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

IN THE MATTER OF THE ACT 312 ARBITRATION BETWEEN:

POLICE OFFICERS LABOR COUNCIL,

UNION,

MERC Case No. D01-H-0842

Police Command Officers

AND

CHARTER TOWNSHIP OF VAN BUREN

EMPLOYER.

ARBITRATION OPINION AND AWARD

Chairperson – David W. Grissom
Union Delegate – Danny N. Bartley
Employer Delegate – Allen J. Kovinsky

December 10, 2003

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STIPULATED AWARD

BACKGROUND/STATUTORY REQUIREMENTS

This Act 312 Arbitration Award is rendered pursuant to a Petition for Act 312 Arbitration filed with the Michigan Employment Relations Commission by the Police Officers Labor Council (POLC/Union) on December 7, 2001 under 1969 PA 312 as amended, MCLA 423.231 *et seq.*; MSA 17.455(31) *et seq.* A Pre-Hearing Conference was held between the parties (Delegates) and the undersigned Chairperson on October 13, 2003 at the Van Buren Township Offices. The Union Delegate is Business Representative Danny N. Bartley. The Township (Employer) Delegate is Attorney Allen J. Kovinsky. Pursuant to Pre-Hearing Conference deliberations, the parties agreed to language and provisions as set forth in this STIPULATED AWARD.

This Award is issued in accordance with the requirements of Section 8 of Act

312, MCLA 423.328 regarding the "settlement" of economic issues that the Panel determines best comports with the elements set forth in Section 9, MCLA 423.239; Metropolitan Council No. 23, AFSCME -v- City of Centerline, 91 Mich App 337, 283 NW2d (1979). The Award is also issued consistent with applicable Section 9 factors on non-economic issues, Metropolitan Council No. 23 -v- Board of Commissioners of Wayne County, 86 Mich App 453, 272 (NW2d 681 (1982).

STIPULATED AWARD

I – TENTATIVE AGREEMENTS (TA's)

The parties have reached TA's precisely stated as follows:

Charter Township of Van Buren POLC Command – TA's as of 5/14/03

Article XVI

Section 3.C. Unscheduled call back: Four (4) hours at time and one-half for each call back.

Section 5. Shift bidding shall be every 4 months. Last paragraph regarding K-9 Duties is deleted.

Article XVII.

Court appearances shall be a minimum of 3 hours.

Article XVIII. Holidays

Employees shall receive a holiday payment equal to the number of hours they are normally scheduled to work.

Employees whose shift begins on a holiday shall receive either 12 or 8 hours of payment at time and one-half (18 or 12 straight time hours of pay).

Article XIX. Annual vacations and paid sick days.

Section 2. Add

C. Vacation time maybe taken in increments of no less than one half day.

Section 3. Personal leave days. Add

Furthermore, an employee who submits a twenty-four (24) hour request in advance shall be entitled to the use of a Personal day.

Comp Time

Any member may choose, in lieu of payment for overtime, to receive compensatory time at their appropriate rate of compensation. No accumulation of compensatory time shall be authorized or credited in excess of forty-eight (48) hours.

To the extent possible, individual preferences and requests for the use of compensatory "time off" will be honored in accordance with current procedures established for requesting time off. No reasonable request for the use of compensatory "time off" shall be denied. Pre-scheduled vacation time and training time shall receive precedence over a request for the use of compensatory time.

Compensatory time will be used within one (1) year of it being earned and will be utilized in half day and full day increments.

Sick Leave Buy-Out

Employees may at their option elect to sell back six (6) sick days at 50% to be payable in the first pay period each December.

Employees must always have at least five (5) sick days left on the books after cashing in any additional days.

Relief Sergeant Position

Exception to 30 day notice of change of schedule: Sergeants that bid to the Relief Sergeant position will be given a minimum of seven (7) days notice of change of schedule to accommodate their Relief Sergeant duties. Nothing shall prohibit the changing of schedules in a lesser time frame should an emergency or unforeseen circumstance take place.

Oct 15 T/A's

Art VII Sec 2: Maintenance of Lists: Delete the words "and rate": wording

was not properly written into document. Does not create a change that affects, one way or the other, the provision of this section.

Art IX Sec 1: Safety Committee: Change from "one full time officer" to "two full time officers"

Art XI Sec 5: Animal Complaints: Change ordinance department to "ordinance control officer"

Art XII Sec 3: Change last sentence to read: The agreed "upon" cost

Art XIX Sec 3: Change Personal leave days to three (3) (in 2 hr increments)

Sec 4 B: Change "day's" to "days"

Oct 19 T/A:

Art XI: Sec 17 G: To Read: In the event an employee is suspended pending an investigation, it shall be with pay pending official action.

Art XX: Health Care Coverage: Modified to reflect retiree's spouse coverage as with ASFCME unit.

Art XII Sec 2 J: Bereavement Leave: Change to read that an employee shall have three (3) consecutive scheduled work days for bereavement, or, five for funeral outside 350 mile radius and the employee designates when the Leave begins.

II. ADDITIONAL AGREEMENT BETWEEN THE PARTIES

1. WAGES: The Contract term shall be from January 1, 2002 through December 31, 2005. There shall be no retroactivity on fringe or cash benefits with the exception of Wages.

a) Effective January 1, 2002, a 4% increase "across the board" plus a one (1) time signing bonus of \$600.00 per employee which will be payable upon the signing of the collective bargaining Agreement.

b) Effective January 1, 2003, a 4% increase "across the board"

c) Effective January 1, 2004, a 4% increase "across the board"

d) Effective January 1, 2005, a 4% increase "across the board"

2. **FIELD TRAINING SUPERVISOR:** Whenever the Director of Public Safety or his/her designee determines that field training is necessary for a new hire, the Command Officer designated as Field Training Supervisor, shall receive one (1) additional hour of pay at time and one-half (1½) for each day of training.

