

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
COMPULSORY ARBITRATION

IN THE MATTER OF

CITY OF ROCHESTER

-and-

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

MERC Case No. D94 C-0742

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

\* \* \* \* \*

STIPULATED ACT 312 AWARD

\* \* \* \* \*

APPEARANCES

FOR THE COMPULSORY ARBITRATION PANEL

Mark J. Glazer, Chairperson  
Robert Wines, Union Delegate  
Kenneth Johnson, Employer Delegate

FOR THE EMPLOYER

John A. Entenman

FOR THE UNION

William Birdseye

STIPULATED ACT 312 AWARD

On December 6, 1995 the parties placed on the record a stipulated award, which is the existing contract as modified by Joint Exhibit 2, which is attached.

A handwritten signature in black ink, appearing to read 'Mark J. Glazer', written over a horizontal line.

Mark J. Glazer, Chairperson

Dated: December 13, 1995

RECORD COPY

LAW OFFICES  
**DYKEMA GOSSETT**  
PROFESSIONAL LIMITED LIABILITY COMPANY

400 RENAISSANCE CENTER

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BLOOMFIELD HILLS, MICHIGAN  
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John A. Entenman

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(313) 568-6914

November 15, 1995

FINAL AS  
AMENDED

Mark J. Glazer, Esq.  
3705 West Maple Road  
Bloomfield Hills, MI 48301-3215

Re: City of Rochester -and- POAM  
MERC Case No. D94 C-0742

Dear Mr. Glazer:

Enclosed please find the last best offers of the City of Rochester on all issues in dispute. Said issues, and the City's last best offer, are as follows:

<u>Issue</u>	<u>Last Best Offer</u>
1. Pension Multiplier (Patrol)	See Tab A.
2. Pension Multiplier (Dispatch)	See Tab A.
3. E-2 Escalator (Patrol) <sup>1/</sup> <i>QAE WITHDRAWN BY UNION adm.</i>	<del>No change from current contract.</del>
4. Retiree medical (Patrol)	See Tab B.

<sup>1/</sup> By phone on November 8, POAM advised the undersigned that it did not seek the E-2 benefit for other than patrol employees.

enc-X2

DYKEMA GOSSETT  
PLLC

Mark J. Glazer, Esq.  
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<u>Issue</u>	<u>Last Best Offer</u>
5. Retiree medical (Dispatch)	See Tab B.
6. Sick Time (Evidence of Illness)	See Tab C.
7. Permanent Shifts	<del>No change from current contract.</del> <i>See attached</i>
8. Ticket Quotas <i>WITHDRAWN BY 2h. UNION</i>	<del>No change from current contract.</del>
9. Officer Pick-Up	See Tab D.
10. Injury on the Job	See Tab E.

In addition, I have attached as Tab F a summary of agreed-to contract changes which should be included in the final Award. Several of those agreed-to changes have already been implemented, as indicated.

Finally, for the record, the parties exchanged "comparables" on October 18. They are as follows:

Union Comparables

1. City of Auburn Hills
2. City of Utica
3. Shelby Township
4. Oakland County

City Comparables

1. City of Rochester (non-union employees)
2. City of Rochester (DPW employees)
3. Holly
4. Village of Franklin
5. Lathrup Village
6. Oxford
7. Romeo
8. Utica

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Union Comparables

City Comparables

9. Walled Lake

10. Wixom

We are prepared to commence the hearing on Wednesday,  
December 6, at City Hall, at 10:00 a.m.

Very truly yours,

DYKEMA GOSSETT PLLC



John A. Entenman

JAE3164:dh

Enc.

cc: Mr. Ken Johnson, City Panel Delegate

Section 32. Retirement Benefits

(a) Each full-time patrol officer who qualifies thereunder shall receive those pension benefits to which he is entitled under Plan B-2 under the Michigan Municipal Employees' Retirement System. ~~Effective June 30, 1997~~, Plan B-3 shall be implemented. *Effective April 1, 1996, 42. JAZ*

(b) Each full-time ordinance officer and dispatcher who qualifies thereunder shall receive those pension benefits to which he is entitled under Plan C-1 under the Michigan Municipal Employees' Retirement System. Effective June 30, 1997, Plan B-1 shall be implemented.

