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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

9/2/87
ARB

ARBITRATION PANEL
(Established pursuant to 1969 PA 312 as amended)

In the Matter of the Arbitration Between:

CITY OF PORT HURON

Case No. D87 A-31

-and-

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Thomas H. Healy, Chairman
Douglas Alexander, City Delegate
Robert Wines, Union Delegate

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FINDINGS AND AWARD

Issued September 2, 1987 at Detroit

STATE OF MICHIGAN
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Port Huron, City of (ARB.)

The Chairman was appointed May 22, 1987. The parties waived the statutory time limit, and a pre-hearing conference was held on June 19, 1987, at which time the City raised issues not previously submitted in a formal Answer to the Union's Petition. The Union objected citing Resolution 104(1). The Chairman submitted the matter to the Director of the Bureau under Resolution 104(2). Because of the questioned validity of the Resolutions, the Director referred the matter back to the Chairman. In letter decision dated July 17, 1987 the Chairman ruled that the City's issues would be considered because they had been the subject matter of negotiations and mediation, citing Rule 62.

Formal hearings commenced on August 6, 1987, at which time the parties presented evidence to support their respective claimed comparable communities. At the conclusion of this evidence, the Chairman called an executive session to discuss the evidence with the delegates, after which the formal hearing was recessed for the day.

Healy, Thomas H

Prior to the resumption of the formal hearing on August 11, 1987, the parties conferred. At the end of the conference, the parties announced settlement of the disputed issues which they wished to have incorporated as the Award of this Panel. Accordingly the formal hearing was opened, the handwritten stipulated agreement was received as a joint exhibit and the hearing was closed.

Thereafter the Arbitration Panel met, reviewed the stipulation and issue the following award:

The existing agreement between the City of Port Huron and Police Officers Association of Michigan for the term ending June 30, 1986 is amended as follows:

1. Contract Duration.

Two (2) years

Effective July 1, 1986 through and including June 30, 1988.

2. Wages.

Year One: Retroactive to July 1, 1986 on all hours compensated, 5% across the board over July 1, 1985 rates for all classifications and steps within each classification.

EXAMPLE:	<u>Start</u>	<u>6 mos.</u>	<u>1 yr.</u>	<u>2 yrs.</u>	<u>3 yrs.</u>
Patrolman	\$24,777	\$25,350	\$25,936	\$27,139	\$28,404

Year Two: Retroactive to July 1, 1987 on all hours compensated, 3% across the board over July 1, 1986 rates for all classifications and steps within each classification.

EXAMPLE:	<u>Start</u>	<u>6 mos.</u>	<u>1 yr.</u>	<u>2 yrs.</u>	<u>3 yrs.</u>
Patrolman	\$25,520	\$26,111	\$26,715	\$27,953	\$29,256

3. Meter Attendant Uniform Allowance.

Section 20.1 - Strike the words "except the Meter Attendant, who shall receive One Hundred and Thirty-Seven Dollars and fifty cents (\$137.50)"

This provision to be retroactive to July 1, 1986.

4. Holidays

Amend Section 22.1 effective retroactively to July 1, 1987, strike "six (6) additional work days leave in lieu of holidays" and replace with "seven (7) additional work days leave in lieu of holidays".

Amend Section 22.1 effective retroactively to July 1, 1987, strike "It is the intent to provide the shift employees with twenty-one (21) work days annual leave" and replace with "It is the intent to provide the shift employees with twenty-two (22) work days annual leave."

Amend Section 22.2 effective retroactively to July 1, 1987, strike "plus six (6) days" and replace with "plus seven (7) days".

Amend Section 22.2 effective retroactively to July 1, 1987, add to designated holidays: Presidents' Day.

Amend Section 22.7 effective retroactively to July 1, 1987, strike "beyond the forty-two (42) days" and replace with "beyond the forty-four (44) days."

Amend Section 22.8 effective retroactively to July 1 1987, strike "forty-two (42) work days" and replace with "forty-four (44) work days."

5. Master Medical & Prescription Rider.

Delete first full sentence of Section 31.1 and replace with the following:

The Employer shall pay the total cost of the current Blue Cross-Blue Shield Hospital and Medical Plan, with Master Medical (Option II) coverage and a \$3.00 deductible prescription rider, or at the Employer's option, an equivalent hospital and medical plan for each permanent full-time employee, spouse, and dependent children to the end of the year in which said children attain their nineteenth (19th) birthday.

6. Pension.

Add to Article XLIII: "43.5 Effective January 1, 1988 bargaining unit numbers shall be permitted the option of selecting a normal age and service retirement of either:

a. Age and service as effective on July 1, 1986 as provided by the City of Port Huron Police and Fireman's Retirement System for normal, unreduced retirement.

-or-

b. Age 50 with 25 years of service for normal, unreduced retirement."

Add to Section 43.4: "Effective the first full pay period closest to January 1, 1988 the employee pension contribution shall be 4.3%".

Note to Pension: The parties agree that any necessary changes to the City of Port Huron Police and Fireman's Retirement System shall be accomplished in order to reflect the above changes.

7. Section 23.4 Sick Leave.

Amend by adding the following sentence:

"Effective as of the date of this award, immediate family member is defined as spouse, children, parent or any other relative living in the employee's residence.

8. Section 34.1 Professional Indemnity Insurance

Amend to read as follows:

"The City will obtain professional indemnity insurance covering the employees or to cover said employees as a self-insurer. Any payment by the City of membership dues to an Association or any other such payment incidental to the procurement of such insurance coverage shall be considered an incident of insurance only and not a separate employment benefit."


9. All other terms and conditions of employment, contract language and appendices contained in the agreement between the parties for the term ending June 30, 1986 shall carry forward in full force and effect to be included in the new contract effective July 1, 1986 through and including June 30, 1988.

Date: September 2 1987

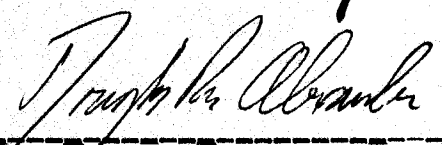
at Detroit, Michigan



Thomas H. Healy, Chairman



Robert Wines,
POAM Delegate
Concurring in the award.



Douglas Alexander,
City of Port Huron Delegate
Concurring in the award.