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9/15/87
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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
STATUTORY ARBITRATION

In the Matter of the Statutory Arbitration Between:

CITY OF SALINE

-and-

Case No. D86/K-2010

MICHIGAN FRATERNAL
ORDER OF POLICE

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS
COMMISSION
BIRMINGHAM OFFICE

Saline City of

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STIPULATED AWARD

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LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Compulsory Arbitration Panel:

Mark J. Glazer, Chairperson
Richard R. Wester, Union Delegate
James L. Levleit, Employer Delegate

Appearances:

For the Employer:

Allan W. Grossman, Attorney at Law

For the Union:

John A. Lyons, Attorney at Law

MARK J. GLAZER, ATTORNEY AT LAW, ARBITRATOR • 3705 W. MAPLE ROAD • BIRMINGHAM, MICHIGAN 48010. (313) 642-2014

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
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In the Matter of the Statutory Arbitration Between:

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MICHIGAN FRATERNAL
ORDER OF POLICE

INTRODUCTION

This case arises under Act 312 pursuant to the petition of the Labor Council of the Michigan Fraternal Order of Police on December 1, 1986. Mark J. Glazer was chosen as the impartial chairperson and pre-hearing conferences were held on March 27 and July 13, 1987. Pursuant to the negotiations of the parties as directed by the impartial chairperson the parties reached a stipulated award that is attached hereto as Exhibit "A".

Mark J. Glazer,
Impartial Chairperson

Dated: September 15, 1987

STATE OF MICHIGAN
DEPARTMENT OF LABOR

IN THE MATTER OF:

CITY OF SALINE -and- MICHIGAN FRATERNAL
ORDER OF POLICE, Act 312

Case No. D86 K-2010

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STIPULATED AWARD

The undersigned hereby stipulate that the proposed contract provisions set forth in Exhibit A, attached hereto and made a part hereof, be adopted as an arbitration award in this matter, effective July 1, 1986, through June 30, 1989, except as otherwise provided therein.

Michigan Fraternal Order of Police Labor
Council

By: Richard R. Weiler
Richard R. Weiler

City of Saline, a Michigan Municipal
Corporation

By: James L. Levieit
James L. Levieit

Impartial Panel Chairman

By: Mark J. Glazer
Mark J. Glazer

Dated: July 13, 1987

EXHIBIT A to Stipulated Award for City of Saline - Michigan F.O.P.,

Act 312, Case Number D86/K-2010

PENSION PLAN

The City agrees to pay 100% of the retirement premium cost with the Michigan Employment Retirement System. Effective July 1, 1987, the retirement plan provided will be Michigan Employment Retirement System Plan C2, with B-1 base F55/25, and E Rider.

If the City negotiates any improvement in the Retirement Benefits Paid to any other recognized City bargaining unit, those benefits shall also be extended to the employees covered by this Agreement.

JUVENILE LIAISON OFFICER (NEW)

It is hereby agreed that the position of Juvenile Liaison Officer shall be a separate classification within the police department.

It is further agreed that for the purposes of vacation and comp. time scheduling, that seniority constraints will only apply within the classification of Juvenile Liaison Officer and not be affected by the patrolmen or communications officers classification.

The Juvenile Liaison Officer shall be paid at the patrol officer classification rate.

PERSONAL DAYS

It is hereby agreed that each full time employee, including newly hired employees, shall receive four (4) days during each fiscal year for personal time or for bereavement upon death of any member of his/her immediate family. Personal days shall be non-cummulative and not eligible for cash reimbursement.

UNIFORM AND EQUIPMENT ALLOWANCE

The City shall pay each full time employee for uniform and equipment items not provided by the City. The cash amounts listed below. All uniform and equipment items purchased must comply with department general orders. Uniform and equipment allowance shall be payable in full on July 1st of each fiscal year for the duration of this agreement. Equipment allowances for new employees shall be prorated during the first year of service based on total weeks of service.

Patrol Officer	\$200.00
Dispatch/Communications Officer	\$140.00

PREMIUM PAY

Time worked in excess of eight hours per day or in excess of the scheduled work day shall be considered overtime. Overtime shall be compensated at time and one half (1 1/2) the employee's hourly rate, provided however, upon request by an employee and if approved by the Chief of Police, equivalent compensatory time off may be given in lieu of overtime pay. The Chief, or his designee, will be the determining authority of the necessity of overtime. There shall be no changes in the work schedules to avoid payment of overtime. The 30 minute lunch period shall not be deemed overtime. Personal business time, vacation time or compensation time shall not be considered a day of work for the purposes of computing premium time as set forth in this section.

COMPENSATORY TIME

Compensatory time off may be accumulated consistent with the terms of the Fair Labor Standards Act. Compensatory time off must be used within six months of its accrual or at the first scheduled vacation of the employee, whichever is longer. The employee must use up any compensatory time accrued prior to the use of any vacation time.

TRAINING (NEW)

Employees will be given proficiency exams in job related fields. Testing for proficiency exams shall be administered during regular duty hours or on an overtime basis as determined by the Chief of Police.

Failure to satisfactorily complete proficiency exams may be subject to the disciplinary procedure pursuant to the collective bargaining agreement.

Proficiency exams shall be limited to courses and requirements of the Michigan Law Enforcement Officer's Training Council Basic Recruit School with primary emphasis on firearms, first aid, legal updates and physical fitness.

The Chief of Police may approve an alternative to the physical fitness requirements upon the showing of medical necessity by the employee. This training language shall become effective on the date this agreement is signed and shall not be retroactive.

WORK WEEK

It is agreed that the normal work week shall be eight hours per day, forty hours per week, beginning on Sunday and ending on Saturday of each calendar week, excluding lunch and breaks.

OPTIONAL EXTENSION OF SICK LEAVE (NEW)

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.

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OPTIONAL EXTENSION OF SICK LEAVE (continued)

- 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.

WAGES - PATROL

JULY 1st, 1986

<u>Start</u>	<u>After 1 Years</u>	<u>After 2 Year</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
\$21,626.00	\$22,626.00	\$23,626.00	\$25,626.00	\$27,505.00

JULY 1st, 1987

\$22,461.00	\$23,461.00	\$24,461.00	\$26,461.00	\$28,340.00
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JULY 1st, 1988

\$23,926.00	\$24,296.00	\$25,296.00	\$27,296.00	\$29,175.00
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WAGES - COMMUNICATIONS

JULY 1st, 1986

<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 years</u>	<u>After 4 Years</u>
\$13,350.00	\$14,700.00	\$15,700.00	\$16,700.00	\$17,700.00

JULY 1st, 1987

\$13,900.00	\$15,000.00	\$16,000.00	\$17,000.00	\$18,400.00
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JULY 1st, 1988

\$14,500.00	\$15,500.00	\$16,500.00	\$17,500.00	\$18,800.00
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