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11-16-89
ARB

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
COMPULSORY ARBITRATION

IN THE MATTER OF:

The City of Hazel Park,
Employer,

-and-

Labor Council, Michigan Fraternal
Order of Police,
Union.

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

MERC Act 312
Case No. D88C-1012

Richard L. Kanner, Chairperson
Daniel J. Bretz, Employer Delegate
Jerry Caster, Union Delegate

STIPULATED AWARD

Pursuant to the stipulation of the parties, the following award is issued by the Arbitration Panel pursuant to Public Act 312 of 1969:

1. Article Six, Hospitalization, Section 1, shall be changed and amended to read as follows:

"Section 1. The City of Hazel Park will provide Blue Cross (or equal) coverage for all full-time Employees and their families for so long as the Employee remains on the rolls of the City as an Employee. Such Employees will have the option to choose either of the following coverages:

<u>Traditional</u>	<u>Blue</u>	<u>Cross.</u>	<u>Comprehensive</u>
Hospital,	D45NM,	CC/CLC,	MVF-1, ML,
Predetermination,	SAT-2,	SOT-PE,	GLE-1, Master
Medical Option IV,	\$3.00 Prescription	Drugs,	
PD-MAC,	Complementary Option	- Exact Fill,	DC

-or-

Hazel Park, City of

Blue Preferred Physician Option.
Comprehensive Hospital, D45NM, CC/CLC, MVF-1,
ML, TRUST 15, PLUS-15, SAT-2, SOT-PE, GLE-1,
Master Medical Option IV, MMC-POV, \$2.00
Prescription Drugs, PD-MAC, APDBP, DC

All retirees retiring after July 1, 1978, and their spouses will receive coverage under option 1 above, Traditional Blue Cross. A surviving spouse after the death of a retiree shall continue to receive this coverage until s/he dies or remarries."

2. Article Eight, Optical Coverage, Sections 1 and 2, shall be changed and amended to read as follows:

"Section 1. The City of Hazel Park will provide optical care coverage under the Co-Op Optical No Co-Payment Plan VI/Extra Benefit Program for all full-time Employees and their families for so long as the Employee remains on the payroll. The City shall pay 100% of the cost of such coverage.

Section 2. The Co-Op Optical shall cover the Employee, Spouse and children up to nineteen years of age, plus dependent students up to age twenty-five. The Benefits include:

- a. Annual eye exams
- b. Annual lenses and frames
- c. Frames included up to \$30.00
- d. #1 Rose indoor tint
- e. Bi-focals through a D28
- f. Kryptok, D-Seq or Executive Bi-focals
- g. Lenses - either glass or plastic

- h. Contact lens allowance: \$50.00 toward hard or soft contact lenses

3. Article Fourteen, Longevity Pay, Sections 1 through 5, shall be changed and amended to read as follows:

"Section 1. All nonresident Employees hired before July 1, 1988, covered by this Agreement who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid by December 15, longevity pay according to the following schedule:

5 years but less than 10 years:	- 2% of base salary, overtime and holiday pay
10 years but less than 15 years	- 4% of base salary, overtime and holiday pay
15 years but less than 20 years	- 6% of base salary, overtime and holiday pay
20 years but less than 25 years	- 8% of base salary, overtime and holiday pay
25 years and over	- 10% of base salary, overtime and holiday pay

Section 2. All resident Employees hired before July 1, 1988, covered by this Agreement who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid, pursuant to Ordinance No. 533, by December 15th, longevity pay according to the following schedule:

5 years but less than 10 years	- 3% of base salary, overtime and holiday pay
10 years but less than 15 years	- 5% of base salary, overtime and holiday pay
15 years but less than 20 years	- 7% of base salary, overtime and holiday pay
20 years but less than 25 years	- 9% of base salary, overtime and holiday pay
25 years and over	- 11% of base salary, overtime and holiday pay

Section 3. All Employees hired on or after July 1, 1988, regardless of residency, who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid, inclusive of any Ordinance No. 533 monies, by December 15th, longevity pay according to the following schedule:

5 years but less than 10 years	- 2% of base salary, overtime and holiday pay
10 years but less than 15 years	- 4% of base salary, overtime and holiday pay
15 years but less than 20 years	- 6% of base salary, overtime and holiday pay
20 years but less than 25 years	- 8% of base salary, overtime and holiday pay

Section 4. Longevity shall be determined and payable as of December 1st of each calendar year according to the Employee's starting date as determined by the City records. Longevity pay will be paid pro-rata for the number of months from the Employee's last anniversary date to the day of payment.

