

In the Matter of Statutory Act 312 Labor Arbitration between:

THE CITY OF ROYAL OAK,

Employer,

—and—

ROYAL OAK POLICE COMMAND OFFICERS ASSOCIATION,
POLICE OFFICERS LABOR COUNCIL,
Union.

MERC Case No. D04 A-0008

Appearances:

For the City; C. Brian James

For the Union: Thomas Zulch

Also present for part or all of the Proceedings: Tim Berrington, Nancy Ciccone,
Mary Jo DiPaolo, Barry Gale, Christopher M. Jahnke, Corrigan O'Donohue,
Amy Sullivan.

**ARBITRATION PANEL'S FINDINGS, CONCLUSIONS,
AND ORDER**

BEFORE A PANEL CONSISTING OF;

Benjamin A. Kerner, Neutral Chair
C. Brian James, City Delegate
John A. Viviano, Union Delegate

Dated: June 21, 2005

BACKGROUND.

The parties are signatories to a collective bargaining agreement which expired on June 30, 2004. They had been engaged in bargaining towards a successor contract, and as of June 1, 2004, found themselves at impasse. On that date, the Union filed its Petition for Act 312 arbitration with the Michigan Employment Relations Commission, and the City duly filed its answer. On October 7, 2004, in accordance with the Commission's usual procedures, I was appointed as Neutral Chair of a panel to decide the outstanding issues.

At the pre-hearing conference held on December 16, 2004, the parties identified 21 issues in dispute. In addition, the parties requested the Neutral Chair to hold a hearing on the subject of which communities should properly be regarded as comparable communities, under MCL 423.239(d). I held such a hearing, on March 28, 2005, with the cooperation of the entire Panel, as shown above. We took evidence on the subject of what communities were best described as comparable to Royal Oak for the purposes of this Act 312 proceeding. On April 13, 2005, the Panel issued its determination finding that the following were appropriate comparable communities: Roseville, Dearborn Heights, St. Clair Shores, Taylor, Westland, Dearborn, and Southfield. The parties prepared exhibits for their main hearing, based on this list of comparables, and their work was entered in evidence as Union Exhibits #1-15 and Employer Exhibits 1-113.

At the designated time for hearing in this matter, June 14, 2005, the Employer and the Union requested an opportunity to continue bargaining bilaterally, which was granted. As a result of such bargaining 14 issues were settled or withdrawn and 7 issues ultimately became the subject of a stipulation which was entered in evidence herein.

BASIS FOR AWARD.

The statute expressly provides that the stipulation of the parties is an adequate and appropriate grounds for decision by an Act 312 arbitration Panel, MCL 423.239(b). We accordingly endorse the following resolution of the labor dispute in this matter and the following order as based on the stipulations of the parties.

STIPULATIONS OF THE PARTIES. (References are to sections of the expired contract.)

1. Section 21.0 Required Administrative Time

- The parties mutually agree to amend 21.1 to reduce the current 30 minutes of required administrative time to 20 minutes effective July 1, 2005.
- A wage adjustment of \$1, 760.00 for Lieutenants and \$1, 642.00 for Sergeants shall become effective July 1, 2005 before the annual wage adjustment is applied.
- All other provisions of Section 21.0 shall remain unchanged.
- The language attached to the stipulation shall be adopted by the parties.

2. Section 29.0 Sick Leave and Unscheduled Absences

- The parties mutually agree to amend 29.8 to provide for 600 hours of sick time to be paid upon retirement. An additional 40 hour bonus shall prevail for a total of 640 hours.

- All other provisions of Section 29.0 shall remain unchanged.
- The language attached to the stipulation shall be adopted by the parties.

3. Section 31.0 Vacation Leave

- The parties mutually agree to add 31.23 to provide that 200 hours of unused vacation time may be sold to the city at the time of retirement said payment shall be applied to the employees Final Average Compensation (FAC).
- All other provisions of Section 31.0 shall remain unchanged.
- The language attached to the stipulation shall be adopted by the parties,

4. Section 36.0 Insurance

- The parties mutually agree to amend 36.2 (a) & (e) to reflect a \$10 generic / \$20 name brand 2X MOPD prescription provision for all current employees and future retirees. Additionally, the employer agrees to reimburse current employees and future retirees \$5 for generic and \$15 for name brand prescriptions for those prescription which exceed 30 in number per family within a calendar year.
- All other provisions of Section 36.0 shall remain unchanged.
- The language attached to the stipulation shall be adopted by the parties.

5. Section 44.0 Wages

- The parties mutually agree to increase the base wage of Sergeants and Lieutenants by:
 1. July 1, 2004 = 1.5% across the board – retroactive
 2. July 1, 2005 = 1.5% across the board – retroactive
- All other provisions of Section 44.0 shall remain unchanged.
- The language attached to the stipulation shall be adopted by the parties.

6. Section 46.0 Retirement

- The parties mutually agree Final Average Compensation Section 46.10 shall include:
 1. Employees Base Wage
 2. 96 Hours of Holiday Time
 3. 120 Hours of Sick Time
 4. 200 Hours of Vacation Sell Back
 5. Longevity
- All other provisions of Section 44.0 shall remain unchanged.

- The language attached to the stipulation shall be adopted by the parties.
7. Term of Agreement
- The parties mutually agree to a two (2) year agreement effective July 1, 2004 through June 30, 2006
8. All other Issues are withdrawn by the parties.

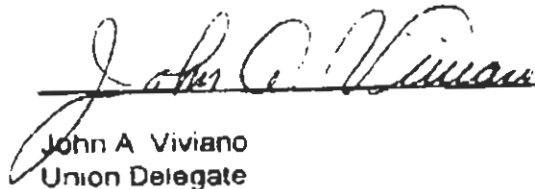
ORDER.

Based on the evidence received at hearing, and the stipulations of the parties, the Panel in this matter awards the changes in wages, terms, conditions and benefits of employment shown in paragraphs 1-8 above.



Benjamin A. Kerner
Neutral Chair

C. Brian James
City Delegate



John A. Viviano
Union Delegate