

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN EMPLOYMENT RELATION COMMISSION
BUREAU OF EMPLOYMENT RELATIONS
COMPULSARY ARBITRATION

2019 NOV -4 PM 3:18
MERC ACT 312 CASE NO. D18-0728
MERC ACT 312 CASE NO. D18-0728

In the Matter of:

CITY OF ST. CLAIR, Public Employer

Arising pursuant to Act 312,
Public Acts of 1969, as amended
MERC ACT 312 CASE NO. D18-0728

-and-

POLICE OFFICERS LABOR COUNCIL,
Labor Organization

UNANIMOUS STIPULATED AWARD
OF THE ARBITRATION PANEL

<u>COMPULSARY ARBITRATION PANEL:</u>	<u>ADVOCATES APPEARANCES</u>
<p>Allen J. Kovinsky, Esq., Impartial Arbitrator Ryan Fantuzzi, Esq., Employer Designee Michael Akins, Esq., Union Designee</p>	<p>Ryan Fantuzzi, Esq. Kirk, Huth, Lange & Badalamenti, PLC 19500 Hall Road, Suite 100 Clinton Township, MI 48038 Appearing on behalf of the Public Employer</p> <p>Michael Akins, Esq. Police Officers Labor Council 667 East Big Beaver Road, Suite 205 Troy, MI 48083 Appearing on behalf of Labor Organization</p>
<ul style="list-style-type: none"> • Petition filed: May 24, 2019 • Arbitrator appointed: June 11, 2019 • Scheduling Conference held: June 24, 2019 • Hearing Dates held: September 11 and September 20, 2019 • No Post Hearing Briefs were filed • Award of the Unanimous Panel issued on November 4, 2019. 	

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WITNESS LIST

1. Witnesses for the City:
 - (a) Michael Booth
 - (b) Matthew Taylor

2. Witnesses for the Union:
 - (a) Scott Blackwell
 - (b) Nancy Ciccone
 - (c) Officer Don Ennis

INTRODUCTION AND BACKGROUND

The Employer is the City of St. Clair and the bargaining unit of the police department is represented by the Police Officers Labor Council.

After negotiation and mediation for a new Collective Bargaining Agreement, which did not result in a complete agreement, the parties engaged in mediation on or about May 21, 2019. The mediation did not result in a new Collective Bargaining Agreement and as a result, the City of St. Clair filed a Petition for Act 312 Arbitration, which was received by the Michigan Employment Relations Commission on May 24, 2019.

The Petition was for the police officers employed by the City of St. Clair and represented by the Police Officers Labor Council. Allen J. Kovinsky was appointed as the Act 312 Arbitrator on or about June 11, 2019.

A scheduling conference was conducted with the parties and the arbitrator on or about June 24, 2019. At that time the issues were discussed and the parties agreed on schedules for the exchange of exhibits as well as the exchange of last best offers. In addition, hearings were initially scheduled for September 11 and September 13, 2019. However, due to the inability of the witness to be present on September 13, 2019, the second day of hearings took place on September 20, 2019.

Upon the conclusion of the Hearing on September 20, 2019, the parties agreed to file briefs within 60 days after the receipt of transcripts. Transcripts were received and the parties were notified that their briefs were to be due on or before November 30, 2019.

Subsequently, the parties informed the Arbitrator that they had reached an agreement upon all of the outstanding issues and provided the Arbitrator with the stipulations pertaining to those issues and a request that a stipulated award be issued.

STATUTORY CRITERIA

Pursuant to the provisions of Act 312 of the Public Acts of 1969, as amended and the Rules of the Commission, the Arbitrator finds that a stipulated award is appropriate. In particular, reference is hereby made to Section 9, which provides, in part,

“...and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors as applicable:

(c) Stipulations of the parties.

(h) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(i) Other factors, not confined to the foregoing, which are normally or taken into consideration of 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 in private employment.”

