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Detroit City of Police Dept

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ARBITRATION PROCEEDINGS

Pursuant to Act 312 of the Public Acts of 1969, Municipal Police and Fire Departments Arbitration Act.

IN THE MATTER OF:

CITY OF DETROIT POLICE DEPARTMENT

Public Employer

-and-

DETROIT POLICE OFFICERS ASSOCIATION

Union

Economic Labor Contract Effective July 1, 1972

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FINDING OF FACT, OPINION AND ORDER OF PANEL

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Arbitration Panel

Bruce A. Fox, Chairman

Allen A. Hyman, Employers Delegate

Jack Wood, Association Delegate

LABOR AND INDUSTRIAL RELATIONS LIBRARY
Michigan State University
JUL 27 1976

February 2, 1973

STATE OF MICHIGAN

This is a statutory arbitration proceeding pursuant to Act No. 312 of the Public Acts of 1969 between the City of Detroit Police Department as Employer (herein referred to as City) and the Detroit Police Officers Association (herein referred to as Association) as the Collective Bargaining representative for policemen and policewomen in the Detroit Police Department.

After several preliminary conferences at Detroit between members of the panel and parties, formal hearings were held at the City-County Building, Detroit, on October 4, October 12, October 16, November 9, November 30, December 5, December 20, December 21 and December 28, 1972; January 3, January 10, January 18, January 22, and January 23, 1973, for the purpose of receiving evidence and testimony in support of the respective positions of the City and the Association in a dispute concerning salaries and working conditions of policemen and policewomen.

On January 23, 1973 the City and Association presented final argument and briefs. It was agreed the panel would set a tentative decision date of January 31, 1973. However, because both parties presented considerable testimony on Wage-Price Guidelines and the Federal Government's policy was subsequently changed, it was agreed by those present that the panel may need additional time in which to conclude its deliberations.

This arbitration panel is guided by and considers as its format in reaching all opinions and conclusions Act 312 of the Public Act of 1969. The important applicable provisions being CLA 423.231 Sec. 1 and CLA 423.239 Sec. 9, as follows:

> Sec.1 "It is the public policy of this state that in public police and fire departments, where the right of employees to strike is by law prohibited, it is requisite to the high morale of such employees and the efficient operation of such departments to afford an alternate, expeditious, effective and binding procedure for the resolution of disputes, and to that end the provisions of this act, providing for compulsory arbitration, shall be liberally construed."

and

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 findings, 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 the 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, factfinding, arbitration or otherwise between the parties, in the public service or in private employment."

Dr. Allen Hyman, Assistant to the President of Wayne State University was chosen delegate to the panel representing the City of Detroit Police Department and Mr. Jack Wood, Secretary-Treasurer of the Detroit Building Trades Counsel was designated by the Association as their representative on the panel. By mutual stipulation of Dr. Hyman and Mr. Wood, the Honorable Bruce A. Fox, District Judge was selected as chairman of the panel of arbitration for the purpose of considering and ordering a settlement of all matters.

The Association was represented by Mr. Winston Livingston, Esq. [illegible] Orlando Vargas, Esq. acting assisted by [illegible] Gary [illegible], Ed [illegible] and James [illegible].

Witnesses appearing for the Association included the following:

Carl Parsell, Past President DPOA
Robert J. Lutz, City of Detroit Policeman, assigned to Motor Traffic Section.
Carol Robeta, Detroit Policewoman.
Herman Boriski, City of Detroit Policeman assigned to Scout car supervision.
James Van Devender, Patrolman, Detroit Police Department assigned to Accident Prevention Bureau and Police Band; Secretary-Treasurer DPOA.
Robert Lynch, Patrolman, Detroit Police Department, Assigned to Narcotic Unit.
Raymond Peterson, Patrolman, City of Detroit Police Department, assigned to Morality group.
Richard Harris, Patrolman, Detroit Police Department assigned cruiser patrol.
David Bruce, Patrolman, Detroit Police Department, assigned as clerk.
John Breed, Patrolman, Detroit Police Department, assigned Tactical Mobil Unit.
Gary Konkel, Policeman, Detroit Police Department, assigned senior man, Scout car.
Jamil Akhtar, Patrolman Specialist, Wayne County Sheriff's Department.

