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4-20-83

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION PROCEEDING

BEFORE:

JOHN B. SWAINSON, CHAIRPERSON
RICHARD CURTIS, UNION DELEGATE
RICHARD A. HUEBLER, CITY DELEGATE

IN THE MATTER OF:

CITY OF ALLEN PARK,

Public Employer,

-and-

Case No. D82 E-2821

ALLEN PARK POLICE OFFICERS
ASSOCIATION, UNIT ONE,

Public Employees.

Allen Park, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ACT 312

FINDINGS, DETERMINATION AND AWARD

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BU OF EMPLOYMENT RELATIONS

MAY 02 1983

John B. Swainson

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Pursuant to the Police-Firefighters Arbitration Act, Act 312, Public Acts of 1969, as amended, a panel was selected to hear and decide certain disputes between the City of Allen Park and the Allen Park Police Officers Association, Unit 1. The disputes between the parties arose when the parties were unable to reach a negotiated collective bargaining agreement covering wages, benefits and other conditions of employment.

The panel was comprised of John B. Swainson, Chairman; Richard Curtis, designated by the Union; and Richard A. Huebler, designated by the City. Hearings were conducted by the panel on various dates and the parties submitted to the panel numerous exhibits which, together with the testimony of the witnesses, were weighed by the panel in arriving at the final award.

The City used the following five communities for purposes of comparison of wages, hours and conditions of employment:

Allen Park	Trenton
Lincoln Park	Wyandotte
Southgate	

The Union used the following fifteen communities for purposes of comparison of wages, hours and conditions of employment:

Plymouth	Ferndale
West Bloomfield Township	Garden City
Birmingham	Roseville
Trenton	Southgate
Redford Township	Lincoln Park
Dearborn Heights	Canton Township
Riverview	Wyandotte
Allen Park	

The testimony of the Union's witnesses, Richard Curtis and Diane Kujat, dealt with an introduction of exhibits and explanation of the relation of the Allen Park Police Officers to the other comparable communities' police officers in the areas of wages, benefits and working conditions. Union witnesses Thomas Borowski of the Allen Park Fire Department, Lt. Frank Lafferty of the Allen Park Police Department, Dale Covert of the Allen Park Police Department, and Kerry Thomas Kupovits of the Allen Park Police Department all gave additional testimony regarding benefits and working conditions.

John T. McLenaghan, Deputy Assessor for the City of Allen Park, testified that there would be a "probable loss" in residential assessments of between 9.04% and 7.37% ^{in the second year,} and that, accordingly, the City would experience a limited ability to pay during the first year of the Contract, and a complete inability to pay during the second year of the Contract. He further testified that there would be an approximate 10% cut in SEV for the 1983-1984 budget, and that the Downriver area was the hardest hit regarding loss of value of homes.

The Union's financial expert, Ronald P. Tank, testified that, in his opinion, the City would be in a slightly worse position financially in 1982-1983 than they were in during the 1981-1982 fiscal year.

The City's financial experts, Leo O'Connell, C.P.A. and Auditor of the City of Allen Park, and Richard A. Huebler, City Controller, gave testimony regarding the City's financial condition. Mr. Huebler testified that revenue funds would be down and that he advised Department heads that the 1983-1984 budget would reflect an approximate 10% cut due to the cut in SEV of approximately 10%. He also testified that City Department heads were complaining of being short of staff, reaching serious levels of understaffing, and that expenditures were up in almost every area while revenues were less than received in previous times. Mr. Huebler emphasized that State and Federal Revenue Sharing were uncertain, and that the City had not received \$87,000.00 from the State which had been due in August, 1982, and that the City might not receive the \$320,000.00 due from the State in February, 1983. He also stated that future property tax evaluations were expected to decrease and that, in addition, the City of Allen Park was at its legal limitation in the levying of tax millage, absent a vote of the people.

The Union witness, Randall Borghi, an Allen Park Police Cadet, gave testimony regarding working conditions for cadets, and Diane Kujat presented statistics regarding comparables on cadets. City witness Richard A. Huebler also gave testimony about the cadets, and stated that with requests for wage and hiring freezes, budget cuts, and no increases, the Council anticipated abolishing the police cadet program.

The Union also presented Charles Monroe, Consulting Actuary, as its witness concerning the Pension issue.

Act 312, MCLA 423.239, Section 9, prescribes the various factors to be considered by the panel in arriving at the panel's ultimate decision. In arriving at its final award, the panel makes the following findings of facts:

A. The City of Allen Park is located in Southwestern Wayne County, approximately 13 miles from the City of Detroit. Allen Park includes approximately 7.4 square miles and has a population of approximately 34,196. It is a community consisting of approximately 10% industrial, and is primarily residential, with homes consisting essentially of middle-income. Its tax base is approximately 70% residential, with the remaining approximately 30% being comprised of commercial, industrial, and personal property.

B. The City of Allen Park Police Department, Unit 1, contains 32 members: 25 uniformed officers, 4 cadets, 1 DRANO officer, 1 School Liason officer, and 1 Detective-Youth Officer.

