

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

STATE OF MICHIGAN
COMPULSORY ARBITRATION

In the Matter of:

CITY OF RIVERVIEW,

Employer,

-and-

LIEUTENANTS AND SERGEANTS
ASSOCIATION, MICHIGAN FRATERNAL
ORDER OF POLICE, SEAWAY LODGE
NO. 154,

Union.

APPEARANCES:

CHARLES E. WYCOFF, Esq.
Appearing on behalf of the City Employer
Logan, Huchla, Wycoff & Pentiuk, P.C.
13900 Sibley Rd., P.O. Box 2148
Riverview, MI 48192

KENNETH W. ZATKOFF, Esq.
Appearing on behalf of the Union, Command Officers
6735 Telegraph Road, Suite 330
Birmingham, MI 48010

STIPULATED 312 ARBITRATION AWARD

IT IS HEREBY AGREED AND STIPULATED by and between the City of Riverview, hereinafter referred to as "Employer", and the Lieutenants and Sergeants Association, Michigan Fraternal Order of Police, Seaway Lodge No. 154, hereinafter referred to as "Union", that the Arbitration Panel seated in Case No. D-88-A-309 be, and it is hereby authorized by the respective parties to enter the following award:

WAGES

effective July 1, 1988	4%
effective July 1, 1989	4%
effective July 1, 1990	4%

Sugerman, Donald F.

Sub. 7-6-89

Donald Sugerman

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
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HEALTH CARE COVERAGE

The health insurance coverage afforded all members of the bargaining unit will be modified to provide for the following coverage:

Blue Cross Blue Shield, MVF-1, Master Medical Option II, together with the Preferred Provider Option, commonly known as PPO. In addition, all members of the bargaining unit will be provided with the reciprocity rider, as outlined in the Union demands. The cost of such coverage will be fully paid by the Employer.

The health insurance coverage afforded by this agreement shall be converted to traditional Blue Cross Blue Shield coverage when the retiree establishes permanent residence outside of the State of Michigan, or when the retiree qualifies for Social Security benefits, but not later than age 65 years.

SICK LEAVE

The Employer shall purchase all sick days from police lieutenants above one hundred and twenty days (120). In no event shall the Employer purchase more than one hundred and forty (140) days, the difference between two hundred and sixty (260) days and one hundred and twenty (120). This buy out provision of this agreement shall apply only to those bargaining unit members in this bargaining unit on May 24, 1989.

The Employer also agrees to purchase the sick leave days of Thomas Coffey in excess of one hundred and twenty (120) days for the flat amount of Nine Thousand Dollars (\$9,000.00). Excess days not so purchased shall remain in the sick bank and shall be used for sick days only.

On and after the date of this agreement, no bargaining unit member shall receive a payout at retirement of more than one hundred and twenty (120)

days. Such lump sum payouts shall continue to be excluded from final average earnings.

EDUCATIONAL INCENTIVE PAY

Educational incentive pay shall be deleted effective July 1, 1989. Employees who qualify for the stipend for the 1988-89 contract year shall receive their payment in accordance with the contract language in effect on July 1, 1988.

STEP UP PAY

The step up pay provisions of the current collective bargaining agreement shall be modified to provide that an employee working in a higher classification shall receive the rate of pay for the higher classification when the employee is assigned to work, and actually works, in the higher classification for a period of eight (8) hours or more.

PROMOTIONAL PROCEDURE

The current contract provisions relative to educational requirements from sergeant to lieutenant shall be modified to grandfather all current employees of the bargaining unit from having to comply therewith.

INVESTIGATIVE PAY

The current contractual provisions relative to investigative pay for officers assigned to the detective bureau shall be deleted immediately.

COURT TIME

The court time provisions of the current collective bargaining agreement shall be modified to provide that bargaining unit members required to attend court at a time contiguous with their respective shift shall receive overtime pay rather than call-in pay. In all other situations, the current call-in provisions of the collective bargaining agreement shall apply.

SENIORITY ADVANCEMENT

The current collective bargaining agreement shall be modified to provide that a bargaining member's seniority date shall be advanced for any unpaid absence or suspension of thirty (30) days or more.

DEFERRED COMPENSATION

The current practice of holding deferred compensation deductions for annual transmittal to the fund trustee shall be modified by the bi-monthly transmittal to said trustee. This provision shall become effective upon installation and operation of appropriate computer software by the city, but in no event later than July 1, 1990.

WORKERS COMPENSATION

Article X, Section 3, paragraph 2 of the current collective bargaining agreement shall be modified to eliminate the following language:

"Effective upon the date of ratification and approval of this agreement by the Union and the City Council, such"

The following language will be inserted:

"Effective January 19, 1987, such ***"

DENTAL INSURANCE LANGUAGE

Article XI, Section 7 shall be modified to incorporate the modification of the dental insurance language award by the 312 Arbitration Panel chaired by Sandra Silver, designated as Case No. D87-A-93 and dated August 25, 1987.

PENSION

The current provision of the collective bargaining agreement relative to pension shall be modified as follows:

1. Effective May 24, 1989, Final Average Compensation (FAC) shall be determined by averaging the best three (3) years of the last ten (10) years of service rather than the best five (5) years of the last ten (10).

2. Members of the bargaining unit shall be afforded the option of electing a pop-up provision relative to pension benefits received and as proposed by the Union. The pop-up option will result in a reduced benefit and shall be without cost to the city.

3. Retiree dental benefits shall be deleted and the Employer shall provide retirees with a fully paid drug rider. This provision shall become effective on and after May 24, 1989.

GRIEVANCES

All outstanding grievances and, in particular, Gr. No. 88-445, dated November 18, 1988, shall be deemed withdrawn as a result of this agreement, but such withdrawal will be without prejudice.

PRIOR AGREEMENTS

The award shall also include within its terms and provisions all tentative agreements reached by the parties during the course of negotiation of this collective bargaining agreement. Those modifications shall be subject of a meeting between the negotiators for the respective parties for purposes of incorporating such changes in the agreement.

STATUS QUO

All other issues not specifically modified by the provisions of this stipulated award shall revert to the status quo and shall remain unchanged

from the current collective bargaining agreement.

ARBITRATION PANEL CHAIRPERSON

By: Donald F. Sugerman 7/6/89
Donald F. Sugerman

CITY OF RIVERVIEW

By: Joseph W. Fremont 6-9-89
Joseph W. Fremont

LIEUTENANTS & SERGEANTS ASSOCIATION (FOP)

By: David K. Bearce 7/5/89
David K. Bearce