The City was represented by Mr. Nick Sacorafas, Esq., Assistant Corporation Counsel, being assisted by James Bannon, Joseph Fremont, Mark Ulciny, Allen Davis, Peter Jason and James Geissner.

Witnesses appearing for the City included the following:

Joseph Fremont, City of Detroit, Principal Labor Relation Specialist, Labor Relations Bureau.
James Bannon, District Inspector, Detroit Police Department.
Brian Lundsted, Certified Public Accountant, Linden, Klain, Isreal and Ross.
Walter Stecher, City of Detroit Controller.
Stanislaw S. Damas, City of Detroit, Intermediate Labor Relations Specialist.

The Panel has had submitted to it for consideration more than 1400 pages of transcript testimony. The City has introduced approximately 44 exhibits, filed a 25-page brief with a 66-page appendix.

The Association has presented approximately 59 exhibits and filed a 17-page brief. It is noted for the sake of brevity, that many exhibits introduced had either been presented to prior City Association Arbitration panels or were the findings of those panels. Although the numbering sequence may vary, the exhibit's content remained substantially alike in character often differing only as to degrees of comparison (DPOA Ex. 5 Haber Panel pp. 8 and 9.)

At special sessions the Panel reviewed and considered at length the record presented by both parties. This Panel is appreciative of the professional manner in which the testimony, witnesses and evidence were presented.

Upon expiration of a collective bargaining agreement on June 30, 1972, that had been entered into between the City and the Association, the parties commenced negotiations for the fiscal year July 1, 1972 to December 31, 1973.

These efforts apparently bore little fruit and when negotiations reached an impasse the City and Association submitted the remaining issues to binding arbitration under Act 312.

On September 27, 1972, the Association proposed the following economic and non-economic issues, for compulsory arbitration: (Assoc. Ex. 1 and 2, City Ex. 1)

ISSUES

ECONOMIC

1. SALARIES - PATROLMEN

PRESENT BENEFITS		REQUESTED		CITY'S OFFER	
Start	$ 9,000.00	Start	$11,200.00	Start	$ 9,270.00
1 yr.	9,750.00	1 yr.	11,900.00	1 yr.	10,043.00
2 yrs.	10,500.00	2 yrs.	12,600.00	2 yrs.	10,815.00
3 yrs.	11,250.00	3 yrs.	14,000.00	3 yrs.	11,588.00
4 yrs.	12,750.00	4 yrs.		4 yrs.	13,133.00

2. SALARIES - OTHER CLASSIFICATIONS:

All classifications in bargaining unit shall receive proportionate salary increases.

PRESENT BENEFITS		REQUESTED		CITY'S OFFER	
Asst. Supv. of Mtr. Vehicles	$13,612.00		$14,862.00		$14,021.00
Band Dir.	13,571.00		14,821.00		13,979.00
Comm. Officer					
Start	$ 9,651.00	Start	$10,901.00	Start	$ 9,941.00
1 yr.	10,393.00	1 yr.	11,643.00	1 yr.	10,705.00
2 yrs.	11,135.00	2 yrs.	12,385.00	2 yrs.	11,470.00
3 yrs.	11,877.00	3 yrs.	13,127.00	3 yrs.	12,234.00
4 yrs.	12,779.00	4 yrs.	14,029.00	4 yrs.	13,163.00
5 yrs.	13,161.00	5 yrs.	14,411.00	5 yrs.	13,556.00

OTHER CLASSIFICATIONS CONTINUED

	PRESENT BENEFITS	REQUESTED	CITY'S OFFER
Police Data Processing Program			
Start	$13,339.00	$14,589.00	$13,740.00
Min.	13,339.00	15,107.00	14,273.00
Max.	14,488.00	15,738.00	14,923.00
Radio Maintenance Officer	$13,612.00	$14,862.00	$14,021.00
Radio Systems and Planning Officer	$14,317.00	$15,567.00	$14,746.00

3. LONGEVITY

There shall be an additional longevity payment of 2% of the employee's base salary after completion of twenty-one (21) years of service.