C. The City of Allen Park is presently undergoing serious difficulty with respect to its financial condition, and the financial award rendered by this panel must take into consideration the City's ability to pay the award without undue financial hardship being placed on the Citizens of Allen Park.

D. The City Police Department, Unit 1, has sufficient manpower and operating procedures which, when utilized and when combined with other police units of the City of Allen Park, provide safe and efficient police protection to the residents of the community.

E. The future financial outlook for municipalities in Michigan is uncertain, so that long-range benefits, such as pension, sick time, and insurance, create unascertainable future costs that could jeopardize the interests and welfare of the citizens of the community.

LAST BEST OFFER

WAGES

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XIII, Section 13.1 as follows:

13.1: Annual Base Salary Rates.

A. Effective July 1, 1982, there shall be a 6.5% across-the-board increase for all ranks and classifications applied to the Annual Base Salary Rates in effect on June 30, 1982.

B. Effective July 1, 1983, there shall be a 5.75% across-the-board increase for all ranks and classifications applied to the Annual Base Salary Rates in effect on June 30, 1983.

CITY LAST BEST OFFER:

The City proposed to change the Collective Bargaining Agreement as follows:

That the annual base salary rates after the 1982 C.O.L.A. roll-in that each of the salary steps be increased by 4.4% commencing July 1, 1982 to June 30, 1983.

That the annual base salary rates shall be increased by 2% commencing July 1, 1983 to June 30, 1984.

That the current number of steps to Senior Patrolman/Corporal are continued.

Resulting in the following annual base salary rates:

	<u>7-1-82/6-30-83</u>	<u>7-1-83/6-30-84</u>
Police Officer (starting)	\$17,572	\$17,923
(1-2 years)	\$18,816	\$19,192
(2-3 years)	\$20,056	\$20,457
(3-4 years)	\$21,298	\$21,723
(4-5 years)	\$22,541	\$22,991
Police Officer/ Corporal (5 + years)	\$26,071	\$26,592

AWARD: The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

COST OF LIVING ALLOWANCE

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XIII, Sections 13.2 and 13.3 to read as follows:

13.2: Cost of Living - Effective July 1, 1982:

A. There shall be continued a cost of living (C.O.L.A.) provision predicated in the United States Department of Labor, Bureau of Statistics, Consumer Price Index (C.P.I.), United States City Average, All Urban Consumers using its index of July 1, 1982 as the "Index Base" for the first quarterly period beginning July 1, 1982 and ending September 30, 1982, the second quarterly period begins and uses the Index Base of October 1, 1982 and ends on December 30, 1982. Subsequent quarters in this year will have the "Index Base" on the 1st day of the month of the last day of the third month of the quarter.

B. If the C.P.I. for the ending of a quarter exceeds the C.P.I. for the beginning of a quarter by more than 1.4 percent, bargaining unit employees shall receive a C.O.L.A. payment. The C.O.L.A. payment for that quarter shall be calculated by multiplying the percentage amount over 1.4% that the C.P.I. has risen between the "Index Base" period of the beginning of a quarter and the end of the quarter times the employee's approximate salary base. Provided, that the maximum the employee shall receive during any quarter in the first year of this contract is the difference between 1.4 percent to 2.3 percent rise in the C.P.I. for that quarter or .9 percent times the salary base for that quarter.

C. That if C.O.L.A. payments are required for any particular quarter they will be due no later than 45 days after the end of a quarter.

D. Provided, however, the C.O.L.A. payment shall be a separate side payment and shall not be added to the existing salary level for other purposes.

E. Effective June 30, 1983, fifty percent (50%) of the total dollar amount of all C.O.L.A. payments made for the quarters in the contract year July 1, 1982 through June 30, 1983 shall be added to each employee's Annual Base Salary rate.

13.3: Cost of Living - Effective July 1, 1983:

A. Whenever the C.P.I. percentage increase for a quarter is over 1.4%, each employee shall be paid a C.O.L.A. equal to his Annual Base Salary rate multiplied by the C.P.I. percentage increase over 1.4% to a maximum of 2.3%.

B. That if C.O.L.A. payments are required for any particular quarter that they will be due no later than 45 days after the end of a quarter.

COST OF LIVING ALLOWANCE, CONTINUED:

C. Provided, however, the C.O.L.A. payment shall be a separate side payment and shall not be added to the existing salary level for other purposes.

D. Effective June 30, 1984, fifty percent (50%) of the total dollar amount of all C.O.L.A. payments made for the quarters in the contract year July 1, 1983 through June 30, 1984, shall be added to each employee's Annual Base Salary rate.

In addition, Section 13.4 shall be deleted.

CITY LAST BEST OFFER:

1. City proposes no change to Collective Bargaining Agreement, (only issue is C.O.L.A. roll-in). See Section 13.4.
2. City's proposal will continue current practice of roll-in every other year.
3. Only change is to update dates to conform to 1982-1984 calendar.

13.2: Cost of Living - Effective July 1, 1982.

