

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
ARBITRATION PURSUANT TO ACT 312

IN THE MATTER OF THE ARBITRATION
BETWEEN:

CITY OF NORTON SHORES (Employer) (City)

-and-

POLICE OFFICERS LABOR COUNCIL (Union)

MERC Case #L00 B-7010

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STATE OF MICHIGAN
DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES

OPINION AND AWARD

APPEARANCES:

PANEL:

Mario Chiesa, Esq.
Chairperson

Mark C. Meyers
Employer Delegate
Director of Adm. Services
and Asst. to City Adm.

Fred LaMaire
Union Delegate
Business Representative
Police Officers Labor Council

FOR THE UNION:

John A. Lyons, P.C.
By: Timothy J. Dlugos
675 E. Big Beaver Road, Suite 105
Troy, MI 48083

FOR THE EMPLOYER:

Warner, Norcross & Judd, LLP
By: Donald J. Veldman
400 Terrace Plaza
P. O. Box 900
Muskegon, MI 49443-0900

INTRODUCTION

The Chairperson of the arbitration panel was appointed to the position via a correspondence dated November 14, 2000. It is noted that the parties, both on the record and in writing, waived the time limits contained in the statutes and regulations.

A pre-arbitration conference was conducted by conference call on February 26, 2001. The conference summary is dated March 13, 2001.

The hearing in the matter was conducted at the Employer's facilities on April 16, 2001. Last Offers of Settlement were exchanged through the Chairperson's office by a document dated May 14, 2001, with the briefs being similarly exchanged by a document dated June 11, 2001. An executive conference was conducted on August 28, 2001. This Opinion and Award follows as soon as practical thereafter.

PRELIMINARIES

The prior Collective Bargaining Agreement expired by its terms on 6/30/2000. The parties have stipulated that the Collective Bargaining Agreement that will result from this arbitration will commence on 7/1/2000 and terminate on 6/30/2003. As a result, the first year of the contract is 7/1/2000 through 6/30/2001. The second year will be 7/1/2001 through 6/30/2002, and the last year will be 7/1/2002 through 6/30/2003. The parties have structured their Last Offers of Settlement in that fashion.

The issues in contention are: Wages, Pension, Longevity and Retroactivity. The last item, Retroactivity, is a moot point considering the exact wording of the offers submitted by the parties. The offers are attached hereto and made a part hereof. It is noted that all of the issues have been characterized as economic and the parties further agree that the final award in this dispute will include the current contract language which has not been modified by the awards herein or any tentative agreements which will also be incorporated into the final award.

DETERMINING FACTORS

Section 9 of Act 312 of 1969, as amended, outlines the factors which an arbitration panel must base its findings, opinions and orders upon. That section reads as follows:

"423.239 Findings and orders; factors considered.

"Section 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding 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 pensions, 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, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

COMPARABLE COMMUNITIES

One of the factors most heavily relied upon by parties in Act 312 arbitration disputes is the comparison of wages, hours and conditions of employment of employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with employees generally in public employment in comparable communities. In this dispute the parties have stipulated that for the purposes of this

arbitration Grandville, Holland, Kentwood, Muskegon and Walker shall be considered comparable to the City of Norton Shores. However, the City has suggested that Muskegon Heights and Township of Muskegon should also be considered comparable. The Union disagrees.

Per the 2000 census the City of Norton Shores has a population of 22,527. The petition for arbitration indicates that there are approximately 25 to 30 employees in the bargaining unit which is described as "all regularly scheduled part-time and full-time police officers, but excluding supervisors and all other employees." Norton Shores' latest SEV figures show an SEV of 640.1 million. The general fund millage rate is 5 mills. It does not have a city income tax and has a total millage rate of 8.1837.

In comparison Muskegon Heights had a 2000 population of 12,049. Its SEV is 124.6 million, with a general fund millage rate of 9.41 and income tax and a total millage rate of 15.8500.

Muskegon Township, which is also in contention, had a 2000 population of 17,737. Its SEV is 304.3 million, with a general fund millage rate of 4.6268. It has no city income tax and the total millage rate is 9.1268.

Keeping in mind that the parties have stipulated to the comparability of Grandville, Holland, Kentwood, Muskegon and Walker, the only issue is whether Muskegon Heights and Muskegon Township should be utilized as a comparable for the purposes of this arbitration.

