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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
STATUTORY ARBITRATION

In the Matter of:

The Arbitration between the
City of Dearborn

-and-

Police Officers Association
of Michigan

Pursuant to Act 312
P.A. of 1969, as amended.
M.E.R.C. Case No. D80-F-3241

DECISION AND AWARD

ARBITRATION PANEL:

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BACKGROUND

The Chairman of this Panel was appointed by letter dated January 8, 1981, and by agreement of the parties, a preliminary meeting was held on February 9, 1981 at which procedural matters were reviewed, economic and non-economic demands were identified and various rules of procedure adopted.

By stipulation, hearings were held on April 28, April 29, June 3 and June 4, 1981. The transcript was received on August 21, 1981 and the briefs on September 21, 1981. In the interim, Last Best Offers were filed by each party on July 1, 1981.

Each Panel Member took the required oath.

PRELIMINARY MOTIONS

At the initial hearing, the City filed four motions for consideration by the Panel.

1. Motion To Discuss Arbitration Issue For Lack of Jurisdiction
(This Motion was withdrawn on May 12, 1981 as the result of the Association's withdrawal of the issue of Union time-off)
2. Motion To Establish Comparable Communities For Section 9(d)(i) of Public Act 312 Arbitration Panel

This motion requested that the communities of Area One designated by the Michigan Municipal League, including cities with a population greater than 25,000, with full-time, paid police departments be established as the comparable cities. The Panel deferred ruling on this motion until proofs were submitted.

3. Motion To Establish Issues Submitted To Arbitration As Economic or Non-Economic.

The purpose of this Motion was to have the Panel rule that the issues of permanent shift by seniority and residency be deemed to be non-economic issues.

The parties stipulated that all issues, except shift selection, permanent shifts and Residency were economic and the Panel ruled these last issues were non-economic.

4. Motion to Consolidate The Issues of Wages and Cola for Submission as One Issue For Purposes of Each Party's Last Offer to Settlement.

This Motion was denied and the Panel ruled that each issue was to be considered separately.

ISSUES

A. The Union presented the following economic issues for decision:

- I. Wages
- II. Cost of Living Adjustment
- III. Detective Sergeant's pay
- IV. Pension-earnings penalty
- V. Pension-minimum age of retirement
- VI. Vacation - Parity with Fire Fighters II

It also presented the following as a non-economic issue:

- VII. Shift selection

The City presented the following as a non-economic issue:

VIII. Residency

It was also stipulated that the contract would be for two years, from July 1, 1980 through June 30, 1981.

It was also agreed ~~that~~ the question of retroactivity would be determined in connection with ~~each award~~.

LAST BEST OFFERS

- A. The Last Best Offer of the City is appended hereto as Appendix A.
- B. The Last Best Offer of the Association is appended hereto as Appendix B.

COMPARABLE COMMUNITIES

Analyzing the contentions of the parties as to which cities should be used as comparable communities, we find that both rely on the Report of the Michigan Municipal League for 1980 for Area I. (Ex. U-8). However, the Association cites those cities with population over 50,000 (Ex. U-8) to 100,000 while the City cites those with population over 25,000.

Yet the Association's list includes Troy and Farmington Hills (shown in the Report as having less than 50,000 population) but fails to include Ann Arbor and Lincoln Park (shown in the Report as having over 50,000 population). The Report further indicates that Troy has 63 police officers and Farmington Hills has 45, while Ann Arbor has 102 police officers and Lincoln Park has 39.

It would appear to the Panel that the size of the department is one of the most significant factors when comparisons are to be made. Based upon that factor, we find ~~that a reasonable cut-off point~~ is any city with more than 39 police officers, ~~as scheduled in the Report~~. That means that the following cities will be used as comparable communities:

- Ann Arbor
- Birmingham
- Dearborn Heights
- Farmington Hills
- Highland Park
- Lincoln Park
- Livonia
- Madison Heights
- Pontiac
- Roseville
- Royal Oak
- Southfield
- Sterling Heights
- St. Clair Shores
- Taylor
- Troy
- Warren
- Westland

Under the provisions of Act 312, the Panel is required to judge which of the last best offers on each issue "more nearly complies with the applicable factors" prescribed in Section 9 of that Act. The factors enumerated are the following:

"Sec. 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its finds, opinions and order upon the following factors, as applicable:

- (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 for 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.

Accordingly, each issue will be discussed in the light of these factors and the respective offers made thereon, compared to the data established by the record.

DISCUSSION AND AWARD

I.

WAGES

A. The Union requested a wage increase equal to 8½% across the board, effective July 1, 1980 for all employees. This would place the police officers and police corporal classifications at the following rates:

	<u>Start</u>	<u>12 mos.</u>	<u>24 mos.</u>	<u>30 mos.</u>	<u>36 mos.</u>	<u>48 mos.</u>
Police Officer	16,666	18,059	19,452	20,844	22,238	
Police Corporal						23,553

For the second year of the contract, the Union requested an increase of 7 3/4% effective July 1, 1981 resulting in a rate at the four (4) year level (police corporal) of \$25,378.

B. The City's last best offer proposes an increase of 8% for the first year, effective July 1, 1980, which places the Police officers and Police corporals rate (maximum at 4 years) at \$23,445.

For the second year, the City proposes an increase of 7%, effective July 1, 1981 which at the corporal level would be \$25,086.

C. Comparison with Comparable Communities

In order to make a proper comparison with Comparable communities, the Panel has prepared its own schedule of salaries rates and information, based upon the record, and is attached hereto as Appendix I. (Some discrepancies exist in the record, which the Panel could not finalize, but it is believed they are minimal.

1. Rank

From the foregoing summary, certain relationships can be seen:

a. As of June 30, 1980, the Dearborn basic rate (at \$21,708) ranks fourth among all 16 comparable communities and fifth among the eight of those communities which had settled their contracts: the difference between the Dearborn rate (4th) was only \$2 from Royal Oak at \$21,706.

b. As of July 1, 1980, the base rate requested by the Union (\$23,553) would rank third while the City's offered rate would rank fifth (\$23,445) as against Southfield's fourth rank of \$23,550. The difference between fourth and third is \$3, and between fourth and fifth is \$5. It cannot be said that a great change would result from the adoption of either proposal.

c. As of June 30, 1981, after adding the COLA formula proposed by each party, respectively, the Union's request (\$23,927) would rank Dearborn second to number one (Pontiac at \$24,570) while the City's offer would rank Dearborn ninth at \$23,445. Again, the City's offer would be within \$5 of the number four Community (Southfield at \$23,550,) while with the Union's request the difference between second and ninth place would be \$482.

However, among the eight communities with settled contracts, the Union's proposal would rank Dearborn first, while the City's offer would rank it seventh, and the difference would be \$482 also.

d. For the second year of the contract, as of July 1, 1981 without COLA, Dearborn would rank first among the eight communities with settled contracts under the Union's rate while the City's offer would rank it third. The difference between first (\$25,781) and third (\$25,086) would be \$695.

With COLA added, as of June 30, 1982, the Union's rate would place Dearborn second (among the eight communities with settled contracts) (\$26,155) and the City's rate would place it fifth (\$25,337), a difference of \$818.

2. Averages

	<u>6/30/80</u>	<u>7/1/80</u>	<u>6/30/81</u>	<u>7/1/81</u>	<u>6/30/82</u>	<u>% Inc.</u>
Average Rate	\$21,040	22,898 (8.8%)	23,383 (11.14%)	24,681 (17.31%)	25,099	19.3%
Dearborn	\$21,708					
Union		23,553 (8½%)	23,927 (10.22%)	25,781 (18.76%)	26,155	20.49%
City		23,445 (8%)	23,445 (8%)	25,086 (15.56%)	25,337	16.72

The foregoing chart schedules the average rates among the eight communities with settlements at the various dates of the contract. It also shows the rates of salaries as proposed by each party at these dates, respectively and finally sets forth the percentage increases at each date.

Suffice it to say that rates, at all steps, of both parties are substantially above the average rates. However, the average percentage increases are closer to those proposed by the Union than those proposed by the City.

3. Intra-City Comparisons

Another important comparison must be made with the settlements already completed with the other bargaining units of the city. These settlements are as follows:

<u>Unit</u>	<u>Wage Settlement</u>	
	<u>1980-81</u>	<u>1981-82</u>
Firefighters	6.3% plus Cola	
Teamsters	7.5%	8%
Supervisory, Technical & Professional	7.5%	8%
Clerical	7.5%	8%

The firefighters' increase resulted from a wage reopening in the second year of a two-year contract. All the others were for two-year contracts from July 1, 1980 to June 30, 1982. None except the firefighters and police units carry COLA. Based upon the current COLA formula, the effective increase for the police unit offered by the city would amount to 8% for the year '80-'81 and 7% plus COLA of 1% ($12.20 \text{ ¢ per hour} \times 2080 \text{ hrs} = \253.76), or 8% for the year '81-'82. Under the Union proposal the first year increase amounts to 10.22%, and in the second year to 9.3%.

4. Cash and Non-Cash Benefits

An argument is made that the cash and non-cash benefits (other than salary and COLA) in Dearborn are very high. An examination of the evidence indicates that cash benefits are quite comparable to such benefits in other communities. Although a detailed explanation of the non-cash benefits for Dearborn was provided (Ex. C.47) none was provided for comparable communities. Therefore, it was impossible to examine them. However, we do not believe they would be so high in Dearborn as to make a difference in the Panel's award.

5. Conclusion

An evaluation of the foregoing comparisons and the record, it is the Panel's conclusion that the City's Last Best Offer more nearly complies with the applicable factors prescribed in Section 9 of the Act.

6. Award

The Panel awards the City's Last Best Offer on Wages retroactive to July 1, 1980.

II.

COST-OF-LIVING ADJUSTMENT

The last collective bargaining agreement provided for a cost-of-living allowance determined on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) for the Detroit Area. The allowance was based on the published index for July and determined by averaging the index for the succeeding November and December and calculating the increase from the base index at .4 points equal to 1¢ per hour, with a cap of one (1%) percent of the Police Corporal rate in effect on July 1st. The one (1%) percent is estimated to be 12¢ per hour.