A. There shall be continued a cost of living (C.O.L.A.) provision predicated in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (C.P.I.), United States City Average, All Urban Consumers using its index of July 1, 1982, as the "Index Base" for the first quarterly period beginning July 1, 1982, and ending September 30, 1982, the second quarterly period begins and uses the Index Base of October 1, 1982, and ends on December 30, 1982. Subsequent quarters in this year will have the "Index Base" on the 1st day of the month of the beginning of the quarter and will end on the last day of the third month of the quarter.

B. If the C.P.I. for the ending of a quarter exceeds the C.P.I. for the beginning of a quarter by more than 1.4 percent, bargaining unit employees shall receive a C.O.L.A. payment. The C.O.L.A. payment for that quarter shall be calculated by multiplying the percentage amount over 1.4% that the C.P.I. has risen between the "Index Base" period of the beginning of a quarter and the end of the quarter times the employee's approximate salary base. Provided, that the maximum the employee shall receive during any quarter in the first year of this Contract is the difference between 1.4 percent to 2.3 percent rise in the C.P.I. for that quarter of .9 percent times the salary base for that quarter.

C. That if C.O.L.A. payments are required for any particular quarter that they will be due no later than forty five (45) days after the end of a quarter.

D. Provided, however, the C.O.L.A. payment shall be a separate side payment and shall not be added to the then existing salary level for other purposes.

COST OF LIVING ALLOWANCE, CONTINUED:

13.3: Cost of Living - Effective July 1, 1983.

A. Whenever the C.P.I. percentage increase for a quarter is over 1.4%, each employee shall be paid a C.O.L.A. equal to his Annual Base Salary rate multiplied by the C.P.I. percentage increase over 1.4% to a maximum of 2.3%.

B. Provided, however, the C.O.L.A. payment shall be a separate side payment and shall not be added to the then existing salary level for other purposes.

C. That if C.O.L.A. payments are required for any particular quarter that they will be due no later than forty five (45) days after the end of a quarter.

*13.4: Cost of Living - Effective June 30, 1984:

A. Effective June 30, 1984, fifty (50%) percent of the total dollar amount of all C.O.L.A. payments made for the quarters in the contract year July 1, 1983, through June 30, 1984, shall be added to each employee's Annual Base Salary rate.

AWARD:

The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

HOLIDAY PAY

UNION LAST BEST OFFER:

The Union's offer is to modify Article XIII, Section 13.8 to read as follows:

13.8: Holiday Pay.

A. In lieu of any other Holiday Pay, on November 15 each year, each employee shall be paid a lump sum Holiday Pay of \$1,400.00. The designated Holidays are:

1. Independence Day
2. Labor Day
3. Veterans Day
4. Thanksgiving Day
5. Christmas Day
6. New Year's Day
7. Washington's Birthday
8. Easter Day
9. Memorial Day

B. Employees who call in sick on a designated Holiday shall have the sick time deducted at the rate of time and one-half. Employees who work on a holiday shall receive the normal straight time rate.

C. Effective July 1, 1983, employees who work on a holiday shall receive pay at one and one-half time his/her straight time rate. Employees who call in sick on a designated holiday shall have the sick time deducted at the rate of time and one-half.

D. Upon retirement or separation for any reason, an employee shall be paid his pro-rata share of the annual Holiday Pay due him, based on the number of designated Holidays.

CITY LAST BEST OFFER:

1. City proposes no change to Collective Bargaining Agreement except to change dates to update to 1982 - 1984 calendar.

13.8: Holiday Pay.

A. In lieu of any other Holiday Pay, on November 15, each employee shall be paid a lump sum Holiday Pay of \$1,400.00. The designated Holidays for the contract years are:

	<u>1982-83</u>	<u>1983-84</u>
1. Independence Day	July 4	July 4
2. Labor Day	September 6	September 5
3. Veterans Day	November 11	November 11
4. Thanksgiving Day	November 25	November 24
5. Christmas Day	December 25	December 25
6. New Year's Day	January 1	January 1

HOLIDAY PAY, CONTINUED:

	<u>1982-83</u>	<u>1983-84</u>
7. Washington's Birthday	February 21	February 20
8. Easter Day	April 3	April 23
9. Memorial Day	May 30	May 28

B. Employees who call in sick on a designated Holiday shall have ~~the sick time deducted at the rate of time and one-half.~~ Employees who work on a holiday shall receive the normal straight time rate.

C. Upon retirement or separation for any reason, an employee shall be paid his pro-rata share of the annual Holiday Pay due him, based on the number of designated Holidays.

AWARD: The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

CLOTHING ALLOWANCE/UNIFORM ALLOWANCE

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XIII, Section 13.6, effective July 1, 1982, to read as follows:

13.6: Clothing Allowance. Each employee will receive \$450.00 annual clothing allowance.

One-half of the clothing allowance shall be paid in the first week of August each year; one-half shall be paid in the first week of February each year.

