

2075

STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the matter of Act 312 Arbitration between:

CITY OF MENOMINEE

Case No.: L04 B-5004

Employer,

and

JAMES A. MACKRAZ, ARBITRATOR

MENOMINEE PROFESSIONAL POLICE
ASSOCIATION

Robert Jamo, Employer Advocate
Thomas Bahr, Union Advocate

Union.

PANEL'S FINDINGS, CONCLUSIONS AND ORDER

Before an Act 312 Panel consisting of:

James A. Mackraz, Chairperson
Francis J. McCarthy, MPPA Delegate
Anthony D. Furton, City of Menominee Delegate

I. INTRODUCTION.

The City of Menominee and the Menominee Professional Police Association (MPPA) are parties to a collective bargaining agreement that expired on July 1, 2004. The bargaining unit includes Police Sergeants, Patrolpersons and the School Liaison Officer. There are twelve (12) employees within the collective bargaining unit.

After engaging in collective bargaining and mediation, the MPPA filed a petition for Act 312 Arbitration on April 7, 2005. Pursuant to the provisions of 1969 Public Act 312, as amended, MCL 423.231 *et. seq.*, on June 24, 2005 the Michigan Employment Relations Commission appointed the undersigned Chairperson of the Act 312 Panel to resolve the dispute between the parties regarding the terms and conditions of employment to replace the expired

collective bargaining agreement. The parties held a pre-hearing conference on July 20, 2005. A hearing was scheduled to begin on October 4, 2005. The parties assembled on that day. At the urging of the Arbitrator, the parties agreed to engage in additional discussions to attempt to resolve the outstanding issues with the Arbitrator's assistance. The parties successfully reached a comprehensive agreement on all issues and agreed to stipulate to the following award. MCL 423.239 sets forth the grounds upon which an Act 312 arbitration panel shall base its findings, and includes the stipulations of the parties. By signing this Award, representatives of the City of Menominee and the Menominee Professional Police Association signify their approval of the Award.

II. FINDINGS AND CONCLUSIONS.

1. Continuation of Provisions. All provisions of the collective bargaining agreement effective through June 30, 2004 shall continue except as modified by this award.

2. Wages.

Effective January 1, 2005 wages will be increased 2.5%.

Effective January 1, 2006 wages will be increased 2.8 %.

Effective July 1, 2006 wages will be increased 2.25%.

3. Health Insurance.

Effective January 1, 2006 the health insurance plan shall be the Blue Cross/Blue Shield Community Blue's PPO Program Plan 2 in-network and PPO Program Plan 3 out-of-network with a \$10/\$40 drug card co-pay and Dental Plan A (50% co-pay up to \$800.00). Employees shall be required to make the following weekly contribution to the premium cost of the health and dental insurance plan: \$5.00 for families; \$4.00 for couples; and \$3.00 for individuals.

Effective July 1, 2006 employees shall be required to make the following monthly contribution to the cost of the health and dental insurance plan: \$45.00 for families; \$35.00 for couples; and \$25.00 for individuals.

Also effective July 1, 2006 employees may select an alternative to the PPO2 plan. The alternate plan will have higher co-pay and deductible provisions than the PPO2 plan, resulting in lower premiums to reduce or eliminate employee premium contributions. If the premium savings exceed employee contribution amounts, the net savings shall be placed in a health reimbursement account (HRA) for the employee. The alternate plan shall be at no additional cost to the City than the base plan.

4. Contract Language Proposed by Association.

The parties have reaffirmed the following tentative agreements concerning contract language reached before arbitration was initiated.

ARTICLE I - AGREEMENT

1.1 This Agreement between the CITY OF MENOMINEE, MICHIGAN hereinafter referred to as the "City" and MENOMINEE PROFESSIONAL POLICE ASSOCIATION, hereinafter referred to as the "Association", entered into this 1st day of July, 2004 shall remain in full force and effect until June 30, 2007.

ARTICLE 2 - RECOGNITION

2.1 Pursuant to and in accordance with all provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Menominee Professional Police Association as the exclusive representatives for the purpose of collective bargaining in respect to wages, hours and conditions of employment for the term of this Agreement, for all Police Sergeants, Patrolpersons and the School Liaison Officer.

ARTICLE 10 - VACATION

10.6 Vacation requests of more than three (3) days must be submitted at least fourteen (14) days in advance of the days requested. The deputy police chief or his designee may waive this fourteen (14) days notice providing the schedule permits.

10.7 Vacation requests of three (3) days or less must be submitted at least seven (7) days in advance of the day(s) requested. The deputy police chief or his designee may waive this seven (7) day notice provided scheduling allows.

