

656

MICHIGAN EMPLOYMENT RELATIONS COMMISSION
IN THE MATTER OF THE STATUTORY ARBITRATION
BETWEEN

THE CITY OF PORT HURON

-and-

MERC No. D91 H1483

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

STIPULATED AWARD

December 29, 1992

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STATE OF MICHIGAN
DEPT. OF LABOR & INDUSTRY

PANEL

Impartial Chairman:

Barry C. Brown

Employer Delegate:

Douglas Alexander

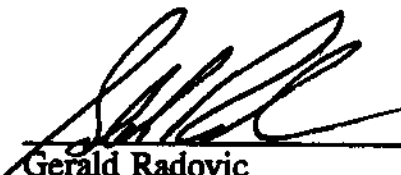
Union Delegate:

Gerald Radovic

This stipulated Act 312 Award constitutes all agreed upon changes for a new 3-year collective bargaining agreement between the City of Port Huron and the Police Officers Association of Michigan for the period July 1, 1991 through June 30, 1994.


Barry C. Brown
Impartial Chairman


Douglas Alexander
City Delegate

 12/29/92
Gerald Radovic
Union Delegate

WAGES

Modify Appendix A, "Classification and Compensation Rates," to reflect the following schedule of wage increases:

- A. June 29, 1991, 4% "across the board increase;"
- B. June 27, 1992, 4% "across the board increase;"
- C. June 26, 1993, 4% "across the board increase;"

Wage increases to be retroactive to dates indicated on all hours compensated.

PENSION - EMPLOYEE CONTRIBUTION
PENSION - MULTIPLIER
PENSION - BENEFIT CAP

Under Article XLIII, "Pension," delete all Sections currently in the contract and replace with the following:

ARTICLE XLIII
PENSION

- 43.1: Effective the first day of February, 1993, all employees will be covered under the Municipal Employees Retirement System (MERS). Benefit levels provided will be B-3, 2.25% multiplier, RS 50, FAC-3, F50/25 and 10-year vesting. Effective January 1, 1994, the benefit plan will be upgraded to B-4, 2.5% multiplier, RS 50, FAC-3, F50/25 and 10-year vesting.
- 43.2: The employee pension contribution shall be 4.8%.

HEALTH INSURANCE

Under Article XXXI, "Hospital, Medical and Surgical Service," replace Section 31.1 with the following:

ARTICLE XXXI HOSPITAL, MEDICAL AND SURGICAL SERVICE

31.1: The Employer shall continue to pay the total cost of the current Blue Cross-Blue Shield Hospital and Medical Plan, with Master Medical (Option II) coverage and prescription program, or at the Employer's option, an equivalent hospital and medical plan for each permanent, full-time employee, spouse and dependent children to the end of the year in which said children attain their nineteenth (19th) birthday.

Effective the month following issuance of the Act 312 Award (D91 H-1483), the current plan shall be modified to include deductible program DRI 275/550 and alternative Prescription Drug Benefit Program PD-MAC with a \$5.00 co-pay.

The Employer shall not pay the cost of the hospital and medical plan where, at the effective date of employment, said employee is already covered by a hospital - medical plan that is identical in the coverage offered by the Employer wherein said employee has member coverage offered by the Employer wherein said employee has member coverage and is not a subscriber. In the event the subscriber of such a hospital - medical plan ceases to be so covered resulting in an employee losing member coverage, the Employer shall, upon notice, immediately enroll the affected employee under its existing plan with full coverage for the employee, spouse and

dependents, if any, thereby insuring such an employee of continuous coverage for benefits.

Waiver of Medical Coverage

Employees electing not to participate in the health insurance program, i.e., Hospital, Medical, Surgical Service, will be eligible to receive a \$100.00 per month payment in lieu of receiving such coverage. Payment will be made annually during the month of December for credit earned that year. In the event both a husband and wife work for the City, the employer will automatically waive the lower seniority employee unless requested differently by the employee.

ELIGIBILITY FOR RETIREMENT BENEFITS

80-POINT PLAN

Status Quo

DISABILITY INCOME PLAN

Status Quo

PROMOTIONS

Under Article XXXV, "Promotions," replace Sections 35.2 and 35.3 with the attached.

Under Article XL, "Assignment," replace Sections 40.2 and 40.3 with the attached.