CITY LAST BEST OFFER:

1. City proposes no change to Collective Bargaining Agreement.

13.6: Clothing Allowance. Each employee will receive \$375.00 annual clothing allowance.

One-half of the Clothing Allowance shall be paid in the first week of August each year; one-half shall be paid in the first week of February each year.

AWARD:

The Last Best Offer of the Union is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

CLEANING ALLOWANCE

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XIII, Section 13.7, effective July 1, 1982, to read as follows:

13.7: Cleaning Allowance. Each employee will receive annual cleaning allowance of \$250.00. One-half of the cleaning allowance shall be paid in the first week of August each year, and one-half shall be paid in the first week of February each year.

CITY LAST BEST OFFER:

13.7: Cleaning Allowance. Each employee will receive annual cleaning allowance of \$175.00.

One-half of the Cleaning Allowance shall be paid in the first week of August each year; one-half shall be paid in the first week of February each year.

AWARD: The Last Best Offer of the Union is adopted.

CONCUR:

Allen Swanson Richard Curtis

DISSENT:

Paul B. Huebner

LAST BEST OFFER

SHIFT DIFFERENTIAL

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XIII, Section 13.12 to read as follows:

13.12: Shift Differential Pay. Employees who work rotating 8-hour shifts shall be paid 20 cents additional for each hour worked between 4:00 p.m. and midnight, to a maximum of 650 hours per contract year, and 30 cents additional for each hour worked between midnight and 8:00 a.m., to a maximum of 650 hours per contract year.

Effective July 1, 1983, employees who work rotating 8-hour shifts shall be paid 25 cents additional for each hour worked between 4:00 p.m. and midnight, to a maximum of 650 hours per contract year, and 40 cents additional for each hour worked between midnight and 8:00 a.m., to a maximum of 650 hours per contract year.

A. Shift Differential Pay shall be paid in the first week of August of each year.

B. This section shall not in any way be interpreted or construed as being any alteration or abridgement of any of the provisions of Article XIII, Section 1, of this agreement.

CITY LAST BEST OFFER:

City proposes no change to Collective Bargaining Agreement.

~~13.12: Employees who work rotating 8 hour shifts shall be paid 20 cents additional for each hour worked between 4:00 P.M. and midnight, to a maximum of 650 hours per contract year, and 30 cents additional for each hour worked between midnight and 8:00 P.M., to a maximum of 650 hours per contract year.~~

A. Shift Differential Pay shall be paid in the first week of August each year.

B. This section shall not in any way be interpreted or construed as being any alteration or abridgement of any of the provisions of Article XIII, Section 1, of this Agreement.

AWARD:

The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

LIFE INSURANCE

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XIV, Section 14.2 to read as follows:

14.2: Life Insurance. Each employee shall be covered by \$17,500.00 term life insurance. Double indemnity being paid in case of accidental death, riot or civil disorder, as per City's insurance coverage. A life insurance policy in the amount of \$7,500.00 coverage shall be paid by the City for each retiree.

Effective July 1, 1983, each employee's term life insurance policy shall be increased to \$25,000, and each retiree's life insurance policy shall be increased to \$12,500.

CITY LAST BEST OFFER:

The City proposes no change in Collective Bargaining Agreement.

14.2: Each employee shall be covered by \$17,500.00 term life insurance. Double indemnity being paid in case of accidental death, riot or civil disorder, as per City's insurance coverage. A life insurance policy in the amount of \$7,500.00 coverage shall be paid for by the City for each retiree.

AWARD: The Last Best Offer of the City is adopted.

CONCUR: James J. [Signature] Richard H. [Signature]

DISSENT: Richard Curtis

LAST BEST OFFER

PERSONAL DAYS

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XVII, Section 17.3 to read as follows:

17.3: Personal Days. Each year, between July 1 and June 30 inclusive, each employee may take off two (2) Personal Days. Personal Days may be taken off in half day increments (four hours at a time). Personal Days may not be accumulated from one year to the next.

Effective July 1, 1983, each employee will be granted three (3) Personal Days which may be taken as outlined above.

CITY LAST BEST OFFER:

The City proposes no change to the Collective Bargaining Agreement.

17.3: Each year, between July 1 and June 30, inclusive, each employee may take off two (2) Personal Days. Personal Days may be taken off in half day increments (four hours at a time). Personal Days may not be accumulated from one year to the next.

AWARD:

The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

HOSPITALIZATION INSURANCE - SURVIVOR OPTION

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XIV, Section 14.1, to read as follows:

14.1: Hospital Insurance. The City shall provide for employees and eligible employee's family: Blue Cross MVF-2 Master Medical with Drug and Reciprocity Riders. The cost shall be sustained by the City. Retired employees shall continue to be covered by this plan, cost sustained by the City, until the retired employee reaches age 65 or is eligible for Medi-Care. Should an employee, either active or retired, become deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance. Retired employees who obtain employment from an employer who provides Hospital Insurance shall not be covered by the City's Hospital Insurance for duration of such employment.

