

STATE OF MICHIGAN  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
DEPARTMENT OF LABOR

8/?/86  
ARB

CITY OF MARINE CITY,

Employer,

-and-

MERC Case No: D85 G-1881

LABOR COUNCIL, MICHIGAN  
FRATERNAL ORDER OF POLICE,

Union.

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EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

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*Marine City*

DECISION AND AWARD

These proceedings were commenced pursuant to the provisions of the Police-Firefighters Arbitration Act (Act 312, Public Acts 1969, as amended). The following order is made and adopted as the decision and award of the Arbitration Panel.

In these proceedings, the Collective Bargaining Agreement between the parties expired on June 30, 1985. The parties negotiated, but could not resolve all aspects of the dispute, with the result that on December 19, 1985, the Union petitioned the Michigan Employment Relations Commission (MERC) for arbitration pursuant to Act 312.

The hearing was conducted on Wednesday, July 16, 1986 at the Offices of MERC in Detroit, Michigan. The Panel in this case consists of the Edward P. Frohlich, the neutral Chairperson, Thomas M. Clemons, for the City and John A. Lyons, for the Labor Council.

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*Frohlich, Edward P.*

### STATUTORY PROVISIONS

In accordance with the mandate in Section 8 of Act 312, Public Acts of 1969, as amended, the Arbitration Panel identifies the issues set forth as the issues in dispute between the parties.

The issues as set forth reflects the last offers of both parties concerning their dispute. According to Section 9 of the Act, the Panel must adopt either the Last Best Offer of the Union or the Last Best Offer of the City for each issue.

This mandate is contained in Act 312, Paragraph 423.239, Michigan Compiled Laws Annotated (Section 9) and it is upon this mandate and following these directives that the Arbitration Panel makes its findings, opinions and order. Those factors are as follows:

- (a) the lawful authority of the Employer.
- (b) stipulation of the parties.
- (c) the interest and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally.
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.
- (e) the average consumer prices for goods and services,

commonly known as the cost of living.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacation, holidays and other excused time, insurance and pension, 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 the arbitration proceeding.
- (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 private employment.

ORDER OF THE PANEL AS TO THE ISSUES

1. Wages: Members of the bargaining unit shall receive the following pay increases on the dates in question:

July 1, 1985 - 5%  
July 1, 1986 - 5%  
July 1, 1987 - 5%

Thus, Unit members shall receive retroactive adjustments back to July 1, 1985. The parties have agreed that the Dispatcher/Clerk position shall be accreted into the collective bargaining unit. They further have agreed that the Labor Council shall be the exclusive representative, and that that classification shall

receive a 3.5% increase effective 9-25-85. Employees in that classification shall receive the same percentage (5% & 5%) rate increase as other unit members on and after July 1, 1986.

In addition, Article 1, Recognition, Employees Covered, Section 1 shall be amended to include the classification of Dispatcher/Clerk.

2. Longevity (Equity Adjustment): New Article and/or clause shall be entered into the contract which would reflect the following: Effective July 1, 1985 employees completing five years of service shall receive on their anniversary date, a longevity allowance as follows: 7/1/85 - \$500.00, 7/1/86 - \$500.00, 7/1/87 - \$600.00.

3. Article 36(b) of the Collective Bargaining Agreement shall be amended to reflect the addition of Rider D45 NM to the hospitalization coverage provided. This Rider provides for psychiatric care. Thus, the terms of Article 36 (b) should be amended to reflect the addition of this Rider.

4. Article 41, Uniform Allowance, should be amended to read in the third sentence that "winter boots" will be added to the list of items provided.

5. Life Insurance coverage shall be amended to increase the maximum from \$30,000 to \$35,000.

6. Sick Time, Article 29, shall be amended in sub-paragraph (b) to provide that 100% of accumulated sick leave may be applied toward early retirement. Thus, the sentence would read as amended "Sick Leave provisions shall remain unchanged except that one

hundred percent (100%) of accumulated sick leave may be applied toward early retirement."

7. Vacations: Article 34, paragraph (c) shall be amended as follows:

1. Requests for vacation dates must be submitted one month prior,
2. The Chief of Police must approve or deny in writing within five days of the submitted request,
3. If the request is denied the reason must be stated in writing within the five day period.

8. Temporary Assignments: Article 23 should be amended in the last sentence to provide that an employee will receive the rate of pay of a higher classification if an officer is temporarily assigned after ten (10) days, which would modify the current fifteen days.

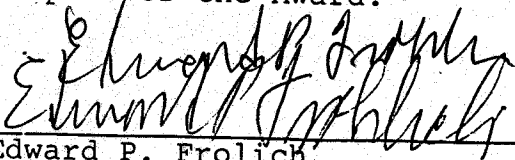
9. Pension Program: The City will provide the language to the bargaining unit and its representative regarding provisions of the retirement plan at 55 years of age, after 25 years of service. Language should be included which would reflect the incorporation by reference of the existing ordinance, No. 11-6-80 (84-16) which sets forth the Pension Plan.

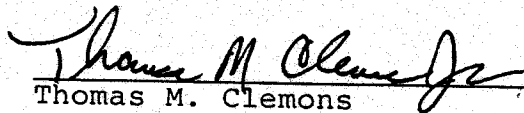
10. Cost of Living: Appendix A, page 31. The Cost of Living Provision shall continue, however, the dates will be amended to reflect the period July 1, 1985 through June 30, 1987.


11. Differential, Appendix A: This provision will continue; however, the effective dates should change to reflect July 1, 1985 through June 30, 1987.

The remaining parts of the Collective Bargaining Agreement

between the parties which were resolved and/or not modified  
in any manner prior to the official acts of this Arbitration  
Panel shall be and the same are hereby incorporated by reference  
into this Award and are considered part of the Award.

  
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Panel Chairperson  
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