A. Association Proposal

The Association proposes to change the Index to the Revised Consumers Price Index for Urban Wage Earners and Clerical Workers, Detroit, Michigan, all Items, (1967=100) based on the 1972-73 Survey of Consumers, Expenditures as published by the Bureau of Labor Statistics, U.S. Department of Labor. COLA would be calculated and paid each January during the contract, instead of January only in the second year, and each year would be capped at 18¢ per hour instead of 1% of the Police Corporal base rate. The Cost of Living Adjustment is to be retroactive to July 1, 1980.

B. City's Proposal

In its Last Best Offer, the City proposes a continuation of the prior provisions, except that it be effective January 12, 1982.

C. Effect

The practical effect of the Union's proposal, translated into dollars and cents for the prospective two-year contract, the result would be as follows:

City's Proposal

First Year

Police Corporal's
Base Pay - \$23,445
Maximum COLA

-0-

Second Year

Police Corporal's
Base Pay - \$25,086
Maximum COLA
1% of base pay

\$250.86

Total \$250.86

Union's Proposal

First Year

Police Corporal's
Base Pay - \$23,553
Maximum COLA
-18¢ per hour x 2080 hours

\$374.40

Second Year

Police Corporal's
Base Pay - \$23,553
Maximum COLA
-18¢ per hour x 2080

374.40

Total \$748.80

D. Comparisons

Among the 18 comparable communities named above, eleven provide COLA payments (Pontiac has a bonus). Of these, nine have caps, three have none. (Pontiac has a fixed amount).

However, the dollar amounts vary from \$416 to \$1662. There is no uniformity in the methods of calculating that benefit. Union Exhibit 17 indicates three cities provided quarterly adjustments and four cities with annual adjustments. ~~One rolls the cited amount (\$442)~~ into the base rate at the beginning of the contract, some give lump sum payments and others roll a percentage into the base and the balance paid in a lump sum.

E. Conclusion

It is very difficult to find a definite pattern. This is probably because the amounts produced by the COLA clauses are, in fact, considered as part of the entire salary. We have noticed above that the comparison of salaries was made both with and without COLA, but the conclusions reached were made on the basis of the salaries, including COLA, so that credit has already been given for COLA. It is our conclusion, therefore, that the Last Best Offer of the City more nearly complies with the Section 9 factors of the Act.

F. Award

The City's Last Best Offer on Cost-of-Living Adjustment is awarded.

III.

DETECTIVE SERGEANT'S SALARY

A. Present Pay Program

The current labor contract, as of June 30, 1980, provided the following salary rates for:

1. Employees on the payroll 6/30/78

	<u>Start</u>	<u>12 mos.</u>
Detective Sergeant	\$22,303	\$22,900
Detective Sergeant (R.I.B.)	22,303	22,900

2. Employees hired on and after 7/1/78.

	<u>Start</u>	<u>12 mos.</u>
Detective Sergeant	\$23,641	\$24,274
Detective Sergeant (R.I.B.)	23,641	24,274

Police Sergeants in the Command Officer's Unit (a supervisory unit) receive:

Police Sergeant	\$24,127	\$24,781
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B. Association's Proposal

The Association proposes that the rates of pay for all Detective Sergeants be made equal to that of Police Sergeants, thus eliminating the distinction not only between the employees hired before and after July 1, 1978, but also between the Police Sergeant and Detective Sergeant classifications. No specific amounts are requested, only that the Detective Sergeant salary be "Equal to Police Sergeant".

C. City's Proposal

The City proposes that an adjustment be made to the base rate for Detective Sergeant of \$512 at the starting level and \$540 at the twelve month level and then calculating the proposed 8% increase for the first year of the proposed contract.

This adjustment would produce the following result:

<u>First Year</u>	<u>Start</u>	<u>12 months</u>
Detective Sergeant (6/30/80)	\$23,856	\$24,489
Special Adjustment	512	540
	<u>\$24,368</u>	<u>\$25,029</u>
Plus 8% increase	1,949	2,002
(7/1/80)	<u>\$26,317</u>	<u>\$27,031</u>

<u>Second Year</u>	<u>Start</u>	<u>12 months</u>
Detective Sergeant	26,317	27,031
Plus 7% increase	1,842	1,892
(7/1/81)	28,159	28,923

D. Issue

Actually, the parties are agreed on the principle that the salaries of Detective Sergeants and Police Sergeants should be equal. But the City wants to set a specific dollar amount, as calculated above, while the Union wants to settle the problem once and for all time simply by providing that the two classifications shall be the same.

The problem arises because the Police Sergeants are in the Command unit (a separate bargaining unit and therefore under another contract) so that when the latter contract is negotiated, whatever increase is agreed upon for the Police Sergeant may or may not result in equal pay specified above for the Detective Sergeant.

The Union argues that by simply providing that they both shall be equal sets and continues the principle of equality.

E. Conclusion

The Panel believes that since the parties are agreed upon the principle of equality, that equality should be continued, unless substantial changes in the duties and responsibilities of the positions are made. We further believe this will avoid the problem arising at each contract renewal and further that it should simplify, as well, the negotiation of rates for Police Sergeant.

F. Award

The Union's Last Best Offer on this issue is awarded, retroactive to July 1, 1980.

IV.

PENSION-EARNINGS PENALTY

A. Present Situation

Section 235.04 of Chapter 23, the Police and Fire Revised Retirement System, for Dearborn provides, in effect, that if an employee retires before attaining 55 years of age (normal retirement age) and he becomes employed elsewhere, the total of his pension and his outside earnings shall not exceed 100% of his earnings during the last year of his employment with Dearborn.

B. Union Proposal

The Association requests the deletion of this section.

C. City's Offer

The City seeks to alter the existing earnings restriction section in a manner which progressively reduces the amount of earnings restricted between age 50 and 55.

D. Comparisons

There are three Retirement programs covering City employees:

- Chapter 21 - Policemen's and Firemen's Retirement System for employees hired prior to 1956;
- Chapter 22 - for employees other than Policemen and Firefighters;
- Chapter 23 - Police and Fire Revised Retirement Plan, for employees hired after 1956.

Chapter 21 and 23 employees work side by side, but Chapter 21 provides no earnings restriction. While Chapter 23 provides the earnings restriction described above. The Union contends, and there seems to be no denial, that no other pension plan of any comparable police department contains an earnings restriction. The cost of the deletion based on retire-

ment after 25 years of service is estimated at 3.24% of payroll or about \$125,000 for the '80-'81 year.

Further, it is important to note that the employees contribute 6% of their compensation and the City contributes 15.14% of payroll. From Exhibit U-25, it appears that in 10 out of 13 comparable communities, employees contribute less than 6%, while in the other three they contribute the same or more. All of those communities contribute more than Dearborn, except three, the average being 21.45%. With the deletion, the increased cost would raise the City's contribution to 18.29%.

E. Conclusion

It appears to the Panel that the Union's Last Best Offer on this issue more nearly complies with the applicable factors of Section 9 of the Act.

F. Award

The Union's Offer is awarded, effective on this date.

V. PENSION-MINIMUM AGE OF RETIREMENT

A. Present Retirement Plan

The minimum age of retirement at present is age 50. (Section 232.01 (12) Definition of "Minimum service retirement age means age 50.")

B. Association Proposal

The Union's proposal is to delete this provision so that a member may retire when he has (i) 25 or more years of credited service in force, or (ii) attained age 55 years and shall have 10 or more years of credited service in force . . . "

C. City's Proposal

The City proposes no change.

D. Comparables

Examining the record made, we find that most of the comparable communities provide for retirement at age 50. They may be summarized as follows:

<u>Community</u>	<u>Minimum Age of Retirement</u>
Ann Arbor	50 and 20 years service
Birmingham	55 and 10 years service
Dearborn Heights	50 and 25 years service
Farmington Hills	55 and 25 years service
Highland Park	55 and 25 years service
Livonia	52 and 10 years service
Madison Heights	-0- 25 years service
Pontiac	50 and 25 years service
Royal Oak	50 and 25 years service 55 and 10 years service
Roseville	50 and 20 years service 55 and 10 years service
Southfield	50 and 25 years service
Sterling Heights	50 and 25 years service
St. Clair Shores	-0- and 25 years service
Taylor	-0- and 25 years service
Troy	55 and 27 years service 60 and 10 years service
Westland	50 and 25 years service
Warren	

Thus, we see that all such communities, except 3, require a minimum retirement age of 50 years or more, with 12 requiring 25 years or more of service.

It is also important to note that of some 144 non-supervisory employees covered by the Plan, 32 already are 50 and over, while 75 more are within four years of reaching 50. (Ex. C-60). Further, that to grant the Union's proposal would increase the 1980 employer contribution from \$580,754 to \$793,646, or an increase of 36.66%. (Ex. C-61)

Under these circumstances, we determine that the overwhelming evidence favors the city's proposal as more nearly complying with the factors enumerated in Section 9 of Act 312.

The Panel therefore, awards the City's Proposal.

VI.

VACATION BENEFITS

A. Present Program

The collective bargaining agreement between the City and the Association now provides two different vacation benefit schedules, one for employees hired on and after July 1, 1978 and the other for employees "represented by the Police Officers Association of Michigan who are on the payroll on June 30, 1978."

The first provides the following vacation schedule:

Up to 2 years of service	12 work days per year
From 2 to 4 years of service	15 work days per year
From 4 to 12 years of service	20 work days per year
After 12 years of service	25 work days per year

The second is as follows:

Up to 12 years of service	20 work days per year
After 12 years of service	An additional 1¼ work days for each quarter, to a maximum of 25

B. Association's Proposal

The Association proposes to place all employees into the second schedule, which was originally established by the Arbitration Award of

March 22, 1971. The following year (April 10, 1972) when the City proposed a reduction of the vacation allowance for new employees, the Arbitration panel denied it.

C. City's Proposal

The City's Offer is to maintain the existing schedule.