PRESENT BENEFITS	REQUESTED	CITY'S OFFER
After 11th year - 2% with maximum of $150.00.	No maximum.	None.
After 16th year - 4% with maximum of $300.00.	Additional - after 21 years 6% with no maximum.	

4. SENIOR PATROLMEN

There shall be three new classifications added to the rank of patrolmen:

Senior Patrolman III - After 8 years of service, patrolmen shall receive an additional 2% percent per annum added to their base pay.

Senior Patrolman II - After 13 years of service, Senior patrolmen III shall receive 4% percent per annum added to their base pay.

Senior Patrolman I - After 18 years of service, Senior patrolmen II shall receive 6% percent per annum added to their base pay.

5. OVERTIME PAYMENT

Employees shall have the option of receiving payment in cash at time and one-half or equivalent compensatory time off for all overtime worked and all off-duty court appearances.

OVERTIME CONTINUED

PRESENT BENEFITS	REQUESTED	CITY'S OFFER
OVERTIME BENEFITS:		
1. Other than off-duty Court time 1st 50 hours employee option of 1 1/2 cash or "C" time. Over 50 hours in cash at 1 1/2.	All overtime Employee option of cash or "C" time at 1 1/2 for all hours.	None.
2. Off-duty Court appearances 1st 36 hours "C" time at 1 1/2 - over 36 hours cash at 1 1/2.		

6. HOSPITALIZATION FOR RETIREES:

The Hospitalization coverage provided for active officers and their dependents shall be continued upon the officer's retirement.

PRESENT BENEFITS	REQUESTED	CITY'S OFFER
City paid for retiree but not for dependents.	Included dependents.	None.

7. SICK LEAVE ON RETIREMENT:

Employees shall receive upon retirement, payment for all accumulated sick leave at their retiring rate of pay. At the employees' option they may elect to have their accumulated sick leave applied toward their retirement date.

PRESENT BENEFITS	REQUESTED	CITY'S OFFER
1/2 of sick leave banks paid maximum of 30 days.	Receive sick leave accumulated at retirement or employee option to take days off prior to retirement.	None.

8. PHYSICAL EXAMINATIONS:

The City will provide for annual physical examinations to all employees.

NON-ECONOMIC ISSUES

9. RESIDENCY:

Police officers shall not be required to live within the corporate limits of the City of Detroit.

10. DURATION:

The expiration date of the non-economic collective bargaining agreement shall be December 31, 1973.

The City agreed above enumerated items represented what the Association determined to be the issues. However, the City objected strongly to the issue of residency being arbitrable contending the Michigan Court of Appeals has ruled the issue is not a mandatory subject of bargaining. The Association is presently appealing the decision to the Michigan Supreme Court.

The Association's original demands and proofs were predicated upon a one-year agreement. The City proffered a two-year agreement comprising a three percent (3%) increase the first year and a four percent (4%) increase the second year plus a cost of living allowance. (Tr. p. 684, City Ex. 2). The main thrust of the City's presentation was to illustrate present and future costs to the City of the one-year union proposal. Discussions between the parties and Panel eventually reached a point where the City seriously considered a maximum salary of $14,500.00 based on a two-year contract. The Association's counter proposal insisted on a $15,000.00 maximum plus cost of living allowance, two percent (2%) longevity and full pay for accumulated sick leave credit at time of retirement or apply same to retirement date.

It is the Panel's duty to weigh all the evidence on the record and reach a decision which best seems to be just and reasonable based upon factors prescribed in Sec. 9 and 10 of Act 312.

