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STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE ACT 312
ARBITRATION BETWEEN:

CITY OF MARINE CITY (Employer)

-and-

POLICE OFFICERS LABOR COUNCIL (Union)

MERC Case #D94 A-0071

ARBITRATION PANEL

CHAIRMAN: Mario Chiesa
EMPLOYEE DESIGNEE: Joseph W. Fremont
UNION DESIGNEE: Michael Somero

APPEARANCES

FOR THE EMPLOYER: Stringari, Fritz, Kreger, Ahearn,
Hunsinger, Bennett & Crandall
By: Brian S. Ahearn
650 First National Building
Detroit, Michigan 48226

FOR THE UNION: John A. Lyons, P.C.
By: Kenneth W. Zatkoff
675 E. Big Beaver Road, Suite 105
Troy, Michigan 48083

INTRODUCTION

The petition in this matter is dated October 12, 1994. The bargaining unit involved is described as all sergeants and patrolmen. There are approximately eight employees in the unit. The prior Collective Bargaining Agreement expired on 6/30/94.

The Employer's answer to Petition for Arbitration is dated October 20, 1994.

The Chairperson of the arbitration panel was appointed via a document dated November 10, 1994. A pre-arbitration conference was conducted on Friday, February 3, 1995. It is noted that both parties filed written waivers of all time limits contained in the statutes and regulations.

A summary of the February 3, 1995 pre-arbitration conference was issued on February 20, 1995. It is noted in the summary that the parties agreed that the Collective Bargaining Agreement would have a duration of three years. The hearing was scheduled for August 24 and August 31, 1995. It was to be conducted at City Hall, Marine City. The parties convened and concluded the hearing on August 24, 1995.

ISSUES

At the time of the hearing the issues still outstanding were wages, pension, retiree health, residency, health care insurance, equipment, and 12-hour shifts, which also included an issue of shift premium. All issues, with the exception of residency and equipment, were characterized as economic issues. Thus, residency and equipment are characterized as non-economic issues.

PROCEEDINGS

The parties submitted substantial amounts of evidence dealing with the issues in question. However, they continued to discuss the matter and ultimately reached a stipulation covering the outstanding issues, which they have asked the panel to adopt as the

award. It should be recognized by everyone involved with this type of arbitration that the statute specifically provides that arbitration panels must consider stipulations of the parties.

Nonetheless, the entire record was carefully and painstakingly examined, and ultimately it was concluded that the parties' stipulations should be, and are hereby adopted as the awards in the matter.

AWARD

1. The Collective Bargaining Agreement resulting from these proceedings will be effective from 7/1/94 through and including 6/30/97.

2. The resulting Collective Bargaining Agreement will be comprised of the stipulation entered into by the parties, all prior TAs and the status quo of those provisions which have not been affected by the stipulation or the prior TAs.

3. Wages: The parties have stipulated that the wage increases will be three (3%) percent, three (3%) percent, and four (4%) percent; that there will be full retroactivity and that the increases will be effective on the anniversary dates of the contract.

4. The language in Section 1, paragraph A, Article 53 - Pension, of the prior contract reads: "Employees are required to belong to the City's pension plan and pay 5 percent of their gross salary, which is to be deducted from their salary, with the City currently paying 8.08 percent, as per ordinance."

The parties have stipulated that the above language will be changed to read: "Employees are required to belong to the City's pension plan and pay 5 percent of their gross salary, which is to be deducted from their salary."

5. The language in the prior contract, Article 56, shall be altered so that Article 56 in the contract resulting from this proceeding shall read: "Employees shall not be required to operate or use equipment or vehicles which are not in safe operating condition." "Employees shall notify the Employer in writing of equipment or vehicles which are found to be inoperative or unsafe."

6. Language regarding residency will appear in the contract resulting from this arbitration and will read as follows: "As a condition of employment members of the bargaining unit must reside within the County of St. Clair."

7. Twelve-hour shifts and other aspects have been dealt with by a Letter of Understanding. The contract also contained provisions regarding shift premium.

The parties stipulated that the prior Letter of Understanding and the new language regarding shift premium, which will be articulated, will become part of the contract. Specifically, the language contained in the prior Letter of Understanding will be incorporated under the term "shift differential" which was contained on page 37 of the prior contract and, further, that the shift differential language that existed under the prior contract would be eliminated and in its place will be language providing that employees will be paid a shift premium

of 50 cents per hour for each hour worked between 7:00 p.m. and 7:00 a.m.

8. In relation to retiree health care, by stipulation the parties' are agreeing that in the event either of the City's other two unions, namely the International Union of Operating Engineers, or the Teamsters, negotiate a retiree health insurance benefit, that benefit would be applied to the members of this police bargaining unit.

9. In regard to health insurance, the parties stipulate that all the health insurance for active and current employees would remain just as it is, status quo, with the City paying the premium, until possibly July 1, 1996, at which time that coverage might change to the Blue Cross Preferred Provider Option, with the current benefit, if either of the other two unions, International Union of Operating Engineers, or the Teamsters, agrees to the PPO change, and in any event the City would pay one hundred percent of the premium. To restate it, the current health insurance will remain status quo up to July 1, 1996. There will be no change whatsoever. As of that date, if either of the previous two unions have negotiated something different, a PPO plan, as indicated, then the police officers union would then convert to a PPO plan which is equal in benefits to the current plan which they currently have. There would be no reduction in benefits; it would be the same plan, just converted to a PPO. They would have the same deductibles, the same co-pay, same drug riders. If there is no change prior to July 1, 1996, by either of the two above-mentioned unions, then the

health insurance as we know it continues unchanged through the life of the agreement. That language will probably be included on page 25 as the last paragraph -- paragraph D of Article 36 -- of the prior contract.

10. To reiterate, the new Collective Bargaining Agreement will be comprised of the above stipulation, all prior TAs, and the status quo of those provisions which have not been affected by the stipulation or the prior TAs.

Mario Chiesa 10-17-95
Mario Chiesa
Neutral Chairperson

Michael Somero
Michael Somero
Union Delegate

JS
Joseph W. Fremont
Employer Delegate

Dated: October 10, 1995

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Mario Chiesa 10-17-95

Mario Chiesa
Neutral Chairperson

/s/

Michael Somero
Union Delegate

Joseph W. Fremont

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Employer Delegate

Dated: October 10, 1995