

10/31/86

ARB

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

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STATE OF MICHIGAN  
RECEIVED

COMPULSORY BINDING ARBITRATION  
UNDER ACT 312 PUBLIC ACTS OF 1969,  
AS AMENDED

IN THE MATTER OF THE ARBITRATION  
BETWEEN:

MERC CASE NO. D85-F-1778

CITY OF SALINE (Employer)

-and-

MICHIGAN FOP (Union) (Sergeants Unit)

OPINION AND AWARD

APPEARANCES:

ARBITRATION PANEL:

Mario Chiesa, Neutral

James L. Levleit  
Employer Delegate

Richard Weiler  
Union Delegate

FOR THE EMPLOYER:

Allan W. Grossman, Esq.  
108 South Ann Arbor Street  
Saline, Michigan 48176

FOR THE UNION:

John Lyons, Jr., Esq.  
6735 Telegraph Road  
Suite 330  
Birmingham, Michigan 48019

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*Saline City of*

### THE CASE

The petition in this matter is dated April 9, 1986. The neutral chairperson was appointed via a letter dated May 5, 1986. The parties were immediately contacted and both expressly waived any of the time limits contained in the statute. A pre-arbitration conference was scheduled for July 16, 1986. The meeting took place at MERC and a number of substantive and procedural matters were discussed.

The hearing was scheduled to commence at 2:00 p.m. on October 22, 1986 at the Saline City Hall in Saline, Michigan.

The initial petition contained five areas of disagreement, i.e., wages, retirement, vacation, holidays and equipment allowance. Ultimately this list was pared down to one issue, i.e., wages. Essentially that issue concerned the period from July 1, 1985 through June 30, 1986, and specifically the percentage differential which would exist between the highest paid patrolman in the patrolman's unit and the sergeants who are members of this unit and involved in this arbitration.

At the commencement of the hearing the parties indicated that they had reached a stipulation, or perhaps more accurately, an agreement regarding the wage issue.

The agreement reached is that the sergeants in the City of Saline for the contract period July 1, 1985 through June 30, 1986, will receive a salary rate which is 8.9% above the top paid patrolman in the City of Saline. This rate is retroactive to July 1, 1985. The 8.9% figure

represents the average differential contained in a number of communities and that information is attached to this Opinion and Award as Joint 2.

Additionally, the parties entered into further stipulations regarding language changes affecting the prior Collective Bargaining Agreement.

The first such change is contained in Joint Exhibit 3, which is attached hereto, and concerns Article 14, subparagraph C. The language in Joint 3 is incorporated herein by reference. Also there was the language regarding optional extension of sick leave as expressed in Joint Exhibit 4, which is also attached hereto and incorporated herein.

In light of the provisions in the statute regarding the consideration of stipulations entered into by the parties, the panel adopts the above stated agreements.

#### AWARD

The panel adopts the parties' stipulation and agreement regarding the differential to be paid to sergeants in this unit, i.e., 8.9% above the highest paid patrolman. This is for the year July 1, 1985 through June 30, 1986.

The panel adopts the language change regarding Article 14, subparagraph C, and attached hereto as Joint 3.

The panel adopts the language change regarding optional extension of sick leave, attached hereto as Joint 4.

UNANIMOUS AGREEMENT

Mario Chiesa  
Neutral Chairperson

Richard D. White  
Union Delegate

Signed - See attached  
Employer Delegate

Dated: October 31, 1986

UNANIMOUS AGREEMENT

Maud Chessie  
Neutral Chairperson

Signed - see attached  
Union Delegate

Joe F. Lebo  
Employer Delegate

Dated: October 31, 1986

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CITIES WITH POPULATION BASE OF  
6,000 - 8,999  
WITHIN 50 MILE RADIUS OF SALINE  
As of July 1st, 1986

	<u>PATROL (Top)</u>	<u>SERGEANTS</u>	<u>DIFFERENTIAL</u>
FENTON	\$26,397*	\$28,167*	\$1,770 (6.7%)
HOWELL	\$26,608		
HUNTINGTON WOODS	\$29,000	\$33,350	\$4,350 (15%)
MASON	\$22,705	\$26,040	\$3,335 (14.6%)
SALINE	\$25,940*	\$27,340*	\$1,400 (5.3%)
ROCHESTER	\$29,649	\$31,149	\$1,500 (5%)
TECUMSEH	\$23,775	\$24,710	\$ 935 (3.9%)
WIXOM	\$29,125	\$32,620	\$3,495 (12%)
Average			8.9%

\* Contract expired - currently under negotiation

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LANGUAGE CHANGE

ARTICLE 14, SUB-PARAGRAPH C

All hours worked in excess of 40 hours will be paid at time and one half  
excluding lunch and breaks.

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CONTRACT REVISION  
OPTIONAL EXTENSION OF SICK LEAVE

SUBPARAGRAPH "Q" (page 19)

Purpose

The purpose of this section is to provide an employee with the option of extended sick leave in those cases that require long-term rehabilitation. It is not the intent of this section to provide leave for employees who expended their sick leave for relatively minor illnesses and wish to utilize the extension offered them for convalescing from colds, flu, headaches, etc.

The present method of compiling sick leave (one day for each month worked) is more than sufficient to provide the average employee sick leave to handle any minor illnesses that may develop. Each permanent full-time employee of the City of Saline shall have the option of receiving up to 45 days of extended sick leave if their current sick bank has been depleted under the following conditions:

- 1) The employee must be clearly suffering from an unexpected catastrophic illness or injury, and in need of long-term rehabilitation or recovery.
- 2) This condition must be accompanied by a Doctor's Certificate of Necessity.
- 3) The employee must indicate in writing that he/she will provide the employer with all pertinent medical information that is available concerning his/her present condition necessitating the extension of sick leave.
- 4) Approval by the City Administrator.
- 5) That the employee shall agree in writing that such additional sick leave shall be deducted from future accumulations of sick leave; or, in the event employment shall terminate for any reason before sufficient accumulations of sick leave have been earned, said employee shall reimburse the City in full prior to the termination of employment for all such optional additional sick leave received but not earned.