

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 OF PUBLIC ACTS OF 1969, AS AMENDED, ARBITRATION

In Re the Matter of the
Act 312 Arbitration between

BLACKMAN TOWNSHIP

MERC CASE NO. L93 C-4005

-and-

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

RECEIVED
1994 MAR 21 AM 9:53
STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

ARBITRATION PANEL'S FINDINGS
OF FACT, OPINION AND AWARDS

Introduction and Stipulation

By Order of the Michigan Employment Relations Commission, on petition of the Police Officers Association of Michigan, George T. Roumell, Jr. was appointed the Chairman of this Act 312 Arbitration Panel. Kenneth Grabowski was appointed as the Delegate of the Police Officers Association of Michigan. Michael Ward was appointed the Delegate of Blackman Township. The parties stipulated that the Chairman could sign this Award, and that the Award will be binding on the parties; that the signatures of the Delegates are waived; that the Chairman of the Panel is authorized to state the respective Delegates' position as to the Awards; that the parties waived all time limits; waived the taking of a transcribed record. The parties likewise waived the presentation of evidence, but elected to make their position known through oral statements to the Chairman and the respective Delegates, which was done.

Blackman Township

Discussion

The Police Officers Association of Michigan, in their petition, has listed four areas of dispute: duration of the contract, wages, pension contribution and longevity. The Township had raised other issues and health insurance. The parties also agreed that there were language changes at issue between the parties.

Some of the proposed changes had economic implications. Obviously, duration, wages, pensions, longevity and health all have economic impact and the Chairman, on behalf of the majority of the Panel, so finds.

It would prolong this Opinion to discuss the various last best offers because the parties, in effect, chose to present their positions by general statements which gave some indication of the parties' last best offers.

In evaluating the parties' positions, the Chairman, on behalf of the majority, has come up with the following resolution.

Language Changes

The language changes, as set forth in the Award, were as a result of bargaining between the parties. The parties agree that the changes were reached at the bargaining table, but remain in dispute because the entire contract was in dispute. Therefore, the Award as to language changes is a unanimous award.

Duration

The Chairman has concluded that there should be a two year contract commencing April 1, 1993 and expiring March 31,

1995. This insures stability. It recognizes that one year is about to expire since the predecessor contract expired by its terms; that a two year contract brings stability between the parties and allows them to reassess, over the long range, their bargaining relationship. A one year agreement would not do this because it would invite the parties back to bargaining almost immediately. This is not in the parties' best interests.

Wages

The Chairman, joined by the Union Delegate, after consideration of the history of bargaining, comparables, and the general economic climate in Michigan as same impacts on Blackman Township, as well as the cost of living, has concluded that a 1% pay raise, retroactive to April 1, 1993, shall apply across-the-board for the first year of the Agreement; that in the second year of the Agreement, commencing April 1, 1994, there shall be a 3% pay raise across-the-board.

Pensions

With the concurrence of the Union Delegate as to pensions, commencing April 1, 1993, the Township's contribution to the employees' pension plan shall be increased 2% per year.

Health Care

The Township sought changes in health insurance. However, the majority of the Panel, namely, the Chairman and the Union Delegate, concluded that there should be no changes in health insurance, and in reaching this result considered the entire economic package.

Longevity

Because of the Award as to wages and pensions, there is no compelling evidence or statements that were made to the Panel that there should be longevity payments.

The Awards that follow are based upon the above discussion and findings of fact.

Pending Grievances

As part of negotiations, there were four pending grievances between the parties. The Chairman concluded that it was essential, as part of the Act 312 Awards and Orders, that the grievances be disposed of, for to do so was conducive at arriving at an agreement. The Awards and Orders will provide that Gr. No. 92-0223, the so-called pension grievance, will be ordered dismissed with prejudice. As to Gr. Nos. 91-016, 93-0378 and 93-0379, these grievances will be ordered dismissed without prejudice or precedent, meaning that the dismissal will not prevent the Police Officers Association of Michigan, at a future date, if other situations arise concerning the same contractual issues, these dismissals cannot be used as a suggestion that the issues were settled. It should be noted that the grievances being dismissed without prejudice are against a background where there were written agreements as to the interpretation of the Collective Bargaining Agreement. The Chairman, though ordering the dismissal of the grievances, does observe that if there are written agreements as to contract interpretation, those agreements should be honored.

