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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

In the Matter of the Act
312 Arbitration Between:

Case No. L00 A-7004

CITY OF GREENVILLE

George J. Brannick, Chairperson

-and-

POLICE OFFICERS
ASSOCIATION OF MICHIGAN

ACT 312 AWARD

The Police Officers Association of Michigan (hereinafter the "Union") is the exclusive bargaining representative of employees who work in the Public Safety Department of the City of Greenville (the "City"). The City and the Union are signatories to a Collective Bargaining Agreement that was effective from July 1, 1997, through June 30, 2000.

The Union filed a Petition to initiate this Act 312 arbitration proceeding on October 3, 2000, and the Michigan Employment Relations Commission appointed Mr. George J. Brannick as the chairperson of the arbitration panel. The parties waived the Act 312 timelines, and hearings were held on the morning of September 1, 2001, on September 19, 2001, and on December 6, 2001. Final offers of settlement were submitted on January 11, 2002, and the parties were subsequently allowed an opportunity to submit written briefs.

The panel has reviewed the evidence submitted at the hearing together with the statutory criteria forth in Section 9 of Act 312, MCL 423.239. After assigning such weight to each statutory criteria as the panel deemed appropriate, the following is the panel's award.

1. **Grievance Procedure.**

Section 4.5 of the Collective Bargaining Agreement currently provides:

Section 4.5. Discharge or Suspension Grievances. All grievances concerning discharge or suspension shall be initiated at Step 2 of the Grievance Procedure. A written grievance signed by the Steward or the affected employee shall be filed within four (4) working days of the employee's discharge or suspension in order to invoke the grievance procedure in such instances.

The panel concludes that there should be no change in Section 4.5.

2. **Public Safety Officer Program.**

Letter of Understanding No. 1 contained language applicable to the creation of the City's public safety officer program in 1985.

The panel concludes that the Letter of Understanding will be eliminated, but Paragraph M shall be retained.

3. **Mandatory Drug Testing.**

The panel concludes that the City may institute the same drug testing plan as is in effect for other City employees.

4. **Work Schedules.**

The Panel awards the City's proposal, which is as follows:

The **City** proposes that the current 6-3 schedule shall be retained, but employees may be scheduled for up to 18 hours of training each calendar year without additional compensation. This would be accomplished by adding the following Letter of Understanding:

The work 6-3 work schedule with 8.50 hour days requires employees to work an average of 39.2/3 hours per week, but employees are paid on a salary basis

and with a base hourly rate that is calculated as if the employee worked 40 hours per week. As a result, the schedule results in 18 hours of time each year which is available to the City for training purposes. This shall generally be used for in town training, departmental meetings or other training activities. The City reserves the right to schedule these or other activities as needed with no additional compensation for the employee. The City will give 48 hour notice when possible. In the event that the City does not schedule training in any calendar year, those training hours will be forfeited.

[This letter of understanding shall be effective 1-1-2003]

6. Assignment Pay.

The Panel awards the City's proposal, which is as follows:

Section 6.11 of the Collective Bargaining Agreement shall be revised to read:

Section 6.11. Substitution for Shift Supervisor. In the event that an employee is assigned to perform the duties of shift supervisor for a period of one (1) complete shift due to the absence of a sergeant, the individual shall receive pay at a rate 3.50% higher than the PSO III top step for those hours assigned shift supervisor duties.

7. Selection of Insurance Carriers.

The Panel awards the City's proposal, which is as follows:

Section 8.1 of the Collective Bargaining Agreement shall be revised to read:

Section 8.1. Health and Hospitalization. The City shall pay the entire cost of premium or premiums for hospitalization and major medical coverage under a policy to be selected by the City Council for the City of Greenville for each member of the bargaining unit and their families. If a different hospitalization plan is utilized by the City, the coverage must be **substantially equivalent** to the coverage provided by the current plan.

8. Retiree Health Insurance. [UNION ISSUE]

The Panel accepts the City proposal to amend Section 8.2 of the Collective Bargaining Agreement to increase the current \$4.00 to \$4.40 effective 7-1-2002 and to \$4.62 effective June 30, 2003.

These increased retiree insurance amounts will be applicable to employees who retire on or after the date of the Act 312 award.

9. Sickness and Accident Insurance.

The Panel accepts the City's proposal to eliminate Section 8.3 of the Collective Bargaining Agreement, which currently provides:

Section 8.3. Accident and Sickness Income. The Employer shall continue to provide the existing accident and sickness income insurance which shall be in addition to and in supplement of the sick leave benefits granted to each employee. Said insurance provides each employee with a benefit of Forty Dollars (\$40.00) per week for non-occupational sickness and accident for a period of twenty-six (26) weeks beginning with the ninth (9th) week of injury or illness. The benefits of this insurance do not cover sickness or accidents resulting from employment with another employer. The terms of this policy shall control this section, and an employee drawing disability may be required to return to work at a position where his disability will not impair his ability to perform.