A careful analysis of the evidence suggests that Muskegon Heights and Muskegon Township certainly do not reach the level of comparability that the other stipulated communities do. For instance, Muskegon Heights has an SEV of 124.6 million, while Muskegon Township has an SEV of 304.3 million. The lowest SEV of all of the stipulated comparable communities is Grandville, which has an SEV of 540.1 million. Muskegon Heights and Muskegon Township have SEVs which are not even half of the SEV of Norton Shores. It is true that both Muskegon Heights and Muskegon Township are somewhat geographically related to Norton Shores, but nonetheless, Muskegon Heights has approximately half the population, while Muskegon Township has a population of about 18,000. It is noted that the evidence establishes that being a township, Muskegon Township's financial structure is much different than a city such as Norton Shores.

When all of the data is considered, while perhaps the information regarding Muskegon Heights and Muskegon Township can be viewed, those two communities are not comparable to Norton Shores for the purposes of this arbitration.

NORTON SHORES FINANCIAL DATA

It is noted that the Employer is not pleading inability to pay. Indeed, its general fund millage rate is one of the lowest of the comparable communities.

However, it is clear that on two prior occasions, April of 1999 and November of 2000, the voters rejected a 1.5 mill increase.

The first was directed at meeting the increased service demands and would have been used to retain three police officers, add one new officer, retain and add firefighters and replace equipment. The second 1.5 mill request was specifically allocated to police and fire protection. As indicated, both were defeated.

Nonetheless, it is important to remember that if citizens desire effective city government, including police and fire protection, they must be prepared to pay for it.

ISSUE - PENSION

As has been indicated above, the Last Offers of Settlement submitted by each of the parties are attached to this Opinion and Award and are made a part hereof. An examination of those Last Offers indicate that the parties agree that the Benefit Program B-4 shall be implemented. The only difference between the offers is that the Employer's offer will become effective July 1, 2001, while the Union's offer will become effective on the date of the award.

The language in the prior Collective Bargaining Agreement appears as follows:

ARTICLE XX RETIREMENT

"Section 20.1 The Employer will continue for all employees Benefit Program B-2 including the 55-F waiver as provided for in the Michigan Municipal Employee's Retirement System Act, Act No. 135, Public Acts of 1945, as amended for all eligible employees who retire subsequent to July 1, 1989, but prior to June 30, 1991. The amount contributed by the employee pursuant to the above Act will be paid by the Employer.

"Effective July 1, 1991, the Employer will provide the Benefit Program B-3 including the 55-F waiver for all employees who retire subsequent to July 1, 1991. Effective January 1, 1995, the Employer will

provide the F50-25 waiver for employees who retire subsequent to January 1, 1995.

"Effective July 1, 1998, the Employer will provide the FAC-3 benefit for employees who retire subsequent to July 1, 1998."

The evidence establishes that prior improvements to the Pension Plan and the retirement benefits available to employees in this unit were effective on July 1 of various years.

There doesn't seem to be any reason to deviate from that pattern.

It is noted that the evidence submitted by the parties establishes that when expressed as a percentage of payroll, the adoption of the B-4 Benefit Program will increase the Employer's contribution by approximately 2%. This certainly must be kept in mind when the other issues are considered.

AWARD - PENSION

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 9-24-01
MARIO CHIESA
Neutral Chairperson

/s/
Employer Delegate
Fred La Manno
Union Delegate

WAGES

In examining this issue it is important to remember that each party submitted one Last Offer of Settlement regarding wages which covers all three contract years. When expressed as a matter of

provide the F50-25 waiver for employees who retire subsequent to January 1, 1995.

"Effective July 1, 1998, the Employer will provide the FAC-3 benefit for employees who retire subsequent to July 1, 1998."

The evidence establishes that prior improvements to the Pension Plan and the retirement benefits available to employees in this unit were effective on July 1 of various years.

There doesn't seem to be any reason to deviate from that pattern.

It is noted that the evidence submitted by the parties establishes that when expressed as a percentage of payroll, the adoption of the B-4 Benefit Program will increase the Employer's contribution by approximately 2%. This certainly must be kept in mind when the other issues are considered.

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MARIO CHIESA
Neutral Chairperson

Wm C. Wm
Employer Delegate

ISI
Union Delegate

WAGES

In examining this issue it is important to remember that each party submitted one Last Offer of Settlement regarding wages which covers all three contract years. When expressed as a matter of

percentage, the Employer represents its increases to be 3% effective July 1, 2000, 2.5% effective July 1, 2001, and again on July 1, 2002. The Union states that its Last Offer of Settlement seeks a wage increase of 3% effective July 1, 2000, 2.9% effective July 1, 2001, and 3% effective July 1, 2002.