Positions of Panel Members

The Award and Orders as to the language changes are unanimous, as is the Award as to duration. The City Delegate would dissent as to the wage and pension Award. The City Delegate dissents as to the health care award, which is incorporated in the general award providing that there be no other changes in the contract, other than as set forth in the Awards and Orders. The Union Delegate would dissent as to the longevity Order. The Union Delegate dissents as to the dismissal of the pension grievance. The City Delegate would dismiss Gr. Nos. 91-016, 93-0378 and 93-0379 with prejudice.

Final Comment

Except as stated herein and in the Awards and Orders that follow, there shall be no other changes in the parties' Collective Bargaining Agreement, and the terms and conditions, except as changed herein, that were in the contract expiring on March 31, 1993 shall carry over into the contract that commences April 1, 1993.

A W A R D S A N D O R D E R S

1. The language of the Collective Bargaining Agreement, effective April 1, 1993, shall carry over from the 1988 contract, except it is amended to read as follows:

Sergeant's pay to increase by \$250.00 to a total of \$750.00 per year. (Section 20.4)

Amend Section 9.3 to reflect 20 calendar days for each step.

In Section 7.6, delete the phrases "in a district" and "in the district."

In Section 10.7, at end of PSO II definition (directly after ...as outlined above), add: It is further understood that new hires who are MLEOTC certified shall be considered PSO II for all intents and purposes.

Amend 11.3 to read: Employee last laid off will be first to be called back, provided they can physically and mentally perform the work and provided further that said employees have maintained the necessary certification and licenses.

Add Section 15.9 to reflect the following: When in conflict with state law, then state law shall take precedence.

Amend 22.1 by adding following: "Employees shall turn over to the Township all fees received from the Court for appearance and/or mileage."

Amend Section 18.7 to reflect new comp time cap of 40 hours, new date, same reduction language.

Re-write Section 21.3 to reflect following: Body armor will be replaced for MLEOTC certified officers with the expiration date provided by the manufacturer, or sooner at the discretion of the Director.

Re-write Section 26.3 to reflect following: Employees may carry-over vacation time only after three years of continuous service with the Department. Thereafter, an employee may not carry over more than 40 hours of vacation time from one year to the next ("year" refers to anniversary date to anniversary date). Any hours in excess of forty (40) hours at the expiration of the year which have not been used by the employee shall be forfeited by the employee, unless that employee is unable to use the time due to extended illness or injury.

Delete Section 20.3.

Create a new section to state that the employer does not require any employee to carry a firearm or other weapon while not on duty.

2. Duration. The Agreement shall commence April 1, 1993 and expire at 11:59 p.m., March 31, 1995.

3. Wages. Effective April 1, 1993, employees shall receive a 1% wage increase on their base wages, across-the-board. Effective April 1, 1994, employees shall receive a 3%

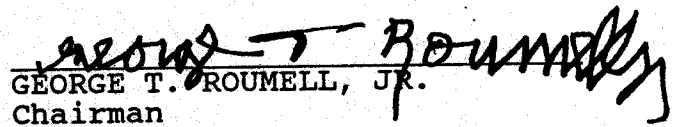
wage increase above their base rate, across-the-board.

4. Pensions. Effective April 1, 1993, Blackman Township shall contribute an additional 2% per annum over what was contributed previously by the Township to the employees' pension plan.

5. Grievances. Gr. No. 92-0223, the pension grievance, is dismissed with prejudice. Gr. Nos. 91-016, 93-0378 and 93-0379 are ordered dismissed without prejudice and without precedent.

6. There shall be no longevity order.

7. There shall be no health care changes.


GEORGE T. ROUMELL, JR.
Chairman

March 18, 1994