D. Comparability

The record contains no evidence regarding the vacation benefits in other jurisdictions, except as set forth in the collective bargaining agreements of the Comparable Communities. An examination of these Agreements indicates as follows:

<u>Community</u>	<u>Vacation</u>	<u>Benefits</u>
<u>Ann Arbor</u>	After 1 to 10 years After 10 to 15 years After 15 years	150 hours (20 days) 180 hours (24 days) 210 hours (28 days)
<u>Birmingham</u>	After 1 to 5 years After 5 to 10 years After 10 years	10 work days 15 work days 25 work days
<u>Dearborn Heights</u>	(No Available)	
<u>Farmington Hills</u>	<u>Employees hired prior to 7/1/79</u>	
	After 6 mos.	6 days plus 1 day for each month over 6
	After 1 year	16 days
	After 5 years	18 days
	After 6 years	19 days
	After 7 years	20 days
	After 8 years	21 days
	After 9 years	22 days
	After 10 years	23 days
	<u>Employees hired after 7/1/79</u>	
	Up to 2 years	10 days
	From 3 years	13 days
	From 5 years	15 days

Highland Park

(Not Available)

Livonia

From 1 to 5 years	20 days
After 5 to 10 years	22 days
After 10 to 10 years	24 days
After 15 years	25 days
After 20 years	27 days

Madison Heights

From 1 thru 4 years	10 days
From 5 thru 9 years	15 days
From 10 thru 14 years	20 days
From & after 15 years	25 days

Pontiac

Up to 4 years	15 days
From 5 to 9 years	20 days
From 10 to 14 years	25 days
From and after 15 years	30 days

Royal Oak

From 1 to 5 years	15 days
From 5 to 15 years	20 days
From and after 15 years	25 days

Roseville

From 1 to 13 years	20 days
From and after 13 years	5 additional days per year

Southfield

Up to 15 years	20 days
From 15 years	25 days (plus five days for each year after 15 years)

Sterling Heights

Up to 2 years	14 work days
From 2 to 3 years	16 work days
From 3 to 4 years	18 work days
After 4 years	20 work days

St. Clair Shores

(Not Available)

Taylor

(Not Available)

Troy

Up to 3 years	10 days
From 3 to 8 years	15 days
From and after 8 years	20 days

Westland

After 6 months	6 work days
From 1 to 3 years	12 work days
From 3 to 7 years	18 work days
More than 7 years	24 work days

Warren

From 1 to 10 years	20 days
From 11 years	21 days
From 12 years	22 days
From 13 years	23 days
From 14 years	24 days
From 15 years	25 days
From 18 years	26 days
From 20 years or more	27 days

E. It appears from the foregoing that five communities, out of 13, give vacation allowances similar to that requested by the Union (Ann Arbor, Livonia, Roseville, Southfield and Warren) all of the others provide a graduated schedule.

Based upon this evidence before us, we believe the City's offer more nearly complies with the factors set forth in Section 9.

F. Award

The Panel awards the City's Last Best Offer on the issue of Vacation allowance.

VII.

SHIFT SELECTION

A. Present Policy

In June, 1974, at the request of the Dearborn Police Officers Association, the Chief of Police consented to a one year trial period of a program of steady shifts beginning September 1, 1974, under which uniform officers in the patrol division would select their work shifts on the basis of seniority for a one-year trial period. Management retained the right to transfer officers to meet manpower requirements, to discipline for sub-standard performance and to prevent personal hardship. Probationary officers would not be included. An evaluation of the program was to be made in July, 1975. (Jt. Ex. 5)

In July, 1975, the Chief of Police, reporting that the experiment had shown that there had been a decrease in the number of sick days off in the patrol division, that there had been an increase in patrol officers activities, and that the Police Officers Association as well as the Lieutenants and Sergeant's Association had voted to retain steady shifts, granted permission to continue the experiment, with a change that the selection of permanent shifts would be made on September 1, 1975 and March 1, 1976, during which six month periods the officers would be frozen into such shifts. The exceptions noted above continued (Jt. Ex. 6)

It appears that the trial program has continued to date.

B. Union's Proposal

The Union now seeks to make the trial experiment permanent by including its provisions into the labor agreement. However, it seeks to eliminate shift transfers for sub-standard performance and for personal hardship.

C. City's Proposal

The City proposes that the "experimental permanent shift system should be continued on a trial basis so that problems can be further reviewed with an ultimate decision to be made as to its continuation." (Brief, pg. 38) In its Last Best Offer, however, the City proposed more specifically that it should continue the current policies of providing officers the opportunity to select shifts every six months while retaining its management prerogative of making exceptions based upon manpower needed, personal hardships, substandard performance and/or disciplinary problems.

D. Union's Contentions

The Union contends that it simply seeks to make permanent a successful experiment in effect since 1974. However, it also seeks to modify the policy by eliminating shift transfers for substandard performance and for personal hardship. It claims that officers with personal problems should be given personal counselling service to solve such problems. It also admits that the Chief is aware of the importance of this and is heading toward providing such service.

The Union further contends that shift transfers for disciplinary purposes should be deleted from the program, and that discipline should be handled under the provisions of the contract relating to discipline.

E. City's Contentions

The City, on the other hand, contends that the Union's proposal eliminates the ability of the Chief to discipline an employee by his removal from a shift, or to help out an officer who is experiencing a personal hardship, contrary to the Management Rights provision of the contract. It maintains that the Chief must retain the right to discipline an employee for substandard performance disciplinary and personal hardship reasons by removal from a shift and that the Union intends to eliminate this right. It further notes that according to Inspector Wancha's testimony, the rotating shifts method is still most prevalent.

F. Discussion

Since this is a non-economic issue, the Panel is not bound to award either of the Last Best Offers.

At the outset, it must be concluded that both parties must be quite satisfied with what they perceive to be the advantages of the permanent shift system. They have used it for seven years, which it would seem is a pretty fair test period; and they are willing to continue it, however, the union wants to eliminate some of the provisions which have been an integral part of the system, namely, the right to change an officer's permanent shift in cases of personal hardship and disciplinary action. During the seven years this right has not been denied or even questioned by the union (at least, as far as can be detected from the record).

G. Conclusion

The Panel believes that the system has been sufficiently tested, and without change, so that it has really become part of the established policy of the Department. Therefore, it should be made a formal part of the labor agreement. Any required changes which may be deemed necessary can be negotiated for the period after June 30, 1982, which is certainly not far away.

H. Award

The Panel awards the existing system of permanent shifts as part of the formal provisions of the labor agreement, as per the Union's Last Best Offer.

VIII.

RESIDENCY

A. Present Policy

The City's current policy on residency is expressed in the agreement as follows:

"All police officers hired on and after July 1, 1978 shall be required to maintain residence in the City of Dearborn. Officers hired prior to July 1, 1978 are not required to maintain residency in the City". (Rule IV, Sec. 4)

B. City's Proposal

The City proposes that the foregoing be continued but that:

"new hires before July 1, 1978 who are residents as of July 1, 1981 must maintain residency.

and "new hires before July 1, 1978 who are not residents as of July 1, 1981 but voluntarily thereafter become residents; must maintain that residency."

C. Union's Proposal

"Police officers shall not be required to maintain residency within the City of Dearborn."

D. Contentions

1. City

The primary concern of the City is "to stop the outflow of police officers." At present, more than 25% are non-residents, of which more than 70% moved out of the City after having been residents.

The City further claims that its offer is in line with the requirements placed upon all general employees (non-police and fire groups), in which non-residents are "grandfathered out" but all new hires and existing residents must maintain their residence.

2. Union

The Union's argument is that neither firefighters nor command officers in Dearborn have any residency requirement, other than that the Association Officers of each "urge their members to maintain residence within the City of Dearborn."

It further charges that the present policy imposes a dual standard among employees unions and within the bargaining unit, and that the Employer's proposal would not only perpetuate, but worsen the inequity.

E. Comparisons

1. In examining labor agreements of employees of the City, we find the following situation:

a. Teamsters

"All operative unit employees, except those working at Camp Dearborn, must maintain their residence within the City of Dearborn. Operative unit employees who are not residents on July 1, 1976 shall establish residence within a twelve (12) month period. If there are extenuating circumstances and the residency requirement a hardship on the employee he may petition the Civil Service Commission for permission to reside outside the city limits." (Art. XXXVI p. 55)

b. Supervisory, Technical and Professional Unit Residency requirement substantially the same as the City's offer." (Art. XVIII - p. 30)

c. Municipal Workers

"Residency requirements substantially the same as the City's offer."

d. Police Lieutenants and Sergeants

"Residency not a condition of employment. Officers of the Association to urge members to maintain residence in City." (Art. XIV - p. 12)

e. Firefighters

"Same as Police Lieutenants and Sergeants. (Art. XIII - p. 12)

2. Comparable Communities

a. Ann Arbor

No provision

b. Birmingham

Employees required to establish permanent residency within area described in Southeast Oakland County. New employees required to do within one year. (Art. XXX - p. 45)

c. Farmington Hills

Employees must reside within a 12-mile radius.

d. Livonia

No provision

e. Madison Heights

No provision

f. Pontiac

No provision

g. Royal Oak

No provision

h. Roseville

Employees required to reside in designated area within Macomb County and South St. Clair County (Art. XX, Sec. 7)

i. Southfield

No provision

j. Sterling Heights

Employees shall become residents within six months.

k. Troy

No provision

l. Warren

No provision

m. Westland

No provision

F. Summary

It is interesting to note that in 13 other communities, 9 make no residency provision in their contract. In Birmingham, Farmington Hills and Roseville, although they require residency, the area of residence is much broader than the city limits. Sterling Heights requires residency within six (6) months.

Many philosophical arguments can be made on either side of this issue. However, the answer must be based upon the circumstances of the particular community. No broad generalization can be applied.

At present all Dearborn police officers hired since July 1, 1978 must be residents and all those hired prior to that date need not be residents. In the last contract, a policy of requiring residency was agreed upon from and after July 1, 1978, but all prior employees were "grandfathered" or exempted from its application.

After an Executive session held among the Panelists the foregoing issue was fully considered and evaluated. The Chairman then re-examined the Transcript from which the following evidence was adduced:

1. The language of the contract for the period from July 1, 1978 through June 30, 1980 was new language that was negotiated by the parties.
2. Officers hired prior to July 1, 1978 are not required to maintain residence in the City, but all hired since then must be and remain residents.
3. Prior to 1976 officers were required to be residents of the State of Michigan. In 1976 everyone had to be a resident, at least, for 90 days, in order to secure an employment application, but there was no requirement that they had to remain residents.
4. Similar program was started in 1977 for general employee groups, where, anyone who was not a resident was "grandfathered" out, with the understanding that if they ever did move into the City they would have to maintain residency as

a condition of employment, but if they were in at the time of the Agreement they would have to maintain residency as a condition of employment.

