

2106

U

STATE OF MICHIGAN
STIPULATED ARBITRATION AWARD

04 JAN 20 PM 4:18
STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

RECEIVED

IN THE MATTER OF THE ARBITRATION BETWEEN

THE TOWNSHIP OF VAN BUREN,
Public Employer,

Employer/County,

and

POLICE OFFICERS LABOR COUNCIL,
Labor Organization

Union.

Case No. DO1-F-0674

I. Statutory Time Limits. The parties waive all statutory time limits on the conduct of the hearing and the issuance of the award.

II. The parties stipulate that the case was properly before the panel and that the panel had appropriate jurisdiction.

III. The parties stipulate that the Collective Bargaining Agreement will be for a period of four (4) years commencing on January 1, 2002 and terminating on December 31, 2005 at 11:59 p.m.

IV. The parties stipulate that all wages are to be retroactive and further that there will be no retroactivity on any other cash payments and/or fringe benefits.

V. The parties stipulate that all current contractual provisions are to be continued into the new Collective Bargaining Agreement except as modified by the tentative agreements which were entered into the party and which are attached hereto with the exception of any agreements hereinafter set forth which may modify the Collective Bargaining Agreement.

VI. Wages.

a. Effective January 1, 2002 the Township will implement an across-the-board wage increase in the sum of four percent (4%).

b. In the second year of the contract commencing on January 1, 2003 the Township will effectuate a wage increase of four percent (4%) across-the-board for all members of the bargaining unit.

c. In the third year of the contract commencing on January 1, 2004 the Township will implement an across-the-board wage increase of four percent (4%) for all members of the bargaining unit. In addition it will pay a one-time bonus of one half of one percent (0.5%) of the base wage for that year to members of the bargaining unit.

d. In the fourth year of the contract the Township will implement a wage increase of four percent (4%) across-the-board for all members of the bargaining unit commencing on January 1, 2005. In addition the Township will pay a one-time bonus equivalent to three quarters of one percent (0.75%) of the base pay for that year for all members of the bargaining unit.

e. The one-time bonuses to be paid in the third and fourth years of the Collective Bargaining Agreement will not be utilized for any other purposes including but not limited to vacations, holidays, overtime or any other cash payments with the exception that since the bonuses will appear in the W-2 wages for that year the bonuses will be utilized and counted for purposes of pension contributions.

VII. Pensions. Effective January 1, 2004 or as soon thereafter as it may be implemented the Employer will adopt a pension plan under the Michigan Employee Retirement System. The plan will provide for a multiplier of (2.5%); and three year final average compensation calculation; a V-6 vesting which will provide for vesting at the end of six (6) years of service; an E-2 escalator as provided by MERS; an F-55/15 feature which provides for retirement at fifty five (55) years of age with a minimum of fifteen (15) years of service; a maximum annual pension of no more than eighty percent (80%) of final average compensation.

The Township shall be required to contribute twelve percent (12%) annually of the gross wage of each employee into the MERS pension plan. Upon the implementation of the plan the Township will cease to make any contributions to the current Defined Contribution Plan.

Each employee will continue to contribute five percent (5%) of their gross pay into the new MERS pension plan.

The Employer's contribution will be capped at a maximum of twelve percent (12%) annually until such time as actuaries that are employed by MERS certify that the plan is one

hundred percent (100%) actuarially funded. Employees shall continue to pay their five percent (5%) annual contribution and the employer their (12%) until actuaries employed by MERS certify that the plan is one hundred percent (100%) actuarially funded.

The Union on behalf of itself and members of the collective bargaining unit waives any right to negotiate on any item that involves the pension, including each of the individual items herein above set forth, as well as any other benefits attributable to the MERS pension plan until such time as actuaries employed by MERS certify that the plan is one hundred percent (100%) actuarially funded. In addition the Union waives any right to file a grievance or engage in any other forum for benefits related to the MERS pension plan with the exception that if an individual believes that he or she is not receiving the appropriate pension such issue would be subject to the grievance procedure. However, neither the grievance procedure, arbitration, administrative actions or court procedures shall be utilized in order to obtain an increase in any of the individual items herein above set forth or any other item associated with the plan until it is certified by actuaries employed by MERS to be one hundred percent (100%) actuarially funded.

The Union on behalf of itself and its members waives the right to utilize Act 312 of the Public Acts of 1969 or any other amendment or act which the State may pass providing for arbitration of any issue related to the MERS pension plan until it has been certified to be one hundred percent (100%) actuarially funded by actuaries employed by MERS.

The Union does not waive its right to negotiate future increases in wages which may impact the pension plan in terms of an increased pension based upon wage increases.

Each employee shall be treated as if he or she has no past service with respect to the implementation of the new MERS pension, plan. The Township will not be liable for any past service credit. However, subject to MERS rules and regulations, and IRS rules and regulations,

each employee if he or she so chooses may purchase past service by rolling over monies from the Defined Contribution Plan to the MERS plan. However, the monies which may be rolled over are subject to the rules of the IRS and MERS.