ISSUES BEFORE THE PANEL and
STIPULATIONS

The following issues were before the Panel and are the subject of the agreement for the stipulated award:

1. Term of Contract.
2. Wages for year one
3. Wages for year two
4. Wages for year three
5. COLA

Amend Article 38 as follows:

ARTICLE 38. RETIREMENT SYSTEM

The City agrees to maintain the current retirement plan with the Michigan Municipal Employees Retirement System with the following provisions: Members hired prior to November 10, 2010:

- B-4 Benefit at retirement is based on 2.5% of the member's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of the member's final average compensation.
- E-2 Annual cost of living increase effective for all retirees / beneficiaries who retire on or after the effective date of adoption of this benefit. The annual cost of living increase has a maximum of (two and one-half) 2.5%. Effective October 1, 2020, the parties adopt a Bridged COLA Program (as generally described in Section 26 of the "MERS Plan Document Effective June 27, 2019") as specifically described below: Effective October 1, 2020, post-retirement benefits for affected members for each year shall be the sum of the following:

(i) The additional retirement allowance representing the COLA amount equal to a maximum of 2.5% multiplied by the amount of retirement allowance accrued as of September 30, 2020, using a frozen final average compensation (which shall mean that the final average compensation used for the portion of the retirement benefit is that determined as of September 30, 2020), including all adjustments for early retirement and form of payment, with no prior adjustments under the provisions of COLA included (*i.e.* non-compounding); and

(ii) The retirement benefit accrued on or after October 1, 2020, which shall not be subject to any COLA Benefit Program or COLA adjustment (including, but not limited to, the E-2 rider), using a termination final average

compensation, such that the final average compensation used for the portion of the retirement benefit is that determined upon termination of employment.

The additional retirement allowances due under the Bridged COLA Program accrued before October 1, 2020, as described above, shall survive the expiration of this collective bargaining agreement and shall be vested and unalterable for life.

- FAC-3: Final Average Compensation is computed on the highest 36 consecutive months of earnings, divided by 3. As described above under E-2, there shall be two separate FACs: a frozen FAC under (i), and a termination FAC under (ii).
- F-50 Employees may retire at age fifty (50) with twenty-five (25) or more years of credited service with no reduction in benefits.
- Effective upon the ratification of the 2014-2018 collective bargaining agreement employees agree to contribute 5% of wages earned. Effective October 1, 2016, employees agree to contribute 6% of wages earned. Effective October 1, 2017, employees agree to contribute 7% of wages earned.

Members hired on or after November 10, 2010:

- MERS Plan C Benefit at retirement is based on 1.3% of member's final average compensation multiplied by years and months of credited service.
- E-2

Effective October 1, 2020, the parties adopt a Bridged COLA Program (as generally described in Section 26 of the "MERS Plan Document Effective June 27, 2019") as specifically described below:

Effective October 1, 2020, post-retirement benefits for affected members for each year shall be the sum of the following:

(i) The additional retirement allowance representing the COLA amount equal to a maximum of 2.5% multiplied by the amount of retirement allowance accrued as of September 30, 2020, using a frozen final average compensation (which shall mean that the final average compensation used for the portion of the retirement benefits that determined as of September 30, 2020), including all adjustments for early retirement and form of payment, with no prior adjustments under the provisions of COLA included (*i.e.* non-compounding); and

(ii) The retirement benefit accrued on or after October 1, 2020, which shall not be subject to any COLA Benefit Program or

COLA adjustment (including, but not limited to, the E-2 rider), using a termination final average compensation, such that the final average compensation used for the portion of the retirement benefit is that determined upon termination of employment.

The additional retirement allowances due under the Bridged COLA Program accrued before October 1, 2020, as described above, shall survive the expiration of this collective bargaining agreement and shall be vested and unalterable for life.

- FAC-3 Final Average Compensation is computed on the highest 36 consecutive months of earnings, divided by 3. As described above under E-2, there shall be two separate FACs: a frozen FAC under (i), and a termination FAC under (ii)

- F-50

- Plan will be fully funded by the City of St. Clair.