CITY LAST BEST OFFER:

City proposes to change 14.1 B. of Collective Bargaining Agreement to provide for surviving spouse coverage as follows:

14.1:

B. Retired employees and surviving, non-remarried spouses, shall continue to be covered until the retired employee reaches age sixty-five (65) or is eligible for Medi-Care at maximum rate listed in 14.1 A. Retired employees who obtain employment from an employer who provides Hospital Insurance shall not be covered by the City's Hospital Insurance for duration of such employment.

AWARD:

The Last Best Offer of the

Union

is adopted.

CONCUR:

Alan S. Duverson Richard L. Hunt

DISSENT:

SUBJECT TO STIPULATION CONTAINED IN ATTACHMENT "A" AND MADE A PART HEREOF.

LAST BEST OFFER

HOSPITALIZATION INSURANCE PREMIUMS

UNION LAST BEST OFFER:

The Union's last offer is to retain the status quo, i.e., that the City continue to pay the entire cost for the hospitalization coverage provided under Article 14, Section 14.1.

CITY LAST BEST OFFER:

The City proposes to change 14.1 A. of Collective Bargaining Agreement to provide a cap on City payments for Hospital Insurance as follows:

14.1:

A. The City shall provide for employees and employees' families: Blue Cross MVF-2 Master Medical with Drug and Reciprocity Riders. The cost shall be sustained by the City to a maximum amount of \$235.00 per month per family unit, \$218.00 per month per two party unit, \$93.50 per month per single unit, as determined by the new rates in effect as of October 1, 1982, any increases over the October 1, 1982, rates shall be paid by the employees through payroll deductions.

AWARD: The Last Best Offer of the Union is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

DENTAL INSURANCE PREMIUMS AND SURVIVOR OPTION

UNION LAST BEST OFFER:

The Union's last offer is to retain the status quo, i. e., that the City continue to pay the entire cost of dental insurance coverage provided under Article XIV, Section 14.3.

The Union's last offer is to modify Article XIV, Section 14.3 to read as follows:

14.3: Dental Insurance. The City shall provide for employees and eligible members of employee's family: Delta Dental Plan, Full Family Coverage, Class I & II, 70% - 30% Co-payments, with maximum benefit payable in any one contract year not to exceed \$600.00 per person. Retired employees shall continue to be covered by this plan, cost sustained by the City, until the retired employee reaches age 65 or is eligible for Medi-Care. Should an employee, active or retired, become deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance. Retired employees who obtain employment from an employer who provides dental insurance shall not be covered by the City's Dental Insurance for duration of such employment.

CITY LAST BEST OFFER:

The City proposes to change Collective Bargaining Agreement to provide a cap on City payments for Dental Insurance, but proposes no change regarding survivor coverage:

14.3: The City shall only pay up to \$32.00 per month per employee and eligible members of any employee's family for Delta Dental Plan, Full Family Coverage Class I and II, 70% - 30% co-payments, with maximum benefit payable in one contract year not to exceed \$600.00 per person. Retired employees shall continue to be covered as stated above until the retired employee reaches age sixty-five (65) or is eligible for Medi-Care. Retired employees who obtain employment from an employer who provides dental insurance shall not be covered by the City's dental insurance for duration of such employment.

AWARD: The Last Best Offer of the Union is adopted.

CONCUR:

DISSENT:

SUBJECT TO STIPULATION CONTAINED IN ATTACHMENT "A" AND MADE A PART HEREOF.

LAST BEST OFFER

OPTICAL INSURANCE PREMIUMS AND SURVIVOR OPTION

UNION LAST BEST OFFER:

The Union's last offer is to retain the status quo, i.e., that the City continue to pay the entire cost of optical insurance coverage provided under Article XIV, Section 14.4.

The Union's last offer is to modify Article XIV, Section 14.4 to read as follows:

14.4: Optical Benefit:

A. The City shall provide for employees and eligible members of employee's families an optical plan as provided by the Co-op Optical Service in their plan dated October 14, 1976. Copies of the plan will be given to the Union.

B. The plan in general provides that every employee, spouse and all dependent children under the age of nineteen (19) an optometric refraction and glasses, if needed, once every two (2) years. The plan details the type of frames and lenses available.

C. Retired employees shall continue to be covered by this plan, cost sustained by the City, until the retired employee reaches age 65 or is eligible for Medi-Care. Should an employee, active or retired, become deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance. Retired employees who obtain employment from an employer who provides optical insurance shall not be covered by the City's Optical Insurance for duration of such employment.

CITY LAST BEST OFFER:

The City proposed to change Collective Bargaining Agreement to provide a cap on City payments for Optical Benefits, but proposes no change regarding survivor coverage:

14.4:

A. The City shall only pay up to \$3.00 per month for employees and eligible members of employees' families for an optical plan as provided by the Co-op Optical Service in their plan dated October 14, 1976. Copies of the plan will be given to the Union.

B. The plan in general provides that every employee, spouse, and all dependent children under the age of nineteen (19), an optometric refraction and glasses, if needed, once every two (2) years. The plan details the type of frames and lenses available.