5. At present, six (6) police officers live in Livonia, and as far Downriver as Trenton, Gibraltar and such areas. A "lot" live a tremendous long ways away - Troy, Ferndale.

(Transcript pp 494-496)

6. Of 163 employees in the bargaining unit, 22 are non-residents, who were residents when hired; 9 were non-residents when hired, moved into Dearborn and then moved out; 12 were never residents. Thus, 43 of 163 officers are now non-residents. (Ex. C-69)
7. 108 are now residents who were hired prior to July 1, 1978; but none have expressed an interest in moving out of Dearborn.
8. The Command Officers and the Fire-fighters are not required to be residents but the issue is in negotiations.
9. The City's Civil Service Commission has great interest in residency. Its permission is required to recruit non-resident employees. It has the authority to grant a waiver.

(Transcript pp 499-502)

10. It is important to note that in its last best offer the City proposes that its residency proposal become effective July 1, 1981. In other words, it believes that officers affected by this proposal have a year within which to comply. But four months of that period of exemptions have already elapsed, and within a few more months, the parties will be negotiating a new contract for the period from and after July 1, 1982.

G. Conclusion

Since this issue is non-economic, the Panel may make an award which it believes to be reasonable and proper based upon the Record and in conformity with the factors set forth in Section 9.

The City's new proposal does not further restrict any employee hired prior to July 1, 1978 unless he/she voluntarily moves into the City or is already there.

However, it is only reasonable that a distinction must be made between those already residents and those who may move in voluntarily. Employees who were "grandfathered in" have the right to move out. To take that privilege away would be unfair and discriminatory.

Furthermore, the economy of the past few years may have presented or made most difficult to exercise the right they have had to date to move elsewhere. It cannot be denied that the prospect of purchasing a new house, with unheard of interest rates and mortgaging difficulties, is and certainly since July 1, 1980 has been an awesome one and many homeowners desirous of moving into a new area have been prevented from so doing by these difficulties.

But employees who move in voluntarily do so with their eyes wide open and with knowledge of the City's policy.

Therefore, we believe that the award on this question should be as follows:

1. Employees hired prior to July 1, 1978 and now Dearborn residents shall continue to have the right to move out just as they had that right when they were "grandfathered in".
2. Employees hired prior to July 1, 1978 who are not residents but move in voluntarily must continue to remain residents.
 - a. Such employees should be made fully aware of the new policy so that they may exercise their will knowing of the consequences.

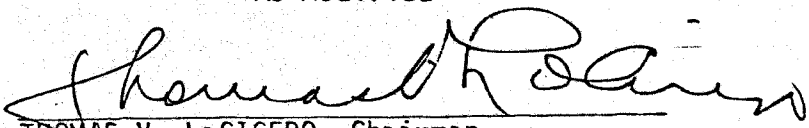
H. Award

The Panel hereby awards the foregoing as the City's award modified so that it applies to employees not now residents who move into the City after June 30, 1982.

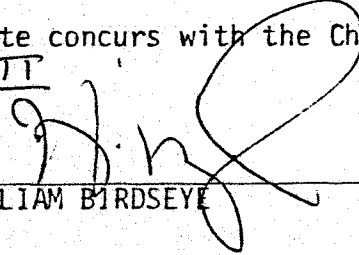
SUMMARY

Summarizing the foregoing, the following awards are made:

- | | |
|---------------------------------------|-------------|
| I. Wages - | City |
| II. Cost of Living Adjustment | City |
| III. Detective Sergeant's Pay | Union |
| IV. Pension - earnings penalty | Union |
| V. Pension - minimum age | City |
| VI. Vacation Parity with Firefighters | City |
| VII. Shift Selection | Union |
| VIII. Residency | As Modified |


THOMAS V. LOCICERO, Chairman

The undersigned Union Delegate concurs with the Chairman on the following awards. I thru VIII


WILLIAM BIRDSEYE

Dated: October 31, 1981

The undersigned City Delegate concurs with the Chairman on the following awards: I. Wages, II. Cost of Living, V. Pension - minimum age, VI. Vacation Parity.


RICHARD COX

See attached dissenting opinion of Richard F. Cox, City Delegate.

Dated: ~~October~~ , 1981
10-20-81

151

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
PA 312 ARBITRATION

In the Matter of:

CITY OF DEARBORN,

Employer,

- and -

No. D80-F-3241

POLICE OFFICERS ASSOCIATION OF
MICHIGAN,

Employee.

_____/

WILLIAM C. HULTGREN (P15255)
FRANK A. GUIDO (P32023)
_____/

OPINION OF RICHARD F. COX
CITY DELEGATE TO ARBITRATION PANEL

INTRODUCTION

Due to impasse during collective bargaining, the Police Officers Association of Michigan petitioned for compulsory arbitration pursuant to Act 312 of the Public Acts of 1969, as amended. The issues forced to arbitration by the Union are as follows:

A. Economic

1. Wages
2. Cost of Living Adjustment
3. Detective Sergeant's Pay
4. Pension - Earnings Restriction
5. Pension - Minimum Age of Retirement
6. Vacation - Parity between pre and post
July 1, 1978 hires

B. Non-Economic

1. Shift Selection

In response to the Union petition for arbitration, the City presented only one issue, being:

A. Non-Economic

1. Residency

Hearings began on the 28th and 29th of April, 1981 and were completed on the 3rd and 4th of June, 1981.

The opinion of Richard F. Cox, as hereinafter stated, concurs in part and dissents in part from the decision and award of the neutral arbitrator.

II

CONCURRENCE WITH ECONOMIC AND NON-ECONOMIC AWARDS

I hereby concur with the following decisions and awards of the neutral arbitrator:

- A. That the City's Last Best Offer on Wages retroactive to July 1, 1980 be awarded.
- B. That the City's Last Best Offer on Cost of Living Adjustment be awarded.
- C. That the City's Last Best Offer on Pension-Minimum Age of Retirement, be awarded.
- D. That the City's Last Best Offer on Vacation-Parity between pre and post July, 1978 hires, be awarded.

III

DISSENT FROM ECONOMIC AND NON-ECONOMIC AWARDS

I hereby dissent from the following decisions and awards of the neutral arbitrator:

- A. That the Union's Last Best Offer on Detective Sergeants' Pay be awarded.
- B. That the Union's Last Best Offer on Pension-Earnings Restriction be awarded.
- C. That the Union's Last Best Offer on Shift Selection be awarded.
- D. That the City's Last Best Offer on Residency as modified by the arbitrator be awarded.

I dissent from the decisions and awards of the neutral arbitrator on the aforesaid issues due to said awards being contrary to the competent, material and substantial weight of the evidence produced on the whole record.

DETECTIVE SERGEANT PAY

Though the City and the Union may, as stated by the neutral arbitrator, agree in principle to the concept that detectives be paid the same as uniform

sergeants, the City does not agree to an award which ensures nothing but ambiguity in the present and future collective bargaining posture between the City and the detective sergeants. Based on the neutral arbitrator's award, the City no longer can bargain with detective sergeants as to their pay since wage adjustments will be predicated on the scope of collective bargaining between the City and uniform sergeants, which is a totally separate and distinct unit that has not as of the date the neutral arbitrator's award was issued settled its 1980-1982 contract.

Unless and until the uniform sergeants and detective sergeants are joined in one bargaining unit, there should not be a bifurcated process whereby the contractual agreement of one unit determines the outcome of another unit.

The City disagrees with the neutral arbitrator's opinion that the award of the Union Last Offer will simplify matters. At least two initial problems are created. When the award becomes final, all police officers and corporals will receive retroactive payments, however, the detective sergeants will not be paid for they must await the contract resolution between the City and the uniform sergeants. The detectives could be faced with another year delay if the uniform sergeants seek compulsory arbitration. The second problem arises if the uniform sergeants receive a low rate of pay in exchange for enhanced fringe benefits, thereby, prejudicing the detective sergeants without recourse.

In essence, the arbitration award circumvents Section 11 of Act No. 336 of the Public Acts of 1947, as amended, known as the Public Employment Relations Act in that it makes the Dearborn Police Supervisors Association of Lieutenants and Sergeants (including uniform sergeants) the representative for collective bargaining of the detective sergeants, even

though that Union has not been duly designated or selected to represent the detective sergeants.

The City evidence reflected that the Police Officers Association of Michigan fought placement of the detective sergeants in the same unit as uniform sergeants. (T-354-359; City Ex 55) In addition, the City Last Best Offer sought parity between the detective sergeants and uniform sergeants by adding the specific dollar amount of \$512 and \$544 to the minimum and maximum rates of the detective sergeant classification. By awarding the City's Last Best Offer the concept of parity would exist without the pitfalls of one bargaining unit relying on the actions of another unit.

I respectfully dissent, therefore, from the neutral arbitrator's award of the Union Last Best Offer on the detective sergeants pay issue.

PENSION - EARNINGS RESTRICTION

The City's last offer on the issue of pension-earnings restriction establishes a tier-type format which progressively reduces the amount of earnings restricted between age 50 and 55 of the retirant. The Union last offer as accepted by the neutral arbitrator seeks total elimination of the provision.

One justification established by the neutral arbitrator in awarding the Union Last Offer is that the cost to the City of elimination of the earnings restriction is a 3.24% increase over total police payroll, thereby, elevating the City rate of contribution to 18.38%, which is below the average municipal contribution rate of comparable communities.

As per testimony of Daniel McCormick, it is erroneous to make comparisons between the contribution rate of one municipality and another without establishing the relative rates of unfunded accrued liability and

current cost. (T-427) Ann Mauer, witness for the Police Officers Association of Michigan, testified in response to the question whether the comparables communities data included unfunded accrued liability with current cost, as follows:

It's a total amount of City contributions, which, if they still have unfunded liability, is included. If they have both, it's there; if they have only one, it's there. (T-210)

Mr. McCormick further testified that in a system that has a high total contribution rate with a low current service rate, the system is costly and the pension provides few benefits to the retiree (T-427-428). On the other hand, in a system such as Dearborn's there is a lower, total contribution rate (15.14% for fiscal year 1981-1982), but with a higher current service rate (13.11% for fiscal year 1981-1982), therefore, comparison of Dearborn's system to other comparable communities, without a breakdown in those communities of unfunded accrued liability and current service, makes reliance on such data as the foundation of awarding the Union Last Offer highly suspect.