Opinions expressed herein reflect those of the chairman only. I am,however,deeply indebted to Mr. Wood and Dr. Hyman for their gracious assistance during the course of what turned out to be long and tedious post-hearing conferences. Their valued judgment and criticism has greatly influenced all findings contained in this report.

FINDINGS, OPINION AND ORDER

ASSOCIATION PROPOSAL #I SALARIES

DECISION - The salary schedule for patrolmen and policewomen shall be as follows:

EFFECTIVE JULY 1, 1972

Start	$ 9,333.00
After 1 yr.	10,125.00
After 2 yrs.	10,920.00
After 3 yrs.	11,625.00
After 4 yrs.	13,040.00

EFFECTIVE NOVEMBER 1, 1972

Start	$ 9,666.00
After 1 yr.	10,500.00
After 2 yrs.	11,335.00
After 3 yrs.	12,095.00
After 4 yrs.	13,330.00

EFFECTIVE MARCH 1, 1973

Start	$10,000.00
After 1 yr.	10,875.00
After 2 yrs.	11,750.00
After 3 yrs.	12,565.00
After 4 yrs.	13,620.00

EFFECTIVE JULY 1, 1973

Start	$10,333.00
After 1 yr.	11,250.00
After 2 yrs.	12,170.00
After 3 yrs.	13,035.00
After 4 yrs.	13,910.00

EFFECTIVE JANUARY 1, 1974

Start	$10,666.00
After 1 yr.	11,625.00
After 2 yrs.	12,590.00
After 3 yrs.	13,505.00
After 4 yrs.	14,450.00

EFFECTIVE MARCH 1, 1974

Start	$11,000.00
After 1 yr.	12,000.00
After 2 yrs.	13,000.00
After 3 yrs.	14,000.00
After 4 yrs.	15,000.00

Basically the thrust of the City's position rests within that triangle of (a) total cost to City, (b) City's inability to pay and (c) policeman's already attractive total compensation. For the most part, the City uses as a reference the direct cost to the City of the Association demands while the Union prefers to ascribe to direct wages income.

It is noted City exhibits 4 through 18 in aggregate illustrates the total direct cost to the City of the Association's original proposals (1-8). City exhibit 20 compares total compensation (wages plus pension) between Detroit patrolmen and those of surrounding areas. The City claims Detroit policemen rank first while also receiving furloughs, holidays, excused time, sick leave, bonus vacation, funeral leave, disability leave, workmen's compensation, duty and non-duty disability, duty and non-duty death retirement allowance, hospitalization benefits for employees and

retirees, service retirement, overtime, longevity and optional life insurance.

The Association, to some extent, takes exception to City Exhibit 20, claiming it unduly gives too much weight to pension benefits.

The City claims its exhibit 19 shows Detroit ranks third nationwide in maximum salary after adjustment for differences in living costs. The Association does not take exception, but insists exact comparisons are almost impossible because of the many and varied forms of special allowances (ie. some departments allow policemen to drive patrol cars while off duty).

City exhibit 21 points out the highlights of the City of Detroit's Budget for 1972-73 drawing attention to mandatory operational savings, subsidy for D.S.R., maximum allowable property tax, highest legally permissible income tax, only City to levy utility tax, insufficient State and Federal revenues, and pointing out an exceptionally bleak long range outlook. In addition, the exhibit explains certain expenditures of Federal revenue-sharing funds, amounting to an increase of $9,133,000.00 over anticipated receipts for the current budget. The Association objects to Federal funds being allocated as proposed. Instead they feel said funds would be better utilized if expended toward police salaries.

This Panel could not disagree more. The question is one of priorities and who is to say whether funds spent on "Neighborhood Improvement Plans" or "Recreation and Culture" might, in the long run, be worth a thousand policemen. City experts claim the budget is at present stretched to the limit facing an estimated 30 million budget gap in 1973-74, and an 8.5 million operating deficit for 1972-73.

City exhibit 22 illustrates the relative hazards of various occupations. Prior panels have drawn conclusions thereon and we substantially agree (Alexander Panel, pp. 9-10). As to Police recruiting, hiring and resignations, this Panel believes there exists no significant problem at this time.