Section 5. The City resident schedule shall apply only when an Employee is a resident of the City of Hazel Park on December 1st. There will be no proration when an Employee was a City resident for part of the year but no longer resided in Hazel Park on December 1st."

4. Article Seventeen, Civil Service Rules, Sections 5 and 6 shall be changed and amended as follows:

"Section 5. Any grievance or dispute which may arise between the parties under the terms of this Contract shall be settled in the following manner. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar future action or appeal:

Step 1. Any Employee having a grievance shall first take up the matter with his immediate Supervisor and his Union Representative within five (5) days of the date upon which the grievable matter occurred, or the date upon which the Employee should have known of the matter or the grievance is waived. The Supervisor shall attempt to adjust the matter and shall respond to the Union Representative or Employee within five (5) working days, excluding Saturdays, Sundays, or Holidays, submitting a copy of his response to the Chief of Police.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Representative or the Union Grievance Committee to the Chief of Police within five (5) days after the Supervisor's response is due or the grievance is waived. The Chief of Police shall respond to the Union Representative or Grievance Committee in writing within five (5) working days, excluding Saturdays, Sundays, or Holidays.

Step 3. If the grievance remains unsettled, or if the Chief of Police has not responded within five (5) working days, excluding Saturdays, Sundays or Holidays, the grievance may be presented by the Union Representative or the Grievance Committee to the City Manager. The City Manager shall review the matter and shall respond to the party submitting the grievance within five (5) working days, excluding Saturdays, Sundays or Holidays.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Chief of Police or City Manager is due, by written notice to the other, request Arbitration. The Arbitration proceeding shall be limited specifically to the point in question and shall be further limited solely to the interpretation and application of this Agreement. The parties may attempt to mutually select an arbitrator or the Arbitration Panels will be requested from the Michigan Employment Relations Commission.

Section 6. The claim of any employee that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance. The employee shall have the option, after Step Two, of either electing an Act 78 Civil Service Hearing or, with the consent and at the request of the Association, electing to proceed to arbitration under Step Three."

5. Article Twenty, Funeral Leave, Sections 1 and 2, shall be amended and changed as follows:

"Section 1. Employees will be granted a maximum of three (3) days leave without charge to attend the funeral of their mother, father, sister, brother, parent-in-law, grandparents, spouse's grandparents, grandchildren, or other relative in the Employee's household when the funeral is held within a three hundred (300) mile radius of the City of Hazel Park.

Section 2. Employees will be granted a maximum of five (5) days leave without charge to attend the funeral of their mother, father, sister, brother, parent-in-law, grandparents, spouse's grandparents, grandchildren, or other relative in the Employee's household when the funeral is held outside of a three hundred (300) mile radius of the City of Hazel Park, or for the funeral of the Employee's spouse or child, regardless of the distance."

6. Article Twenty-One, Uniforms and Cleaning, Section 1, shall be amended and changed as follows:

"Section 1. Each member of this unit shall be entitled to an annual uniform allowance and an annual cleaning allowance. Said sum will be payable quarterly.

1987-88:	Uniform - \$300/year Cleaning - 200/year
1988-89:	Uniform - \$325/year Cleaning - 200/year
1989-90:	Uniform - \$325/year Cleaning - 225/year"

7. Article Twenty Three, Shift Premium, Sections 1 and 2, shall be amended and changed as follows:

Section 1. The City will pay a shift premium of .75% of base salary prorated after January 1st of each year to

Employees who are assigned to the afternoon and/or midnight shifts (termed inconvenient shifts) during a minimum of 50% of their regular duty time throughout the year.

Section 2. The shift premium payment is to be made on the first pay period after June 30th each year.

8. ~~Article Twenty Five~~, Wages, Sections 1 through 4, shall be amended and changed as follows:

"Section 1. In the 1987-88 Contract year, the maximum base salary shall be: Sergeant -- \$34,500; Lieutenant -
- \$38,400.

Section 2. In the 1988-89 Contract year, the maximum base salary shall be: Sergeant -- \$35,535; Lieutenant -
- \$39,552.

Section 3. In the 1988-90 Contract year, the maximum base salary shall be: Sergeant -- \$36,601; Lieutenant -
- \$40,739.

Section 4. There shall be a one-time five hundred (\$500.00) dollar signing bonus for each member of the Command Unit on the payroll as of the effective date of this Agreement."