Other evidence presented by the City revealed that the concept of the earnings restriction was the result of a compromise between City and police representatives (T-417-418). In order to reduce the minimum age of retirement from 55 to 50, the earnings restriction was developed.

I, therefore, must respectfully dissent from award of the Union Last Offer on pension-earnings restriction.

SHIFT SELECTION

The Union Last Offer on shift selection clearly contravenes management's vested prerogative to direct the labor force. Since shift selection is a non-economic issue, the neutral arbitrator at a minimum should have

fashioned an award with guarantees that management's prerogatives would be preserved.

It is this panel delegate's understanding that both the neutral arbitrator as well as the Union delegate recognize that in the context of disciplinary action the Chief of Police may, without violating the award, remove an officer from a selected shift. To define the award otherwise would be inconceivable for if the Chief of Police has the right to discipline an officer by discharge, he certainly can order the lesser form of discipline being removal from a shift. The Chief must retain that right, otherwise, the award would constitute usurpation of management rights under state law.

RESIDENCY

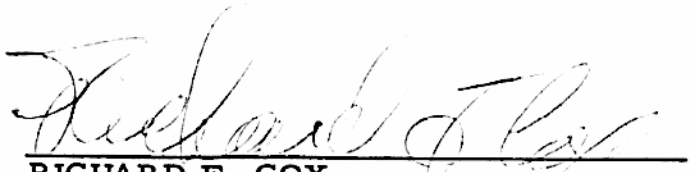
The Union Last Offer on residency sought elimination of the agreed to provision in the settled contract for the 1978-1980 period. The City requested a residency proposal which would halt the outflow of police officers (T-495, 498). The City proposal did not seek a return by any officers to the City.

The neutral arbitrator has selected the City's Last Offer on residency with extensive modification thereof. The modification requires pre July 1, 1978 hires who are not residents, but move voluntarily back into the City, to maintain residency thereafter. In addition, the award maintains the requirement that post July 1, 1978 hires be residents.

The aforesaid award fails to provide the safeguard sought by the City that existing resident police officers maintain such residency. The Union presented little, if any, testimony to support its position or to refute the City's position. The evidence clearly showed that 25% of all officers are non-residents, of which 70% had previously been Dearborn residents (City

Ex 69). In addition, the evidence showed that the City offer is similar to the current restriction on general employees of the City (T-495; City Ex 37, p 35; City Ex 38, p 30; and City Ex 39, p 20).

Based on the aforesaid evidence presented by the City and lack of evidence presented by the Union, I must respectfully dissent from the arbitrator's modified award.


RICHARD F. COX
Arbitration Panel Delegate

DATED: March 5, 1971



JOHN B. O'REILLY
MAYOR

CITY OF DEARBORN

Home Town of Henry Ford

PERSONNEL DEPARTMENT

RICHARD F. COX, DIRECTOR

June 30, 1981

CIVIL SERVICE COMMISSION

DENNIS J. CEBULSKI

Chairman

JOSEPH C. BROMLEY

Commissioner

MARY H. GAUTREAU

Commissioner

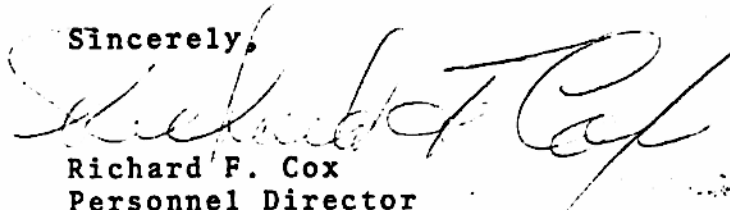
Mr. Thomas V. LoCicero
Lakeshore Office Bldg. - Suite 200
24055 Jefferson Avenue
St. Clair Shores, MI 48080

Re: Last Best Offer
Act 312 Arbitration
Case No. D80-F-3241

Dear Mr. LoCicero:

Enclosed are three copies of the City's Last Offer of Settlement. One copy for the Chairman; one for Mr. Birdseye, the Union's delegate; and one copy for Mr. Gregory, the Union's attorney.

Sincerely,



Richard F. Cox
Personnel Director

enclosures - 3

Certified Mail

I
P
M
A

MEMBER
International Personnel
Management Association

1981
ACT 312 ARBITRATION PROCEEDINGS
between
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

LAST OFFER OF SETTLEMENT

CONTRACT PERIOD JULY 1, 1980 THROUGH JUNE 30, 1982

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1981
 ACT 312 ARBITRATION PROCEEDINGS
 between
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

ISSUE: Wages

PRESENT: Rates of Compensation for Employees Hired on and After July 1, 1978
Effective January 15, 1980 through June 30, 1980 *CURRENT*

<u>No.</u>	<u>Classification Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>				
1.	Police Officer	(a)	15360	16644	17928	19211	20496
(a)	First 12 months	- Minimum rate					
	After 12 months and for 12 months	- The second step in the range					
	After 24 months and for 6 months	- The third step in the range					
	After 30 months and for 6 months	- The fourth step in the range					
	After 36 months and for 12 months	- The fifth step in the range					
	After 48 months	- Police Corporal rank provided the employee has passed a qualifying examination.					

Rates of Compensation for Employees on the Payroll June 30, 1978
Effective January 15, 1980 through June 30, 1980 *CURRENT*

<u>No.</u>	<u>Classification Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>			
1.	Police Officer	(b)	16497	17830	19161	20496
2.	Police Corporal		21708*			
(b)	First 12 months	- Minimum rate				
	After 12 months and for 6 months	- The second step in the range				
	After 18 months and for 6 months	- The third step in the range				
	After 24 months and for 24 months	- The fourth step in the range				
	After 48 months	- *Police Corporal rank provided the employee has passed a qualifying examination				
(c)	Additional compensation for Evidence Technician duties:					

There shall be a function known as Evidence Technician. Those officers performing such function shall be trained and assigned as set forth in the agreement with the Police Officers Association and such officers shall receive an additional \$3.50 per day as compensation for performing such duties.

1981
ACT 312 ARBITRATION PROCEEDINGS
BETWEEN
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

ISSUE: Wages 7-1-80

CITY OFFER

FIRST YEAR OF AGREEMENT: (8.0% increase on all salaries in effect 6-30-80).

Effective July 1, 1980 through June 30, 1981 for employees hired on and after July 1, 1978

<u>No.</u>	<u>Classification Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>				
1.	Police Officer	(a)	16589	17976	19362	20748	22136
(a)	First 12 months	- Minimum rate					
	After 12 months and for 12 months	- The second step in the range					
	After 24 months and for 6 months	- The third step in the range					
	After 30 months and for 6 months	- The fourth step in the range					
	After 36 months and for 12 months	- The fifth step in the range					
	After 48 months	- *Police Corporal rank provided the employee has passed a qualifying examination					

Effective July 1, 1980 through June 30, 1981 for employees on payroll June 30, 1978

<u>No.</u>	<u>Classification Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>			
1.	Police Officer	(b)	17817	19256	20694	22136
2.	Police Corporal		23445*			
(b)	First 12 months	- Minimum rate				
	After 12 months and for 6 months	- The second step in the range				
	After 18 months and for 6 months	- The third step in the range				
	After 24 months and for 24 months	- The fourth step in the range				
	After 48 months	- *Police Corporal rank provided the employee has passed a qualifying examination				
(c)	Additional compensation for Evidence Technician duties:					

There shall be a function known as Evidence Technician. Those officers performing such function shall be trained and assigned as set forth in the agreement with the Police Officers Association, and such officers shall receive an additional \$3.50 per day as compensation for performing such duties.

1981
ACT 312 ARBITRATION PROCEEDINGS
between
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

ISSUE: Wages 7-1-81

CITY OFFER

SECOND YEAR OF AGREEMENT: (7.0% increase on all salaries in effect 6-30-81)

Effective July 1, 1981 through June 30, 1982 for employees hired on and after July 1, 1978

<u>No.</u>	<u>Classification Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>
1.	Police Officer	(a)	17750 19234 20717 22200 23686
(a)	First 12 months	- Minimum rate	
	After 12 months and for 12 months	- The second step in the range	
	After 24 months and for 6 months	- The third step in the range	
	After 30 months and for 6 months	- The fourth step in the range	
	After 36 months and for 12 months	- The fifth step in the range	
	After 48 months	- *Police Corporal rank provided the employee has passed a qualifying examination	

Effective July 1, 1981 through June 30, 1982 for employees on payroll June 30, 1978

<u>No.</u>	<u>Classification Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>
1.	Police Officer	(b)	19064 20604 22143 23686
2.	Police Corporal		25086*
(b)	First 12 months	- Minimum rate	
	After 12 months and for 6 months	- The second step in the range	
	After 18 months and for 6 months	- The third step in the range	
	After 24 months and for 24 months	- The fourth step in the range	
	After 48 months	- *Police Corporal rank provided the employee has passed a qualifying examination	
(c)	Additional compensation for Evidence Technician duties:		

There shall be a function known as Evidence Technician. Those officers performing such function shall be trained and assigned as set forth in the agreement with the Police Officers Association, and such officers shall receive an additional \$3.50 per day as compensation for performing such duties.

1981

ACT 312 ARBITRATION PROCEEDINGS
between
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

ISSUE: Rates of Pay for Detective Sergeant and Detective Sergeant R.I.B.
PRESENT RATES:

Rates of Compensation Effective January 15, 1980 through June 30, 1980 *CURRENT*

<u>Classification Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>
Detective Sergeant	annually	23856 24489
Detective Sergeant R.I.B.	annually	23856 24489

CITY OFFER

The City offers to add \$540.00 to the maximum and \$512 to the minimum base rates for Detective Sergeant and Detective Sergeant R.I.B., which are equal to the existing base rates of the Police Sergeant. These additional amounts to be added before applying any wage increases due July 1, 1980 and July 1, 1981. The proposed rates are as follows:

FIRST YEAR OF AGREEMENT: Effective July 1, 1980 through June 30, 1981 (8% of base rate that has been adjusted by \$512.00 and \$540.00)

<u>Classification Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>
Detective Sergeant	annually	26317 27031
Detective Sergeant R.I.B.	annually	26317 27031

SECOND YEAR OF AGREEMENT: Effective July 1, 1981 through June 30, 1982 (7.0% of rates in effect June 30, 1981)

Detective Sergeant	annually	28159 28923
Detective Sergeant R.I.B.	annually	28159 28923

1981
ACT 312 ARBITRATION PROCEEDINGS
between
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

ISSUE: Cost of Living Allowance

CITY OFFER

City offers the following cost of living provisions effective January 12, 1982
(during the second year of the agreement):

(a) In addition to the rates of pay set forth for classifications in this bargaining unit, a cost of living allowance shall be determined as provided herein on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics, United States Department of Labor Statistics, United States Department of Labor (1967 = 100) for the Detroit area.

