

12/11/73 ARB

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In the Matter of:

CITY OF DEARBORN, MICHIGAN

-and-

POLICE OFFICERS ASSOCIATION  
OF DEARBORN

STATE OF MICHIGAN

ARBITRATION UNDER ACT NO. 312

PUBLIC ACTS OF 1969

*Dearborn City of*

12/11/73

ARBITRATION OPINION AND AWARD

Panel of Arbitration: Louis J. Nagy, Delegate of the  
Association  
Dudley L. Sherman, Delegate of  
the City  
Theodore J. St. Antoine, Chairman

Appearances: Eugene A. Forbes, Esq., for the City  
Orlando A. Vargas, Esq., for the Association

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INTRODUCTION

AUG 3 1976

This arbitration has been conducted pursuant to Act No. 312, Michigan Public Acts of 1969, as amended. It was initiated by the Police Officers Association of Dearborn, by letter dated June 29, 1973, from Mr. Louis J. Nagy, President of the Association. Mr. Nagy and Mr. Dudley L. Sherman were designated as the Association and City delegates, respectively, to the Panel of Arbitration, with Theodore J. St. Antoine as chairman. Pursuant to notice duly given, hearings were held on September 5 and 27, and October 2, 4, and 9, 1973. In accordance with section 8 of the Act, as amended in 1972, the parties exchanged last offers of settlement on each economic issue in dispute on October 23. Post-hearing briefs were submitted on November 8 and 12.

12-15-73

At the outset of the proceedings, the City formally registered its claim that Act 312 is unconstitutional, and has reserved all its rights on this question. On September 5, 1973 the parties stipulated in writing as to the issues in dispute between them; on September 5 they stipulated on the record as to the characterization of those issues as economic or noneconomic (T. 9-11; see also T. 816-17); and subsequently they agreed on extending the time for issuing the award.

Section 9 of the Act sets forth the criteria to be applied in resolving disputes over the terms of a new contract. The Panel has carefully considered each of these factors in its deliberations. In dealing with subsection (d)(1), which directs that arbitration findings be based, inter alia, on a "[c]omparison of wages, hours and conditions of employment ... [i]n public employment in comparable communities," the parties followed their established practice of using a list of about 28 southeastern Michigan jurisdictions for the purposes of comparison.

The Opinion below was prepared by the chairman, and does not necessarily reflect the views of the other panelists.

#### OPINION

By agreement of the parties, the following issues were characterized as economic:

Salaries  
Health Benefits [for Retirees]  
Dental Plan  
Optical Plan [Request withdrawn by the Association]  
Cost of Living Adjustment [Request withdrawn by  
the Association]  
Longevity Pay

Gun Allowance  
Holidays  
Sick Leave Separation Pay  
Personal Leave Days  
Lunch Period  
Vacations  
Salary Spreads between Minima and Maxima for  
Patrolmen and Corporals  
Salary Spreads between Detective-Sergeant and  
Police Corporal /Request withdrawn by  
the City/

Similarly, the following issues were stipulated as noneconomic:

Sick Leave Accumulation  
Minimum Personnel  
Off-Duty Employment  
Interim Employment  
Union Officers /Time off/  
Supplying Contract to Employees

Under the 1972 amendments to Act 312, the Panel is required to adopt the last best offer of one party or the other as to each of the economic issues in dispute. As to noneconomic issues, the Panel is simply directed to base its award on the criteria prescribed in section 9 of the Act. We shall deal seriatim with each of the issues remaining in contention between the parties.

A. Salaries

In fiscal 1972-73, the salary scale for Dearborn police officers was as follows:

Patrolman	\$10,873 (start) 11,465 (1 yr.) 12,056 (1½ yr.) 12,616 (2 yrs.)
Corporal	13,377 (4 yrs., normally)
Detective	14,228
Detective-Sergeant	15,134

The parties' last best offers were as follows:

	<u>Association</u>	<u>City</u>
Patrolman	\$11,547 (start) 12,176 (1 yr.) 12,803 (1½ yr.) 13,398 (2 yrs.)	11,471 (start) <u>Pro rata</u> (1 yr.) <u>Pro rata</u> (2 yrs.) 13,310 (3 yrs.)
Corporal	14,206 (4 yrs.)	14,113 (4 yrs.)
Detective	15,108	15,011
Detective-Sergeant	16,067	15,966

Both parties are to be commended for making what was obviously a highly responsible effort to propose reasonable salary scales. The variations between them are relatively modest. In essence, the Association proposes about a 6.2% increase in base pay at all levels, and the City proposes a 5.5% increase along with a postponement of the second step increase for patrolmen from 18 months to 24 months, and of the third step increase from 24 months to 36 months.