The City and Association spent considerable time and effort commenting on Federal wage-price controls, both before and after reference to Phase III. The City's view is that all wage increases must be within the 5.5% standard. The Association maintains it is impossible to tell what the Labor-Management Advisory Committee will do regarding pay increases. Therefore, this Panel should not concern itself with such guidelines but rather award what it feels is a just and equitable award based upon the merits of each party's respective position.

In short it is the City's contention that Detroit police are presently adequately compensated,and the City is unable to afford any pay increase at this time over and above that proposed in their counter offer.

Association exhibits, for the most part, attempted to illustrate disparity of total direct compensation (cash) between various metropolitan police agencies and the Detroit Police Department (DPOA Ex. 12-32C). Total direct compensation is held to include base salary, gun allowance, clothing allowance, cleaning allowance, shift premium and longevity. To the City's way of thinking such comparisons have little real value tending only to distort the true relationship between compensation paid the Detroit policemen and that paid other area policemen. Consequently, the City believes pension benefits (approximately 50% of direct annual wage costs, City Ex. 11-12, 29) more than compensates in tangible value any disparity in cash value between Detroit police and other policemen. City exhibit 6 notes average cost of total benefits to City of Detroit patrolmen is $23,643.04 based on its offer. To this the Association replies such large fixed costs are irrelevant and should not be used to penalize younger men on the force. It is held prior liberal pension programs were used as an inducement to hire policemen when salaries were unrealistically low. It is reported more recent pension plans have somewhat decreased the City's obligation ratio.

DPOA Ex. 33 compares Detroit's Consumer Price Index for 1971 with that of 1972 reflecting a 4.1 increase. This reference has implications illustrating any such increase,in reality,greatly diminishes

real purchasing power.

Both the City and Association point to other City employee pay rates for favorable argument. When the City mentions lower paid employees, the Association refers to the Buidling trades. Neither are in themselves controlling. Collective bargaining agreements are by their very nature a veritable tug of war between conflicting interests all attempting to survive as best they can. What one group may value, another will find useless. Of these values collective bargaining agreements are made. Comparisons may or may not have any real significance. Postulation by the City when referring to costs has often advocated that any increase for police will have far-reaching ramifications on other City employees. This is because certain collective bargaining agreements maintain a salary pay differential between that unit and the patrolman (FFA, Det. Police Lieutenants and Sargeants Assoc.).

This final resolution, as are most in life, is a compromise between conflicting and diverse beliefs. On the one side is the City claiming neither funds or resources are available to pay the salary increase. There is to be no further help for the financial morass in which the City presently finds itself over which it has no control nor hope for the future.

On the other hand the Association believes, and hardly anyone today takes exception, that a patrolman's job is at the very least, a most trying and difficult assignment. He many times is fraught with peril and buffeted in storms that he must use every ounce of wit, strength and will to survive. His instantaneous behavior may well mean the difference between a successful prosecution on an important matter where thousands of dollars have been invested or the criminal going scot-free. He must be familiar with the "Miranda" rights and today's complex rules on search and seizure that very often change month to month. His most adamant admirer believes he must be superman, babysitter, diplomat and qualified social worker. He must be a minature judge and even if he knew which one to be he would still, in most instances, be thoroughly confused. His one thoughtless remark or derogatory statement may well be the spark that ignites an inferno.

In this day of high profits in crime (drugs) he is tempted by bribe. An adequate pay level for himself and his family leaves him absolutely no valid reason to violate his oath of duty to preserve order and justice.

Detroit is entitled and has need of the best and cannot afford anything less. It is hoped an adequate wage will attract the kind of officer who will be a valuable asset to the total community.

Are there any avenues upon which the City might tread to explore additional revenue sources not only for the City's general budget but for school, pollution control, public transportation, recreational facilities, etc. - - the list is endless.