(c) Effective July 1, 1995, eligible employees shall be covered by the MERS F-50 Program with a required period of credited service of twenty-five (25) years.

(d) All regular full-time employees shall be eligible to participate in the ICMA Deferred Compensation Program. The terms and conditions of said program are incorporated herein by reference, and are controlling. Any dispute regarding the Program is a dispute not subject to the grievance and arbitration procedure.

A

JAN 4 6h.

Section 30(d). Retiree Medical Insurance (Effective 4/1/96)

I. Eligibility. To be eligible, an individual must qualify under the following conditions:

- A. Have at least ten (10) years of continuous service in a full-time position with the City of Rochester, and
- B. Receive a pension benefit from the Michigan Municipal Employees Retirement System (MERS). A retiree receiving a pension benefit reduced because of early retirement shall still be eligible based upon the number of years of continuous full-time service with the City; or
- C. Any future retiree collecting a Michigan Municipal Employees Retirement System Disability Pension (i.e., for a permanent and total disability as a result of injury or illness).

II. Formula for Calculating the Benefit

- A. The formula for paying for the coverage for retiree hospitalization by the City of Rochester shall be based upon the following formula:

2.5% x qualified years of service x  
premium costs of a one (1) person family

B

### **III. Exclusions For Coverage**

- A. An employee shall not be eligible for the retiree hospitalization if said employee was in a position that was not provided hospitalization insurance coverage as part of his/her regular benefit program.**
- B. Additional years of service purchased from other communities or the military for pension purposes shall not be eligible. Only the years of full-time continuous employment with the City of Rochester shall be used in the formula.**

### **IV. Disclaimer**

- A. Financial participation by the City of Rochester shall be the percentage of the health insurance premium of the retiree for one (1) person coverage only. Payment of the remaining percentage of the premium for the retiree, and for any other eligible person covered under the policy, shall be the responsibility of the retiree. Said payment by the retiree must be made by the 1st of each month and should the retiree fail to make timely payment, the coverage will be discontinued and the retiree will NOT have the opportunity to reapply for participation.**



- B. If the retiree voluntarily drops out of this program at any time, or is dropped from the program pursuant to paragraph IV-A, said retiree shall not be eligible to re-enroll in the program.
- C. At such time that the retiree covered by this program dies, the spouse shall have the opportunity to continue coverage, but will be responsible for paying the full cost on a monthly basis, and should the spouse fail to make timely payment, that individual would be dropped from the program.
- D. This retiree program incorporates the actual insurance policy as though fully set forth herein, and as from time to time amended. Further, the continuation of this program is dependent upon the willingness of the insurance company to agree to provide this benefit to the retirees.
- E. Employees eligible to participate in this program shall have the opportunity to enroll in this program once. Once enrolled, failure to continue for whatever the reason shall disqualify the employee for future eligibility. At such time that the employee begins to receive the MERS pension, he/she shall notify the City.

Section 19(e)

When an employee expects to be absent from work due to illness, he shall notify or cause to be notified his supervisor prior to the beginning of that employee's shift. The employee shall, upon his return to work, fill out a sick leave form and present it to his supervisor. Should the employee fail to do this, no sick leave time will be paid. A certificate of illness or injury from a physician of the City Manager's choosing may be required <sup>for cause</sup> as evidence of illness or disability before compensation for the illness or disability is allowed, and shall be mandatory if the illness or disability continues for four (4) or more working days. <sup>off</sup> <sup>five (5) 9h</sup>

Effective July 1, 1996, after ~~four (4)~~ <sup>five (5)</sup> separate occurrences of sick leave per fiscal year, a doctor's certificate will be required on all sick leave absences for the remainder of the fiscal year unless notified not to do so in writing by the City Manager or his designee. Two-hour increments for doctor appointments will not be counted as an occurrence. Sick leave usage for an employee, or an employee's family (medical emergency), verified by a doctor certificate, will not be counted as an occurrence.

