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9/21/83 ARB

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
(Arbitration Pursuant to Act 312, P.A. 1969, as amended)

In The Matter of Arbitration Between:

CITY OF COLDWATER

Public Employer,

-and-

FRATERNAL ORDER OF POLICE
(Supervisory and Non-Supervisory Unit)

Labor Organization.

MERC
Case No. L82 C-130
Case No. L82 F-541

STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

1983 OCT -3 AM 9 32

RECEIVED

Coldwater, City of

OPINION AND AWARD

Arbitration Panel:

Robert F. Browning, Impartial Chairman
Robert C. Stone, Employer Delegate
Homer Lafrinere, Labor Organization Delegate

Represent Employer:

Robert C. Stone

Representing Labor Organization:

Dan E. Hankins

INTRODUCTION

Prior to the actual commencement of the Hearing, the parties and the arbitration panel met for a pre-hearing conference which took place at the Coldwater Municipal Building on May 21, 1983.

Hearings accured at Coldwater Michigan on July 18, 1983 and at the MERC offices in Lansing, Michigan on September 21, 1983.

At the beginning of the Hearing and for the record the parties agreed that the Panel has jurisdiction and is properly constituted and has full authority over the matters before it. Further, the parties mutually waived all time limits set forth in Act 312 of 1969, as amended.

ISSUES

The parties at the pre-hearing conference and the initial hearing identified the issues as: 1. COLA; 2. Annual Salary Schedule; 3. Layoffs; 4. Residency Policy; 5. Dental Insurance; 6. Optical Insurance; 7. Hospitalization Insurance; 8. Holiday Pay; 9. Personal Leave Days; 10. Personal Property Damaged or Lost; 11. Personnel File; 12. Vacations; 13. Discipline; 14. Work Schedule; 15. Sick Leave Pay; 16. Corporal.

The parties agreed that the issues in dispute are common to both bargaining units.

STIPULATIONS, FACTS AND AWARD

It must be noted that Act 312 of 1969, as amended, specifically provides that one of the bases that a panel may use in formulating an award is stipulations entered into by the parties.

The Panel recognizes that the legislature drafted the statute to accomodate such agreements, because in this case the parties were able to resolve

the issues between them, and able to stipulate to the terms of an award and entire agreement. The work out of the issues achieved by the parties, has saved them and the State of Michigan amounts of time and expense.

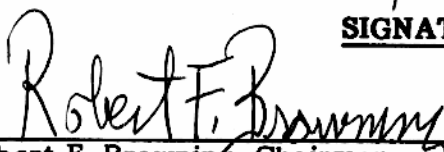
There is no doubt in the Chairman's mind that an agreed to Collective Bargaining Agreement is better for the parties and their relationship than any agreement that may have been the result of this panel's actions.

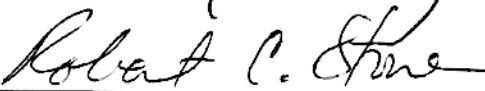
The parties stipulated that the new Agreement will be for a three year term, July 1, 1982 through June 30, 1985 and will be made up of the prior Agreement between the parties and the issues as resolved.


The "Terms Of Award" as negotiated and approved by the parties for submission to the Arbitration Panel and the parties stipulations on the record are in the opinion of the Panel fair and amicable solutions for the disputes which they have eliminated.

Therefore, this Panel does adopt the "Terms Of Award" arrived at the parties, and attached hereto and issues them as the Panel's Award and Decision in this matter together with the stipulations of the parties as to the term of Agreement and prior contract language, except as modified by the "Terms Of Award".

SIGNATURE OF THE PANEL


Robert F. Browning, Chairman


Robert C. Stone, Employer Delegate


Homer Lafrinere, Union Delegate

September 21, 1983

TERMS OF AWARD

City of Coldwater

Police Department

312 Arbitration

Case Nos. L82 C-130 and F-541

1. COLA:

Section 8.8 shall be changed to read as follows:

Section 8.8. All computation, accrual and/or payment of any cost-of-living allowance shall be suspended throughout the term of the new Collective Bargaining Agreement and any extensions thereof. The City shall have no cost-of-living allowance obligations unless and until the City agrees to a renegotiated cost-of-living provision effective on or after July 1, 1985. Contractual references to cost-of-living allowances, factors, etc. shall be without force or effect, and all previously earned or accrued cost-of-living allowances shall be deemed to have been included in the wages set forth in Appendix "A".