The cost of living in the Detroit Metropolitan area, as measured by the Consumer Price Index, rose 5.6% between July 1972 and July 1973 (C-4). Analysis of some thirteen or fifteen police contracts in comparable cities already settled for 1973-74 indicates raises in maximum base salaries averaging about 6.4 - 6.5% (C-3). In 1972-73, Dearborn's maximum ranked eighth among the 28 jurisdictions surveyed (C-3). Either a 5.5% increase or a 6.2% increase would probably move Dearborn into No. 7 position, or leave it as No. 8, depending on figures disputed

between the parties (cf. A-5). Deputy Controller for the City, Daniel S. McCormick, testified that the bargaining unit represented by the Teamsters, apparently the largest unit in the City with 400 members, has received an increase of 6.1 - 6.2% (T.308-10). Finally, Dearborn seems peculiarly blessed among contemporary cities with a solid financial structure, attributable in no small part to the presence of the Ford Motor Company as the principal land owner and taxpayer (J-10 - J-15; T. 269-379).

These data, and the other relevant material we have considered, could support the adoption of either the Association's or the City's proposal. With a special emphasis on the range of settlements for 1973-74 in comparable communities, a majority of the Panel concludes that the Association's last offer is more appropriate.

This conclusion obviates further consideration of the City's proposal for a new salary spread between minima and maxima for patrolmen and corporals.

#### B. Health Benefits for Retirees

At present the City pays 50% of the premiums for a retired employee's Blue Cross-Blue Shield insurance coverage, but nothing for the retiree's spouse. The Association asks for 100% payments for both the retiree and the spouse, in the case of retirements after July 1, 1973. The City proposes to pay 50% for both, with certain qualifications, including an offer to pay 100% for both when an employee retires under a duty disability, or when either retiree or spouse reaches 65, or when either becomes eligible and

receives Medicare.

About one-third of the surveyed communities do not pay for retirees' Blue Cross. Of the rest, one-third pay for the retiree only, and the other third for both retiree and spouse (A-20; C-7). In all but one instance where payments are made, the amount is 100%. Recognizing this pattern, the City argues that in Dearborn the minimum age for retirement is earlier than in most other cities, and retirees almost invariably take other jobs where alternative health insurance programs are available. The Association counters this point in its proposal by requiring retirees to notify the City when they take such other employment, and by relieving the City of the obligation to provide Blue Cross-Blue Shield coverage for the duration of the retiree's other job. The City contends this latter arrangement could not feasibly be enforced. It insists the costs of the Association's plan would be exorbitant.

Dearborn's 50% contribution is contrary to the pattern of most other comparable cities. Even those communities with similarly low retirement ages make 100% payments. The Association's proposal for a suspension of payments during the period of a retiree's alternative coverage does not seem impractical, especially since the Dearborn population is primarily a home-owning, stable group that can presumably be kept track of more easily than the residents of a more transient community. In a year when the basic salary increase is a relatively moderate 6.2%, the additional cost of full Blue Cross-Blue Shield coverage for retirees and their

spouses would not seem too onerous a burden for the City to assume. A majority of the Panel will therefore grant the Association's request on this issue.

C. Dental Plan

The City currently has no dental insurance plan in effect for employees, and proposes none. The Association asks for the Delta Dental Plan of Michigan for bargaining unit members, consisting of 50% of Class I and 50% of Class II Benefits, subject to a ceiling of \$15 per month per member on the City's contribution.

Dental insurance is a recent innovation among fringe benefits, and has been instituted for police officers in only three other cities (C-13). This should not be conclusive in ruling it out as part of an arbitration award, but it does seem to place a special burden of persuasion on the proponents. The chairman of the Panel, at least, would ordinarily prefer to leave most of the pioneering in labor agreements to voluntary collective bargaining, rather than impose new provisions through the compulsory process of statutory arbitration. No hostile pronouncement is intended on the substance of the Association's proposal for dental insurance, or on its possible suitability for reconsideration in some future arbitration when circumstances have changed. Nonetheless, a majority of the Panel is not satisfied that the Association has adequately sustained the case for inclusion at this time, and the request for a Dental Plan will be denied.