C. Retired employees shall continue to be covered as stated above until the retired employee reaches age sixty-five (65) or is eligible for Medi-Care. Retired employees who obtain employment from an employer

OPTICAL INSURANCE PREMIUMS AND SURVIVOR OPTION, CONTINUED:

who provides Optical Insurance shall not be covered by the City's
Optical Insurance for duration of such employment.

AWARD: The Last Best Offer of the Union is adopted.

CONCUR: Adam Swanson Richard Curtis Richard L. Hull

DISSENT: _____

SUBJECT TO STIPULATION CONTAINED IN ATTACHMENT "A" AND MADE A
PART HEREOF.

LAST BEST OFFER

PENSION

UNION LAST BEST OFFER:

The Union's last offer is to eliminate the pension reduction at age 65 by modifying Article X, Section 10.3 and deleting Section 10.4 of the collective bargaining agreement, effective January 1, 1984, as follows:

Article X - Pensions

10.3: An eligible employee's straight life pension shall equal 2.5% of his final average compensation multiplied by the number of years credited service and fractions thereof to a maximum of seventy (70%) percent.

Delete Section 10.4, which currently reads as follows:

10.4: An eligible employee's straight life pension after age 65 equals 1.6875% of his final average compensation multiplied by the number of years credited service and fractions thereof.

CITY LAST BEST OFFER:

City proposes no change in Collective Bargaining Agreement:

10.1: Employees in the unit will be covered by the Allen Park Retirement System regarding Police and Fire Employees, as amended from time to time and more specifically as follows.

10.2: An individual employee's contribution to the Retirement System shall be six (6%) percent on all wages.

10.3: An eligible employee's straight life pension prior to age 65 equals 2.5% of his final average compensation multiplied by the number of years credited service and fractions thereof to a maximum of seventy (70%) percent.

10.4: An eligible employee's straight life pension after age 65 equals 1.6875% of his final average compensation multiplied by the number of years credited service and fractions thereof.

10.5: The normal (mandatory) age of retirement shall be fifty-seven (57) years of age.

10.6: The voluntary age of retirement shall be age fifty-two (52).

AWARD: The Last Best Offer of the Union is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

PROMOTIONS

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XVI, Section 16.2 to read as follows:

16.2: Vacancies in Rank:

A. When an employee holding a rank position is absent from his position for a period of six (6) months or more, the City shall appoint the next eligible employee from the eligibility list for the vacant position and all succeeding vacant positions descending in rank to Sergeant.

By way of illustration, a vacancy in the rank of Deputy Chief shall require promotions to the ranks Inspector, Lieutenant and Sergeant all simultaneously.

B. Rank positions are Chief, Deputy Chief, Inspector, Lieutenant, Sergeant, and any similar ranks created in the future above the rank of Patrolman.

C. When filling a vacant rank position, the City will use the eligibility list that was in force when the vacancy first occurs and not a subsequent eligibility list.

CITY LAST BEST OFFER:

The City proposes no change in Collective Bargaining Agreement.

16.2:

A. When an employee holding a rank position is absent from his position for a period of six (6) months or more, the City shall appoint the next eligible employee from the eligibility list for the vacant position.

B. Rank positions are Chief, Deputy Chief, Inspector, Lieutenant, Sergeant, and any similar ranks created in the future above the rank of Patrolman.

C. When filling a vacant rank position, the City will use the eligibility list that was in force when the vacancy first occurs and not a subsequent eligibility list.

AWARD: The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

SICK LEAVE

UNION LAST BEST OFFER:

The Union's last offer is to retain the status quo, found in Article XVII, Section 17.2, which is reproduced below:

17.2: Sick Days:

A. Employees may accumulate sick days at the rate of two (2) days on July 1 of each year and an additional day on the last day of each month for a total of fourteen (14) sick days per year, with no limit on the number that may be accumulated.

B. Upon an employee's retirement, the City shall pay him the cash equivalent of one day's pay at the employee's normal rate for each sick day accumulated up to a maximum of one hundred seventy (170) days.

C. Upon an employee's death, the City shall pay to his heirs, beneficiaries, or estate, the cash equivalent of one day's pay at the employee's normal rate for each sick day accumulated up to a maximum of one hundred (100) days.

D. Upon an employee's separation for any other reason, the City shall pay him the cash equivalent of one day's pay at the employee's normal rate for each sick day accumulated up to a maximum of fifty (50) days.

CITY LAST BEST OFFER:

1. City proposes no change to 17.2 A. through 17.2 D. of Collective Bargaining Agreement.

2. City proposes to change Section 17.2 E. of Collective Bargaining Agreement.

17.2: Sick Days.

A. Employees may accumulate sick days at the rate of two (2) days on July 1 of each year and an additional day on the last day of each month for a total of fourteen (14) sick days per year, with no limit on the number that may be accumulated.

B. Upon an employee's retirement, the City shall pay him the cash equivalent of one day's pay at the employee's normal rate for each sick day accumulated up to a maximum of one hundred seventy (170) days.