C

36. General

(b) Only the one (1) patrol officer currently (as of July, 1995) being picked up shall continue to be eligible for pick up. Such eligibility shall continue only as long as the officer continues to reside within one (1) driving mile of the City. ~~This benefit expires June 30, 1997.~~ am

*[Handwritten signature]*

D

Section 21. Injury On The Job

(a) Injury on the job means any absence required as the result of an injury or illness incurred in the course of employment for the City which is covered by the Michigan Workers' Compensation Act.

(b) The employee shall notify his supervisor immediately of any illness or injury incurred while on the job.

(c) Employees on disability absence for reason of injury on the job shall be paid, for a period not to exceed 270 calendar days from and after the date on which the injury occurs and/or reoccurs (the issue to be determined by the Bureau of Workers' Compensation) for such amount as, when added to the benefit received under the Workers' Compensation Act, will bring the employee's net income from wages, after deducting the federal and state income tax payable and retirement contributions with respect thereto, to 90% of what his net income would have been, (based upon applicable straight-time wages set forth in Section 26 hereof), after deducting the applicable federal and state taxes and retirement contributions, had he not been injured on the job. An employee may request an alternate arrangement with the City with respect to a delay in the start of receiving workers' compensation benefit payments and the repayment of advance(s) paid to the employee by the City. No charge shall be made to the employee's own accrued sick leave days.

E

(d) Sick leave credit will not accrue when an employee is off for work-related injury or illness. Vacation leave credit shall accrue for a maximum period of ninety (90) calendar days when an employee is off work for work-related illness or injury. Both sick and vacation leave credit will resume following the employee's return to work. An employee shall receive eight (8) hours holiday pay for each holiday which may fall within the first ninety (90) calendar days that the employee is off the job due to work-related illness or injury.

(e) The City shall continue to pay health and dental insurance premiums for the first 365 days an employee is off work pursuant to this Paragraph 21. At the employee's option, after said 365 days the City shall exhaust the employee's sick leave bank by paying to the employee an amount equal to fifty percent (50%) of the unused sick leave credited to such employee's account.

(f) An employee's seniority and employee status shall terminate should the employee not permanently return to work within 24 months of his last day worked.

(g) The employee shall provide to the City a copy of all Workers' Compensation Insurance benefits received, so that the City may meet its obligation as set forth above in this section.

AGREED-TO CHANGES

<u>Matter</u>	<u>Implemented</u>
1. Wages: 7/1/94: 3% 7/1/95: 3% 7/1/96: 3% <i>OK 6 ad</i>	Yes Yes Not yet
2. Longevity: 6% to all steps and classifications	07/01/94
3. Medical Insurance: BC/BS PPO Plan S	07/10/95
4. Life Insurance: \$50,000	07/01/95
5. Sick Leave: §19(1): Delete "to a maximum of \$500 per week."	07/01/95
6. Duration: 7/1/94 - 6/30/97	
7. §19(1): Change name of carrier to "Guarantee Mutual Life Company."	
8. §22(c): New: "Nothing in this Agreement shall impair or diminish any rights or obligations of employees as contained in the Family Leave Act, and the City reserves its right to implement and administer said Act."	
9. §25(d): "An employee may take not more than 50% of his earned vacation days in units of less than five (5) consecutive days."	
10. §31: Change name of carrier to "Guarantee Mutual Life Company."	
11. §36(1): "Every patrol officer must remain proficient in the use of firearms. The parties incorporate by reference the June 14, 1994 Bishop memorandum to Chief Glynn. Each sworn employee must attend firearms training a minimum of once each quarter (July through September, October through December, January through March, and April through June). Annual qualification attempts shall be scheduled for April, May, and June. Failure to achieve the minimum score by July 1 will require additional attempts during July, August, and September. Qualification is to be achieved by October 1."	