D. Longevity Pay

The City proposes no change in the existing longevity pay provisions:

<u>Years of Service Completed</u>	<u>Amount of Longevity Pay</u>
5 through 9 years	\$200.00
10 through 14 years	300.00
15 through 19 years	400.00
20 through 24 years	500.00
25 years and over	600.00

The Association requests a shift to longevity payments calculated as a percentage of base annual salary, in accordance with the current Dearborn Heights scale:

<u>Years of Service</u>	<u>Percentage</u>
5 years	2%
10 years	4%
15 years	5%
20 years	7%

The present longevity pay scale was set for Dearborn in an arbitration award issued March 22, 1971, effective for the fiscal year beginning July 1, 1970. Inflation is already eroding this benefit, and the process will undoubtedly continue. The Association contends that longevity pay based on percentages is the prevailing pattern today, and that Dearborn now ranks twenty-fourth out of 30 cities surveyed in the lifetime value of longevity pay (A-5; T-218-25).

The chairman finds much force in the Association's argument. Moreover, he considers prior arbitration awards on this point less binding, the more time passes. At the same time, the City



correctly points out that almost every community with a generous longevity provision has eliminated the "gun allowance," which remains at \$300 a year in Dearborn. Our calculations indicate that if the Panel were to superimpose the Association's proposed longevity scale on the existing Dearborn package of cash benefits, including the 6.2% increase in base pay and the \$300 gun allowance, the total annual cash benefits for a 10-year veteran would jump to about \$16,100, vaulting Dearborn from seventh to at least third, and perhaps first, place among comparable cities (depending on the settlements ultimately reached in Pontiac and Inkster; see C-3). Thus, while the chairman is highly sympathetic to the Association's longevity request in and of itself, he feels constrained by the parties' continuing inclusion of the gun allowance not to add a provision which would so dramatically alter Dearborn's comparative ranking among southeastern Michigan communities.

A majority of the Panel will therefore deny the Association's proposal for a new longevity scale.

E. Gun Allowance

The parties are in accord on continuing the gun allowance of \$300 a year, and it will therefore be included in the award.

F. Holidays

Dearborn police officers now enjoy ten paid holidays a year. More precisely, they receive pay at the regular daily rate in lieu of days off, and personnel scheduled to work on a holiday

are paid at the regular rate as if it were any other day (T.149-152). The City proposes no change in this system. The Association asks for one more holiday, for a total of eleven, by increasing the existing half-holidays of Christmas Eve and New Year's Eve to a full day. As a second request, the Association asks that all employees receive "double time and one-half ( $2\frac{1}{2}$ ) times their base rate for all hours worked on a holiday."

At the hearing the Association described the existing system as providing, in effect, for "double time" for holidays worked. At that point the Association was requesting so-called "triple time." By this it was meant the existing system would continue unchanged for employees who did not work on holidays, but that employees who did in fact work on holidays would be paid at twice the daily rate (in addition to receiving their holiday pay at the regular rate; T-151-52). On this basis, the Panel interprets the Association's last offer as meaning (1) the existing system of holiday pay at the regular rate will continue for all employees, whether they work or not, and (2) employees who actually work on holidays will be compensated in addition at time-and-a-half ( $1\frac{1}{2}$  times the regular daily rate).

The Association characterizes its request on holidays as consisting of "two (2) parts," and a majority of the Panel believes they are sufficiently unrelated to be treated as separate and divisible issues for purposes of an arbitration award.

The current standard of ten holidays a year was set by an

arbitration award issued in 1971, covering the fiscal year of 1970-71, and two subsequent arbitration panels denied Association requests for an increase in the number of holidays. The Association claims that comparable communities provide an average of 10.8 holidays a year, with 12 out of 29 providing 11 or more holidays (see A-5). A City survey suggests that the figure may be smaller, about 8 or so out of 28 cities. In any event, this represents no significant change over previous years, and Dearborn is surely not out of line with most communities. The request for additional holidays will be denied.