Ingenious legislative minds have overcome greater difficulties in the past although there are those who say they can't remember when. Perhaps the State Lottery could be modified to assist cities in their fight against financial blight. It is anticipated the magnificent new $500 million Ford Riverfront Project already beyond the planning state will regenerate new life and revenues to the City.

In the future it may be possible to devise systems wherein rewards of productivity increases are shared by both the patrolman and City. With such incentives both parties would be induced to work together in a true spirit of cooperation and harmony for their mutual benefit.

The revised criminal code is presently before the Michigan legislature. Some sociologists believe police should be freed from dealing with victimless crimes such as prostitution, gambling and marijuana so officers can better concentrate on fighting crimes of a violent nature. If, as some assume, surveillance of these types of crime cost about half our police resources a tremendous saving is in the offering.

This contract will not reach its zenith until March of 1974 and because of its 2 year duration, should allow greater flexibility in City budgeting. This issue is one of priorities. Although the settlement at first blush appears substantial, the weighed average salary increase

is only approximately 0.5% over the President's Phase II guidelines. Said guidelines are now in a state of flux.

This Panel being fully advised and thereby being aware in the premises believes the above salary schedule is just, fair and equitable to both parties.

ASSOCIATION PROPOSAL #2 SALARIES, OTHER CLASSIFICATIONS

DECISION: The salary schedule for other classifications shall be as follows:

(a) Asst. Supv. of Motor Vehicles

Effective July 1, 1972	$13,902.00
Effective November 1, 1972	14,192.00
Effective March 1, 1973	14,482.00
Effective July 1, 1973	14,772.00
Effective January 1, 1974	15,312.00
Effective March 1, 1974	15,862.00

(b) Band Director

Effective July 1, 1972	$13,861.00
Effective November 1, 1972	14,151.00
Effective March 1, 1973	14,441.00
Effective July 1, 1973	14,731.00
Effective January 1, 1974	15,271.00
Effective March 1, 1974	15,821.00

(c) Communications Officer

EFFECTIVE JULY 1, 1972

Start	$ 9,984.00
After 1 yr.	10,768.00
After 2 yrs.	11,555.00
After 3 yrs.	12,252.00
After 4 yrs.	13,069.00
After 5 yrs.	13,451.00

EFFECTIVE NOVEMBER 1, 1972

Start	$10,317.00
After 1 yr.	11,143.00
After 2 yrs.	11,970.00
After 3 yrs.	12,722.00
After 4 yrs.	13,359.00
After 5 yrs.	13,741.00

EFFECTIVE MARCH 1, 1973

Start	$10,651.00
After 1 yr.	11,518.00
After 2 yrs.	12,385.00
After 3 yrs.	13,192.00
After 4 yrs.	13,649.00
After 5 yrs.	14,031.00

EFFECTIVE JULY 1, 1973

Start	$10,984.00
After 1 yr.	11,893.00
After 2 yrs.	12,805.00
After 3 yrs.	13,662.00
After 4 yrs.	13,939.00
After 5 yrs.	14,321.00

EFFECTIVE JANUARY 1, 1974

Start	$11,217.00
After 1 yr.	12,268.00
After 2 yrs.	13,225.00
After 3 yrs.	14,132.00
After 4 yrs.	14,479.00
After 5 yrs.	14,861.00

EFFECTIVE MARCH 1, 1974

Start	$11,651.00
After 1 yr.	12,643.00
After 2 yrs.	13,635.00
After 3 yrs.	14,627.00
After 4 yrs.	15,029.00
After 5 yrs.	15,411.00