3. **HOLIDAY PAY:** In addition to the Holiday language (TA), the parties will be adopting the schedules for the payment of Holiday pay and other hours of work contained in the Stipulated Award for Patrol Officers.

4. **SICKNESS AND ACCIDENT INSURANCE:** The parties will adopt the same language and benefits that currently exist in the AFSCME collective bargaining Agreement.

5. **RETIREE SPOUSAL HEALTH CARE:**

a) If the Command Unit stays with the Defined Contribution Plan, the parties will adopt the same language and benefits that currently exist in

the AFSCME collective bargaining Agreement.

b) In the event the bargaining unit chooses to change from the Defined Contribution Plan to a MERS Defined Benefit Plan, the parties will adopt the same language and benefits currently existing in the AFSCME collective bargaining Agreement with the exception that the "Rule of seventy-five (75)" will be reduced to a "Rule of seventy (70)."

6. PENSIONS: The Police Command Unit shall within sixty (60) days of the date of this STIPULATED AWARD, notify the Employer as to whether it wishes to remain in the current Defined Contribution Plan or adopt a new MERS Defined Benefit Plan:

A. If the Union remains with the Defined Contribution Plan, the Employer's current contribution rate of 12% of base wages shall be increased as follows:

- a) January 1, 2004 – 12.5%
- b) July 1, 2004 – 13%
- c) January 1, 2005 – 13.5%
- d) July 1, 2005 – 14%

The employees shall continue to contribute a minimum of 5% of their base wages and may contribute at their option, any additional monies up to the maximum permitted by the IRS.

B. In the event the Union notifies the Employer that it wishes to adopt the MERS Defined Benefit Plan, the Employer and the employees shall have no obligation to make any further contribution to the Defined Contribution Plan. The MERS Defined Benefit Plan shall have the following benefits:

- a) At the option of the Union, either a B-4 or B-3 Multiplier**
- b) FAC three (3) years**
- c) V-6 vesting**
- d) F-55-15 age and years of service for retirement purposes**
- e) E-2 "cost of living" Escalator**
- f) A maximum of 80% final average compensation**

Pension benefit

g) The Employer and the employees' contributions shall be based upon W-2 wages

h) The Employer shall contribute a maximum of 12% of W-2 wages annually. The employees shall contribute 5% of W-2 wages annually or any additional amounts which may be actuarially required above the current combined total of 17%.

i) The Employer's contribution rate of 12% is capped and may not be increased for any reasons until Actuaries designated by MERS, certify that the Defined Benefit Plan is 100% actuarially funded.

j) In the event the Actuaries for MERS at any time prior to certifying that the Defined Benefit Plan is 100% actuarially funded, determine that any increases over and above the current combined contribution of 17% are required, said increases shall be the sole responsibility of the employees.

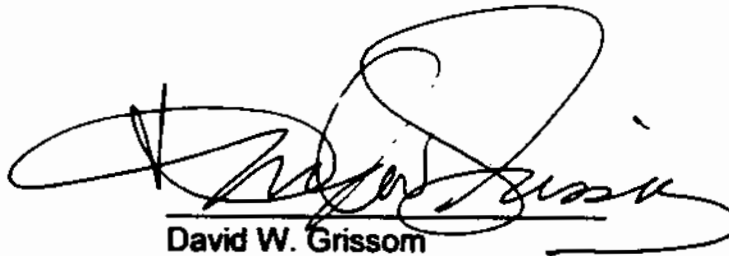
k) The subject of Pensions and all benefits herein above set forth with respect to Pensions shall not be the subject of negotiations, grievances and/or Act 312 Arbitration proceedings until such time as the MERS Actuaries certify that the Defined Benefit Plan is 100% actuarially funded.

l) The employees shall have no years of past service credits and the Plan shall begin as if each employee was a new hire on the date of the inception of the Plan except as herein after provided:

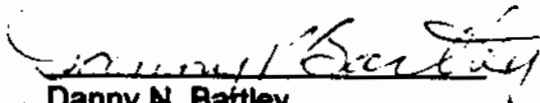
1) Employees may at their option, if aproved by MERS, purchase one (1) or more years of past service credit from either their own funds or any monies in their curent Defined Contribution Account as may be permitted by MERS, the IRS and the Defined Contribution Account Plan documents. The Employer shall have no obligation to contribute any monies towards the purchase of past svrice credits. The amount for the purchase of past service credits shall be determined by the MERS Actuaries.

m) The Employer and employees shall continue to contribute their respective percentages of 12% and 5% (or whatever additional percentage the employees may be required to pay) until it is accruarily determined that the Plan is 100% funded.

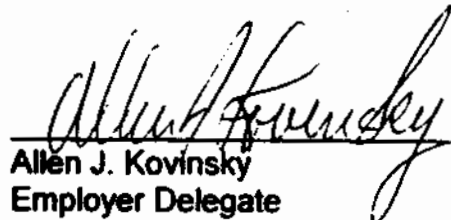
The specified Tentative Agreements and these six (6) additional items of Agreement with their subsections, constitute the entirety of this Act 312 STIPULATED AWARD.



David W. Grissom
Chairperson



Danny N. Bartley
Union Delegate



Allen J. Kovinsky
Employer Delegate

December 10, 2003