The Association's request for double-time-and-a-half for holiday hours actually worked is more troublesome. In many labor contracts in private industry, a "holiday" is just that -- a day free of work obligations, but usually compensated for, nonetheless. Under the Dearborn system, however, the provision for "holidays" has a rather different meaning, at least for regular shift officers. They receive an extra day's payment at the regular rate whenever a "holiday" occurs. But whether they actually are free of duty on the holiday is an accident of their schedule, and if they must work, they are compensated in the same way as if it were not a holiday. In a sense, then, holiday pay becomes a supplement to annual income, and not a provision for paid free time.

The Association's survey indicates that out of 29 jurisdictions, 13 provide double-time-and-a-half (or better) for

holidays worked, 13 provide double time, and three have other methods of payment. The City's study is sketchy on this point. Since "double time," when paid to police officers who cannot look forward in normal course to holidays as time off, becomes in effect no more than a regular rate, there is intrinsic merit in the notion of providing a special premium for those persons who must work while the rest of the populace relaxes. In view of this, in view of the smaller than usual increase in this year's regular rate in Dearborn, and in view of the City's excellent financial condition, a majority of the Panel concludes that Dearborn should be moved into that group of cities recognizing the peculiar equities of police officers in extra holiday pay. The Association's request for double-time-and-a-half for holiday hours worked, as previously interpreted herein, will therefore be granted.

In its last offer, the Association specifically requested this premium rate "for all hours worked on a holiday." This is in contrast to the proposal set forth in the Stipulation of Issues for "Holidays worked to be paid at triple time" (J-7). The latter led to confusion at the hearing concerning the treatment of a shift that overlaps a holiday and a non-holiday (T. 152-56). The Panel interprets the Association's last offer as referring to the actual hours worked on a holiday, with any portion of a shift falling on another day not being included in the provision for time-and-a-half (i.e., time-and-a-half in addition to the holiday

pay received by every employee, whether working on the holiday or not). If this arrangement causes administrative problems, the parties can modify the award by agreement, or return to the Panel for further consideration.

G. Sick Leave Separation Pay

The City of Dearborn now pays a police officer (or his estate) when he is separated by retirement or death after 25 years of service an amount equal to 50% of his accumulated sick leave, with a maximum of 60 days. The City wants this left unchanged. The Association wants 50% of the accumulation, without limitation. (The Association also wants an unlimited accumulation of sick leave, instead of the present maximum of 175 days. This noneconomic issue will be treated separately, infra.)

The Association argues that officers now earn sick leave at the rate of 12 days a year, use it on the average at the rate of 5 days a year, and thus would accumulate on the average 175 days of sick leave after 25 years of service. Hence, 50% of the average accumulation of 175 days would be  $87\frac{1}{2}$  days, which is not, it is contended, all that much more than the present maximum of 60 days. The City, on the other hand, argues that sick leave was never designed to furnish a "windfall" to an employee upon separation.

There seems little doubt that Dearborn is out of step with most of the 1973 settlements surveyed, many of which permit

separated employees to receive as much as two or three times the accumulation of sick leave granted by Dearborn (C-18). At the same time a substantial number of cities whose 1973 contracts were not settled when the current arbitration hearings were held have separation provisions no more generous than Dearborn's (A-5). These include such generally well-paying cities as Inkster and Pontiac. When these unsettled situations are counted, there appears much more merit in the City's contention that Dearborn is "at least somewhere in the middle." Moreover, the unusual variations from city to city in this particular benefit suggest that there may indeed be some kind of philosophical difference over whether unused sick leave should be treated, to use the City's terminology, as a "windfall upon termination of employment." Finally, the existing separation provision has been carefully shaped by the last two arbitration decisions, the latest dated little more than a year ago.

Taking all these factors into account, a majority of the Panel is satisfied that the current sick leave separation pay clause should not be disturbed at this time.

#### H. Personal Leave Days

Dearborn now provides its police officers with two "personal leave" days a year, which must be deducted from the employees' sick leave bank. This arrangement resulted from the parties' compromise settlement of litigation over the December 1972 arbitration award, which called for two personal leave days

per year, not deductible from sick leave. The City would leave the existing provision unchanged. The Association would increase the number of personal leave days to four, charging only the first two days to sick leave.