C. Upon an employee's death, the City shall pay to his heirs, beneficiaries, or estate, the cash equivalent of one day's pay at the employee's normal rate for each sick day accumulated up to a maximum of one hundred (100) days.

SICK LEAVE, CONTINUED:

D. Upon an employee's separation for any other reason, the City shall pay him the cash equivalent of one day's pay at the employee's normal rate for each sick day accumulated up to a maximum of fifty (50) days.

E. Any sick days used by an employee twelve (12) months prior to his retirement shall be deducted from his or her paid sick bank (See paragraph B). Provided, however, that this deduction from the above paid sick bank will not occur for days used while the employee is actually in a hospital.

AWARD:

The Last Best Offer of the Union is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

GUN ALLOWANCE

UNION LAST BEST OFFER:

The Union's last offer is to retain the status quo, found in Article XII, Section 13.5, which is reproduced below:

13.5: Gun Allowance: Each employee will receive a gun allowance the first week of August of \$365.00.

CITY LAST BEST OFFER:

City proposes to change Gun Allowance, Section 13.5 effective July 1, 1983 (second year of Contract). The current language of the above Section will remain in effect until June 30, 1983.

A. Each employee will receive a gun allowance the first week of August of \$365.00 for 1982 - 1983.

A. (1) - Effective July 1, 1983, the City shall no longer require as a condition of employment, that an employee carry a weapon while off duty. As of July 1, 1983, a police officer shall not be considered to be on duty unless working an assigned shift or called in for overtime or special assignment.

Therefore, the gun allowance will no longer be paid.

AWARD:

The Last Best Offer of the Union is adopted.

CONCUR:

DISSENT:

[Signature] Richard Curtis
[Signature]

LAST BEST OFFER

VACATIONS

UNION LAST BEST OFFER:

The Union made no Last Best Offer with regard to this issue.

CITY LAST BEST OFFER:

The City proposes no change in Collective Bargaining Agreement (Police Officers).

17.1: Employees are eligible for two (2) vacation periods each year. Each period is for ten (10) working days. The summer vacation period shall extend from April 1 through September 30. The winter vacation period shall extend from October 1 through March 31.

A. The choice of vacation days shall be by rank and seniority within each patrol shift and bureau.

B. Employees with at least five (5) years of service shall be granted one (1) extra vacation day each year.

C. Employees with at least ten (10) years of service shall be granted three (3) extra days each year.

D. Employees with at least fifteen (15) years of service shall be granted five (5) extra vacation days each year.

E. Employees with at least twenty (20) years of service shall be granted seven (7) extra vacation days each year.

F. Employees with at least twenty-five (25) years of service shall be granted nine (9) extra vacation days each year.

G. The employee's anniversary date of hiring shall determine when he is eligible for the extra vacation days. The extra vacation may be applied to either the summer or winter vacation, or both.

AWARD: The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

CLEANING ALLOWANCE/UNIFORM ALLOWANCE - CADETS

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XVIII, Section 18.13, effective July 1, 1982, to read as follows:

18.13: Police Cadets shall be supplied uniforms by the City of Allen Park and shall receive \$175.00 annual cleaning allowance, paid in equal sums in August and February.

CITY LAST BEST OFFER:

City proposes no change to Collective Bargaining Agreement.

18.13: That the Police Cadets shall be supplied uniforms by the City of Allen Park and shall receive \$150.00 for cleaning payments to be equal sums in August and February.

AWARD: The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

VACATIONS - CADETS

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XVIII, Section 18.18, Subsection A to read as follows:

A. Vacations: That a Police Cadet is eligible for five (5) paid vacation days after the first six (6) months of service and an additional five (5) paid vacation days at the end of the second six (6) months of service for a total of ten (10) paid vacation days per year.

Effective July 1, 1983, a Police Cadet is eligible for seven (7) paid vacation days after the first six (6) months of service and an additional seven (7) paid vacation days at the end of the second six (6) months of service, for a total of fourteen (14) paid vacation days per year.

CITY LAST BEST OFFER:

The City proposes no change to Collective Bargaining Agreement.

18.18: That a Police Cadet is eligible for five (5) paid vacation days after the first six (6) months of service and an additional five (5) paid vacation days at the end of the second six (6) months of service for a total of ten (10) paid vacation days per year.

AWARD: The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

PERSONAL DAYS - CADETS

UNION LAST BEST OFFER:

The Union's offer is to modify Article XVIII, Section 18.18 as follows:

18.18: That a Police Cadet's eligibility for vacation, sick days and personal days shall be as follows:

A. Vacations. (Subject to award on Union's issue of vacations for cadets).

B. Sick Leave. (Status quo).

C. Personal Days. Effective July 1, 1983, Police Cadets shall be entitled to take off two (2) personal days between July 1 and June 30, inclusive, each year. Personal days may be taken off in half-day increments (four hours at a time). Personal days may not be accumulated from one year to the next.

CITY LAST BEST OFFER:

City proposes no change to Collective Bargaining Agreement.

Personal Days: There is no section in the Contract that deals with personal days.