2. Annual Salary Schedule:

Section 8.7 of the non-supervisory unit and the appropriate section of the supervisory unit shall be changed to read as follows:

Section 8.7. Annual Salary Schedule.

- (a) Annual pay rates effective the first pay period on or after July 1, 1982, are shown on the attached Appendix "A". These rates include all applicable cost of living increases previously earned or accrued.
- (b) Effective the first pay period on or after July 1, 1983, the wage rates in Appendix "A" shall be increased by three percent (3%) as shown on the attached Appendix "B".

- (c) Effective the first pay period on or after July 1, 1984, the wage rates in Appendix "B" shall be increased by five percent (5%) as shown on the attached Appendix "C".
- (d) Annual compensation shall be governed by the terms of the pay plan of the City incorporated in a Letter of Understanding No. 2, dated July 1, 1976, and attached as Appendix "D".

3. Layoff:

Add a new sentence to Section 7.5(a) as follows:

For purposes of determining the order of layoff, Patrolman and Corporal shall be treated as one classification.

Add a new sentence to Section 7.6(a) as follows:

For purposes of determining the order of recall, Patrolman and Corporal shall be treated as one classification.

4. Residency:

Section 10.6 shall be changed to read as follows:

Section 10.6. Residency. All employees shall be subject to the City's residency policy, a copy has been furnished to the Lodge, which generally provides as follows:

All employees shall reside within Branch County. All new employees must become a resident of the County within six (6) months from the date of employment.

5. Dental Insurance: Dropped.

6. Optical Insurance: Dropped.

7. Hospitalization Insurance:

Section 9.9 shall be changed to read as follows:

Section 9.9. Hospitalization Insurance.

(a) The City will pay the premium for a single employee or the equivalent for a married employee on a group semi-private, hospital-medical insurance policy, when the employee becomes eligible to that benefit. Except as provided in Section 9.9(d), employee participation in the cost of this insurance is as follows:

	<u>Weekly Deductions</u>		<u>Total</u>
	<u>Basic Policy</u>	<u>Riders</u>	
Single Person Coverage	None	\$1.20	\$ 1.20
Two Person Coverage	\$6.70	2.80	9.50
Family Coverage	7.37	3.00	10.37
Each child 19 and over	2.20	.02	2.22

(b) Group Policy Riders:

Title

(1) Group Policy Additions

(a) D-45 NM Extends basic benefits to 365 days for general care and 45 days for nervous and mental care (in-hospital)

(b) VST Voluntary sterilization

(c) FAE-RC Physician's services for medical emergencies

(2) Prescription Drug Rider Cost of drugs to be paid in full after the employee co-pays \$2.00 for each covered drug or refill

(3) (a) IMB-OB Rider Waives 270-day waiting period for maternity benefits and covers pre- and post-natal care

(b) ML Rider Waives \$5.00 x-ray charge

(c) The City shall provide the above or equivalent coverage; however, selection of the health insurance carrier shall be at the sole discretion of the City.

(d) Effective with the next premium due date after July 18, 1983, premiums for the employee and his or her dependent(s) shall be fully paid by the City. The City shall cease employee contribution deductions effective July 18, 1983.

8. Holiday Pay:

The tables of rates listed in Section 9.6(g)(1) shall be changed to read as follows:

<u>Police Department</u>	<u>1982</u>	<u>1983</u>	<u>1984</u>
Corporal	\$625.00	\$643.75	\$675.94
Patrolman and Deskman	\$575.00	\$592.25	\$621.86

The supervisory rates will be changed as follows:

	<u>1982</u>	<u>1983</u>	<u>1984</u>
Sergeant	\$690.00	\$710.70	\$746.23

9. Personal Leave Days:

Add a new sentence to Section 9.7 as follows:

Effective November 1, 1984, all full-time permanent employees shall be allowed one additional non-cumulative personal leave day without loss of pay to be scheduled prior to July 1, 1985, subject to approval of the Chief.

