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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Act  
312 Arbitration Between:

Case No. D05 A-0009  
Donald R. Burkholder, Chairperson

CITY OF GIBRALTAR

Advocates:  
Charles Wycoff, for the Employer  
Thomas Zulch, for the Union

-and-

Delegates:  
Joseph Fremont, for the Employer  
John Viviano, for the Union

POLICE OFFICERS  
LABOR COUNCIL  
(Police Command and  
Control Unit)

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ACT 312 ARBITRATION BACKGROUND

The Commission appointed this Arbitrator Chairman by letter of August 2, 2005. A Pre-Hearing Conference on September 13<sup>th</sup> resulted in the scheduling hearing dates in December, the remand of the case for 21 days for purposes of mediation, movement toward agreement on comparables, and the Employer Advocate's offer to the Union to review the City's financial records.

Professionalism and good will were evident despite serious issues and significant differences, with special regard to the Employer's financial situation. The uncertainties and changes of perspective which accompany a change in local administration, with the election of a new Mayor, resulted in some minimal but justifiable delay. The Chairman directed the parties to engage in serious bargaining to work through the numerous issues toward a realistic agreement

The issues listed on the Petition for Arbitration were as follows:

Employer: Wages; Seniority and Promotions; Part-Time Auxiliary Reserve Officers; Insurance; Wages/Overtime; Pension; Duration.

Union: Call-in time; Wages; Uniform Allowance; Pension; Vehicles; Civilian Dispatcher Wages, Earned Time Off, Health Care, Call-in-Pay; Deferred Compensation; Retroactivity..

The requirements of Public Act 312, Section 9, spell out in detail the matters to be considered in working through the process.

## MICHIGAN EMPLOYMENT RELATIONS COMMISSION

Act 312, 1969, 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 or with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.
- (e) The average consumer price for goods and services, commonly known as 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 arbitration hearing.
- (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.

The Employer and the Union delegates requested that they be permitted to accept or reject the awards hereinafter set forth on an individual issue-by-issue basis. The Arbitration Panel determined that the members may do so by affixing their signature after the Award in each issue, indicating the acceptance or rejection of each issue. The following awards constitute the totality of changes to the Agreement. Boldface print indicates changes and/or new language, with the proviso that the percentage increases in Article 30, Wages, will be translated into the actual dollar amount in the printed Agreement.

Issue # 1

Article 14, Seniority and Promotions

**Section 2: The City agrees to maintain a minimum of one (1) lieutenant and two (2) sergeants. Through attrition one sergeant's position shall be eliminated, thereafter only two (2) sergeant's positions shall be maintained.**

Accept *Donald R. Burkholder*  
Donald R. Burkholder

Accept *Joseph W. Fremont*  
Joseph Fremont

Reject *John Viviano 6/24/06*  
John Viviano

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Issue # 2

Article 23, Safety Clause

**Section 4. The City of Gibraltar agrees to maintain a minimum of two (2) road officers from 7:00 p.m. to 3:00 a.m. on the nights of Friday and Saturday, the Wednesday night before Thanksgiving Day and the following holiday weekends (New Years Day, Memorial Day Weekend, 4<sup>th</sup> of July and Labor Day weekend).**

Accept *Donald R. Burkholder*  
Donald R. Burkholder

Accept *John Viviano 6/21/06*  
John Viviano

Reject *Joseph W. Fremont*  
Joseph Fremont

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Issue # 3

Article 27, Insurance

Section 1. The City shall provide all employees covered by this agreement with the following insurance protection, at full cost to the City:

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B. Full time members of the bargaining unit shall be provided with health care insurance set forth below:

- \$10/\$40 prescription drug co-pay rider.
- \$30 office visit
- The employer agrees to pay the full cost of health insurance to dependent children pursuant to Blue Cross/Blue Shield rules.

Accept Donald R. Burkholder  
Donald R. Burkholder  
Accept Joseph W. Fremont  
Joseph Fremont  
Reject: John Viviano 6/21/04  
John Viviano

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Issue # 4

Article 30, Wages

The following wage increases will be effective on the dates listed:

July 1, 2005 0%  
July 1, 2006 2%  
July 1, 2007 2%  
July 1, 2008 2%  
July 1, 2009 2%

Accept Donald R. Burkholder  
Donald R. Burkholder  
Accept Joseph W. Fremont  
Joseph Fremont  
Reject: John Viviano 6/21/06  
John Viviano

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Issue # 5

Article 36, Pensions

Section 1 – An employee may retire under Act 345, P.A. 1937, as amended (C.L. Sec.38.551 et. Seq.) after twenty-five (25) years of service regardless of age.

Effective July 1, 2001 the pension multiplier will be 2.7% for the first 25 years of service plus one (1.0%) percent of the final average compensation times years of service in excess of twenty five (25) years. A cap of 70% of the final average compensation shall be established. Final Average Compensation (FAC) shall be figured using the best three (3) years out of the last four (4). FAC includes base wage, overtime, longevity, and shift premium. Effective July 1, 2005 all employees participating in Act 345 will contribute seven (7%) to the Pension Fund on all earnings except for sick day sell back, gun allowance, and lump sum holiday pay.

**Effective July 1, 2005 employee contribution to the pension fund will be reduced to five (5%) percent provided the pension fund remains over ninety (90%) funded and the employer is not required to contribute to the fund. Should the fund fall below ninety (90%) funding and/or the employer is required to contribute to the fund, employees would then again contribute seven (7%), only for that period, until the fund balance exceeds one hundred (100%) funding or the employer is no longer required to contribute to the fund.**

Accept *Donald R. Burkholder*  
Donald R. Burkholder  
Accept *John Viviano* 6/21/04  
John Viviano  
Reject *Joseph W. Fremont*  
Joseph Fremont

Issue # 6

Article 43, Duration

**Section 1 – This Agreement shall be effective the first day of July 2005, and shall remain in force and effect through to, and including June 30<sup>th</sup>, 2010.**

**Section 2 – The parties agree that, commencing no later than May 1<sup>st</sup>, 2010, they will undertake negotiations for a new Agreement for a succeeding period.**

Accept Donald R. Burkholder  
Donald R. Burkholder

Accept Joseph W. Fremont  
Joseph Fremont

Reject John Viviano 6/21/04  
John Viviano