This retirement plan is an actuarial sound reserve plan, financed by the municipality

6. Final average compensation – overtime; Limit overtime as part of the final average compensation to Seven Thousand Dollars (\$7,000.00) annually:

Amend Article 38 as follows:

ARTICLE 38. RETIREMENT SYSTEM

The City agrees to maintain the current retirement plan with the Michigan Municipal Employees Retirement System with the following provisions:

Members hired prior to November 10, 2010:

- B-4 Benefit at retirement is based on 2.5% of the member's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of the member's final average compensation.
- E-2 Annual cost of living increase effective for all retirees/ beneficiaries who retire on or after the effective date of adoption of this benefit. The annual cost of living increase has a maximum of (two and one-half) 2.5%.
- FAC-3 Final Average Compensation is computed on the highest 36 consecutive months of earnings, divided by 3. In calculating the highest 36 consecutive months of earnings, overtime shall be capped at a maximum of seven thousand dollars (\$7,000) per 12-consecutive-month period.

- F-50 Employees may retire at age fifty (50) with twenty-five (25) or more years of credited service with no reduction in benefits.
- Effective upon the ratification of the 2014-2018 collective bargaining agreement employees agree to contribute 5% of wages earned. Effective October 1, 2016, employees agree to contribute 6% of wages earned. Effective October 1, 2017, employees agree to contribute 7% of wages earned.

Members hired on or after November 10, 2010:

- MERS Plan C Benefit at retirement is based on 1.3% of member's final average compensation multiplied by years and months of credited service.
- E-2
- FAC-3. In calculating the highest 36 consecutive months of earnings, overtime shall be capped at a maximum of seven thousand dollars (\$7,000) per 12-consecutive-month period.
- F-50
- Plan will be fully funded by the City of St. Clair.

This retirement plan is an actuarial sound reserve plan, financed by the municipality.

7. Amend Article 3 8 to close pension plan for members hired after issuance of Act 312 Award.

Amend as follows:

ARTICLE 38. RETIREMENT SYSTEM

The City agrees to maintain the current retirement plan with the Michigan Municipal Employees Retirement System with the following provisions:

Members hired prior to November 10, 2010:

- B-4 Benefit at retirement is based on 2.5% of the member's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of the member's final average compensation.
- E-2 Annual cost of living increase effective for all retirees/ beneficiaries who retire on or after the effective date of adoption of this benefit. The annual cost of living increase has a maximum of (two and one-half) 2.5%.

- FAC-3 Final Average Compensation is computed on the highest 36 consecutive months of earnings, divided by 3.
- F-50 Employees may retire at age fifty (50) with twenty-five (25) or more years of credited service with no reduction in benefits.

• Effective upon the ratification of the 2014-2018 collective bargaining agreement employees agree to contribute 5% of wages earned. Effective October 1, 2016, employees agree to contribute 6% of wages earned. Effective October 1, 2017, employees agree to contribute 7% of wages earned.

Members hired from on or after November 10, 2010 to the issuance of the 2019 Act 312 Award:

- MERS Plan C Benefit at retirement is based on 1.3% of member's final average compensation multiplied by years and months of credited service.

- E-2
- FAC-3
- F-50
- Plan will be fully funded by the City of St. Clair.

This retirement plan is an actuarial sound reserve plan, financed by the municipality.

Members hired on or after the issuance of the issuance 2019 Act 312 Award:

Employees hired on or after the issuance of the 2019 Act 312 Award are not eligible for the defined benefit pension plan set forth above. The City will provide retirement benefit coverage for all full-time Employees hired after the issuance of the 2019 Arbitration Award in accordance with the Municipal Employees Retirement System (MERS) Defined Contribution Plan (401(a)). The Employer's contribution to the Defined Contribution System on behalf of the employees shall be 8% of base pay. The Employee's contribution shall be 4% of base pay. An Employee shall not be vested in the Employer's contributions until he or she has worked 36 complete months with the Employer as a full-time employee.