(b) The cost of living allowance shall be determined as follows:

<u>Column #1</u>	<u>Column #2</u>	<u>Column #3</u>
Base period shall be the Index published for the month of:	Increase from Base Period Determined by Average of Indexes published for following two months:	Effective the first pay period beginning in the month of:
July, 1981	November & December 1981	<u>January, 1982</u>

(c) In determining the two-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index point.

(d) The amount of increase shall be as follows:

For each .4 index fluctuation from base the amount of adjustment shall be .01¢ per hour. The maximum per hour increase shall be one (1%) percent of the Police Corporal rate in effect on July 1, 1981.

(e) When the Cost of Living Allowance is added to the base rate it shall be considered the annual rate of compensation.

NOTE { Same language as in contract 7-1-78 through 6-30-80; a one-time one year adjustment effective in January of the second year of the agreement.

1981
ACT 312 ARBITRATION PROCEEDINGS
between
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

ISSUE: Pension - Earning Restrictions to Age 55
Chapter 23 - Police Revised Retirement System

PRESENT:

Limit on Service Allowance to Age 55

235.04. If a life allowance is payable under the provisions of Section 235.01 to a retirant before his attainment of age 55 years, then in no event shall the amount of such system allowance payable to a retirant before the calendar month in which he attains age 55 years exceed: the average amount of his monthly rate of compensation for the 12 months immediately preceding retirement; less the remuneration, if any, received by him for personal services rendered by him in any gainful occupation.

CITY OFFER

The City offers the following new language to Section 235.04, which provides for a decrease of limitation on outside earnings. Such decrease is reflected in the last paragraph and to be effective July 1, 1981:

Limit on Service Allowance to Age 55

235.04. If a life allowance is payable under provisions of section 235.01 to a retirant before his attainment of age 55 years, the amount of such allowance may be reduced each month prior to the month in which the retirant attains age 55.

If the amount of the allowance, as defined under the provisions of section 235.02, plus the remuneration, if any, received by the retirant for personal services, rendered by him in any gainful occupation, exceeds the amount of his adjusted average monthly rate of compensation, the amount of such excess shall reduce the amount of the allowance otherwise payable.

The amount of the retirants adjusted average monthly rate of compensation is the average amount of his rate of compensation for the 12 months immediately preceding retirement times a factor. The factor is 1.0 plus the product of 10% times the number of complete years since retirement.

1981
ACT 312 ARBITRATION PROCEEDINGS
between
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

ISSUE: Pension - Age and Service Requirement Eligibility
 Chapter 23 - Police Revised Retirement System

PRESENT:

Age and Service Retirement Eligibility

235.01. Any member in employer service may retire with a life allowance provided for in Section 235.03 upon his written application to the board setting forth at what time not less than 30 days nor more than 90 days subsequent to the execution and filing thereof he desires to be retired; provided, that at the time specified for his retirement the member shall have either (i) attained his minimum service retirement age and shall have 25 or more years of credited service in force, or (ii) attained age 55 years and shall have 10 or more years of credited service in force, and notwithstanding that during such period of notification he may have separated from service. He shall have the right to elect an option provided for in Section 235.05.

Definitions

232.01 The following words and phrases as used in this chapter, unless a different meaning is plainly required by the context, shall have the following meanings:

(12) "Minimum service retirement age" means age 50.

CITY OFFER

The City's offer is to retain the present language as above set forth requiring 25 years of service and age 50.

1981
ACT 312 ARBITRATION PROCEEDINGS
between
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

ISSUE: Vacation

PRESENT: Effective July 1, 1978 to date

Police officers hired on and after July 1, 1978, shall be entitled to the following Vacation accumulation after completing six months of satisfactory service:

<u>Years of Service</u>	<u>Monthly Prorata Allowance That Will Total</u>
Up to 2 years of service	12 work days per year
From 2 to 4 years of service	15 work days per year
From 4 to 12 years of service	20 work days per year
After 12 years of service	25 work days per year

Police officers represented by the Police Officers Association of Michigan who are on the payroll on June 30, 1978, effective July 1, 1979 shall be entitled to the following Vacation accumulation:

Up to 12 years of service	20 work days per year (prorated 1 2/3 days per month)
After 12 years of service	Shall accumulate additional one and one-quarter (1 1/4) work days at end of each quarterly period subsequent to anniversary date. Quarterly periods to end in March, June, September and December. Total equals 25 work days per year.

CITY OFFER

The City's offer is to maintain the existing vacation schedule as set forth above.

1981
ACT 312 ARBITRATION PROCEEDINGS
between
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

ISSUE: Permanent Shifts

CITY OFFER

The City's offer is to continue the current policies of providing Officers the opportunity to select shifts every six months while retaining its management prerogative of making exceptions based upon manpower needs, personal hardships, substandard performance and/or disciplinary purposes.

1981
Act 312 ARBITRATION PROCEEDINGS
between
CITY OF DEARBORN AND POLICE OFFICERS ASSOCIATION OF MICHIGAN

ISSUE: Residence

PRESENT:

All police officers hired on and after July 1, 1978 shall be required to maintain residence in the City of Dearborn. Officers hired prior to July 1, 1978 are not required to maintain residency in the City.

CITY OFFER

Second Year of Agreement (Effective 7-1-81)

All police officers hired on and after July 1, 1978 shall be required to maintain residence in the City of Dearborn. Officers hired prior to July 1, 1978 who as of July 1, 1981 have established residence in the City of Dearborn shall be required to maintain such residence in the City of Dearborn. Officers hired prior to July 1, 1978 who as of July 1, 1981 have not established residence in the City of Dearborn shall, in accordance with Chapter 11, Section 11.6(n) of the Charter of the City of Dearborn, be granted a waiver of the residency requirement; however, if such officers have established residence in the City of Dearborn after July 1, 1981 such waiver shall be revoked and said officer shall thereafter maintain residence in the City of Dearborn.

IN THE MATTER OF
ARBITRATION UNDER ACT 312
PUBLIC ACTS OF 1969
AS AMENDED

BEFORE: THOMAS V. LO CICERO, IMPARTIAL CHAIRMAN

CITY OF DEARBORN

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

UNION'S FINAL OFFER
OF SETTLEMENT

POLICE OFFICERS ASSOCIATION OF MICHIGAN
1877 Orchard Lake Road, Suite 204
Pontiac, MI 48053
(313) 333-0911

ARBITRATION ISSUES

Economic Issues

Union

1. Wages
2. Cost of Living Adjustment
3. Pension-Earnings Penalty
4. Pension-Minimum Age of Retirement
5. Vacations-Parity Within Bargaining Unit
6. Detective Sergeants Pay

Non-Economic Issues

Union

7. Shift Selection

Employer

8. Residency

UNION ECONOMIC ISSUE #1

WAGES

PRESENT:

Article XVII, Section 1 (d), page 37.

Effective July 1, 1979 for Employees Hired on or after
July 1, 1978:

	<u>Start</u>	<u>12 mo.</u>	<u>24 mo.</u>	<u>30 mo.</u>	<u>36 mo.</u>	<u>48 mo.</u>
POLICE OFFICER	\$15,145	16,429	17,713	18,996	20,281	
POLICE CORPORAL						21,493*

Effective July 1, 1979 for Employees on the Payroll
June 30, 1978:

	<u>Start</u>	<u>12 mo.</u>	<u>18 mo.</u>	<u>24 mo.</u>	<u>48 mo.</u>
POLICE OFFICER	\$16,282	17,615	18,946	20,281	
POLICE CORPORAL					21,493*
DETECTIVE SGT.	22,303	22,900			
DET. SGT. (R.I.B.)	22,303	22,900			

*Police Corporal rank provided the employee has passed
a qualifying examination.

There shall be a function known as Evidence Technician.
Those officers performing such function shall be trained
and assigned as set forth in the agreement with the Police
Officers Association, and such officers shall receive an
additional \$ 3.50 per day as compensation for performing
such duties.

EFFECT OF JANUARY, 1980 COST OF LIVING ADJUSTMENT OF \$ 215
FOR ALL RANKS AND CLASSIFICATIONS. RESULTING BARGAINING
BASE AT JUNE 30, 1980 AS SHOWN BELOW.

Effective July 1, 1979 for Employees Hired on or after
July 1, 1978:

	<u>Start</u>	<u>12 mo.</u>	<u>24 mo.</u>	<u>30 mo.</u>	<u>36 mo.</u>	<u>48 mo.</u>
POLICE OFFICER	\$15,360	16,644	17,928	19,211	20,496	
POLICE CORPORAL						21,708*

Effective July 1, 1979 for Employees on the Payroll June 30, 1978:

	<u>Start</u>	<u>12 mo.</u>	<u>18 mo.</u>	<u>24 mo.</u>	<u>48 mo.</u>
POLICE OFFICER	\$16,497	17,830	18,161	20,496	
POLICE CORPORAL					21,708*
DETECTIVE SGT.	22,518	23,115			
DET. SGT. (R.I.B.)	22,518	23,115			

PROPOSED:

Effective July 1, 1980 for Employees Hired on or after
July 1, 1978:

(9 1/2 % increase across the board)

	<u>Start</u>	<u>12 mo.</u>	<u>24 mo.</u>	<u>30 mo.</u>	<u>36 mo.</u>	<u>48 mo.</u>
POLICE OFFICER	\$16,819	18,225	19,631	21,036	22,443	
POLICE CORPORAL						23,770*

Effective July 1, 1980 for Employees on the Payroll
June 30, 1978:

(9 1/2 % increase across the board)

	<u>Start</u>	<u>12 mo.</u>	<u>18 mo.</u>	<u>24 mo.</u>	<u>48 mo.</u>
POLICE OFFICER				22,443	
POLICE CORPORAL					23,770*
DETECTIVE SGT.	24,657	25,311			
DET. SGT. (R.I.B.)	24,657	25,311			

* Police Corporal rank provided the employee has passed a qualifying examination.

