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State of Michigan
Department of Labor
Michigan Employment Relations Commission

Act 312 Compulsory Arbitration Panel

Police Officers Labor Council and Clawson
Patrol Officers Association,

Petitioner,

City of Clawson

Employer.

MERC Case No. D95 A-0038

Date of Hearing: July 30, 1996

Panel: Jerold D. E. Lax, Chairman of the Panel
Brad A. Rayle, City Delegate
Michael Somero, Police Officers' Labor Council Delegate

Clawson, City of

OPINION AND AWARD

Factual Background

These proceedings were commenced pursuant to the provisions of Michigan statute entitled "Compulsory Arbitration of Labor Disputes, Policemen and Firemen," being Act 312 of the Public Acts of 1969, as amended. This decision and Award is made and entered pursuant to the provisions of said Act 312, as amended.

The parties commenced bargaining, and then proceeded to mediation, on various dates during 1995 and 1996. The Police Officers Labor Council ("Union") filed its Petition on or about January 25, 1996, and the City of Clawson ("City" or "Employer") responded in writing to the Petition for Arbitration.

Notice of Appointment of Jerold Lax as Chairman of the Panel was made by letter dated February 27, 1996. The Chairman then contacted the parties and scheduled a pre-arbitration conference by telephone call. A hearing was scheduled for July 30 and July 31, 1996, at the City's administration offices. At that hearing, both parties were represented by counsel, the Union by Kenneth W. Zatkoff, and the Employer by Brad A. Rayle. Counsel for the parties agreed to submit the matter to the Panel, based on exhibits prepared by the parties, and the stipulations of the parties, all of which were set forth on the record at the hearing held on July 30, 1996.

In its Petition, the Union indicated the following subjects as Union issues:

1. Holidays
2. Shift schedules
3. Pension
4. Shift differential
5. Wages/retroactivity
6. 10 hour shift
7. School liaison/special assignments

In its Response to the Union's Petition, the City indicated the following issues:

1. Management responsibilities
2. Hospitalization and medical benefits
3. Personal days and probationary employee benefits
4. Court time/call back time
5. Sick leave
6. Educational benefits
7. Overtime

At the hearing on July 30, 1996, the Union withdrew the following issues:

1. Shift differential
2. 10 hour shift

At the hearing on July 30, 1996, the City withdrew the following issues:

1. Management responsibilities
2. Hospitalization
3. Personal days (except for the issue of probationary employees)
4. Court time/call back time
5. Sick leave (except for probationary employees)
6. Overtime

The following issues were stipulated to by both the City and the Union as those which shall be included in this Award:

1. Holidays
2. Shift schedules
3. Pension
4. Wages
5. School liaison / special assignments
6. Probationary employees benefits
7. Educational benefits

It was further stipulated that each party would submit its Last, Best Offer on or before August 9, 1996, and the parties waived the submission of Post-Hearing Briefs. The Chairman received the Last, Best Offers, and distributed them to the other Panel members.

The parties waived the time requirement for issuance of an Award, due to the complexity of the matter, the volume of material and exhibits, the conflict in schedules, and other matters.

Award

Both parties submitted to the Panel evidence concerning the City of Clawson and the wages and benefits of its employees, as well as evidence concerning comparable communities, in which the subjects of wages, hours, conditions of employment, population, land area, Department composition, officers per square mile, officers *per capita*, and other demographics and statistics were set forth. The Panel has reviewed all materials in light of the following factors contained in Section 9 of the Act:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices of goods and services, commonly known as the cost of living.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in 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.

Based upon this review, and in particular upon the data relating to wage levels and extent of employee contribution to pension benefits in comparable situations, the panel makes the following award.

The Employer and Union delegates requested that they be permitted to accept or reject the Awards hereinafter set forth on an individual issue-by-issue basis. The Arbitration Panel determined that the members may do so by affixing their signature after the Award in each issue, and indicating the acceptance or rejection of each issue.