8. The parties have further stipulated to a Section 457 Deferred Compensation Plan with a new Article 39 Add new Article 39 as follows:

Article 39. Section 457 Deferred Compensation Plan

The City shall establish a 457 deferred compensation program provided by the Municipal Employees Retirement System (MERS). Upon establishing the 457 MERS Plan, the City shall have no legal obligation to continue the 457 Plan offered by ICMA. All Employees shall have the ability to contribute as much as they wish up to the IRS limit to the 457 Plan. Employees who were hired on or before the issuance of the 2019 Act 312 Award are eligible for the employer match program as set forth below. Employees who are hired after the issuance of

the Act 312 Award are not eligible for the employer match program. The employer match program shall become effective January 1, 2021. Beginning January 1, 2021, the City will match, on an annual basis, an eligible employee's contribution to the 457 Plan dollar-for-dollar up to the first 3% of the employee's base wage. The City shall not contribute more than 3% of an employee's base wage for total contributions under this section.

9. Health Insurance. The parties have stipulated that an alternative health insurance plan provided by Cops Trust will be removed and replaced as soon as reasonably possible by the health insurance plan provided by MESSA.

10. Probationary Period. The parties have agreed to increase the probationary period from six months to twelve months and to amend Article 16 to reflect that change.

11. The parties have agreed to delete Articles 10 and 11 covering the Union Security and Union Dues check off and replace it with a new Article 10 as set forth in the Stipulation.

12. The parties have agreed that all Letters of Understanding shall be carried forward into the new Agreement.

13. The parties have agreed that the status quo shall prevail for the remaining, unmodified provisions of the Collective Bargaining Agreement which shall have full force and effect.

Further, the parties agreed in the Stipulation that the Panel Chairperson has the authority to issue an Act 312 Award setting forth the issues agreed to in the Stipulations. In addition, the parties agree that the Award will be legally binding upon both parties and the Panel's issuance of the Award will in good faith and in a reasonable time incorporate the terms of the Act 312 Award into a complete, written Collective Bargaining Agreement. The parties will have an opportunity to review and correct the draft of the Collective Bargaining Agreement for any errors and omissions and the parties agree that those who sign the Stipulated Agreement have the authority and have been authorized in their legal capacity to execute the Agreement. The Stipulated Award has been signed on behalf of the City of St. Clair by Mr. Fantuzzi on October 28, 2019, and Mr. Akins, on the same date, has signed the Stipulation on behalf of the Police Officers Labor Council.

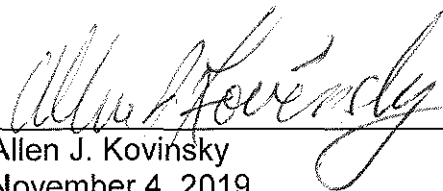
AWARD OF THE PANEL

It is the unanimous agreement of the Panel (Arbitrator Kovinsky, Panel Member Fantuzzi, and Panel Member Akins) that the Agreement for Stipulated Act 312 Award shall be the award of the Act 312 Panel. Accordingly, it is so ordered that the Stipulated Act 312 Award which is attached hereto and incorporated by reference is the Unanimous Award of the Panel.

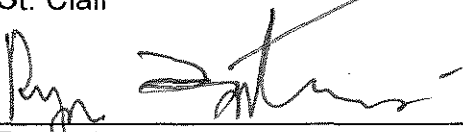
IT IS SO ORDERED.

The following members of the Panel concur in the Award of the Panel:

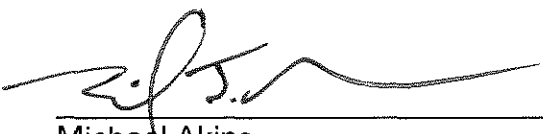
Arbitrator:


Allen J. Kovinsky
November 4, 2019

Panel Delegate on behalf of the City of
St. Clair


Ryan Fantuzzi
November 4, 2019

Panel Delegate on behalf of Police
Officers Labor Council


Michael Akins
November 4, 2019

Agreement for Stipulated Act 312 Award

1. **Term.** October 1, 2018 -- September 30, 2021

2. **Wages Year 1.**

Effective October 1, 2018, hourly rates for members of the bargaining unit shall be increased by one-and-one-half percent (1.5%) retroactively to October 1, 2018. The City shall pay the employees the retroactive pay owed as soon as reasonably possible after issuance of the Act 312 Award.