There shall be a function known as Evidence Technician. Those officers performing such function shall be trained and assigned as set forth in the agreement with the Police Officers Association of Michigan, and such officers shall receive an additional \$ 3.50 per day as compensation for performing such duties.

Effective July 1, 1981 for Employees Hired on or after
July 1, 1978:

(9 1/2 % increase across the board)

	<u>Start</u>	<u>12 mo.</u>	<u>24 mo.</u>	<u>30 mo.</u>	<u>36 mo.</u>	<u>48 mo.</u>
POLICE OFFICER	\$18,417	19,956	21,496	23,034	24,575	
POLICE CORPORAL						26,028*

Effective July 1, 1981 for Employees on the Payroll
June 30, 1978:

(9 1/2 % increase across the board)

	<u>Start</u>	<u>12 mo.</u>	<u>18 mo.</u>	<u>24 mo.</u>	<u>48 mo.</u>
POLICE OFFICER				24,575	
POLICE CORPORAL					26,028*
DETECTIVE SGT.	26,999	27,716			
DET. SGT. (R.I.B.)	26,999	27,716			

* Police Corporal rank provided the employee has passed a qualifying examination.

There shall be a function known as Evidence Technician. Those officers performing such function shall be trained and assigned as set forth in the agreement with the Police Officers Association of Michigan, and such officers shall receive an additional \$.3.50 per day as compensation for performing such duties.

Wages to be retroactive to July 1, 1980.

FINAL OFFER OF SETTLEMENT:

Effective July 1, 1980 for Employees Hired on or after
July 1, 1978:

(8 1/2 % increase across the board)

	<u>Start</u>	<u>12 mo.</u>	<u>24 mo.</u>	<u>30 mo.</u>	<u>36 mo.</u>	<u>48 mo.</u>
POLICE OFFICER	\$16,666	18,059	19,452	20,844	22,238	
POLICE CORPORAL						23,553*

Effective July 1, 1980 for Employees on the Payroll
June 30, 1978:

(8 1/2 % increase across the board)

	<u>Start</u>	<u>12 mo.</u>	<u>18 mo.</u>	<u>24 mo.</u>	<u>48 mo.</u>
POLICE OFFICER				22,238	
POLICE CORPORAL					23,553*
DETECTIVE SGT.	24,432	25,080			
DET. SGT. (R.I.B.)	24,432	25,080			

* Police Corporal rank provided the employee has passed a qualifying examination.

There shall be a function known as Evidence Technician. Those officers performing such function shall be trained and assigned as set forth in the agreement with the Police Officers Association of Michigan, and such officers shall receive an additional \$ 3.50 per day as compensation for performing such duties.

Effective July 1, 1981 for Employees Hired on or after
July 1, 1978:

(7 3/4 % increase across the board)

	<u>Start</u>	<u>12 mo.</u>	<u>24 mo.</u>	<u>30 mo.</u>	<u>36 mo.</u>	<u>48 mo.</u>
POLICE OFFICER	\$17,958	19,459	20,960	22,459	23,961	
POLICE CORPORAL						25,378*

Effective July 1, 1981 for Employees on the Payroll
June 30, 1978:

(7 3/4 % increase across the board)

	<u>Start</u>	<u>12 mo.</u>	<u>18 mo.</u>	<u>24 mo.</u>	<u>48 mo.</u>
POLICE OFFICER				23,961	
POLICE CORPORAL					25,378*
DETECTIVE SGT.	26,325	27,024			
DET. SGT. (R.I.B.)	26,325	27,024			

* Police Corporal rank provided the employee has passed a qualifying examination.

There shall be a function known as Evidence Technician. Those officers performing such function shall be trained and assigned as set forth in the agreement with the Police Officers Association of Michigan, and such officers shall receive an additional \$ 3.50 per day as compensation for performing such duties.

Wages to be retroactive to July 1, 1980.

UNION ECONOMIC ISSUE #2

COST OF LIVING ADJUSTMENT

PRESENT:

Article XVII, Section 30, page 49.

Cost of Living Allowance - Police Officers Association of Dearborn Bargaining Unit - For Contract Period beginning July 1, 1979 to June 30, 1980 Inclusive

(a) In addition to the rates of pay set forth for classifications under Section 1 (d) of this plan, a cost of living allowance shall be determined as provided herein on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics, United States Department of Labor (1967 = 100) for the Detroit Area.

(b) The cost of living allowance shall be determined as follows:

<u>Column #1</u>	<u>Column #2</u>	<u>Column #3</u>
Base period shall be the Index published for the month of:	Increase from Base Period Determined by Average of Indexes published for following two months:	Effective the second pay period beginning in the month of:
July, 1979	November & December, 1979	January, 1980

(c) In determining the two-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index point.

(d) The amount of increase shall be as follows:

For each .4 index fluctuation from base the amount of adjustment shall be .01¢ per hour. The maximum per hour increase shall be one (1%) percent of the Police Corporal rate in effect on July 1, 1979.

(e) When the cost of living allowance is added to the base rate it shall be considered the annual rate of compensation.

PROPOSED:

(a) In addition to the rates of pay set forth for classifications under Section 1 (d) of this plan, a cost of living adjustment shall be determined as follows. Calculation of such cost of living adjustment shall be made quarterly and shall be determined in accordance with increases in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, Detroit, Michigan, All Items (1967 = 100) based on the 1972-73 Survey of Consumer Expenditures as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the "Index".

(b) Cost of living adjustment shall be determined by subtracting the Index figure for the last month of the previous quarter from the Index figure for the last month of the current quarter according to the following table for each quarterly adjustment.

<u>Quarterly Adjustment Date</u>	<u>Monthly Index Figure Determining Quarterly Adjustment</u>
----------------------------------	--

First paycheck issued on
or following:

July 1st	February-May
October 1st	May-August
January 1st	August-November
April 1st	November-February

(c) The amount of cost of living adjustment at each quarterly date shall be calculated on the basis of each .3 increase in the Index shall equal 1¢ per hour and shall be added to and become base wage of each employee.

(d) In the event of advance paychecks, payroll corrections or other unusual payroll circumstances, the cost of living adjustment shall be calculated as of the date an employee would normally have been paid.

(e) In the event that the Bureau of Labor Statistics does not issue an appropriate Index figure prior to any adjustment date, any amounts required shall be paid retroactively at such time as the Index is published.

(f) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the Index by the Bureau of Labor Statistics.

(g) In the event of a discontinuance of the above named Index, the parties agree to apply to the Bureau of Labor Statistics for an alternate Index.

Cost of Living Adjustment to be retroactive to July 1, 1980.

FINAL OFFER OF SETTLEMENT:

(a) In addition to the rates of pay set forth for classifications under Section 1 (d) of this plan, a cost of living allowance shall be determined as provided herein on the basis of the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, Detroit, Michigan, All Items (1967 = 100) based on the 1972-73 Survey of Consumer Expenditures as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the "Index".

(b) The cost of living allowance shall be determined as follows:

<u>Column #1</u>	<u>Column #2</u>	<u>Column #3</u>
Base period each year shall be the Index published for the month of:	Increase from Base Period Determined by Average of Indexes published for following two months:	Effective the second pay period beginning in the month of:
July immediately preceeding January adjustment	November and December immediately preceeding January adjustment	January

(c) In determining the two-month average of the Indexes for November and December of any year, the computed average shall be rounded to the nearest 0.1 Index point.

(d) The amount of increase shall be as follows:

For each .4 Index increase from base, the amount of adjustment shall be 1¢ per hour. The maximum per hour increase shall be 18¢ per hour.

(e) When the cost of living allowance is added to the base rate it shall be considered the annual rate of compensation.

(f) In the event of advance paychecks, payroll corrections or other unusual payroll circumstances, the cost of living adjustment shall be calculated as of the date an employee would normally have been paid.

(g) In the event that the Bureau of Labor Statistics does not issue an appropriate Index figure prior to any adjustment date, any amounts required shall be paid retroactively at such time as the Index is published.

- (h) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the Index by the Bureau of Labor Statistics.
- (i) In the event of a discontinuance of the above named Index, the parties agree to apply to the Bureau of Labor Statistics for an alternate Index.

Cost of Living Adjustment to be retroactive to July 1, 1980.

UNION ECONOMIC ISSUE #3

PENSION - EARNINGS PENALTY

PRESENT:

Chapter 23, Charter of City of Dearborn, Police and Fire
Revised Retirement System, November 5, 1968

Limit on Service Allowance to Age 55

235.04 If a life allowance is payable under the provisions of section 235.01 to a retirant before his attainment of age 55 years, then in no event shall the amount of such system allowance payable to a retirant before the calendar month in which he attains age 55 years exceed: the average amount of his monthly rate of compensation for the 12 months immediately preceding retirement; less the remuneration, if any, received by him for personal services rendered by him in any gainful occupation.

COMPARISON TO CHAPTER 21 POLICE AND FIRE RETIREMENT
SYSTEM:

No earnings restriction.

PROPOSED:

Delete Section 235.04.

Pension - Earnings Penalty to be effective date of Award.

FINAL OFFER OF SETTLEMENT:

No change from Union Proposal above.
Delete Section 235.04.

Pension - Earnings Penalty to be effective date of Award.

UNION ECONOMIC ISSUE #4

PENSION - MINIMUM AGE OF RETIREMENT

PRESENT:

Chapter 23, Charter of City of Dearborn, Police and Fire
Revised Retirement System, November 5, 1968

Age and Service Requirement Eligibility

235.01 Any member in employer service may retire with a life allowance provided for in section 235.03 upon his written application to the board setting forth at what time not less than thirty days nor more than 90 days subsequent to the execution and filing thereof he desires to be retired; provided that at the time so specified for his retirement the member shall have either (i) attained his minimum service retirement age and shall have 25 or more years of credited service in force, or (ii) attained age 55 years and shall have 10 or more years of credited service in force, and notwithstanding that during such period of notification he may have separated from service. He shall have the right to elect an option provided for in section 235.05.

SEE ALSO:

Definitions

232.01

(12) "Minimum service retirement age" means age 50.