35.2: The applicant must attain at least seventy (70%) percent score on the written portion of the application test to be eligible for promotion. The employee's OVERALL performance rating shall COMPRISE 40% OF THE TOTAL WEIGHTED SCORE AND SHALL CONSIST OF TWO PARTS:

A. PROMOTIONAL POTENTIAL EVALUATION - 20%

COMPLETED ON EACH CANDIDATE BY PORT HURON SERGEANTS, LIEUTENANTS, AND CAPTAINS JUST PRIOR TO THE ADMINISTRATION OF THE WRITTEN EXAMINATION. FOR THE POSITIONS OF DETECTIVE, JUVENILE OFFICER, TRAFFIC SAFETY OFFICER, SERGEANT OR LIEUTENANT. IN THOSE INSTANCES WHERE A DETECTIVE, JUVENILE OFFICER OR TRAFFIC SAFETY OFFICER IS TESTING FOR LIEUTENANT THEY WILL NOT RECEIVE PROMOTIONAL POTENTIAL EVALUATIONS FROM COMPETING SERGEANTS WHO ARE ALSO TESTING FOR LIEUTENANT. ALL THE COMMAND RATINGS FOR EACH CANDIDATE WILL BE TOTALLED, DIVIDED BY THE TOTAL NUMBER OF COMMAND RATERS (TWELVE [12] IF ALL POSITIONS ARE FILLED) AND MULTIPLIED BY 20%.

B. DEPARTMENT PERFORMANCE EVALUATIONS - 20%

USING THE DEADLINE DATE FOR APPLICATION FOR PROMOTION THE FOUR (4) MOST RECENTLY COMPLETED, SIX MONTH DEPARTMENTAL PERFORMANCE EVALUATIONS FOR EACH CANDIDATE WILL BE TOTALLED, DIVIDED BY FOUR AND MULTIPLIED BY 20%.

35.3: An applicant's final score will be determined by the weighted factors of the areas tested as follows:

- A. Written - 40% FORTY PERCENT
 - B. OVERALL Performance Rating - 40%
 - C. Seniority - 10% calculated as follows: one-half (1/2) percentage point for each full year of seniority not to exceed twenty (20) years or ten (10) percentage points, as of deadline date for application for promotion.
 - D. ORAL BOARD - 10% TEN PERCENT
- EACH ELIGIBLE CANDIDATE, WILL BE AFFORDED THE OPPORTUNITY TO CONTINUE IN THE PROCESS AND BE INTERVIEWED BY A THREE MEMBER PANEL FROM OUTSIDE THE PORT HURON POLICE DEPARTMENT. THE CHIEF WILL SELECT ORAL BOARD MEMBERS. THE UNION MAY REJECT AN ORAL BOARD MEMBER FOR CAUSE WITHIN FIVE DAYS OF THE POSTING OF THE PANEL MEMBERS.

40.2: Qualification of Applicants. A general aptitude test shall be given to those interested, and the applicant must attain at least seventy (70%) percent score on the written portion of the test to be eligible for assignment. The employee's OVERALL performance rating shall COMPRISE 40% OF THE TOTAL WEIGHTED SCORE AND SHALL CONSISTS OF TWO PARTS:

- A. AN ASSIGNMENT POTENTIAL EVALUATION - 20%
COMPLETED ON EACH CANDIDATE BY PORT HURON SERGEANTS, LIEUTENANTS, AND CAPTAINS JUST PRIOR TO THE ADMINISTRATION OF THE WRITTEN APTITUDE TEST. ALL THE COMMAND RATINGS FOR EACH CANDIDATE WILL BE TOTALLED, DIVIDED BY THE TOTAL NUMBER OF COMMAND RATERS (TWELVE [12] IF ALL POSITIONS ARE FILLED) AND MULTIPLIED BY 20%.
- B. DEPARTMENT PERFORMANCE EVALUATIONS - 20%
USING THE DEADLINE DATE FOR APPLICATION FOR ASSIGNMENT THE FOUR (4) MOST RECENTLY COMPLETED, SIX MONTH DEPARTMENTAL PERFORMANCE EVALUATIONS FOR EACH CANDIDATE WILL BE TOTALLED, DIVIDED BY FOUR AND MULTIPLIED BY 20%.

40.3: An applicant's final score will be determined by the weighted factors of the areas tested as follows:

- A. Written - 40% FORTY PERCENT
- B. OVERALL Performance - 40%

C. Seniority - 10% calculated as follows: one-half (1/2) percentage point for each full year of seniority not to exceed twenty (20) years or ten (10) percentage points. AS OF DEADLINE DATE FOR APPLICATION FOR PROMOTION.