There do not seem to be significant changes in the pattern of personal leave days in southeastern Michigan cities over the past two years (C-19). Among 28 communities studied by the City, two grant 5 days, ten grant 3, twelve grant 1 to 2, and four grant none. Of the 24 providing personal leave days, 16 do not charge them to sick leave, 6 charge them, and 2 charge some days but not all. The Association's survey of 30 jurisdictions showed three granting 4 or 5 days, ten granting 2½ or 3 days, fourteen granting 1 to 2, and three granting none. Of the 27 providing personal leave days, 18 do not deduct from sick leave, 7 do deduct, and 2 deduct some days but not all (A-5).

The chairman of the Panel is sympathetic with the position of the December 1972 arbitration panel that there should be two personal leave days a year, not deductible from sick leave. This would square with majority practice. But the parties leave the Panel with no choice except between the present two leave days, both deductible, and, on the other hand, four leave days, two deductible and two not deductible.

Three arbitration panels in a row have denied the Association's requests for three or four personal leave days a year.

It is hard to see how the situation has changed that much in the past year. Moreover, the present arrangement is the direct result of the parties' own agreement, reached during the last twelve months. A majority of the Panel will therefore reject the Association's proposal.

#### I. Lunch Period

At present, all shift personnel have a thirty-minute lunch period included in an eight-hour work day. All non-shift personnel work an eight-hour day, broken by an uncompensated thirty-minute duty-free lunch period. The City wishes to keep this arrangement. The Association would treat all personnel as shift personnel are now treated, incorporating a half-hour lunch period as part of the working day of eight consecutive hours.

The December 1972 arbitration award provided that non-shift personnel shall be entitled to a duty-free lunch period. Otherwise, the April 1972 award was followed in rejecting the Association's request for eight-hour days for all employees, including a 30 minute paid lunch period. What was said in April 1972 is still apt: "The difference between a paid lunch period, as the work permits and subject to interruption thereby, and an unpaid and uninterruptable lunch period is recognized in every industry. The necessity for a paid lunch period within the 8 hour shift of continuous operations does not preclude the scheduling of an unpaid lunch period for non-shift employees, nor is it recognized as being discriminatory or unfair to do so."



A majority of the Panel will deny the Association's request regarding lunch periods.

J. Vacations

Dearborn police officers receive 20 days of vacation per year, with an additional five days after 15 years. The City wishes to leave this provision untouched. The Association wishes to have the extra five days granted after 10 years instead of after 15 years. The principal benefit, the Association argues, would be to keep detectives and detective-sergeants from being forced to use up so great a portion of their vacation allowance (up to six days) when their bureaus are closed.

The current vacation rights of Dearborn police officers seem roughly in the top third among comparable cities (C-20; C-21). The special problems of certain detectives and detective-sergeants might be an appropriate matter for further discussions between the parties. But a majority of the Panel is not convinced that a case has been made for the intervention of arbitration to achieve a general acceleration of vacation rights for all police officers. The Association's request will be denied.

K. Sick Leave Accumulation

This and the following issues have been characterized as "non-economic" by the parties, thus permitting the Panel to fashion an award without relying solely on the proposal of one or the other of the parties.

Dearborn police officers may now accumulate a maximum of

of 175 days of sick leave. The Association has asked that an unlimited accumulation be permitted, to prevent an officer's going without pay during a lengthy illness. City and Association surveys both indicate that approximately one-third of the comparable cities allow an unlimited accumulation, and more than half allow a greater accumulation than Dearborn (A-5; C-18). The City itself has recognized the merit of a sick leave accumulation to protect against catastrophic illness, and has been primarily opposed to the use of sick leave separation pay as a "windfall" for a departing employee. A majority of the Panel sees no reason why a city in the sound financial shape of Dearborn should not at least be at the median among communities in its provision for the accumulation of sick leave. The maximum number of days of accumulated sick leave will therefore be increased from 175 to 225. This will place Dearborn almost exactly at the midpoint on the scale of maximum accumulations.

L. Minimum Personnel

One-man patrol cars are currently the rule in Dearborn, with two two-man cars being used on a twenty-four hour basis, and with two-man cars also being used for training purposes and for other special functions. The Association has requested that every patrol car be manned by two full-time officers, primarily as a safety measure. The Association argues that a single officer is handicapped during high-speed chases, in stopping fights, and in pursuing felons (T.447-507). The City argues that staffing arrangements are a managerial prerogative, and that in any event sound police practice favors one-man cars to

secure greater coverage of an area. One car can back up another in an emergency, it is contended.