PROPOSED:

235.01 Any member in employer service may retire with a life allowance provided for in section 235.03 upon his written application to the board setting forth at what time not less than 30 days nor more than 90 days subsequent to the execution and filing thereof he desires to be retired; provided, that at the time so specified for his retirement the member shall have either (i) DELETE
25 or more years of credited service in force, or (ii) attained age 55 years and shall have 10 or more years of credited service in force, and notwithstanding that during such period of notification he may have separated from service. He shall have the right to elect an option provided for in section 235.05.

Delete Section 232.01 (12).

Pension - Minimum Age of Retirement to be effective date of Award.

FINAL OFFER OF SETTLEMENT:

No change from Union Proposal above.

235.01 Any member in employer service may retire with a life allowance provided for in section 235.03 upon his written application to the board setting forth at what time not less than 30 days nor more than 90 days subsequent to the execution and filing thereof he desires to be retired; provided, that at the time so specified for his retirement the member shall have either (i) DELETE

25 or more years of credited service in force, or (ii) attained age 55 years and shall have 10 or more years of credited service in force, and notwithstanding that during such period of notification he may have separated from service. He shall have the right to elect an option provided for in section 235.05.

Delete Section 232.01 (12).

Pension - Minimum Age of Retirement to be effective June 30, 1982.

UNION ECONOMIC ISSUE #5

VACATIONS - PARITY WITHIN BARGAINING UNIT

PRESENT:

Rule XVI, Section 1, (2), Page 28.

Police officers hired on and after July 1, 1978, shall be entitled to the following vacation accumulation after completing six months of satisfactory service:

<u>Years of Service</u>	<u>Monthly Prorata Allowance That Will Total</u>
Up to 2 years of service	12 work days per year
From 2 to 4 years of service	15 work days per year
From 4 to 12 years of service	20 work days per year
After 12 years of service	25 work days per year

Rule XVI, Section 1, (3), Page 28.

Police officers represented by the Police Officers Association of Dearborn who are on the payroll on June 30, 1978, effective July 1, 1979 shall be entitled to the following vacation accumulation:

Up to 12 years of service 20 work days per year
(prorated 1 2/3 days per month)

After 12 years of service Shall accumulate additional one and one quarter (1 1/4) work days at end of each quarterly period subsequent to anniversary date. Quarterly periods to end in March, June, September, and December.

PROPOSED:

Delete Rule XVI, Section 1, (2) page 28.

Amend Rule XVI, Section 1, (3), Page 28 to include all employees in bargaining unit.

Vacations - Parity within Bargaining Unit to be effective date of Award.

FINAL OFFER OF SETTLEMENT:

No change from Union Proposal above.

Delete Rule XVI, Section 1, (2), Page 28.

Amend Rule XVI, Section 1, (3), Page 28 to include all employees in bargaining unit as follows:

Police officers represented by the Police Officers Association of Michigan shall be entitled to the following vacation accumulation:

Up to 12 years of service	20 work days per year (prorated $1 \frac{2}{3}$ days per month)
---------------------------	--

After 12 years of service	Shall accumulate additional one and one quarter ($1 \frac{1}{4}$) work days at end of each quarterly period subsequent to anniversary date. Quarterly periods to end in March, June, September and December.
---------------------------	--

Vacations - Parity Within Bargaining Unit to be retroactive to July 1, 1980.

UNION ECONOMIC ISSUE #6

DETECTIVE SERGEANTS PAY

PRESENT:

POLICE OFFICERS ASSOCIATION UNIT

Article XVII, Section 1 (d), page 37.

Effective July 1, 1979 for Employees on the Payroll
June 30, 1978:

	<u>Start</u>	<u>12 mo.</u>
DETECTIVE SGT.	\$ 22,303	22,900
DET SGT. (R.I.B.)	22,303	22,900

COMMAND OFFICERS UNIT

Article XVII, Section 1 (e), page 37.

Effective July 1, 1979

	<u>Start</u>	<u>12 mo.</u>
POLICE SERGEANT	\$ 24,127	24,781

PROPOSED:

Effective July 1, 1980 for All Employees in the Bargaining
Unit:

	<u>Start</u>	<u>12 mo.</u>
DETECTIVE SGT.	Equal to Police Sergeant	
DET. SGT. (R.I.B.)	Equal to Police Sergeant	

Detective Sergeant Pay to be retroactive to July 1, 1980.

FINAL OFFER OF SETTLEMENT:

No change from Union Proposal above.

Effective July 1, 1980 for All Employees in the Bargaining Unit:

	<u>Start</u>	<u>12 mo.</u>
DETECTIVE SGT.		Equal to Police Sergeant
DET. SGT. (R.I.B.)		Equal to Police Sergeant

Detective Sergeants Pay to be retroactive to July 1, 1980.

UNION NON-ECONOMIC ISSUE #7

SHIFT SELECTION

PRESENT:

No current contract language.

PROPOSED:

Employees in the patrol division working in uniform will work permanent shifts which will be selected according to seniority twice yearly on March 1st and September 1st.

Once an employee has made his shift selection by seniority, he will have the right to remain on that shift for six (6) months, with the sole exception that the employer shall retain the right to transfer employees to meet manpower needs which shall be done by re-assigning least senior officers. Employees on probation shall be assigned shifts at the discretion of the employer.

Shift Selection to be effective date of Award.

FINAL OFFER OF SETTLEMENT:

No change from Union Proposal above.

Employees in the patrol division working in uniform will work permanent shifts which will be selected according to seniority twice yearly on March 1st and September 1st.

Once an employee has made his shift selection by seniority, he will have the right to remain on that shift for six (6) months, with the sole exception that the employer shall retain the right to transfer employees to meet manpower needs which shall be done by re-assigning least senior officers. Employees on probation shall be assigned shifts at the discretion of the employer.

Shift Selection to be effective date of Award.

This language to be inserted in contract as a separate additional article.

EMPLOYER NON-ECONOMIC ISSUE #8

RESIDENCY

PRESENT:

Rule IV, Section 4, p. 23.

All police officers hired on and after July 1, 1978 shall be required to maintain residence in the City of Dearborn. Officers hired prior to July 1, 1978 are not required to maintain residency in the City.

PROPOSED BY EMPLOYER:

All police officers hired on and after July 1, 1978 shall be required to maintain residence in the City of Dearborn. Officers hired prior to July 1, 1978 who as of July 1, 1981 have established residence in the City of Dearborn shall be required to maintain such residence in the City of Dearborn. Officers hired prior to July 1, 1978 who as of July 1, 1981 have not established residence in the City of Dearborn shall, in accordance with Chapter 11, Section 11.6 (n) of the Charter of the City of Dearborn, be granted a waiver of the residency requirement; however, if such officers have established residence in the City of Dearborn after July 1, 1981 such waiver shall be revoked and said officer shall thereafter maintain residence in the City of Dearborn.

UNION'S FINAL OFFER OF SETTLEMENT IN RESPONSE TO EMPLOYER PROPOSAL:

Police officers shall not be required to maintain residency within the City of Dearborn.

Residency to be effective date of Award.

Wherefore, the Final Offer of Settlement of the Union
is tendered in good faith and upon careful consideration.

Respectfully submitted,

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

A handwritten signature in cursive script, reading "Ann Maurer", written in dark ink.

Ann Maurer
Labor Economist

July 1, 1981

POLICE OFFICERS MAXIMUM SALARY

APPENDIX I

7/1/80 thru 6/30/81

7/1/81 thru 6/30/82

City	Salary 6/30/80	Rank	Max. Pay at	Salary 7/1/80	Rank	% Incr.	Total with Cola	Cola	% Incr.	Rank	Salary 7/1/81	Rank	Cola	Total with Cola	Rank	% Incr.
Ann Arbor	20,575	12	4 yrs.	23,144	8	12.49	23,144	-	12.49	12	-	-	-	-	-	-
Birmingham	20,462	14	3 yrs.	21,486	17	5.00	22,526	1040	10.09	15	-	-	-	-	-	-
Dearborn Heights	21,631	7	2 yrs.	Expired	6/30/80											
Farmington Hills	22,624	1	-	23,775	1	5.08	23,775	-	5.8	3						
Highland Park	18,900	19	-	Expired	6/30/80											
Lincoln Park	21,648	6	-	21,848	15	.92	23,346	1498	7.84	11						
Livonia	20,571	13	4 yrs.	23,005	10	11.83	23,525	520	14.36	5	24,481	8	520	25,001	6	6.27
Madison Heights	21,205	10	3 yrs.	22,690	13	7.00	23,418	728	10.44	10						
Pontiac	21,370	9	4 yrs.	23,370	6	9.36	24,570	Bonus 1200	14.97	1	Expired	6/30/81				
Roseville	19,747	16	4 yrs.	20,729	18	4.97	21,332	603	8.03	16	Expired	6/30/81				
Royal Oak	21,706	5	2 1/2 yrs.	23,117	9	6.5	23,117	-	6.05	13	24,504	7	-	24,504	9	6.00
Southfield	21,500	8	2 1/2 yrs.	23,550	4	9.53	23,550	-	9.53	4	24,730	6	-	24,730	8	5.01
Sterling Heights	20,800	11	5 yrs.	22,048	14	6.00	22,820	772	9.71	14	25,000	4	-	25,000	7	9.55
St. Clair Shores	22,178	2	4 yrs.	22,930	11	3.39	23,380	450	5.42	11	24,750		1500	26,250	1	12.27
Taylor	17,540	18	4 yrs.	21,827	16	?	23,489	1662	7.61	7	Expired	6/30/81				
Troy	19,625	17	4 yrs.	22,777	12	16.06	23,505	728	19.77	6	24,827	5	1040	25,867	3	10.05
Westland	21,840	3	4 yrs.	23,588	2	8.00	23,588	-	8.00	3	25,711	2	-	25,711	4	9.00
Warren	20,102	15	4 yrs.	22,342	7	15.62	23,476	234	16.78	8	23,492	9	234	23,726	10	1.06
Dearborn (U)	21,708	4	4 yrs.	23,553	3	8.50	23,927	374	10.22	2	25,781	1	374	26,155	2	9.31
Dearborn (C)	21,708	4	4 yrs.	23,445	5	8.00	23,445	-	8.00	9	25,086	3	251	25,337	5	8.07
Averages	21,040			22,898		8.12	23,383		8.93		24,681			25,099		7.40