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STATE OF MICHIGAN

EMPLOYMENT RELATIONS COMMISSION

Act No. 312 Arbitration Proceeding
In the matter of:

TOWNSHIP OF CLINTON

FILE COPY

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN (Dispatch Unit)

MERC Case No. D84 C-849

PANEL MEMBERS:

James N. Canham, Chairman

Richard Rosin, Employer Designee

Gordon Evans, Union Designee

APPEARANCES:

Charles R. Towner and Associates

37211 Harper

Mt. Clemens, Michigan 48042

(By: Charles R. Towner, Esq.)

Appearing in behalf of the Township of Clinton

William Birdseye, Treasurer

Police Officers Association of Michigan

28815 W. Eight Mile Rd.

Suite 103

Livonia, Michigan 48152

Appearing in behalf of the Police Officers Association
of Michigan

OPINION AND AWARD

The undersigned arbitrator, James N. Canham, was
appointed Chairman of the Arbitration Panel by the Employment

Relations Commission pursuant to its authority under Public Act 312 of 1969, as amended. On Thursday, September 29, 1984 the parties participated in a pre-hearing conference. The results of this pre-hearing conference were made part of a letter dated September 29, 1984 addressed to the parties. The Summary included the schedule of outstanding issues and was accepted by the parties. Hearings on these matters were conducted at the office of the Michigan Employment Relations Commission on December 3, 1984 and January 15, 16 and 30, 1985. In addition, meetings among the delegates were held shortly thereafter.

At the pre-hearing conference the parties identified some nineteen (19) outstanding issues.

Prior to the submission of the Employers' and Union's final offer of settlement, the parties stipulated to the following matters:

(1) Duration - The parties have agreed to a three year contract commencing April 1, 1982 and expiring March 31, 1985.

After the close of the testimony the parties submitted their last offers of Settlement. In accordance with the time limitations established by the Chairman, the parties submitted comprehensive briefs in support of their final offers.

By letter, Counsel for the Township wrote the undersigned Chairman and objected to the Union's inclusion in its brief of statistical information not available at the time of Hearing and updating wage information for two comparables. The

Employer had maintained that the inclusion of additional evidence or updating wage figures or changing exhibits after the formal Hearing is completed is improper argument and improper information to be contained within a brief.

This submission is merely an update of the admitted evidence that the Union wishes to present to the Panel in its attempt to persuade the Panel concerning the comparability of this community. No new evidence per say is being presented which would be improper. This evidence amounts to an amplification or update of evidence already received.

A majority of the Panel has decided to consider the evidence offered by the Union.

STATUTORY CRITERIA:

Section 9 of Act 312 sets forth factors to be used by the Panel in findings, opinions and orders.

The factor of "the lawful authority of the Employer" has been stipulated to.

The second factor, "stipulation of the Parties" will be recognized, where applicable, especially in reference to matters resolved by stipulation during the hearing.

Act 312 also lists as criteria upon which the Panel must base its award, "the interests and welfare of the public and the financial ability of the unit of government to meet those costs". This issue is commonly referred to "ability to pay".

The Township has not specifically relied on an inability to financially meet the demands of the Union.

Section 9 of the Statute requires the Panel to consider the "cost of living" in its deliberations. The Panel has examined, in particular, documentary evidence in the form of Consumer Price Indexes.

Finally, the statute requires the Panel to consider the overall compensation presently received by the Employees including direct wage compensation and all other benefits received; changes in the foregoing circumstances during pendency of the arbitration proceedings, and "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."

COMPARABLE COMMUNITIES:

The Union and the Employer agree the Communities of Warren, Sterling Heights, St. Clair Shores and Roseville are comparable to Clinton Township. The Union has used twelve (12) additional Communities as comparables on the basis they assert that they are Communities within Oakland, Wayne and Macomb Counties with a 1980 census population of over Fifty Thousand

(50,000) and has been submitted and utilized as comparables concerning the Clinton Township Police Officers 312 proceedings.

This leaves the appropriateness as comparables to the Communities of East Detroit, Macomb County, Mt. Clemens, Shelby Township and Utica.

The Employer asserts these Communities were the most homogenous to Clinton Township by bordering thereon or was in Macomb County south of Hall Road. The Employer goes on to point out that Clinton Township is a general law Township with a tax base limited to One Million (\$1,000,000.00) Dollars as allocated by the County Tax Allocation Board and finds it difficult to perceive true comparables when all of the comparables are either home rule cities of the fourth or fifth class or chartered townships with taxing powers according to their charters.

A majority of the Panel is of the belief that a comparable with Police Officers as dispatchers, although not the same as a comparable where civilians are dispatchers, may not be discarded for that reason alone. It appears to a majority of the Panel that the choice of the Union to use the comparables that they did, strictly on the grounds that they had used these comparables for the Police Officers, would not be appropriate for the dispatchers, however, may be comparable for other reasons.

It is the decision of a majority of the Panel that the population, land size, Gross 1984 State Equalized Valuation and deviation of the S.E.V. by calculating S.E.V. per capita as the

relative amount of tax base per citizen of Clinton Township, rank at mid range and overall evalutaion with the sixteen (16) Municipalities submitted by the Union are accepted as comparables.

A majority of the Panel find the balance of the Communities urged by the Employer being as the Employer asserts, homogenous to Clinton Township are valid comparables to Clinton Township and it is left for the Panel to determine the weight to be attributed to their comparability.