3. **Wages Year 2.**

Effective October 1, 2019, hourly rates for members of the bargaining unit shall be increased by two percent (2%) retroactively to October 1, 2019. The City shall pay the employees the retroactive pay owed as soon as reasonably possible after issuance of the Act 312 Award.

4. **Wages Year 3.**

Effective October 1, 2020, hourly rates for members of the bargaining unit shall be increased by two percent (2%).

5. **COLA.**

Effective October 1, 2020, the parties adopt a Bridged COLA Program. The retirement benefit accrued on or after October 1, 2020 shall not be subject to any COLA Benefit Program or COLA adjustment. Employees hired on or after the issuance of the Act 312 Award shall not receive any COLA Benefit Program or COLA adjustment.

Amend Article 38 as follows:

ARTICLE 38. RETIREMENT SYSTEM

The City agrees to maintain the current retirement plan with the Michigan Municipal Employees Retirement System with the following provisions:

Members hired prior to November 10, 2010:

- B-4 Benefit at retirement is based on 2.5% of the member's final average compensation multiplied by years and months of credited service. This benefit

shall not exceed 80% of the member's final average compensation.

- E-2 Annual cost of living increase effective for all retirees / beneficiaries who retire on or after the effective date of adoption of this benefit. The annual cost of living increase has a maximum of (two and one-half) 2.5%.

Effective October 1, 2020, the parties adopt a Bridged COLA Program (as generally described in Section 26 of the "MERS Plan Document Effective June 27, 2019") as specifically described below:

Effective October 1, 2020, post-retirement benefits for affected members for each year shall be the sum of the following:

- (i) The additional retirement allowance representing the COLA amount equal to a maximum of 2.5% multiplied by the amount of retirement allowance accrued as of September 30, 2020, using a frozen final average compensation (which shall mean that the final average compensation used for the portion of the retirement benefit is that determined as of September 30, 2020), including all adjustments for early retirement and form of payment, with no prior adjustments under the provisions of COLA included (i.e. non-compounding); and
- (ii) The retirement benefit accrued on or after October 1, 2020, which shall not be subject to any COLA Benefit Program or COLA adjustment (including, but not limited to, the E-2 rider), using a termination final average compensation, such that the final average compensation used for the portion of the retirement benefit is that determined upon termination of employment.

The additional retirement allowances due under the Bridged COLA Program accrued before October 1, 2020, as described above, shall survive the expiration of this collective bargaining agreement and shall be vested and unalterable for life.

- FAC-3 Final Average Compensation is computed on the highest 36 consecutive months of earnings, divided by 3. As described above under E-2, there shall be two separate FACs: a frozen FAC under (i), and a termination FAC under (ii).
- F-50 Employees may retire at age fifty (50) with twenty-five (25) or more years of credited service with no reduction in benefits.
- Effective upon the ratification of the 2014-2018 collective bargaining agreement employees agree to contribute 5% of wages earned. Effective October 1, 2016, employees agree to contribute 6% of wages earned. Effective October 1, 2017, employees agree to contribute 7% of wages earned.

Members hired on or after November 10, 2010:

- MERS Plan C Benefit at retirement is based on 1.3% of member's final average compensation multiplied by years and months of credited service.
- E-2

Effective October 1, 2020, the parties adopt a Bridged COLA Program (as generally described in Section 26 of the "MERS Plan Document Effective June 27, 2019") as specifically described below:

Effective October 1, 2020, post-retirement benefits for affected members for each year shall be the sum of the following:

- (i) The additional retirement allowance representing the COLA amount equal to a maximum of 2.5% multiplied by the amount of retirement allowance accrued as of September 30, 2020, using a frozen final average compensation (which shall mean that the final average compensation used for the portion of the retirement benefit is that determined as of September 30, 2020), including all adjustments for early retirement and form of payment, with no prior adjustments under the provisions of COLA included (i.e. non-compounding); and

- (ii) The retirement benefit accrued on or after October 1, 2020, which shall not be subject to any COLA Benefit Program or COLA adjustment (including, but not limited to, the E-2 rider), using a termination final average compensation, such that the final average compensation used for the portion of the retirement benefit is that determined upon termination of employment.

