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STATE OF MICHIGAN
BUR. OF EMPLOYMENT RELATIONS
DETROIT OFFICE

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

BEFORE
A COMPULSORY ARBITRATION PANEL

THE CITY OF CLAWSON,

Employer,

and

MERC Case No. D83-E-1537

LABOR COUNCIL OF MICHIGAN,
FRATERNAL ORDER OF POLICE
(CLAWSON POLICE OFFICER
ASSOCIATION, LOCAL NO. 3075),

Union.

DECISION AND STIPULATED AWARD

These proceedings were commenced pursuant to the provisions of the Act entitled "Compulsory Arbitration of Labor Disputes, Policemen and Firemen", being Act 312 of the Public Acts of 1969 as amended, of the State of Michigan. This decision and award are made pursuant to the provisions of the said Act 312, as amended, and have been stipulated to by and between the parties.

This decision and award is adopted as the decision and award of the Arbitration Panel hearing this matter by those members who signed the decision and stipulated award.

PRELIMINARY STATEMENT

In these proceedings, the Collective Bargaining Agreement (Joint Exhibit No. 1) expired on June 30, 1983. The parties negotiated, but could not resolve all aspects of their dispute, with the result that the Union petitioned the Michigan Employment Relations Commission (MERC) for arbitration pursuant to Act 312 of the Public Acts of 1969, as amended.

Thereafter the parties continued to negotiate, but without success. The formal hearing was held at the Clawson city offices, in Clawson, Michigan, on Thursday, September 13, 1984.

The Panel hearing this matter consists of the Chairman, Hon. John B. Swainson, Margaret Battle Kiernan for the City, and Michael Somero for the Fraternal Order of Police.

Exhibits admitted at the hearing were:

Joint Exhibit No. 1 - Collective Bargaining Agreement

Joint Exhibit No. 2 - Tentative agreements as to
contractual language and changes
of conditions applicable to the
contract

The issues addressed by the Panel were:

Issue No. 1 - Holiday Pay

Issue No. 2 - Educational benefits

Issue No. 3 - Shift Differential

Issue No. 4 - Dental Benefits

Issue No. 5 - Optical Benefits

Issue No. 6 - Wages

Issue No. 7 - Liability Insurance

STATUTORY MANDATE

In accordance with the mandate of Section 8 of Act 312, Public Acts of 1969, as amended, the Arbitration Panel identifies the issues set forth above as the issues in the dispute between the parties. The parties, during the proceedings, did each submit its Last Best Offer in terms of a stipulated settlement on each of these issues.

The statute mandates that the Arbitration Panel shall adopt the Last Best Offer of Settlement, relative to each issue, which, in the opinion of the Panel, most closely complies with the applicable factors prescribed in Section 9.

The mandate is contained in Act 312, Paragraph 423.239, Michigan Compiled Laws Annotated (Section 9), and it is upon this mandate and following these directives, that the Arbitration Panel must make its findings, opinions, and order. Those factors are the following:

- (a) The lawful authority of the Employer.
- (b) Stipulation of the parties.

- (c) The interest and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparision of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally.
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pension, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through

voluntary collective bargaining, mediation, factfinding, arbitration or otherwise between the parties, in the public service or private employment.

The Panel will now proceed to the issues and to the decision and award in this matter.

PARTIES LAST BEST OFFER POSITION
AND AWARD OF ARBITRATION PANEL

As indicated the parties in this matter have stipulated in the Last Best Offer positions to a settlement.

That settlement and award adopted by a unanimous panel for a three year contract commencing on July 1, 1983 and terminated on June 30, 1986 is as follows:

ISSUE NO. 1 - Holiday Pay - Article 9

Members of the Union will continue to receive the 9 holidays outlined in Article 9 of the Joint Exhibit No. 1. Those members required to work any holiday will receive double time their normal rate of pay.

ISSUE NO. 2 - Educational Benefits

Members of the Union who have attained an Associates degree in Criminal Justice or related field will receive a bonus of \$125.00 per annum. Employees who possess a Bachelor of Science Degree or Bachelor of Arts degree in Criminal Justice or a related field will receive a bonus of \$250.00 per annum.

ISSUE NO. 3 - Shift Differential

There will be no payments required by the Employer for Shift Differential during the contract years July 1, 1983 to June 30, 1985. As to the last year of the contract, i.e., July 1, 1985 to June 30, 1986, shift differential is subject to a reopener by either party.

ISSUE NO. 4 - Dental Benefits

The current dental coverage will apply. Orthodontic coverage shall be provided on a 50/50 co-pay basis with an amount maximum per lifetime to be \$600.00 per dependent child in household or member.

ISSUE NO. 5 - Optical Benefits

The current optical coverage will apply. Every two years a member is permitted to have an eye examination at the ophthalmologist of his choice. The Employer will pay \$50.00 towards that expense. If it appears that the cost for said examination is greater than \$50.00, then the Union may reopen this issue during the contract year July 1, 1985 to June 30, 1986.

ISSUE NO. 6 - Wages

All wages are retroactive back to the expiration date of the contract. The June 30, 1983 base wage of a patrolman shall be increased pursuant to the following formula, during the existence of this contract:

A) July 1, 1983 to June 30, 1984: COLA rolled into the June 30, 1983 base, and a 5% increase to the base.

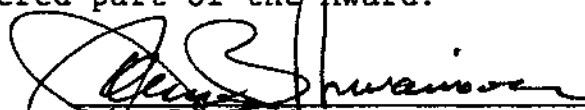
B) July 1, 1984 to June 30, 1985: COLA received during the 1983-1984 year rolled into the June 30, 1984 base, and a 7% increase to the base.

C) July 1, 1985 to June 30, 1986: 8% added to the base wage of a patrolman as of June 30, 1985 without COLA during the last term, i.e., July 1, 1985 through June 30, 1986, but if the COLA is greater than .24 cents under the present formula then the Union may reopen COLA during the final contract year, i.e., July 1, 1985 to June 30, 1986.

ISSUE NO. 7 - Liability Insurance

The City shall provide liability insurance for its officers.

The remaining parts of contract between the parties which were resolved by the parties or not modified in any manner prior to the official acts and involvement of the Arbitration Panel, shall be and the same are incorporated by reference into this Award and are considered part of the Award.


John B. Swainson
Panel Delegate


Margaret Battle Kiernan
City Delegate

Date: October 31, 1984


Michael Somero
Union Delegate

B) July 1, 1984 to June 30, 1985: The COLA formula and quarterly payments to continue during second year. COLA received during the 1983-1984 year rolled into the June 30, 1984 base, and a 7% increase to the base.

C) July 1, 1985 to June 30, 1986: 8% added to the base wage of a patrolman as of June 30, 1985 without COLA during the last year, i.e., July 1, 1985 through June 30, 1986, but if during the second year COLA is greater than .24 cents under the present formula then the Union may reopen COLA during the final contract year, i.e., July 1, 1985 to June 30, 1986.

ISSUE NO. 7 - Liability Insurance

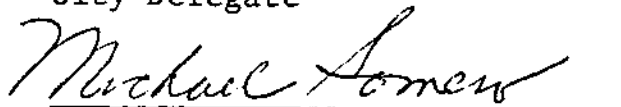
The City shall provide liability insurance for its officers.

The remaining parts of the contract between the parties which were resolved by the parties or not modified in any manner prior to the official acts and involvement of the Arbitration Panel, shall be and the same are incorporated by reference into this Award and are considered part of the Award.


John B. Swainson
Panel Delegate

DATED: October 31, 1984


Margaret Battle Kiernan
City Delegate


Michael Somero
Union Delegate