Similar Association requests have been denied in the last two arbitrations. Although the safety factor may make the issue negotiable and arbitrable, the question of more one-man cars or fewer two-man cars clearly involves a significant element of managerial judgment. Dearborn police officers have had an excellent safety record, and the City's contention that one-man cars are at least as safe by enabling wider distribution and a quicker response to a call is surely not frivolous.

On balance, a majority of the Panel is not persuaded that the Association has sustained the case for a change in present staffing arrangements.

#### M. Off-Duty Employment

The Association asks that during off-duty hours, police officers be allowed to obtain off-duty employment, so long as it will not interfere with or be in conflict with their official duties. At present, all off-duty employment is strictly prohibited. Similar Association requests have been denied in the past two arbitrations.

The City maintains that off-duty employment impairs efficiency, and induces a greater usage of sick leave benefits and a greater incidence of compensable time off. It also insists that the matter is subject to the exclusive rights of management, and is

not bargainable.

According to the Association's survey, only three cities out of 30 do not permit any off-duty employment. This almost universal pattern plainly establishes that the Association request is not unreasonable, and might lead to the conclusion that it should be acceded to without further ado. Yet the very rarity of Dearborn's position on a matter touching so peculiarly on the nature of the employer-employee relationship suggests that special importance may have been attached to this provision in City-Association dealings. To some extent, we as an arbitration panel must accept the parties' milieu as we find it. A majority of the Panel does not find the City's position unjustifiable and thus, despite its near-uniqueness, it will be left unmodified.

N. Interim Employment

The Association proposes that "no ranks shall be filled by interim employees." The purpose of such a rule would be to prevent the temporary retention of senior police officers in the department after the mandatory retirement age of 65. Allegedly, this has frustrated promotions from the bargaining unit since the top ranks remain filled.

The Association has been unsuccessful in pursuing this demand in the last two arbitrations. After a review of the evidence and arguments submitted in this arbitration, a majority of the Panel concludes that no significant abuses have been revealed.

If they subsequently occur, they can be challenged through a grievance. The Association's request will be denied.

0. Union Officers' Time Off

The Association requests that the current practice of permitting the Association President to work steady days be formalized by contract. The Association also requests time off for Association officers and other representatives to attend various meetings and conferences. Present rules provide for time off with pay with the approval of the appointing authority. In practice, Association officers (but not shift representatives) are apparently now excused to attend monthly Association membership meetings.

To preserve Association independence and prevent the possibility of subtle pressures on its President, there would seem merit in formalizing the existing practice of enabling him to work steady days. In addition, the Association's survey establishes a clear pattern whereby the president of the police organization in various cities is excused for local business. A majority of the Panel will therefore direct that the parties' agreement include a provision that the Association President shall be permitted, to the extent feasible, to work steady days.

A majority of the Panel was not persuaded by the testimony or arguments presented by the Association concerning other changes in the existing arrangements for excusing Association officers or other representatives so that they can attend

different kinds of meetings and conferences. This does not mean that the City should be niggardly about granting appropriate requests, or that evidence might not be available to justify an extension and formalization of current practices for excused leave for Association business. On the record before us, however, the Association has not made a convincing case for new contractual provisions.

P. Supplying Contract to Employees

By stipulation of the parties on the record, the award shall contain a provision covering the obligation of the City to furnish the Association with a master copy of their Agreement, and the obligation of the Association to supply the City with ten copies of the Agreement (T.19).

AWARD AND ORDERS

A. Salaries

Effective July 1, 1973, and continuing at least until June 30, 1974, the salary scale for Dearborn police officers shall be as follows, as proposed by the Association:

Patrolman	\$11,547 (start) 12,176 (1 yr.) 12,803 (1½ yr.) 13,398 (2 yrs.)
Corporal	14,206
Detective	15,108
Detective-Sergeant	16,067

B. Health Benefits for Retirees

1. The City shall pay 100% of the premium costs for Blue Cross-Blue Shield insurance (for the same coverage provided for active employees) for retirees and spouses provided, however, that this benefit is granted only to those retirees entitled to receive annuity payments on the date of retirement and provided further, that only those bargaining unit members retiring on or after July 1, 1973, shall receive this benefit.

In the event a retiree covered by the above provisions subsequently obtains other employment where the employer provides Blue Cross-Blue Shield of a substantially similar nature, he shall notify the City of such employment and the City shall not be required to continue its coverage for the duration of the retiree's other employment. Upon the retiree's leaving his above-mentioned employment, he may notify the City in writing and the City shall again enroll the retiree in its Blue Cross-Blue Shield hospitalization plan.