Each employee shall begin in the new plan with zero (0) years of service credit subject to purchasing years of service credit as herein above set forth. For example, an employee enrolling in the plan on January 1, 2004 would not have a year of service credit until December 31, 2004.

In the event that in any year it is actuarially determined that a contribution of more than seventeen percent (17%) (the Employer's twelve percent (12%) contribution and the employee's five percent (5%) contribution) is required the employee shall be liable for all amounts and percentages over and above the seventeen percent (17%) contributed by the Employer and the employee. The Employer shall have no responsibility whatsoever to make any contribution above twelve percent (12%) until such time as actuaries employed by MERS certify that the fund is one hundred percent (100%) actuarially funded.

In the event that in any year prior to the certification by the actuaries of the fund being one hundred percent (100%) actuarially funded it is determined that less than seventeen percent (17%) is required both the Employer and the employee shall continue to pay their respective percentages (twelve percent (12%) and five percent (5%)) even though the total of seventeen percent (17%) will exceed the amount certified to be paid by the MERS actuaries.

VII. Sickness and Accident Insurance. Effective upon the signing of the new Collective Bargaining Agreement the sickness and accident insurance benefits will be modified to reflect the same benefits as are received by the Township AFSCME employees. The maximum benefit will be increased to Four Thousand (\$4,000.00) Dollars per month based upon sixty percent (60%) of the employee's annual wages.

IX. Retiree Spousal Health Care. The Township and the Union will implement the same language as currently exists in the AFSCME contract with the Township and the employee on a co-pay basis paying the same amounts as the AFSCME contract provides. However, the rule of 75 in the AFSCME plan shall be reduced to a rule of 70. Employees wishing to obtain spousal health care coverage will be required to have a minimum of fifty five (55) years of ages and fifteen (15) years of service in order to qualify for spousal health care coverage.

X. Field Training and Communication Officers. If an officer is directed to perform duties involving field training and/or communications for the purpose of training probationary and/or new officers the said officer shall receive an additional one (1) hours of pay per shift as time and one half. The officer or officers designated as field training and communication officers shall only receive the pay when directed to perform the duties by the Director of Public Safety or his designee.

XI. Personal Leave Days. Effective January 1, 2004 personal leave days shall be increased from two (2) days to three (3) days annually.

XII. Withdrawal of Union Issues. The Union and Township stipulate that all other Union issues with the exception of the tentative agreements attached hereto are withdrawn with prejudice.

XIII. Township Issues. The Township agrees and stipulates that all Township issues with the exception of the issues hereinafter set forth are withdrawn with prejudice.

XIV. Holiday Pay. The Township and the Union stipulate that holiday pay shall be as follows:

a. Each employee shall receive twelve (12) hours of holiday pay for the thirteen (13) holidays stipulated in the Collective Bargaining Agreement.

b. Each employee who works on a holiday in addition to the twelve (12) hours of holiday pay shall receive time and one half for all hours worked on the holiday provided that those hours do not exceed when coupled with the regular hours of work during the fourteen (14) day cycle a total of one hundred (100) hours. For each hour of work on a holiday which exceeds one hundred (100) hours the employee shall receive double time pay. Employees shall be paid holiday pay, overtime on holidays and regular pay in accordance with schedules attached to the Township exhibits which were provided to the Act 312 panel.

All hours worked and paid for on a holiday shall be considered to have been overtime hours and may not be paid for overtime purposes a second time nor shall any pyramiding take place which would calculate the hours of work on a holiday a second time for overtime purposes. The twelve (12) hours of holiday pay which each employee receives for each holiday regardless of whether or not they work shall not be counted as hours worked for overtime purposes or any other purpose with the exception that the monies which are received for a holiday pay are considered to be W-2 wages.

The schedules provided for the arbitration panel shall be incorporated into the new Collective Bargaining Agreement with respect to the payment of wages for those weeks in which holidays fall.

A holiday worked will be treated as a separate and distinct day and will be eliminated from any other calculations for overtime purposes based upon the fact that the employee is already receiving overtime for working on the holiday.

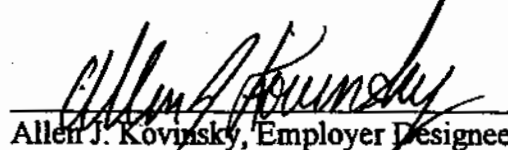
XV. Court Time. Court time shall be reduced from four (4) hours at time and one half to three (3) hours at time and one half.

Act 312 Panel

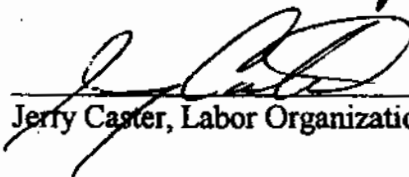
We concur with the stipulated award.



Karen Bush-Schneider, Chairperson



Allen J. Kovinsky, Employer Designee



Jerry Caster, Labor Organization Designee