9. Article Twenty Seven, Retirement Plan Modifications, shall be amended and changed as follows with the following additional provisions to be effective as soon as possible after the date of this award:

"Section . Section 2.80.110 at Option B, Option C and Option D shall be amended to read as follows:

Option B - 100% Joint and Survivor. A Retirant may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 100% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall be Actuarially Equivalent to the retirement income provided by 2.80.064, payable as a straight life Pension. For Command Officer Unit members retiring after [effective date] if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Option C - 50% Joint and Survivor. A Retirant may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 50% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall be Actuarially Equivalent to the retirement income provided by 2.80.064, payable as a straight life Pension. For Command Unit members retiring after [effective date] if the designated beneficiary predeceases the retirant, the retirant's monthly income for

life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Option D - 75% Joint and Survivor. A Retirant who was a Police or Fire Employee Member may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 75% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall equal 95% of the retirement income provided by 2.80.064, payable as a straight life pension. For Command Unit members retiring after [effective date] if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Section . Section 2.80.064 shall be amended by adding subsection 2.80.062c.3. to read as follows:

2.80.062c.3. Effective _____, any age for Command Unit members only if the member has 25 or more years of total credited service with the City.

Section . Effective _____, employee contributions shall be at the rate of 5.5% of payroll and Section 2.80.141(b)1 of the Code shall be amended accordingly."

10. Article Nineteen, Sick Leave, Sections 3 and 5 shall be amended as follows:

Section 3. Unused sick time may be accumulated. Employees hired before July 1, 1988 may accumulate up to 100 days of unused sick time. Employees hired after July 1, 1988, may accumulate up to 80 days of unused sick time. On the first of June each year, sick time accumulation in excess of these amounts may be converted to salary at one-half (1/2) the Employee's regular rate of salary, or may be converted to vacation time at the rate of one (1) vacation day for each day of sick time beyond the 100 or 80 day limits. Such time is then to be known as Vacation/Sick Time. Vacation/Sick Time (V/S) may be accumulated to a maximum of twenty-four (24) days. Whatever accumulated V/S time exceeds twenty-four (24) days on the first of June, all excess days will automatically be converted to salary at one-half (1/2) salary rate.

Section 5. Sick Leave shall be considered for all purposes as continuing service, but in the event of layoff, retirement or voluntary resignation, one-half (1/2) of the unused accrued sick time (to a maximum of 100 days or 80 days, depending upon the date of hire), shall be paid in an amount not to exceed the one-half (1/2) of the maximum accumulation (i.e., 50 or 40 days).

However, no payment shall be made when the Employee is dismissed for just cause."

11. A new article shall be added entitled "Residency" and shall read as follows:

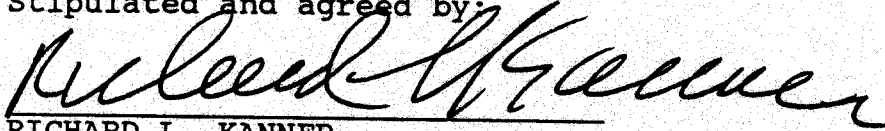
"Section 1. All Employees hired after July 1, 1988 shall, as a condition of continued employment, reside within fifteen (15) miles of the corporate limits of the City of Hazel Park. Such employees shall establish their residence within these limits within six months of completion of their probation period."

12. A new article shall be added entitled "Defense and Indemnification" and shall read as follows:

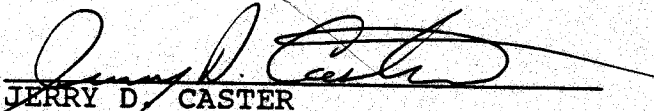
"Section 1. All Command Unit employees shall be covered by liability insurance while in the course of their duties in an amount which is sufficient to cover reasonably anticipated civil damages. When a Command Unit employee needs legal assistance as a result of actions taken within the scope of his authority and employment, he shall have the right to request and receive such assistance from the City. In such a case, the City shall provide legal counsel for the purposes of advice and representation, shall provide for the payment

of all fees and costs and shall provide for indemnification for any damages incurred in excess of insurance coverage."

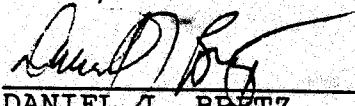
Stipulated and agreed by:



RICHARD L. KANNER
Chairperson



JERRY D. CASTER
Union Delegate



DANIEL J. BRETZ
City Delegate

Dated: 11-16-89