10. Personal Property Damaged or Lost: Dropped.

11. Personnel Files: Dropped.

12. Vacations: 1979-82 contract language.

13. Discipline: 1979-82 contract language.

14. Work Schedules: 1979-82 contract language.

15. Sick Leave Pay: 1979-82 contract language.

16. Corporal:

Effective July 1, 1983, the existing classes of Patrolman and Patrolman Senior I shall be combined into the single Patrolman Class. The Class of Patrolman Senior II shall be called Corporal.

Approved for submission to Arbitration Panel:

CITY OF COLDWATER

FRATERNAL ORDER OF POLICE
Star and Shield Lodge No. 158

By:

Robert C. Stone

Robert C. Stone
Attorney

By:

Dan E. Hankins

Dan E. Hankins
Attorney

APPENDIX A

SALARY SCHEDULE 7-1-82

Police (hourly rate) 40 hr/wk

Range	A	B	C	D	E	F	G
205P Deskman	8.05	8.16	8.27	8.38	8.49	8.61	8.73

208P Patrolman	8.73	8.85	8.97	9.09	9.21	9.33	9.45
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209AP Corporal	9.09	9.21	9.33	9.45	9.57	9.70	9.82
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212P Sergeant	9.70	9.82	9.94	10.06	10.18	10.31	10.44
212P Detective Sgt.							

APPENDIX B

SALARY SCHEDULE 7-1-83

Police (hourly rate) 40 hr/wk

Range	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
205P Deskman	8.29	8.40	8.52	8.63	8.74	8.87	8.99

208P Patrolman	8.99	9.12	9.24	9.36	9.49	9.61	9.73
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209AP Corporal	9.36	9.49	9.61	9.73	9.86	9.99	10.11
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212P Sergeant	9.99	10.11	10.24	10.36	10.49	10.62	10.75
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212P Detective Sgt.	9.99	10.11	10.24	10.36	10.49	10.62	10.75
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SALARY SCHEDULE 7-1-84

<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
205P	8.70	8.82	8.95	9.06	9.18	9.31	9.44
Deskman							

209AP	9.83	9.96	10.09	10.22	10.35	10.49	10.62
Corporal							

[illegible]

APPENDIX D

LETTER OF UNDERSTANDING NO. 2

Date: July 1, 1976

Subject: Pay Plan Policy

A) The official pay plan for the City service consists of a schedule showing established yearly, weekly, and hourly pay ranges and the titles of classes of positions which are to be compensated within each pay range.

B) Salary ranges shall be linked directly to the plan of position classification and shall be determined with due regard to ranges of pay of other classes, availability of employees in particular occupational categories, prevailing rates for similar employment in private establishments in the Coldwater area, rates of pay in other jurisdictions, cost-of-living factors, the financial policies of the City, and other economic considerations. The minimum and maximum and intermediate steps of each salary range shall be those rates in the basic salary schedule which most nearly reflect these factors.

C) The official schedule of ranges represents full-time compensation in each class of positions. Provisions will be made for the reimbursement of City employees who incur expenses in travel necessary to the conduct of City business.

D) The normal beginning rate for a new employee will be the minimum rate in the established range for the class of positions. However, the Department Head may in special cases, with the approval of the City Manager due to recruiting difficulties or for a new employee having exceptional qualifications, authorize appointments above the minimum.

E) Increments within established salary and wage ranges are to provide a means of recognizing outstanding performance and continued good service. Employees must be considered and interviewed by their supervisor for salary range increments at the end of their first three (3) months, six (6) months, and at the end of their first year of service for the City and annually thereafter. However, increments will not be awarded on an automatic basis, but they shall be contingent upon meritorious service. Each department head shall have the authority to award increments to deserving employees in his department, however, the awarding of more than one increment to an employee within a calendar year shall have the approval of the City Council. All increments shall be contingent upon the availability of funds.

F) In the case of a promotion, the rate of the promoted employee will be adjusted to that step in the new range next above his rate of pay prior to promotion. In the case of transfer, the employee's rate will remain unchanged at the time of transfer. In the case of demotion, the rate of the demoted employee shall be reduced only as necessary to bring his rate at the time of demotion within the range established for the class to which he is demoted.

CITY OF COLDWATER

Ray Kuehn
Richard M. Zeff
Marcelyn D. Bell

FRATERNAL ORDER OF POLICE
STAR AND SHIELD LODGE NO. 158
COLDWATER POLICE DEPARTMENT

Lucy M. [unclear]
James Sewell
Thomas R. Rose