ISSUES:

I. WAGE:

The Union requests a 7% across the board increase for all steps of the Police Dispatcher classification for the first year retroactive to April 1, 1982, a 3% across the board increase for all steps of the Police Dispatcher classification for the second year retroactive to April 1, 1983, and a 3% across the board increase for all steps of the Police Dispatcher classification for the third year effective April 1, 1984.

The Employer offers 4% for the first year, 3% for the second year, and 3% for the third year.

The Union's 7%, 3% and 3% request is based on the award to Clinton Township Police Officers over the same contract period. The record is replete with examples.

Using Police Dispatcher at top step, since the greatest number of employees occur at that step, a comparison of the final offers of the parties may be made:

| | <u>Present</u> | <u>4-1-82</u> | <u>4-1-83</u> | <u>4-1-84</u> |
|----------|----------------|---------------|---------------|---------------|
| Union | \$18,225 | \$19,501 | \$20,086 | \$20,688 |
| Township | \$18,225 | \$18,954 | \$19,523 | \$20,108 |

Documentary evidence submitted at the Hearing comparing the base wage figure for Dispatchers in Clinton Township with annual rates earned by Dispatchers in comparable communities reveals that Clinton Township is mid range as compared to the other Communities and the adoption of the Union's wage proposals would result in the Dispatchers being highly ranked in the comparables.

The Panel has considered the foregoing arguments and has determined to adopt the proposal of the Union's 7% for the first year of the contract and the Employer's last offer of 3% and 3% for the remaining two years on the contract. The majority of the Panel believe that a Clinton Township Dispatcher should receive a differential over area Dispatchers due to their additional responsibilities and duties.

AWARD:

Unions 7% for first year of contract and Employers 3% and 3% for second and third year.

II. PENSION/LEVEL OF PLAN:

The Union seeks to improve the level of Pension Plan for Police Dispatchers from MERS C-1 to MERS C-2 with a B-1 Base effective March 31, 1985 - the last day of the three year contract.

On the other hand the Employer seeks to maintain the status quo.

The present C-1 Plan which is in effect for the Dispatchers describes a level of plan where 1.2% of the first Four Thousand Two Hundred (\$4,200.00) Dollars of salary plus 1.7% of all salary over Four Thousand Two Hundred (\$4,200.00) Dollars multiplied by the number of years would determine the retirement benefits for a person wishing to retire at age sixty (60) with ten (10) years of service.

Both parties agree that the C-1 level Plan is the plan now in existence. The Union proposes a C-2 level Plan with a B-1 base which would give a retirement benefit based on 2% of ones compensation up to forty (40) years.

A majority of the Panel believes the present C-1 Pension Plan is adequate, fair and economically feasible by the Township and should be maintained.

AWARD:

Maintain Status Quo.

II. PENSION/NORMAL RETIREMENT AGE:

The Union seeks to lower the normal retirement age from age sixty (60) to fifty-five (55) with fifteen years of service by award of the MERS 47 (f) wavier. The Employer seeks to maintain the status quo.

A majority of the Panel believe the present C-1 Pension Plan is adequate, fair and economically feasible by the Township and should be maintained.

AWARD:

Maintain Status Quo.

III. PENSION/ESCALATOR PROVISION:

The Union seeks to add the E-2 Escalator Provision for future retirees commencing March 31, 1985. The Employer rejects this proposal. A majority of the Panel will reject the proposal.

IV. WORKMANS COMPENSATION OFFSET:

The Union has recognized that the Police Officers have the 80% limitation and it does not wish to be inconsistent with its equity arguments relative to the Police Officers' pattern. Since the contract will be expired from the time the award is issued and the parties will immediately begin bargaining for a new contract to commence April 1, 1985, the Union believes the Panel should maintain the status quo but urges the parties to settle the issue once negotiations begin. The position of the

Union has been adopted by a majority of the Panel.

AWARD:

Maintain Status Quo.

V. CIVIL SUITS ATTORNEY AND TERMINATION OF EMPLOYMENT:

The same problem of the April 1, 1985 effective date exists for these proposals by the Employer. The Panel, to be consistent, maintains the status quo. It again urges the parties to reach an agreement for the upcoming negotiations.

A majority of the Panel adopts the status quo.

AWARD:

Maintain Status Quo.

VI. PERMANENT SHIFTS:

The Union wishes to codify the present practice of inclusion in the proposed contract language which is identical to that of the Police Officers. Since this is a non-economic issue, the Panel may ammend the affected date should the award be issued after March 31, 1985.

A majority of the Panel adopts the position of maintaining the status quo rejecting any changes, additions or deletions to the present contract regarding this issue.

AWARD:

Maintain Status Quo.

VII. UNEXCUSED TIME FOR UNION BUSINESS:

The Employer seeks to limit to one half hour per shift the amount of time which might be spent processing grievances or other unrecognized Union business by Union representatives. The Union urges maintenance of the status quo. The majority of the Panel have adopted the position of maintaining the status quo.

AWARD:

Maintain Status Quo.

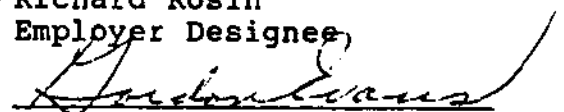


James N. Canham
Chairman

*Dissents as to June 1
1985*



Richard Rosin
Employer Designee



Gordon Evans
Union Designee

Dated: June 10, 1985