When making comparisons, the annual salary for full-time employees at the maximum rate, which is 36 months, will be utilized. At the conclusion of the prior Collective Bargaining Agreement, full-time officers at the highest rate were receiving an annual base salary of \$41,850. Since both parties' Last Offers of Settlement contain a 3% increase effective July 1, 2000, regardless of which offer is accepted at that time, a full-time officer at the highest rate would receive a salary of \$43,106.

In the second year of the contract and specifically effective July 1, 2001, the 2.9% increase requested by the Union would provide an annual salary for a full-time officer at the highest rate of \$44,356. The 2.5% increase sought by the Employer would raise a full-time officer at the highest pay rate salary effective July 1, 2001 to \$44,184, the difference between the two being \$172.00.

In the last year of the contract and specifically on July 1, 2001, the 3% sought by the Union when applied to the wage rate for a full-time officer at the highest paid classification based on the Union's second year salary rate would provide such an officer with an annual salary of \$45,687. The Employer's Last Offer of Settlement would provide in the third year of the contract,

specifically on July 1, 2002, a salary of \$45,289, the difference between the two being \$398.00.

It is obvious from the above that the differences between the Last Offers of Settlement, while not insignificant, are not very substantial.

When comparing the base rate of the top paid patrolman which would exist under either party's Last Offer of Settlement, and the average in the comparable communities of Grandville, Holland, Kentwood, Muskegon and Walker, it is noted that since 1996 Norton Shores has always been under the average. Given that the parties' Last Offers of Settlement are identical in wage year beginning on 7/1/2000, it is noted that both fall below the average of \$45,460 by \$2,354. In the wage year beginning 7/1/2001, the average for the comparable communities was \$47,352. This is \$3,168 more than would be provided by the Employer's Last Offer of Settlement. The average is \$2,996 more than what would be provided by the Union's Last Offer of Settlement. There is no data to compare the year beginning 7/1/2002.

When expressed as a comparison based upon percentage, it is noted that the average percent increase in the aforementioned comparable communities was 3.1% for the year 2000 and 2.9% for 2001. There is no data for 2002. This compares to the Union's offer of 3%, 2.9% and 3%, as well as the Employer's offer of 3%, 2.5% and 2.5%.

In relation to the internal wage and benefit increase comparison, it is noted that for the same period of time involved

in this dispute firefighters receive 2.5%, 2.5% and 3%. DPW receives 3%, 2.5% and 2.5%. Clerical receives 2.5%, 2.5% and 3%, while the MPT unit receives 3%, 2.9% and 3%. It is also noted that in the year that the firefighters received the B-4 benefit, they received a 2.5% increase. This is true also for the DPW unit and the clerical. When the members of the MPT unit received the MERS B-4 increase, they also received a 2.5% wage increase.

It must be understood that with the addition of the B-4 benefit in the pension plan, the Employer has acquired an increase in cost of almost 2% of payroll.

In summary, it is quite clear that the evidence establishes that the Employer's Last Offer of Settlement should be adopted. While it is clear from comparing the parties' Last Offers of Settlement to the data regarding the comparable communities that both would still present a top paid wage rate less than the average of the comparable communities and the Employer's to a greater degree less, there are other factors in the record which clearly substantiate adoption of the Employer's offer. Internally it is clear that for the periods involved in this dispute, the fire, DPW and clerical units received percentage increases paralleling the Employer's Last Offer of Settlement. It is true that the MPT unit received 3%, 2.9% and 3%, which is what is now sought by the Union, but there was no additional cost imposed by an adoption of the B-4 pension plan which for that unit was adopted back in 1998. Furthermore, it is noted that when the data going back to 7/1/87 is analyzed, more times than not the patrol unit received a different

percentage increase in salary and oftentimes higher than the MPT unit. Furthermore, adoption of the Employer's Last Offer of Settlement is supported further by other awards in this dispute.

It is assumed that there is full¹ retroactivity of wage increases and that is the way the panel interprets the Employer's Last Offer of Settlement and so orders.

AWARD - WAGES

The Employer's Last Offer of Settlement regarding wages is hereby adopted and is interpreted to provide full retroactivity of wage increases.

