

9-1-89
ARB

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

CITY OF MARSHALL

-and-

MICHIGAN FRATERNAL ORDER
OF POLICE (PATROL)

Arising pursuant to
Act 312, Public Acts
of 1969, as amended

L88 C-263

* * * * *

STIPULATED AWARD

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LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

APPEARANCES

For the Employer:

Douglas L. Callander
Kreis, Enderle, Callander & Hudgins

For the Union:

Kenneth W. Zatkoff
Attorney at Law

For the Arbitration Panel:

Mark J. Glazer, Chairperson
Richard Watkins, City Designee
Ray Wallace, Union Designee

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STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
TECHNICAL OFFICE

Pursuant to Act 312, the parties held a hearing at the City of Marshall offices on July 26, 1989. At that time the parties agreed to the following stipulated award. The neutral chairperson, Mark J. Glazer, stated that the stipulated award was the likely outcome, had this matter proceeded to a contested hearing. All other issues have been resolved by the parties.

AWARD

ARTICLE 7 - SENIORITY

Section 1. Seniority Definition:

City-wide seniority shall be defined as the total time elapsed since the employee's last date of hire with the City without a break in service and shall be used to determine an employee's longevity payments and vacation allotment.

Bargaining Unit Seniority shall be defined as the total elapsed time within the bargaining unit since the employee's last date of hire. This definition of seniority shall be used for vacation selection, layoff and recall, job vacancies and promotions, holiday selection, personal leave selection, shift bidding and all other areas where seniority is a consideration, except in those areas where city-wide seniority is the determining factor.

Section 2.

Seniority will continue to accumulate during paid leave, including sick leave, personal leave, workers compensation and paid vaca-

tion. Except as otherwise provided, seniority will not terminate but will not accumulate during lay-off and unpaid leaves of absence in excess of thirty (30) calendar days.

Section 2 becomes Section 3

Section 3 becomes Section 4

Section 4 becomes Section 5

ARTICLE 10 - VACATION

Section 3.

Vacation shall be accumulated on a pro-rata monthly basis based upon the employee's entitlement to annual vacation as set forth below. Vacation credit earned in one employment year shall be taken in the following employment year. "Employment Year" shall be based upon the anniversary of the employee's date of hire. An employee who completes his employment year shall receive vacation based on the following schedule:

<u>Completion of</u>	<u>Vacation Credit</u>
1 year	5 days
2 years	10 days
3 years	10 days
4 years	10 days
5 years	17 days
6 years	17 days
7 years	17 days
8 years	17 days
9 years	17 days
10 years	18 days
11 years	18 days
12 years	18 days
13 years	18 days
14 years	18 days
15 years	22 days
16 years	22 days
17 years	22 days
18 years	22 days
19 years	22 days
20 years	22 days
21 years and over	28 days

ARTICLE 13 - HEALTH INSURANCE - VISION CARE

Section 5.

The City shall provide a self-insured Vision Care plan for employee's and their dependents. The plan shall pay up to \$175 per year effective 7/1/88 and \$185 per year effective 7/1/89 and \$200 per year effective 7/1/90, for costs incurred for such optical care as eye examination, lenses, frames or other optical care. Employee's shall be reimbursed for the actual cost up to the maximum allowed per family upon the City receiving a copy of the actual bill.

ARTICLE 21 - MISCELLANEOUS UNIFORMS

Section 6. Uniform List - No Change

The City shall maintain the above items in good, serviceable condition and shall replace such items at its discretion. The City shall arrange for a place that employees may take their uniforms for cleaning at the expense of the City. In addition, the City shall contribute a maximum of fifty-five (\$55.00) dollars for a pair of shoes each year of the Agreement.

ARTICLE 21 - MISCELLANEOUS PENSION

Section 11. (Add to Section)

Effective July 1, 1989, each employee shall contribute six percent (6%) of his gross wages to the retirement fund.

ARTICLE 21 - TRAINING

Section 13. (First paragraph)

An employee who is required to attend an employment related

school on his regularly scheduled work day will receive pay for the time in actual attendance and for travel time to and from the school or training up to a maximum of nine (9) hours pay. If the school or training is less than eight (8) hours, the employee shall return to the City and complete the remainder of his shift.

ARTICLE 22 - GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance.

A grievance is defined as a claim founded on an alleged violation of this Agreement; any grievance filed shall refer to the specific provision alleged to have been violated and shall set forth the facts pertaining to the alleged violation. Any grievance not conforming to the provisions of this section shall be denied on the basis of not constituting a valid grievance.

Section 2. Steps of the Grievance Procedure.

Whenever a grievance arises, an employee may present said grievance to his immediate supervisor within five (5) working days of the event on which the grievance is based. The employee shall suffer no loss of pay for the time spent with their immediate supervisor to discuss the grievance. The employee who feels they have been aggrieved shall be allowed the presence of a local union representative when discussing the alleged grievance. If the issue is unresolved, the employee, on his or her own time, may reduce the grievance to writing on a form provided by the Union and approved by the City and then present it according to the following procedure and to all of the rules for grievance processing of Section 3 of this Article. Failure to comply with all of the requirements as set forth in the following

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grievance procedure or with the rules for grievance processing shall be used by a management representative at any step as a permanent grievance denial.

Step 1 - No change

Step 2 - If the answer of the Police Chief in Step 1 is not considered satisfactory by the employee, the employee's representative or his/her designee may within three (3) days thereafter, present it to the City Manager. The Union or the City Manager may call a meeting at which any participant may attend who has participated in a previous Step. The grievant and local representative shall be present for that meeting. The Labor Council representative may be present. The City Manager shall answer the grievance, in writing, no later than ten (10) days after it is presented to him or the date of the meeting, whichever is later.

Step 3 - No change

Section 3. Rules of Grievance Processing.

ADD: (g) "Days" within the grievance procedure shall be defined to exclude Saturdays, Sundays and all Holidays and "Days" for the procedural time limits are to begin at 12:01 a.m. the following day.

ARTICLE 23 - AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION

Section 1.

This Agreement incorporates all Agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date.

Section 2.


This Agreement shall become effective July 1, 1988, and shall

continue in full force and effect until June 30, 1991, at 12:00 mid-night, and for successive annual periods thereafter unless not more than ninety (90) days or less than sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision or modification and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

Wages - All Levels and Classifications

Effective 7/1/88	3.4%
Effective 7/1/89	3.5%
Effective 7/1/90	4.0%


Mark J. Glazer, Chairperson


Richard Watkins, City Designee


Ray Wallace, Union Designee

Dated: September 1, 1989