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STATE OF MICHIGAN
BEFORE AN ACT 312 ARBITRATION PANEL

CITY OF BENTON HARBOR,

Employer,

-and-

LABOR COUNCIL, MICHIGAN
FRATERNAL ORDER OF POLICE,

Union.

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

MERC Act 312
Case No: G87 A-47 (Patrol)
Case No: G87 A-48 (Command)

INTRODUCTION AND STATEMENT OF PROCEEDINGS

Following a series of bargaining sessions between the City of Benton Harbor and the Labor Council, Michigan Fraternal Order of Police, mediation was initiated in accord with Section 3 of Act 312 in an effort to resolve the outstanding issues between the parties for the contract period subsequent to the expiration of the June 30, 1986 Collective Bargaining Agreements. The mediation effort was unsuccessful and the Union, on behalf of its Patrol and Command Units, requested the initiation of binding arbitration through the procedures established by the Michigan Employment Relations Commission. The Commission, after compliance with Section 5 of Act 312, appointed Mr. John B. Swainson as the Impartial Chairman of the Arbitration Panels. Mr. Jack Clary was appointed by the City of Benton Harbor to serve as its delegate and Mr. James Quinn was appointed by the bargaining units as their delegate to the Panel. A pre-hearing conference was held on September 10, 1987 at 10:00 a.m. in the Lansing Michigan Employment Relations Commission office. A

Benton Harbor, City of

Swainson, John B.

thorough and complete discussion of the issues was had and an agreement of the parties to issue a stipulated arbitration award was arrived at. The decision of the parties to stipulate to an arbitration award was based upon the criteria contained in Section 9 of Act 312 and was consistent with the objectives of the Public Employment Relations Act. The Chairman wishes to commend the parties, their advocates and their delegates on arriving at the resolution made by the parties in this case.

DECISION AND AWARD OF PANEL

Based on the discussions and exchanges of the parties at the pre-hearing conference, this Panel has been able to arrive at stipulation arbitration awards in Case Nos. G87- A-47 and A-48. The stipulated award is as follows:

(1) Except as amended or changed by the settlements set forth hereafter, all matters contained in the Collective Bargaining Agreement which expired June 30, 1986, shall be continued.

(2) Wages shall be increased effective January 1, 1990 by 4% of the wages being paid December 31, 1989.

On January 1, 1991, wages shall be increased by 8% over that being paid on December 31, 1990.

(3) The contract will expire on June 30, 1991.

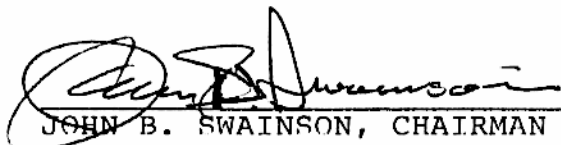
(4) Section 4 of Article XI of the Patrol Contract shall be replaced effective the first pay period following the issuance of this award with the following: all overtime compensa-

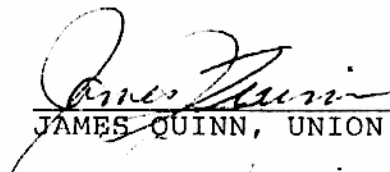
tion, whether it be derived from regular overtime, call back, work on days off, court time, or any other type of overtime shall be compensated under the terms of Section 6 of Article XI.

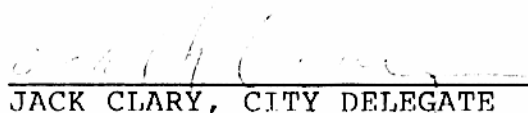
Section 4 of Article XI of the Command Contract shall be replaced effective the first pay period following the issuance of the award with the following: all overtime compensation, whether it be derived from regular overtime, call back, work on days off, court time, attendance at departmental meetings, or any other type of overtime, shall be compensated in accordance with the practice of the parties with respect to cash payment of overtime and the opportunity to receive "time allowed" is hereafter terminated.

(5) All members of the Patrol Unit who retire subsequent to July 1, 1990, shall be provided a Five Thousand Dollar (\$5,000.00) term life insurance policy which will be maintained for them with the City paying premiums until they have reached the age of sixty-five (65).

Dated: May 5, 1988


JOHN B. SWAINSON, CHAIRMAN


JAMES QUINN, UNION DELEGATE


JACK CLARY, CITY DELEGATE