Mario Chiesa 9-24-01
MARIO CHIESA
Neutral Chairperson

IS/
Employer Delegate
Lud L. Main (Dissent)
Union Delegate

LONGEVITY

The prior, or perhaps more accurately, current Collective Bargaining Agreement, contains at Article XXV the following Longevity schedule:

ARTICLE XXV LONGEVITY

"Section 25.1 All full-time employees who have performed continuous service for the number of years set forth below shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed in accordance with the following schedule:

percentage increase in salary and oftentimes higher than the MPT unit. Furthermore, adoption of the Employer's Last Offer of Settlement is supported further by other awards in this dispute.

It is assumed that there is full retroactivity of wage increases and that is the way the panel interprets the Employer's Last Offer of Settlement and so orders.

AWARD - WAGES

The Employer's Last Offer of Settlement regarding wages is hereby adopted and is interpreted to provide full retroactivity of wage increases.

Mario Chiesa 9-24-01
MARIO CHIESA
Neutral Chairperson

Wmk C. Wm
Employer Delegate

131 - Desmet
Union Delegate

LONGEVITY

The prior, or perhaps more accurately, current Collective Bargaining Agreement, contains at Article XXV the following Longevity schedule:

ARTICLE XXV LONGEVITY

"Section 25.1 All full-time employees who have performed continuous service for the number of years set forth below shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed in accordance with the following schedule:

<u>Percent of Base Salary</u>	<u>Completion of Continuous Service Year</u>
Two & One-half (2-1/2)	Five (5)
Five (5)	Eleven (11)
Seven & One-half (7-1/2)	Seventeen (17)
Ten (10)	Twenty-four (24)

"Section 25.2. Payment. Longevity pay will be paid either as an increment with the regular paycheck or paid semiannually in December and June of each year, at the option of the employee."

The Union's Last Offer of Settlement provides that effective the date of the award the longevity pay-out for employees hired before the date of the award shall be capped at \$7,000 annually. Furthermore, effective the date of the award and for employees hired after the date of the award the annual pay-out shall be \$250, \$500, \$750 and \$1,000, payable upon the completion of the continuous service year at 5, 11, 17 and 23 years respectively. The Employer's Last Offer of Settlement contains the same annual pay-out for new hires, but becomes effective July 1, 2001 for employees hired after that date. Additionally, for employees hired before 7/1/2001, the annual pay-out shall be capped at \$5,500 annually.

The data shows that the longevity provision in Norton Shores, as it existed, and even as it will exist regardless of which Last Offer of Settlement is adopted, is far superior for current employees when compared to the average pay-out available in the comparable communities.

The evidence also shows that a longevity provision comparable to that now offered by the Employer was adopted by the DPW and

firefighters unit on July 1, 2000. A similar provision was adopted by the clerical unit, but the longevity cap was at \$3,500.

The Union argues that if the Employer's offer were adopted, the \$5,500 would come into effect at about 2008 and 2009 assuming an annual 3% wage increase in the interim. It argues that adoption of its offer would indicate that the \$7,000 cap would not be reached until 2016 or 2017.

It is apparent that while the parties have taken diverse positions regarding the cap, in reality regardless of whose offer is adopted, the impact of the cap is years away. Of course, this means that the parties will have ample time to negotiate their needs during subsequent contract negotiations.

It must be understood that the prior contract provision did not cap longevity payments. The payment at maximum service was based on 10% of base salary. As the salary figure was expected to increase, so would the longevity payment with no cap in place. Thus, the Union's Last Offer of Settlement represents a concession, even though, as I have indicated above, the dollar impact would not be felt until subsequent years. A careful analysis of the totality of the record, including the wage award and the total compensation received by members of this unit, including the fact that the MPT unit has a \$7,000 cap, leads the panel to conclude that the Union's Last Offer of Settlement should be adopted. While certainly the fact that the firefighters and the DPW employees have a \$5,500 cap is important evidence, given the time span involved, the City has

ample opportunity to negotiate with the Union to reduce the cap beyond the \$7,000 ordered herein.

AWARD- LONGEVITY

The Union's Last Offer of Settlement regarding longevity is adopted.

Mario Chiesa 9-24-01
MARIO CHIESA
Neutral Chairperson
Fred La Main
Union Delegate
151 Dissent
Employer Delegate

MISCELLANEOUS

In addition to the above orders, the panel orders that the totality of the award in this matter include not only the above awards, but all prior TAs, if any, and all prior contract language which has not been modified or deleted by the awards herein, or by prior TAs.