1. Wages (economic)

Union's last, best offer:

Year of contract:

1995/96 4% wage increase across the board

1996/97 3.5% wage increase across the board

1997/98 3% wage increase across the board

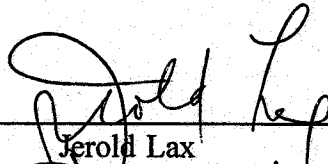
all wage increases to be retroactive to July 1, 1995

Employer's last, best offer:

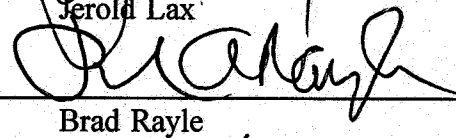
Year of contract -
1995/96 3% wage increase across the board
1996/97 3% wage increase across the board
1997/98 2% wage increase across the board
Wage increase to be retroactive only to July 1, 1996

The Panel is persuaded that the Employer's proposals for the 1995/1996 and 1996/1997 contract years, and the Union's proposals for the 1997/1998 contract year, and retroactivity of all wage increases, are supported by the competent, material, and substantial evidence on the whole record. Accordingly, having given due consideration to the applicable § 9 factors, the Panel awards the Employer's proposals on wages for the 1995/1996 and 1996/1997 contract years, and the Panel awards the Union's proposals on wages for the 1997/1998 contract year, and for all retroactivity of wage increases.

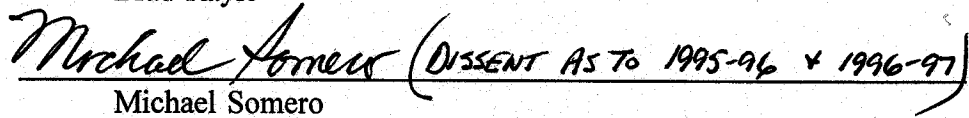
Accept:


Jerold Lax

Accept:


Brad Rayle

Reject:

 (DISSENT AS TO 1995-96 & 1996-97)
Michael Somero

2. Pension (economic)

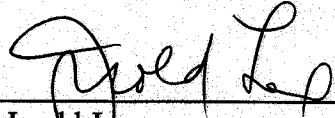
Union's last, best offer:

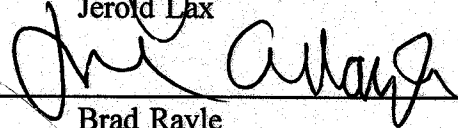
Amend Article 31 to read as follows:
Effective 07/01/97 an employee who has 25 years of service with the City, and who has reached the age of 50 may, at his or her option, retire with full pension (F-50/25).

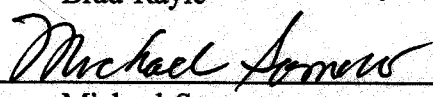
Employer's last, best offer:

Beginning July 1, 1997, add pension benefit of F50/25 with employees making 1.5% contribution towards benefits.

The Panel is persuaded that the Employer's proposal is supported by the competent, material, and substantial evidence on the whole record. Accordingly, having given due consideration to the applicable § 9 factors, the Panel awards the Employer's proposal on pension.

Accept: 
Jerold Lax

Accept: 
Brad Rayle

Reject: 
Michael Somero

3. Holidays (economic)

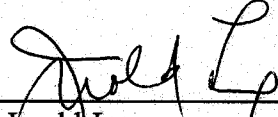
Union's last, best offer:

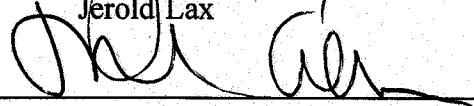
Beginning contract year effective July 1, 1996, add Easter Sunday as holiday in Section 1 of Article 10 of Collective Bargaining Agreement.

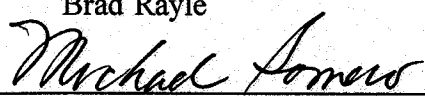
Employer's last, best offer:

Beginning contract year effective July 1, 1996, add floating holiday to list of holidays set forth in Article 10, Section 1 of Collective Bargaining Agreement

The Panel is persuaded that the Employer's proposal is supported by the competent, material, and substantial evidence on the whole record. Accordingly, having given due consideration to the applicable § 9 factors, the Panel awards the Employer's proposal on holidays.

Accept: 
Jerold Lax

Accept: 
Brad Rayle

Reject: 
Michael Somero

4. Shift Schedules (non-economic)

Union's last, best offer:

Add following language to Article 25, Section 4:

Such assignments shall not be used for disciplinary purposes.

Employer's last, best offer:

Status quo

The Panel is persuaded that the Union's proposal is supported by the competent, material, and substantial evidence on the whole record. Accordingly, having given due consideration to the applicable § 9 factors, the Panel awards the Union's proposal on shift schedules.