10.8 Employees may take vacation provided that the Deputy Police Chief or his designee determines that manpower is sufficient, there will not be a disruption to the operation, no overtime is required to fill the position and the other conditions of this section have been met.

ARTICLE 12 - BEREAVEMENT

12.1. Employees shall be granted four (4) working days off in the event of death of spouse or children or three (3) working days off for death of mother, father, sister, brother, mother-in-law, father-in-law, with full pay not charged to his/her sick leave provided they attend the funeral, and one (1) working day off in the event of death of grandparent or if an employee acts in capacity as pallbearer.

ARTICLE 13 - INSURANCE

13.3 Employees may add any health related enhancements available through the current provider at the employee's expense.

ARTICLE 14 - EQUIPMENT FURNISHED BY THE EMPLOYER

14.2 A shoe allowance or other equipment at discretion of Chief, up to \$100.00 per year will be paid upon presenting the receipt. Allowance will increase to \$105.00 per year commencing July 1, 2005 and \$110.00 per year commencing July 1, 2006.

Equipment allowance can be carried forward for three (3) years.

ARTICLE 15 - WAGES

15.9 Field Training Officers (F.T.O.'s) shall receive twenty- five cents (\$.25) per hour for each Daily Observation Report (DOR) completed and reviewed.

ARTICLE 16 - LONGEVITY

16.1 The city will pay longevity benefits to all full-time regular employees after the third year of continuous service as follows: In 2004 - \$33.00 per year; in 2005 - \$34.00 per year; in 2006 - \$35.00 per year. Longevity pay will be paid by a separate check on the first payday in December. To receive longevity pay, an employee must be employed with the City on the first of December in the year the benefit is payable.

ARTICLE 22 - RETIREMENT BENEFITS

22.4 Commencing November 9, 1992 the pension benefit shall be increased from 2.25% AFC to 2.50% AFC. Commencing January 1, 2006 the pension benefit may be increased from 2.50% to 2.75% with the employees paying the cost for the .25% increase.

ARTICLE 23 - TERM OF AGREEMENT

23.1 This agreement shall remain in full force and effect from July 1, 2004 to June 30, 2007 and shall automatically be renewed under the same terms and conditions for agreed periods thereafter unless prior to January 1 of the year of termination of the contract, either party shall give the other written notice of its desire to change its provisions or terminate this agreement.

ARTICLE 27 – PERSONAL LEAVE

27.1 Employee shall be allowed one (1) personal leave day per year. These days shall not be deducted from sick leave or be cumulative. Use of these days is the employees' choice as long as such use does not unduly disrupt department operations.

ARTICLE 28 – SAFETY COMMITTEE

28.1 The employer and Association agree to meet to discuss Departmental safety issues. The Association shall have two members, one of whom will be the Association president. The employer shall have two members, one of whom will be the Director of Public Safety or his designee.

5. Contract Language Proposed by City.

The parties have reaffirmed the following tentative agreements concerning contract language reached before arbitration was initiated.

ARTICLE 5 – SENIORITY

Amend section 8 by substituting "personnel director" for the existing "city clerk". Amend section 9 by substituting "Deputy Police Chief" for the existing "Police Chief". Amend all other references to "Police Chief" in contract accordingly.

ARTICLE 9 – LEAVE OF ABSENCE

Amend section 5 to read: Maternity leave will be granted in accordance with the Family Medical Leave Act.

ARTICLE 15 – WAGES

Amend section 7 to read: Any employee required to work in a classification with a higher rate of pay than his/her regular classification or in a classification with a lower rate of pay than his/her regular classification and more than one consecutive pay period shall be compensated at the rate of pay of the higher or lower classification whenever s/he thereafter performs such work.

6. Appendix A and School Liaison Officer.

The Table of Organization and Hourly Wage Rates at Appendix A shall be modified by deleting the line for School Liaison Officer. The School Liaison Officer shall be paid in accordance with the appropriate patrolperson rate effective January 1, 2005.

7. Hours of Work.

The parties have agreed to execute the letter of understanding hand dated 11-9-04 with implementation on December 1, 2005.

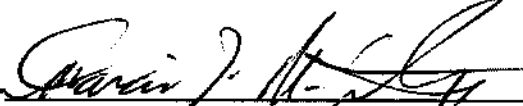
III. ORDER.

The Panel adopts and incorporates as its Order the provisions set forth above.

Dated: October 28, 2005


James A. Mackraz, Chairperson

Dated: 10-24-05


Francis J. McCarthy, Delegate
Menominee Professional Police Officers Association

Dated: 10-25-05


Anthony D. Furton, Delegate
City of Menominee