Mario Chiesa 9-24-01
MARIO CHIESA
Neutral Chairperson
Fred La Main
Union Delegate
151
Employer Delegate

ample opportunity to negotiate with the Union to reduce the cap beyond the \$7,000 ordered herein.

AWARD- LONGEVITY

The Union's Last Offer of Settlement regarding longevity is adopted.

Mario Chiesa 9-24-01
MARIO CHIESA
Neutral Chairperson

/s/
Union Delegate

DISSENT Wmk C. Wm
Employer Delegate

MISCELLANEOUS

In addition to the above orders, the panel orders that the totality of the award in this matter include not only the above awards, but all prior TAs, if any, and all prior contract language which has not been modified or deleted by the awards herein, or by prior TAs.

Mario Chiesa
MARIO CHIESA
Neutral Chairperson

/s/
Union Delegate

Wmk C. Wm
Employer Delegate

**BEFORE
ARBITRATOR MARIO CHIESA**

IN THE MATTER OF:

POLICE OFFICERS LABOR COUNCIL

ACT 312

and

CASE NO. L00 B-7010

CITY OF NORTON SHORES

**LAST OFFER OF
SETTLEMENT
(CITY OF NORTON SHORES)**

**Contract Term
July 1, 2000 - June 30, 2003**

May 7, 2001

CITY OF NORTON SHORES

By 

**Donald J. Veldman, Attorney
Warner Norcross & Judd LLP
400 Terrace Plaza
P.O. Box 900
Muskegon, Michigan 49443-0900**

ARTICLE XX

RETIREMENT

Section 20.1 The Employer will continue for all employees Benefit Program B-2 including the 55-F waiver as provided for in the Michigan Municipal Employee's Retirement System Act, Act No. 135, Public Acts of 1945, as amended for all eligible employees who retire subsequent to July 1, 1989, but prior to June 30, 1991. The amount contributed by the employee pursuant to the above Act will be paid by the Employer.

Effective July 1, 1991, the Employer will provide the Benefit Program B-3 including the 55-F waiver for all employees who retire subsequent to July 1, 1991. Effective January 1, 1995, the Employer will provide the F50-25 waiver for employees who retire subsequent to January 1, 1995.

Effective July 1, 1998, the Employer will provide the FAC-3 benefit for employees who retire subsequent to July 1, 1998.

Effective July 1, 2001, the Employer will provide the Benefit Program B-4 for employees who retire subsequent to July 1, 2001.

ARTICLE XXII

WAGES

Section 22.2 (in part) Effective commencing with the beginning of the first full pay period nearest to July 1, 2000:

A. Annual Salary for Full-time Employees in the Classification of Police Officers

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
34,096	37,240	39,097	41,074	43,106
16.39/hr	17.90/hr	18.80/hr	19.75/hr	20.72/hr

B. Hourly Rate for Certified Part-Time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
12.27	13.35	14.01	14.70	15.43

C. Hourly Rate for Uncertified Part-Time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
11.12	12.09	12.74	13.35	14.00

Effective commencing with the beginning of the first full pay period nearest to July 1, 2001:

A. Annual Salary for Full-time Employees in the Classification of Police Officers

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
34,948	38,171	40,074	42,101	44,184
16.80/hr	18.35/hr	19.27/hr	20.24/hr	21.24/hr

B. Hourly Rate for Certified Part-Time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
12.58	13.68	14.36	15.07	15.82

C. Hourly Rate for Uncertified Part-Time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
11.40	12.39	13.06	13.68	14.35

Effective commencing with the beginning of the first full pay period nearest to July 1, 2002:

A. Annual Salary for Full-time Employees in the Classification of Police Officers

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
35,822	39,125	41,076	43,154	45,289
17.22/hr	18.81/hr	19.75/hr	20.75/hr	21.77/hr

B. Hourly Rate for Certified Part-Time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
12.89	14.02	14.72	15.45	16.22

C. Hourly Rate for Uncertified Part-Time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
11.69	12.70	13.39	14.02	14.71

ARTICLE XXV

LONGEVITY

Section 25.1 All full-time employees who have performed continuous service for the number of years set forth below shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed in accordance with the following schedules:

<u>Percent of Base Salary</u>	<u>Completion of Continuous Service Year</u>
Two & One-half (2-1/2)	Five (5)
Five (5)	Eleven (11)
Seven & One-half (7-1/2)	Seventeen (17)
Ten (10)	Twenty-four (24)

Section 25.2 Payment. Longevity pay will be paid either as an increment with the regular paycheck or paid semiannually in December and June of each year, at the option of the employee.