The additional retirement allowances due under the Bridged COLA Program accrued before October 1, 2020, as described above, shall survive the expiration of this collective bargaining agreement and shall be vested and unalterable for life.

- FAC-3 Final Average Compensation is computed on the highest 36 consecutive months of earnings, divided by 3. As described above under E-2, there shall be two separate FACs: a frozen FAC under (i), and a termination FAC under (ii).

- F-50
- Plan will be fully funded by the City of St. Clair.

This retirement plan is an actuarial sound reserve plan, financed by the municipality.

6. Final Average Compensation – Overtime.

Limit overtime as a part of the final average compensation to Seven Thousand dollars (\$7,000) annually.

Amend Article 38 as follows:

ARTICLE 38. RETIREMENT SYSTEM

The City agrees to maintain the current retirement plan with the Michigan Municipal Employees Retirement System with the following provisions:

Members hired prior to November 10, 2010:

- B-4 Benefit at retirement is based on 2.5% of the member's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of the member's final average compensation.

- E-2 Annual cost of living increase effective for all retirees / beneficiaries who retire on or after the effective date of adoption of this benefit. The annual cost of living increase has a maximum of (two and one-half) 2.5%.
- FAC-3 Final Average Compensation is computed on the highest 36 consecutive months of earnings, divided by 3. In calculating the highest 36 consecutive months of earnings, overtime shall be capped at a maximum of seven thousand dollars (\$7,000) per 12-consecutive-month period.
- F-50 Employees may retire at age fifty (50) with twenty-five (25) or more years of credited service with no reduction in benefits.
- Effective upon the ratification of the 2014-2018 collective bargaining agreement employees agree to contribute 5% of wages earned. Effective October 1, 2016, employees agree to contribute 6% of wages earned. Effective October 1, 2017, employees agree to contribute 7% of wages earned.

Members hired on or after November 10, 2010:

- MERS Plan C Benefit at retirement is based on 1.3% of member's final average compensation multiplied by years and months of credited service.
- E-2
- FAC-3. In calculating the highest 36 consecutive months of earnings, overtime shall be capped at a maximum of seven thousand dollars (\$7,000) per 12-consecutive-month period.
- F-50
- Plan will be fully funded by the City of St. Clair.

This retirement plan is an actuarial sound reserve plan, financed by the municipality.

7. Close Defined Benefit Plan for New Hires and Replace with Defined Contribution Plan.

Amend Article 38 to close pension plan for members hired after issuance of Act 312 Award.
Amend as follows:

ARTICLE 38. RETIREMENT SYSTEM

The City agrees to maintain the current retirement plan with the Michigan Municipal Employees Retirement System with the following provisions:

Members hired prior to November 10, 2010:

- B-4 Benefit at retirement is based on 2.5% of the member's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of the member's final average compensation.
- E-2 Annual cost of living increase effective for all retirees / beneficiaries who retire on or after the effective date of adoption of this benefit. The annual cost of living increase has a maximum of (two and one-half) 2.5%.
- FAC-3 Final Average Compensation is computed on the highest 36 consecutive months of earnings, divided by 3.
- F-50 Employees may retire at age fifty (50) with twenty-five (25) or more years of credited service with no reduction in benefits.
- Effective upon the ratification of the 2014-2018 collective bargaining agreement employees agree to contribute 5% of wages earned. Effective October 1, 2016, employees agree to contribute 6% of wages earned. Effective October 1, 2017, employees agree to contribute 7% of wages earned.

Members hired ~~from~~ ~~on or after~~ November 10, 2010 to the issuance of the 2019 Act 312 Award:

- MERS Plan C Benefit at retirement is based on 1.3% of member's final average compensation multiplied by years and months of credited service.
- E-2
- FAC-3
- F-50
- Plan will be fully funded by the City of St. Clair.

This retirement plan is an actuarial sound reserve plan, financed by the municipality.

