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STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE ACT 312
ARBITRATION BETWEEN:

CITY OF FLINT (Employer) (City)

-and-

FLINT POLICE OFFICERS LABOR
COUNCIL (Police Captains and
Lieutenants) (Union)

_____ /
MERC Case #L02 B-8010

FINDINGS, OPINION AND AWARD

ARBITRATION PANEL:

CHAIRPERSON:	Mario Chiesa
EMPLOYER DELEGATE:	Fred B. Schwarze
UNION DELEGATE:	Lloyd Whetstone

APPEARANCES:

FOR THE EMPLOYER:	Keller Thoma By: Fred B. Schwarze 440 E. Congress, 5th Floor Detroit, MI 48226-2918
FOR THE UNION:	John A. Lyons, P.C. By: Mark P. Douma 675 E. Big Beaver Road Suite 105 Troy, MI 48083

INTRODUCTION

The original Petition for Binding Arbitration was received by the MERC on May 10, 2002. I was notified of my appointment as Chairman and impartial Chairperson by a correspondence dated August

5, 2002. It is noted that both parties waived all of the time limits contained in the statute and the regulations.

The parties directed that the matter be held in abeyance until other events had transpired in the City of Flint. Other contracts were outstanding and there were considerations which the parties wanted to be addressed before this matter proceeded.

Once notified that the parties wished to proceed, the panel scheduled and conducted meetings on September 18, 2006, September 26, 2006 and a final meeting on November 28, 2006.

AWARD

As a result of extensive efforts by the parties, they ultimately reached a stipulation which both requested be considered by the panel and if the panel found the stipulation to be appropriate, to adopt the stipulation and issue it as the Award in this dispute.

The stipulation reads as follows:

CITY OF FLINT

-and-

POLICE OFFICERS LABOR COUNCIL

LIEUTENANTS AND CAPTAINS

AGREE TO THE FOLLOWING STIPULATIONS

IN CASE NO. L02 B-8010

1. Agreement from date of award to and including June 30, 2008.
2. Miscellaneous Contract Changes (same as Sergeant's settlement).
 - (a) Effective July 1, 2007, the Drug and Alcohol Policy shall be amended to provide for periodic

random drug testing. Said testing shall include urine and hair samples. The City shall test up to one (1) Lieutenant/Captain per quarter. Said Lieutenants/Captains shall be chosen by a lottery process.

- (b) Effective with the date of Award, all annual time taken during the two (2) week block must be identified in the vacation slip turned in at that time.
- (c) It is understood that work schedules are determined by Police Administration in compliance with Article XV. The City has notified Union that Patrol Section Lieutenants may be changed to a four-day weekend every four weeks effective the beginning of the next scheduling period following ratification of the agreement.

3. Economic Package

- A. Change the health insurance to bring it in line with Patrol and Sergeant, by changing the Prescription Drug Plan to \$10 generic/\$20 brand and increase the employee premium payment from \$50 to \$75 (effective date of Award).
- B. To address the City's concern to put more officers on the street, the number of sick and annual days will be reduced as shown below. At the same time, the City will pay eight hours of holiday pay for the designated holidays with no deduction in annual.

(1) Article 17, Holidays, Section 2, Holiday Benefits

In the event that a holiday occurs on a day that would otherwise fall within an employee's regular work schedule, such employee will take the day off and will be paid eight (8) hours holiday pay at his/her regular straight-time base hourly rate. The employee's supervisor may require them to work on any holiday.

In the event a holiday occurs on a day that does not fall within an employee's regular work schedule, such employee will be paid eight hours pay at his/her regular, straight-time base hourly pay.

In the event an employee is scheduled and/or required to work on any holiday, such employee shall be compensated at the rate of time and one-half (1-1/2) for all hours worked (plus the eight hours of holiday pay at his/her regular, straight-time base hourly pay).

In the event there is unscheduled overtime incurred on a holiday the employee shall be compensated at three times his/her straight-time base hourly rate.

- (2) Article 20, Annual Leaves, Section 1, Accrual of Annual Leave: The hours accrued per payroll period shall be reduced by 3.1 hours with the maximum accumulations reduced by 80 hours. Annual leave shall then accrue on the following basis:

Yrs. of City Seniority	Hrs. Accrued Per Payroll Period	Max. Accumulated Hours	For Employees Hired After 1/1/78, Max. Accumulated Hrs.
Less than 6	4.0	347	178
6 thru 10	5.5	464	256
11 thru 15	7.1	588.8	339.2
16 and over	7.7	636.8	396.2

- (3) Article 22, Sick Time, Section 1, Accrual - Reduce the sick days from 13 per year to 12 by reducing the rate of accrual by 3 tenths (.3) of an hour per pay. The first two sentences of Section 1 shall be revised to read:

Section 1. Accrual. Sick leave benefits shall be earned and accrued by employees at the rate of 3.7 hours of sick leave for each payroll period that the employee has at least seventy-two (72) hours of straight-time pay to a maximum of 96 hours per year. If an employee has forty (40) hours of straight-time pay in a payroll period, but less than seventy-two (72) hours, the employee shall earn and accrue 1.85 hours of sick leave. However, no sick leave shall accrue if an employee has been on sick leave for the entire payroll period.

Sick leave shall accrue on an unlimited basis.

C. Compensation

- (1) Effective beginning of pay period on or after March 1, 2006 (i.e., March 12th pay period) the 5th year Compensation Schedule shall be as follows:

5th Year Lieutenant	\$65,073
5th Year Captain	\$72,210

and the longevity steps shall continue to be based on the established applicable dollar differentials (see attached Wage Schedule).

- (2) Effective the beginning of the pay period on or after July 1, 2006, the Compensation Schedule for first six months, second six months and 5th year shall be increased by 2.5% and the longevity steps shall continue to be based on the established applicable dollar differentials.
- (3) Effective the beginning of the pay period on or after July 1, 2007, the Compensation Schedule for the first six months, second six (6) months and the 5th year shall be increased by 2.5% and the longevity steps shall continue to be based on the established applicable dollar differentials.
- (4) Signing Bonus - In addition, each Lieutenant/Captain actively employed on the date of this Award, who was in the bargaining unit on March 1, 2006, shall receive a one-time only \$4,550 signing lump payment, minus applicable deductions.
- (5) Said signing bonus and applicable back pay shall be paid no later than the second pay period in January, 2007.

Signed: November 28, 2006

For the Union:

Lloyd Whetstone /s/
Panel Delegate

For the City:

Fred B. Schwarze /s/
Panel Delegate

After carefully considering the stipulation reached by the parties and other available information, the panel has concluded that the stipulation should and is hereby adopted as the Award in this dispute.

AWARD

The panel orders that the above stipulation be and is hereby adopted as the Award in this dispute.

Mario Chiesa
Mario Chiesa, Chairperson
Dated: 12-21-06

Lloyd A. Whitton
Union Delegate
Dated: 12-15-06

(S)
Employer Delegate
Dated: _____

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AWARD

The panel orders that the above stipulation be and is hereby adopted as the Award in this dispute.

Mario Chiesa
Mario Chiesa, Chairperson
Dated: 12-21-06

(S)
Union Delegate
Dated: _____

Fred B. Schwarze
Employer Delegate
Dated: 12-20-06 (m.e.)