F (1)

12. §36(n): (New): "Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a federal or national level, and should the City or the unit employees be affected, directly or indirectly, by said legislation, then, at the request of either party, the parties shall negotiate regarding said subject."
13. Letters of Understanding: Replace with attached F(3).
14. Overtime Call-In Sheet: Revision re school liaison officers.

F(2)

F-3 GAZ  
am.

LETTER OF UNDERSTANDING

We have agreed to set forth six (6) agreements in this side letter, as follows:

1. For the purposes of Article 21, Section (c), net income is predicated upon the number of federal and state tax exemptions claimed on the employee's W-4 certificate as of the date of the occurrence of the disability.

2. Should an employee elect to continue health and/or dental insurance coverage on behalf of a child for whom additional premiums are required, the employee shall bear said additional cost.

3. In connection with contractual provision §36(e)(iii), should the Union perceive any abuse in failure to properly follow a call-in procedure, the Union may request a Special Meeting as set forth in Section 11 of the contract.

4. That, in Section 32(b) of the Agreement, effective July 1, 1995, when the MERS F-50 Program (with a required period of credited service of 25 years) goes into effect, the existing MERS F-55 Program (with a required period of service of 20 years) ceases to exist.

5. That the City has withdrawn without prejudice its proposals regarding loss of seniority concerning the City's insurance carrier refusing vehicle insurance coverage for the employee or the City, or said insurance carrier causing the City premium to be raised to a higher risk classification, as a result of an employee's driving record. It is agreed that the City may still take action in such circumstances, subject to the employee's right to grieve, and that the City's withdrawal of its specific proposal is without prejudice to its right to so act.

6. That an employee who disclaims interest in obtaining a promotion prior to the commencement of the testing process shall be permitted to participate in the testing process but shall not be rank-ordered and shall not be eligible for selection.

The parties further agree that this Letter of Understanding is admissible in any legal proceeding, grievance arbitration, and Act 312 arbitration.

SO AGREED:

POAM

CITY OF ROCHESTER

By: Urban Maurer

By: Kurt Johnson

Date: 12-6-95

Date: 12-6-95



## LETTER OF UNDERSTANDING

### PERMANENT SHIFTS

The parties have agreed to a trial period commencing January 1, 1996 which shall allow selection of permanent shifts by seniority in six-month intervals. Every six months, the parties shall review the operation of this trial and may extend the trial by six month intervals during the life of this contract. Should there be no mutual agreement to extend, the procedure shall revert to the existing contract language.

Shift selection shall occur in January for the period April through September, and in July for the period October through March.

#### FOR PATROL OFFICERS

A blank schedule shall be posted including "off" days from which officers shall be permitted to select shifts according to seniority. Every officer shall be contacted according to seniority order and shall execute his/her pick at that time.

Once selected, a shift shall not be changed until the next selection period. The practice of trading work days shall be continued. However, trading of work days shall not be utilized to circumvent the requirement to work the permanent shift as selected.

The practice concerning scheduling of the school liaison officers and investigator shall remain unchanged.

Employees with less than six months' employment shall be scheduled by the employer.

In the event of an actual or anticipated vacancy of 30 days or longer, the Employer may assign the least senior employee from the shift to be altered.

#### FOR DISPATCHERS

Shifts for dispatchers shall be defined as set forth in the attached.

Shifts for dispatchers shall be selected in the same manner as for patrol officers.

  
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
CITY OF ROCHESTER

12-6-95

12-6-95

*Handwritten initials and marks*

3-2-11

# Proposed Dispatcher Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Midnights	Off	Off	11/7	11/7	11/7	11/7	11/7
Days	7/3	7/3	7/3	7/3	7/3	OT 7/3	Off
Afternoons	3/11	3/11	3/11	Off	Off	3/11	7/3
Swing	11/7	11/7	Off	3/11	3/11	Off	3/11