AWARD: The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

WAGES - CADETS

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XVIII, Section 18.11 to read as follows:

18.11: Police Cadet Salaries.

A. Effective July 1, 1982, there shall be a 6.5% across-the-board increase for all Police Cadets for each step from "starting pay" through "after two years" applied to the Annual Base Salary Rates in effect on June 30, 1982.

B. Effective July 1, 1983, there shall be a 5.75% across-the-board increase for all Police Cadets for each step from "starting pay" through "after two years" applied to the Annual Base Salary Rates in effect on June 30, 1983.

CITY LAST BEST OFFER:

The City proposes to change the Collective Bargaining Agreement as follows:

Wages:

That the annual base salary rates after the 1982 C.O.L.A. roll-in that each of the salary steps be increased by 4.4% commencing July 1, 1982 to June 30, 1983.

That the annual base salary rates shall be increased by 2% commencing July 1, 1983, to June 30, 1984.

Resulting in the following annual base salary rates:

	<u>7-1-82/6-30-83</u>	<u>7-1-83/6-30-84</u>
Starting Pay	\$10,780	\$10,995
After six months	\$11,415	\$11,643
After one year	\$12,050	\$12,291
After two years	\$12,313	\$12,559

AWARD: The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

LAST BEST OFFER

POLICE CADET PROGRAM

UNION LAST BEST OFFER:

The Union's last offer is to modify Article XVIII, Section 18.3 to read as follows:

18.3: That a Police Cadet's age requirement and term of service shall be governed by Act 78, specifically MCLA 38.521, except that effective January 1, 1983, said term of service shall be extended to six (6) years.

CITY LAST BEST OFFER:

City proposes no change to Collective Bargaining Agreement.

18.3: That a Police Cadet's age requirement and term of service shall be governed by Act 78, specifically MCLA 38.521.

AWARD:

The Last Best Offer of the City is adopted.

CONCUR:

DISSENT:

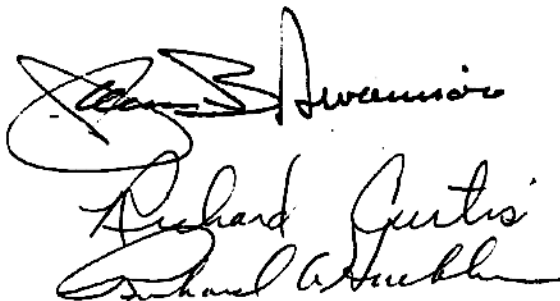
STIPULATED AWARD 1

JURY DUTY

The parties agree to add the following language to the 1982-1984 Collective Bargaining Agreement:

Jury Duty. An employee called for Jury Duty shall be granted leave of absence for the time spent in such service and shall be paid a sum equal to the difference between his/her normal salary and payment for Jury Duty.

AWARD: The above provision is awarded by way of Stipulation of the parties.


Richard Curtis
Richard A. Hubble

STIPULATED AWARD 2

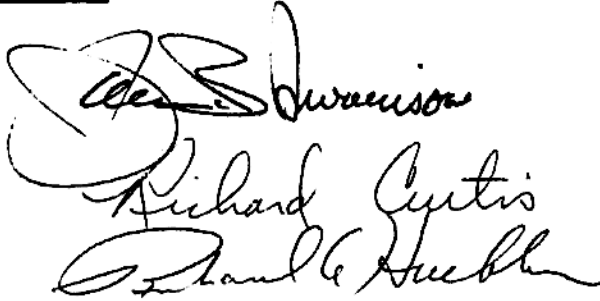
WORKING CONDITIONS - VEHICLE MILEAGE

The parties agree to add the following language to the 1982-1984 Collective Bargaining Agreement:

Article XII - Working Conditions.

Section 12.10: The City shall solicit bids for a new patrol car whenever an old patrol car reaches 60,000 mileage. The City agrees that any patrol car determined unsafe for patrol use will be removed from such duty. Determination to be made by the Chief of Police.

AWARD: The above provision is awarded by way of Stipulation of the parties.


Richard Curtis
Paul G. Hubbs

STIPULATION


This Stipulation is hereby entered by and between the City of Allen Park (hereinafter "the City") and Allen Park Police Officers Association, Unit I (hereinafter "the Union"), in connection with MERC Case No. D82 E-2821, being a compulsory interest arbitration under 1969 PA 312, MCLA 423.231, et seq., as amended, chaired by the Honorable John B. Swainson. This Stipulation is made at the request of the Chairman.


IT IS HEREBY STIPULATED AND AGREED as follows:

With respect to the Last Offers of Settlement submitted by the Union on the issues of Survivor Option for Hospitalization, Dental and Optical Insurance, it is not intended that such coverage be provided to a spouse who remarries, but only to a spouse who remains unmarried, and to those dependents who are eligible under said insurance plans.

PAGNUCCO & KRUSE

MARSTON, SACHS, NUNN, KATES,
KADUSHIN & O'HARE, P.C.

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ATTACHMENT "A"