Members hired on or after the issuance of the 2019 Act 312 Award:

Employees hired on or after the issuance of the 2019 Act 312 Award are not eligible for the defined benefit pension plan set forth above. The City will provide retirement benefit coverage for all full-time Employees hired after the issuance of the 2019 Arbitration Award in accordance with the Municipal Employees Retirement System (MERS) Defined Contribution Plan (401(a)). The Employer's contribution to the Defined Contribution System on behalf of the employees shall be 8% of base pay. The Employee's contribution shall be 4% of base pay. An Employee shall not be vested in the Employer's contributions until he or she has worked 36 complete months with the Employer as a full-time employee.

8. Section 457 Deferred Compensation Plan.

Add new Article 39 as follows:

Article 39. Section 457 Deferred Compensation Plan

The City shall establish a 457 deferred compensation program provided by the Municipal Employees Retirement System (MERS). Upon establishing the 457 MERS Plan, the City shall have no legal obligation to continue the 457 Plan offered by ICMA. All Employees shall have the ability to contribute as much as they wish up to the IRS limit to the 457 Plan. Employees who were hired on or before the issuance of the 2019 Act 312 Award are eligible for the employer match program as set forth below. Employees who are hired after the issuance of the Act 312 Award are not eligible for the employer match program. The employer match program shall become effective January 1, 2021. Beginning January 1, 2021, the City will match, on an annual basis, an eligible employee's contribution to the 457 Plan dollar-for-dollar up to the first 3% of the employee's base wage. The City shall not contribute more than 3% of an employee's base wage for total contributions under this section.

9. Health Insurance.

The alternative health insurance plan provided by Cops Trust will be removed and replaced as soon as reasonably possible by the health insurance plan provided by MESSA.

10. Probationary Period.

Increase probationary period from six months to twelve months. Amend Article 16 as follows:

ARTICLE 16. SENIORITY

New employees hired in a unit shall be considered as probationary employees for the first ~~six (6)~~ twelve (12) months of their employment. The Union shall represent probationary employees for the purpose of bargaining in respect to rates of pay, hours of employment and working conditions, provided that any discipline or discharge a probationary employee will not be subject to the parties grievance procedure contained herein. Once an employee has completed their probationary period, they shall receive seniority from their date of hire.

11. Union Membership and Dues Check Off.

Delete Articles 10 and 11 covering Union Security and Union Dues Check-Off. Replace with new Article 10 set forth as follows:

Article 10

UNION MEMBERSHIP and CHECK-OFF of UNION DUES

- (1) The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

- (2) Each employee who becomes a member of the Union must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be revocable at any time upon receipt of sixty (60) days' notice to the Union. Authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

- (3) The Employer shall retain original Application for Union Membership and Authorized Dues Deduction Cards and the Union shall retain copies of the Cards. The Employer shall not deduct any dues from any employee without a Card signed by the employee.

(4) Employees who choose to become a member of the Union may resign their membership at any time by notifying the Union, but may still be responsible for dues and fees for a period of sixty (60) days after notifying the Union as set forth in Subsection 2.

(5) The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the Agreement.

(6) Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

(7) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

(8) If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

(9) The employer agrees to deduct Union dues once each month from the pay of the employees who have requested that such deductions be made as set forth in Subsection 3.

12. Letters of Understanding.

All letters of understanding shall be carried forward into the new agreement.

13. Status Quo on Remaining Items.

The parties agree that the status quo shall prevail for the remaining, unmodified provisions of the collective bargaining agreement which will have full force and effect.

The parties mutually request that Arbitrator Kovinsky issue an Act 312 Award setting forth the issues agreed to listed herein. The parties understand that Arbitrator Kovinsky's Act 312 Award will be legally binding on both parties. Following Panel's issuance of the Act 312 Award, the parties will in good faith and in a reasonable time incorporate the terms of the Act 312 Award into a complete, written collective bargaining agreement. Both parties shall have the opportunity to review and correct the draft for errors and omissions. Each person signing this Agreement represents and warrants that he is duly authorized and has legal capacity to execute this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date and year dated below.

City of St. Clair

By:


Ryan Fantuzzi

Its: Attorney

Date:

10/28/19

Police Officers Labor Council

By:


Michael Akins

Its: Attorney

Date:

10/28/19