Accept:


Jerold Lax

Accept:


Michael Somero

Reject:


Brad Rayle

5. School liaison/special assignments (non-economic)

Union's last, best offer:

Add following Section 5 to Article 25 of Contract:

Special assignments shall be for a period of five years, but may be terminated at any time by mutual agreement between the assigned employee and the Chief of Police. Upon expiration of the five year term, the special assignment shall be placed up for bid. The Chief of Police shall select, in his discretion, the most qualified applicant for the position. In the event there are no applicants for a special assignment, the Chief shall have the right to assign an officer of his choice.

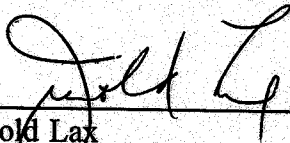
Employer's last, best offer:

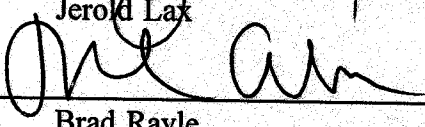
Add following Section 5 to Article 25 of Contract:

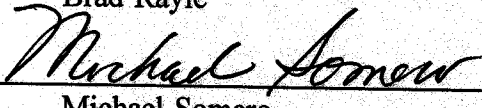
Special assignments shall be made for a period of five years, but may be terminated at any time by mutual agreement between the parties or by the Chief of Police. Upon expiration of the five year term, the chief shall post the assignments for ten (10) calendar

days. Any interested patrol officers shall indicate in writing their desire to be considered for the position. The Chief of Police shall select, in his discretion, the most qualified applicant for the position. In the event there are no applicants or none the Chief finds suitable for the special assignment, the Chief shall have the right to assign a patrolman of his choice. The Chief may also assign any officer previously assigned to the special assignment.

The Panel is persuaded that the Employer's proposal is supported by the competent, material, and substantial evidence on the whole record. Accordingly, having given due consideration to the applicable § 9 factors, the Panel awards the Employer's proposal on school liaison/special assignments.

Accept: 
Jerold Lax

Accept: 
Brad Rayle

Reject: 
Michael Somero

6. Probationary employees (economic)

Union's last, best offer:
Status quo.

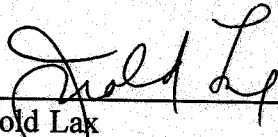
Employer's last, best offer:


Add the following language to the appropriate section of the Collective Bargaining Agreement:

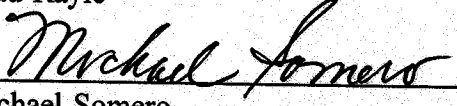
Probationary employees shall not be permitted to take any paid time off during the first six months of their probationary period, except for holidays earned. Probationary employees shall accrue paid sick leave the same as all other members of the bargaining unit, except probationary employees may not use any paid sick leave until after they have completed the first six months of their probationary period. Probationary employees shall not receive any personal business days until the second six months of their probationary period. Upon completion of six months, probationary employees shall receive three personal business days to use during

the remaining six months of their probationary period. Probationary employees shall earn vacation during their probationary period, but may not take such vacation until after completion of their probationary period. Probationary employees shall not be entitled to paid funeral leave until they have completed their probationary period.

The Panel is persuaded that the Employer's proposal is supported by the competent, material, and substantial evidence on the whole record. Accordingly, having given due consideration to the applicable § 9 factors, the Panel awards the Employer's proposal on probationary employees.

Accept: 
Jerold Lak

Accept: 
Brad Rayle

Reject: 
Michael Somero

7. Educational benefits (economic)

Union's last, best offer:

The Union proposes that a new Section 2 be added to Article 23, which provides as follows:

Section 2. Employees hired after July 1, 1996, shall not be entitled to receive \$250 per year for an AA degree (or 60 hours) as provided in Section 1 above.

Employer's last, best offer:

In Article 23, Section 1, cap all benefits for current employees, and eliminate for all employees hired after July 1, 1996.

The Panel is persuaded that the Union's proposal is supported by the competent, material, and

substantial evidence on the whole record. Accordingly, having given due consideration to the applicable § 9 factors, the Panel awards the Union's proposal on educational benefits.

Accept:


Jerold Lax

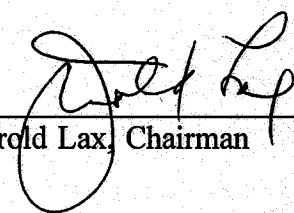
Accept:


Michael Somero

Reject:


Brad Rayle

This award is issued on 11/13, 1996.


Jerold Lax, Chairman