(d) Police Data Processing Programer

Effective July 1, 1972

Start (Min.)	$13,629.00
Max.	$14,778.00

Effective November 1, 1972

Start (Min.)	$13,919.00
Max.	$15,068.00

Effective March 1, 1973

Start (Min.)	$14,209.00
Max.	$15,358.00

Effective July 1, 1973

Start (Min.)	$14,499.00
Max.	$15,648.00

Effective January 1, 1974

Start (Min.)	$15,039.00
Max.	$16,188.00

Effective March 1, 1974

Start (Min.)	$15,589.00
Max.	$16,738.00

(e) Radio Maintenance Officer

Effective July 1, 1972	$13,902.00
Effective November 1, 1972	14,192.00
Effective March 1, 1973	14,482.00
Effective July 1, 1973	14,772.00
Effective January 1, 1974	15,312.00
Effective March 1, 1974	15,862.00

(f) Radio Systems and Planning Officer

Effective July 1, 1972	$14,607.00
Effective November 1, 1972	14,897.00
Effective March 1, 1973	15,187.00
Effective July 1, 1973	15,477.00
Effective January 1, 1974	16,017.00
Effective March 1, 1974	16,567.00

ASSOCIATION PROPOSAL #3

LONGEVITY: The Panel grants the following:

DECISION: There shall be an additional longevity payment of one percent (1%) of the employee's base salary after completion of Twenty-one (21) years of service.

The Association holds this request was meant to supplement the senior patrolmen proposal #4. It is maintained that granting both proposals would result in a longevity program for patrolmen conforming to the City-wide plan available to other employees. The City maintains the existing compensation package is fair, just and adequate and any further changing of police benefits would result in dissatisfaction among other City employees.

This is because present benefits are recognized and accepted as essentially equitable among City employees. Recognizing these factors and fully appreciating the position of both parties this award is predicated upon the total settlement.

ASSOCIATION PROPOSAL #4

SENIOR PATROLMEN:

DECISION: The Panel denies this proposal. This matter has been considered in reaching decisions of other proposals.

The Association requested this proposal because; "we are merely seeking additional compensation for years of service in order to prevent these guys from leaving the Department, as an inducement for them to stay and in recognition of greater years of service" (Tr. p.73). The City feels such inducement is not warranted and any additional compensation, even if granted, should be based only on merit.

Furthermore, the City believes granting this request would only widen the existing inequities between younger and older officers maintaining any additional reward should be at management's prerogative.

It is hoped the parties will continue to negotiate in this area. Perhaps it would be a wise policy, in this day of specialization, to reward those individuals who further their formal education after becoming a member of the Detroit Police Department.

ASSOCIATION PROPOSAL #5

OVERTIME PAYMENT

DECISION: The Panel grants the following:

(a) Other than off-duty court time. This panel understands the first 50 hours the employee has the option of taking cash at 1 1/2 times rate of pay or compensatory time at rate of 1 1/2 times hours worked. Over 50 hours worked the employee must receive cash at 1 1/2 times rate of pay. The number 50 is hereby changed to the number 75 and substituted where appropriate, all other provisions applying.

(b) Off-duty court appearances. This panel understands the first 36 hours must be taken as compensatory time at rate of 1 1/2 times hours worked. All time spent in court over 36 hours is to be paid for in cash at 1 1/2 hours worked. The number 36 is hereby changed to the number 40 and substituted where appropriate, all other provisions applying.

Comparatively speaking there was little discussion on this proposal. The Association held the older men wanted time off while the younger personnel desired cash. At the employee option both types would be satisfied. Management, on the other hand, felt any tampering with the status quo would jeopardize their ability to have available adequate personnel when needed. However, City representatives admitted time off had to be with the consent of the supervisor. This award is a compromise and may well result in a cash savings to the City.

ASSOCIATION PROPOSAL #6

HOSPITALIZATION FOR RETIREES

DECISION: The Panel denies this proposal.

The City maintains it presently pays full cost of ward service hospitalization and surgical insurance for retired policemen. It is agreed the City also makes available participation in a group plan at group rates to dependents of retirees. The City also claims the request is not a mandatory subject of bargaining, citing the Allied Chemical case (40 Law Week 4042) decided by the U.S. Supreme Court in December, 1971. The agreement is persuasive and the Association has furnished little evidence to support its claim.

