date shall be considered in chronological order without regard to seniority.

5. Article XIII - Holidays

Section 1: The following days shall be designated and observed as holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Veteran's Day	Easter Sunday
Employee's Birthday	1/2 Day Good Friday
Full Day New Year's Eve	Full Day Christmas Eve
(Beginning 1990)	(Beginning 1989)

If an employee's birthday falls on a holiday, the employee may take his or her birthday holiday at a later date as approved by the Chief.

6. Article XVI - Sick Leave

Section 1: Employee shall accumulate sick leave at the rate of one (1) day for each month and may accumulate sick leave to an unlimited amount; provided, an employee shall only be entitled to be paid for 25% of a maximum of one hundred (100) accumulated sick leave days at the end of their employment with Employer. Beginning July 1, 1991, an employee shall only be entitled to be paid for 30% of a maximum of one hundred (100) accumulated sick leave days upon retirement.

Section 4: An employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall have deducted from his/her accumulated sick days the actual time off from work, rounded to the next full hour.

7. Article XVIII - Court and Funeral Leave

Section 1: Any employee who must attend court as a result of his employment with the City of Hastings shall suffer no loss of pay.

Section 2: An employee will be granted without loss of pay, up to five (5) working days for leave because of the death of their spouse or child, providing the employee attends the funeral. Furthermore, employees will be granted, without loss of pay, up to three (3) working days for leave because of the death of their parent, parent of current spouse, brother, sister, grandfather, grandmother, and grandchildren, provided the employee attends the funeral. An employee will be granted, without loss of pay, one (1) working day for leave because of the death of their grandparent-in-law.

In the event the site of the funeral is beyond 250 miles from the City of Hastings, two (2) additional travel days will be allowed. Such leave shall not be counted for the purpose of determining overtime.

8. Article XXVI - General Provisions

Section 12 - Uniforms: (a) All employees shall receive the following uniforms which shall be replaced by the Employer as needed:

4 summer shirts	1 Sam Brown belt
4 winter shirts	1 Garrison belt
3 trousers	1 raincoat & raincover for hat
summer windbreaker	1 holster
winter jacket	

Uniforms will be repaired, maintained and replaced by the Employer as needed.

Section 12(b): An employee holding the classification of investigator and/or detective shall receive a \$300.00 clothing allowance per year of service in the investigator or detective classification, provided that the monies must be used to purchase clothing to be worn during the employee's course of duty.

Section 15 - Pension. The City shall continue, for the duration of this Agreement, its present Pension Plan under the Municipal Employees' Retirement System, ~~1/3~~ Benefit C-2 (with B-1 Base and benefit program F-50) and retroactive to July 1, 1989, the Pension Plan will be increased to a B-2 ~~plan~~ and employees will be reimbursed for the difference between the cost of the B-2 ~~plan~~ and the 3% contribution paid by employees up to and ~~on 7/3~~ including December 31, 1989. Effective January 1, 1990, the City will begin paying the entire 3% previously paid by employees.

Section 16 (New Provision) - Entire Agreement Clause:
This Agreement supersedes and cancels all prior verbal agreements between the City of Hastings and the Union. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

9. Article XXVII - Duration, Termination and Modification of this Agreement

Section 1: This Agreement shall be effective as of its execution and continue in full force and effect until midnight June 30, 1992.

10. Schedule A

Effective 7/1/89 - +1% for Dispatchers only

Effective 7/1/90 - +4% for Patrolmen, Sergeant,
Detective and Dispatchers

- +1% additional for Dispatchers
contingent on renewal of Dispatcher
Agreement

Effective 7/1/91 - +4% for Patrolmen, Sergeant,
Detective and Dispatchers

- +1% additional for Dispatchers
contingent on renewal of Dispatcher
Agreement

March 1990

Mr. Fred LaMaire
Field Representative
Michigan Fraternal Order of Police
1042 Blanchard SW
Wyoming, MI 49509

Benefits provided to retirees

Mr. LaMaire:

During negotiations for the current contract, concerns have arisen regarding the City's exercise of its discretion in the past to provide insurance to retirees and their spouses. This is to inform you that the City of Hastings has no present intention of altering its discretionary decision by discontinuing benefits to retirees and their spouses during the term of the Agreement which expires June 30, 1992. However, this does not in any way preclude the City from continuing to exercise its discretion by establishing a different policy in the future.

This letter is not a part of the current Agreement and is not subject to the Grievance Procedure. In no way should this letter be construed as a contract or shall it work as precedent or prejudice to the Employer's rights in the future. The City retains all rights to alter or amend its policies, and this letter does not create any additional rights for the Union.

Sincerely,

Mary Lou Gray
Mayor