Section 25.3 Effective July 1, 2001, longevity payout for employees hired before July 1, 2001 shall be capped at \$5,500 annually.

Section 25.4 Effective July 1, 2001, the longevity schedule for employees hired after July 1, 2001 shall be as follows:

<u>Annual Payment</u>	<u>Completion of Continuous Service Year</u>
\$ 250	Five (5)
\$ 500	Eleven (11)
\$ 750	Seventeen (17)
\$1,000	Twenty-four (23)

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
LABOR RELATIONS DIVISION

In the Matter of:

POLICE OFFICERS LABOR COUNCIL
(PATROLMEN),

Union,

-and-

MERC Act 312
Case No: L00 B-7010

CITY OF NORTON SHORES,

Employer.

-----/
MARIO CHIESA, Chairperson
FRED LA MAIRE, Union Delegate
MARK MEYERS, Employer Delegate
-----/

UNION'S LAST BEST OFFER

Union Issues

1. **WAGES (Article XXII/Wage Schedule)**

Through this issue, the Union seeks wage increases as follows:

Effective 7/1/2000: 3.0%
Effective 7/1/2001: 2.9%
Effective 7/1/2002: 3.0%

The existing wage scale will be replaced with the following language to reflect the above changes:

Effective commencing with the beginning of the first full pay period nearest to July 1, 2000:

A. Annual Salary for Full-time Employees in the Classification of Police Officers

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
34,096	37,240	39,096	41,074	43,106
16.39/hr	17.90/hr	18.80/hr	19.75/hr	20.72/hr

B. Hourly Rate for Certified Part-time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
12.27	13.35	14.01	14.70	15.43

C. Hourly Rate for Uncertified Part-time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
11.12	12.09	12.74	13.35	14.00

Effective commencing with the beginning of the first full pay period nearest to July 1, 2001:

A. Annual Salary for Full-time Employees in the Classification of Police Officers

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
35,085	38,320	40,230	42,265	44,356
16.87/hr	18.42/hr	19.34/hr	20.32/hr	21.33/hr

B. Hourly Rate for Certified Part-time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
12.63	13.74	14.42	15.13	15.88

C. Hourly Rate for Uncertified Part-time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
11.44	12.44	13.11	13.74	14.41

Effective commencing with the beginning of the first full pay period nearest July 1, 2002:

A. Annual Salary for Full-time Employees in the Classification of Police Officers

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
36,138 17.37/hr	39,470 18.98/hr	41,437 19.92/hr	43,533 20.93/hr	45,687 21.96/hr

B. Hourly Rate for Certified Part-time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
13.01	14.15	14.85	15.58	16.36

C. Hourly Rate for Uncertified Part-time Employees

<u>Hire</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
11.78	12.81	13.50	14.15	14.84

2. **RETIREMENT** (Article XX).

Through this issue, the Union seeks to add the below language to Article XX,
Section 20.1.

Effective [DATE OF AWARD], the Employer will provide the Benefit Program B-4 for all employees who retire subsequent to [DATE OF AWARD].

Employer Issues

1. LONGEVITY (Article XXV)

The Union's counter-proposal is to add the following language to Article XXV:

Section 25.3. Effective [DATE OF AWARD], Longevity payout for employees hired before [DATE OF AWARD] shall be capped at \$7,000.00 annually.

Section 25.4. Effective [DATE OF AWARD], the Longevity Schedule for employees hired after [DATE OF AWARD] shall be as follows:

<u>Annual Payout</u>	<u>Completion of Continuous Service Year</u>
\$ 250.00	Five (5)
\$ 500.00	Eleven (11)
\$ 750.00	Seventeen (17)
\$1,000.00	Twenty-three (23)

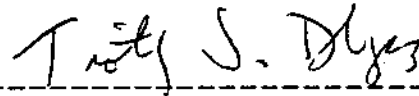
Joint Issues

1. RETROACTIVITY

The Union requests that retroactive effect be given to the wage increases sought in Union Issue #1. All other improvements granted by the Act 312 Panel are to be effective as of the date of the Award.

Respectfully submitted,

JOHN A. LYONS, P.C.



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Dated: May 7, 2001