2. This provision, proposed by the Association, shall be effective July 1, 1973, or the date on which retirees secure Blue Cross-Blue Shield insurance coverage, if the latter date is later, and shall continue at least until June 30, 1974.

C. Dental Plan

The City's proposal not to provide a Dental Plan is adopted.

D. Longevity Pay

The City's proposal to leave the existing longevity pay

provisions unchanged shall be adopted.

E. Gun Allowance

The parties' proposal to continue the gun allowance of \$300 a year shall be adopted.

F. Holidays

1. The City's proposal to continue the existing number of ten holidays a year unchanged shall be adopted.

2. The Association's proposal that all employees shall receive double time and one-half ( $2\frac{1}{2}$ ) times their base rate for all hours worked on a holiday shall be adopted. This provision shall be interpreted as set forth, supra, in this Opinion, and shall be effective July 1, 1973 and shall continue at least until June 30, 1974.

G. Sick Leave Separation Pay

The City's proposal to continue the existing sick leave separation pay provisions unchanged shall be adopted.

H. Personal Leave Days

The City's proposal to continue the existing provisions on personal leave days unchanged shall be adopted.

I. Lunch Period

The City's proposal to continue the existing lunch period provisions unchanged shall be adopted.



J. Vacations

The City's proposal to continue the existing vacation provisions unchanged shall be adopted.

K. Sick Leave Accumulation

The maximum number of days of sick leave that may be accumulated shall be increased from 175 to 225.

L. Minimum Personnel

The Association's request to require all patrol cars to be manned by two full-time police officers is denied.

M. Off-Duty Employment

The Association's request to permit police officers to engage in off-duty employment is denied.

N. Interim Employment

The Association's request that no ranks may be filled by interim employees is denied.

O. Union Officers' Time Off

1. The parties' Agreement shall include a provision that the President of the Association shall be permitted, to the extent feasible, to work steady days.

2. The Association's other requests concerning time off for Association officers and other representatives to attend various meetings and conferences are denied.

P. Supplying Contract

Within sixty days after the implementation of this Arbitration Award the City shall furnish the Association with a master copy of the total Agreement between the parties, spelling out the economic and noneconomic provisions without reference to other documents, and the Police Officers Association of Dearborn shall supply the City with ten copies of that Agreement.

Q. Reservation of Jurisdiction

The Panel reserves jurisdiction to settle any disputes which may hereafter arise concerning the interpretation or implementation of this Award.

CONCURRENCES

The Panel is unanimous on the following issues:

Gun Allowance  
Supplying Contract

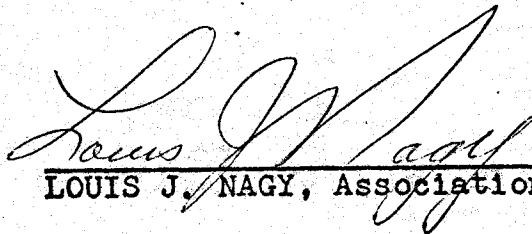
The Association delegate concurs with the Panel chairman on the following issues:

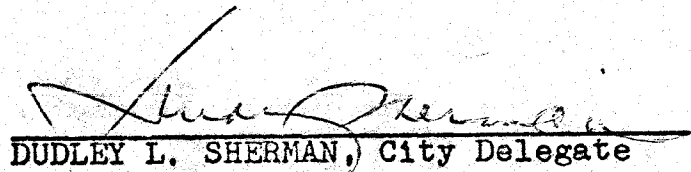
Salaries (including Salary Spreads)  
Health Benefits (for Retirees)  
Holidays (Double Time and a Half)  
Sick Leave Accumulation  
Steady Days for Association President


The City delegate concurs with the Panel chairman on the following issues:

Dental Plan

Longevity Pay  
Holidays (Number)  
Sick Leave Separation Pay  
Personal Leave Days  
Lunch Period  
Vacations  
Minimum Personnel  
Off-Duty Employment  
Interim Employment  
Union Officers' Time Off

  
LOUIS J. NAGY, Association Delegate

  
DUDLEY L. SHERMAN, City Delegate

  
THEODORE J. ST. ANTOINE, Chairman

December 11, 1973