2189

STATE OF MICHIGAN

COMPULSORY ARBITRATION

In the Matter of:

CITY OF FRASER.

Employer,

Arising pursuant to Act 312, Public Acts Of 1969, as amended

Case No. DO5-C-0359

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Union,

STIPULATED ARBITRATION AWARD

Date of Award: June 27, 2007

The parties having appeared June 27, 2007 before A. Robert Stevenson, Arbitrator, have agreed to a stipulated arbitration award as follows:

Preamble:

This stipulated arbitration award entered into on June 27, 2007 is between the City of Fraser, County of Macomb, State of Michigan (hereinafter referred to as the "City"), and the Police Officers Association of Michigan, Dispatchers Unit, (hereinafter referred to as the "Union"), and will extend to June 30, 2009.

<u>Article 15 – Wages – 15.1</u>

The salary schedule shall be in effect from July 1, 2005 to June 30, 2009 and shall be modified to reflect the following increases:

Effective July, 1, 2005 - a 1% increase.

Effective July, 1, 2006 – a 2.5% increase.

Effective July 1, 2007 – a 2.5% increase.

Effective July 1, 2008 – a 2.0% increase

Full retroactivity will be awarded, with the exception of Article 15.7 – Shift Differential and the Letter of Understanding

The Union agrees to a modification of the pay period from every week to every other week, provided that all other employee bargaining units agree to the same provision.

Article 15 - Shift Differential - 15.7

Shift Differential shall be paid in the following manner:

	Present ·	7-1-05	7-1-06	7-1-07
Afternoons	\$.30	\$.37	\$.37	\$.44 cents per hour
Midnights	\$.40	\$.47	\$.47	\$.54 cents per hour
Swing Shift	\$.35	\$.42	\$.47	\$.49 cents per hour

Shift differential shall be retroactive to July 1, 2006.

Shift differential shall be paid the last pay period of the fiscal year.

Article 17 - Holidays - 17.2A & 17.3

17.2A: Any employee who is forced over to work on certain holidays shall be paid at two (2) times their normal rate of pay. This provision applies to the following holidays: Thanksgiving, Christmas Eve, Christmas day, New Years Eve and New Years day.

17.3: Section to be modified to reflect that holiday pay will be paid once per fiscal year in December. Notification requirements remain the same.

Article 18 - Overtime - 18.8 - Compensation for Training

Any dispatcher who is assigned a trainee will be compensated at the straight time hourly rate for one (1) hour for each shift worked. Only one (1) dispatcher will receive the one(1) hour per shift.

<u>Article 20 – Vacations – 20.8 – New Hires</u>

For new hires after June 27, 2007 there will be no payment of unused vacation time upon separation of employment whether voluntary or involuntary. The City will allow a reasonable carryover of vacation time, subject to approval by the Supervisor, but this carryover must be used within the next year.

Article 21 - Longevity

The parties agree that all new hires after June 27, 2007 the date that contract is signed will receive the following longevity pay.

5 Years \$500 10 Years \$1,000 15 Years \$1,500

There will be no changes for current members.

Article 27 – Hospital, Medical, Surgical, and Dental (HMSD)

The Union agrees to the elimination of the existing PPO BC/BS plan and replace the same with the Blue Cross Community Blue Plan Option 1 with a 10/40 prescription drug co-pay for all current employees as soon a practicability.

The City agrees to the suspension of the employees current \$15.00 per week contribution in exchange for the modification to the medical and prescription drug plans upon the implementation of the Blue Cross Community Blue Plan Option 1 being implemented.

The City agrees to continue the Blue Care Network plan for existing participants only, if applicable, provided that at least 2 contracts exists pursuant to BC/BS plan requirements. No new contracts will be allowed.

All employees hired after June 27, 2007 will be provided the Community Blue Plan Option 4 with a 10/20 prescription drug co-pay with a \$30 office visit co-pay and \$30 chiropractic co-pay.

Article 29 – Retirement

For all employees hired after June 27, 2007 the employee contribution into the retirement system will be set at 5% of total compensation per pay period. Medical coverage to be provided to retiree and spouse only at time of retirement. Subsequent spouse covered only at retirees' expense.

The City and Union agree to the attached Letter of Understanding relative to the computation of vacation time. It is the City's understanding that this Letter applies to Dispatchers Mohaske and Trinkwalder only. No retroactivity will be applied to this LOU.

A. Robert Stevenson, Arbitrator 2 Mont Municipal Date: 6/27/07

I concur with the award
Union Delegate, Tom Griffin, 80 Out Date: 6/27/07

I concur with the Award

Employer Delegate, Jeffrey A. Bremer, May Date: 6/27/07



POLICE OFFICERS ASSOCIATION OF MICHIGAN

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LETTER OF AGREEMENT

This letter of agreement is between the Police Officers Association of Michigan (Union) and the City of Fraser (Employer).

It is agreed between the Union and the Employer that any full-time dispatcher hired prior to June 20, 2006 shall have their vacation time computed from their date of hire as a full-time or part-time dispatcher. The computed time shall be for vacation only, and will not effect any other benefits as described in the collective bargaining agreement.

Part-time dispatchers who are promoted to full-time status after July 1, 2006 shall have their part-time hours worked, converted to full-time years at the rate of 2080 hours to be equal to one year.

For the Union

For the Employer

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