10. Pension.

The Panel accepts the Union's proposal that the Plan will be increased to B-3 effective 6-30-2003. The Employee's base contribution to the pension plan will continue to be 3.00%. The Employer's cost will be capped at not more than 6.00%, and costs in excess of 6.00% will be added to the employee's base 3.00% contribution.

11. Unused Sick Leave Payoff.

The Panel accepts the Union's proposal not to change Section 9.6 (b) of the Collective Bargaining Agreement.

12. Wages

The Panel accepts the City's proposal to increase wages as follows:


7-1-2000	3.00%
7-1-2001	3.00%
7-1-2002	3.00%

These increases are set forth on the attached appendixes.

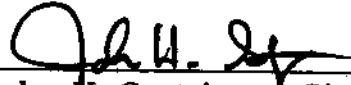
The increased wages as set forth on Appendix A will be paid retroactively to all active employees as of October 25, 2002.

The Parties shall enter into a Collective Bargaining Agreement containing these provisions together with the Tentative Agreements previously reached between the parties.

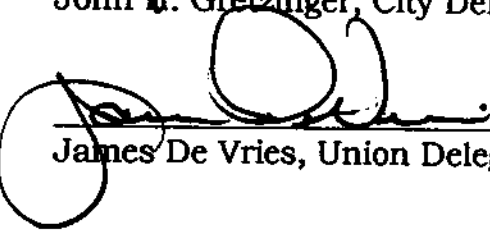
Dated: October 25, 2002


George Brannick, Chairperson

Dated: 10/25/2002


John H. Gretzinger, City Delegate

Dated: 10/25/2002


James De Vries, Union Delegate

APPENDIX A**WAGES EFFECTIVE JULY 1, 2000 (3.00%)**

	<u>PSO I</u>	<u>PSO II</u>	<u>PSO III</u>	<u>DIS</u>
<u>Start</u> 24,412	30,752	31,523		33,204 (11.7366)
<u>6 Months</u>	--	--	--	25,417 (12.2198)
<u>1 Year</u> 26,509	33,446		34,286	35,969 (12.7448)
<u>2 Years</u>	34,569	35,410		37,088
<u>3 Years</u>	35,497	36,353		38,030
<u>4 Years</u>	36,538	37,378		39,059

PSO Corporals are paid 3.50% above the PSO III 4 Year Step. (40,426)

PSO Sergeants are paid 7.00% above the PSO III 4 Year Step. (41,793)

PSO Lieutenants are paid 11.00% above the PSO III 4 year Step. (43,255)

Dispatch Coordinator is paid 7.00% above the Dispatcher 1 year Step. (28,364)

As a condition of continued employment, all employees hired in the Public Safety Officer classification are required to perform the entire range of police and fire duties and qualify as a PSO III prior to the completion of their probationary period.

APPENDIX A

WAGES EFFECTIVE JULY 1, 2001 (3.00%)

	<u>PSO I</u>	<u>PSO II</u>	<u>PSO III</u>	<u>DIS</u>
<u>Start</u>	31,675	32,469	34,200	25,144 (12.0887)
<u>6 Months</u>	--	--	--	26,180 (12.5864)
<u>1 Year</u>	34,449	35,315	37,048	27,304 (13.1271)
<u>2 Years</u>	35,606	36,472	38,201	
<u>3 Years</u>	36,562	37,444	39,171	
<u>4 Years</u>	37,634	38,449	40,231	

PSO Corporals are paid 3.50% above the PSO III 4 Year Step. (41,639)

PSO Sergeants are paid 7.00% above the PSO III 4 Year Step. (43,047)

PSO Lieutenants are paid 11.00% above the PSO III 4 year Step. (44,656)

Dispatch Coordinator is paid 7.00% above the Dispatcher 1 year Step. (29,215)

As a condition of continued employment, all employees hired in the Public Safety Officer classification are required to perform the entire range of police and fire duties and qualify as a PSO III prior to the completion of their probationary period.

APPENDIX A

WAGES EFFECTIVE JULY 1, 2002 (3.00%)

	<u>PSO I</u>	<u>PSO II</u>	<u>PSO III</u>	<u>DIS</u>
<u>Start</u>	32,625	33,443	35,226	25,898 (12.4511)
<u>6 Months</u>	--	--	--	26,965 (12.9641)
<u>1 Year</u>	35,482	36,374	38,159	28,123 (13.5207)
<u>2 Years</u>	36,674	37,566	39,347	
<u>3 Years</u>	37,659	38,567	40,346	
<u>4 Years</u>	38,763	39,654	41,438	

PSO Corporals are paid 3.50% above the PSO III 4 Year Step. (42,888)
PSO Sergeants are paid 7.00% above the PSO III 4 Year Step. (44,339)
PSO Lieutenants are paid 11.00% above the PSO III 4 year Step. (45,996)
Dispatch Coordinator is paid 7.00% above the Dispatcher 1 year Step. (30,091)

As a condition of continued employment, all employees hired in the Public Safety Officer classification are required to perform the entire range of police and fire duties and qualify as a PSO III prior to the completion of their probationary period.