D. ORAL BOARD - 10% TEN PERCENT

EACH ELIGIBLE CANDIDATE, WILL BE AFFORDED THE OPPORTUNITY TO CONTINUE IN THE PROCESS AND BE INTERVIEWED BY A THREE MEMBER PANEL FROM OUTSIDE THE PORT HURON POLICE DEPARTMENT. THE CHIEF WILL SELECT ORAL BOARD MEMBERS. THE UNION MAY REJECT AN ORAL BOARD MEMBER FOR CAUSE WITHIN FIVE DAYS OF THE POSTING OF THE PANEL MEMBERS.

**TENTATIVE AGREEMENTS
REACHED
PRIOR TO ARBITRATION**

ARTICLE XLII GRIEVANCE PROCEDURES

42.4: Step 1: If an employee feels he has a grievance,
he shall discuss the grievance with his supervisor

and failing to resolve the issue he then shall discuss the grievance with the Union. The Union may discuss the grievance with the immediate supervisor as outlined in Article VIII. If the matter is thereby not disposed of within three (3) working days, it will be submitted by the Union in writing on forms supplied by the Union to the immediate Supervisor. The immediate Supervisor shall answer the grievance within three (3) working days.

42.5: Step 2. If the grievance is not satisfactorily settled in Step 1, the Union may within three (3) working days appeal the grievance in writing to the ~~Chief of Police~~ (BUREAU CAPTAIN). A meeting will be held between the Chief Steward and the ~~Chief~~ (BUREAU CAPTAIN) to discuss the grievance within five (5) days from the date the appeal is

received ~~by the Chief~~. The Chief (BUREAU CAPTAIN) shall submit to the Union within five (5) days after this meeting an answer stating the department's position concerning the grievance as a result of this meeting.

42.6: STEP 3. IF THE GRIEVANCE IS NOT SATISFACTORILY SETTLED IN Step 2, THE UNION MAY WITHIN THREE (3) WORKING DAYS APPEAL THE GRIEVANCE IN WRITING TO THE CHIEF OF POLICE. A MEETING WILL BE HELD BETWEEN THE CHIEF STEWARD AND THE CHIEF TO DISCUSS THE GRIEVANCE WITHIN FIVE (5) DAYS FROM THE DATE THE APPEAL IS RECEIVED BY THE CHIEF. THE CHIEF SHALL SUBMIT TO THE UNION WITHIN FIVE (5) DAYS AFTER THIS MEETING AN ANSWER STATING THE DEPARTMENT'S POSITION CONCERNING THE GRIEVANCE AS A RESULT OF THIS MEETING.

42.7: Step 4: If the grievance is not satisfactorily settled in Step 3, the Union may within five (5) days appeal the grievance to the personnel officer. A meeting will be held between at least two (2) representatives of the Union and at least two (2) representatives of the employer to discuss the grievance within seven (7) calendar days from the date the appeal is received by the personnel officer. The personnel officer shall submit to the Union, within five (5) days after this meeting, an answer stating the employer's position concerning the grievance as a result of the meeting.

Section 9-1: - SPECIAL CONFERENCE

Change as follows: "...the Unit President, Chief of Police, and the Personnel Director."

ARTICLE XVI
OVERTIME EQUALIZATION

16.1: It is agreed between the Employer and the Union that the principle of equalization of overtime shall be applied. The Employer shall devise an appropriate method to accomplish equalization of overtime as equitably as possible within the work schedule within each platoon and records will be maintained and made available for inspection by employees. Special overtime will be assigned on a Department-wide basis whenever possible.

BECAUSE OF THE DAILY FLUCTUATIONS IN PERSONNEL RESOURCES AND OPERATIONAL EXIGENCIES, COMMAND OFFICERS ARE ONLY OBLIGATED TO MAKE ONE ATTEMPT TO CONTACT MEMBER(S) FOR

OVERTIME. FOR EQUALIZATION PURPOSES, A NO RESPONSE OR A TELEPHONE ANSWERING MACHINE RESPONSE SHALL BE CONSIDERED AN EQUALIZATION ATTEMPT, *but not a refusal.*

Parking Enforcement - change title from meter attendant to
parking enforcement officer

APPENDIX A

LETTER OF UNDERSTANDING

It is expressly agreed and understood between the Police Officers Association of Michigan (POAM) and the City of Port Huron that effective the first pay period following issuance of the stipulated Act 312 award (MERC Case No. D91H-1483) each bargaining unit member shall receive a one time payment of \$500 in lieu of optical insurance coverage.