ASSOCIATION PROPOSAL #7

SICK LEAVE ON RETIREMENT

DECISION: The Panel grants the following:

(A) Upon retirement the employee may receive payment of one-half (1/2) accumulated sick leave bank to a maximum of 60 days. The first 30 days credit toward the maximum 60 days shall be calculated as before, (ie. 30 days toward one-half (1/2) accumulated sick bank at rate of one day credit for one day accumulated sick time.) The additional 30 days toward the 60-day limit of one-half (1/2) accumulated sick leave bank shall be calculated at the rate of 2 days accumulated sick leave to one (1) day's pay.

Example - 60 days accumulated sick bank
Allowed - 30 days payment $\frac{(60)}{(2)}$

Example - 90 days accumulated sick bank
Allowed - 37.5 days payment $\frac{(90)}{(2)}$

$\frac{(45-30)}{(2)} = 7.5$ days + 30 days

Example - 180 days accumulated sick bank
Allowed - 60 days payment (Max.)

$\frac{(180)}{(2)} \quad \frac{(90-30)}{(2)} = 30$ days + 30 days

There was testimony that City employees in other bargaining units are allowed more than 30 days payment for accumulated sick days. The City maintains the original Association demand is exorbitant and granting such a request would once again upset the delicate balance established relative to various bargaining groups. These matters have been seriously considered and the decision reflects a balancing of the interests - rewarding to some degree that employee who maintains a reliable attendance record.

(B) The Association proposal that at the employee's option he may elect to have his accumulated sick leave applied toward his retirement is DENIED.

The reasons are too numerous to detail. The City's argument is most convincing. This Panel should steer clear of legal entanglements where possible. (City Brief pp. 12 and 13, City Ex. 72C-37)

ASSOCIATION PROPOSAL #8

PHYSICAL EXAMINATION

DECISION: The Panel denies this proposal.

This request was for an annual physical examination either by a City physician or by the employee's own doctor with the City paying the cost. There was testimony that certain supervisory employees are at present covered under an insurance program. Testimony also indicated the Firefighters are allowed a physical checkup every two years. The City agrees this would be desirable but lacks the funds. Lacking convincing proof the Panel is not convinced the request should be granted.

ASSOCIATION PROPOSAL #9

RESIDENCY

DECISION: The Panel declines to rule on this proposal at this time.

There can be no doubt but that this dispute alone is probably the single most controversial and emotional issue to arise out of this arbitration proceeding. The City maintains the Michigan Court of Appeals has ruled residency is not a mandatory subject of bargaining and therefore not arbitrable. The Association has appealed this ruling to the Michigan Supreme Court while requesting this Panel to hear testimony in the event the State Supreme Court rules the issue is a mandatory subject of collective bargaining. Where possible this Panel should restrict itself to issues clearly within its purview. Such occasion is not here present; therefore this Panel declines to render an opinion as being without authority.

ASSOCIATION PROPOSAL #10

DURATION OF CONTRACT - NON ECONOMIC

DECISION: The expiration date for the non-economic contract entered into between the parties shall be three (3) years from the effective date of the contract. The effective date of the non-economic contract shall be the date the Detroit Common Council approves the non-economic pact.

Six months prior to the expiration date both parties are hereby instructed to schedule negotiation meetings towards a new non-economic contract.

ECONOMIC CONTRACT

The economic contract will become effective July 1, 1972 and expire June 30, 1974 unless otherwise stipulated by the parties.

All retroactive pay increases are to be paid within four months commencing from the date a majority of the Panel affix their signatures to this document.

The Panel reserves jurisdiction to settle any disputes which may hereafter arise concerning the interpretation or implementation of the award made herein.

The above award reflects the decision of the Chairman and the Association's delegate to the Arbitration Panel. This award is hereby executed this 2nd day of February, 1973 by the Chairman reflecting the above dispositions on the matters in dispute between them.

Bruce A. Fox

Bruce A. Fox, Chairman

Jack Wood

Jack Wood, Member

Allen A. Hyman, Member

February 2, 1973
SRH