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Sec'd. 6/83

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.....)	
In re arbitration between)	Compulsory Arbitration Pursuant
City of Inkster, Employer)	to Act 312, Public Acts of the
and)	State of Michigan, 1969, as A-
Inkster Police Officers)	mended by Act 127, Public Acts
Association, Fraternal)	of 1972, [MCLA 423.238: MSA 17.
Order of Police, Union)	455 (30)]. Resolution of Im-
.....)	passe Issues Under Section 9.
	<u>MERC Case No. D81 D913.</u>
	<u>OPINION AND ORDER OF</u>
	<u>ARBITRATION PANEL</u>

Before the arbitration panel in these proceedings are seven issues upon which the parties are at impasse in their negotiations for a renewal of their collective bargaining agreement. All of the impasse issues are economic issues. All other issues arising out of or discussed by the parties in their negotiations are acknowledged by them to have been settled in those negotiations, as the stenographic record of these proceedings will show.

The seven issues which are the subject of the opinion and order of this arbitration panel are: 1. Wages, Article XXVIII; 2. Uniform Allowance (Clothing), Article XXVII; 3. Residency, Article XXXVII; 4. On-Call Status and Pay for Detectives, (no present agreement language); 5. Employer Paid Dental Plan, (no present language); 6. Work Rules, Article XXXIII (b), (police dispatchers); 7. Vacation Leave, Article XXII (a).

Seriatim, and based upon the last and final offers or proposals of the parties and the decisional factors set out in Section 9 of the statute, the opinion and order of the arbitration panel follows, beginning at page 2 of this opinion and order.

I. Wages, Article XXVIII.

- A. 1982-1982. The position (offer) of the City of Inkster is that there shall be no increase in the wages of members of the bargaining unit effective July 1, 1981.

The position of the Police Association is that there shall be an increase of two-percent in the wages of members of the bargaining unit effective July 1, 1981.

The decision and order of the arbitration panel on this economic issue is that there shall be no increase in the wages of members of the bargaining unit effective July 1, 1981.

- B. 1982-1983. The position of the City of Inkster is that members of the bargaining unit shall have an increase of four-percent in their wages effective July 1, 1982.

The position of the Police Association is that members of the bargaining unit shall have an increase of five-percent in their wages effective July 1, 1982.

The decision and order of the arbitration panel is that members of the bargaining unit shall have an increase in their wages of four-percent effective July 1, 1982, in settlement of this economic issue.

- C. 1983-1984. The position of the City of Inkster is that there shall be an increase of three-percent in the wages of members of the bargaining unit effective July 1, 1983.

The position of the Police Association is that there shall be an increase of five-percent in the wages of members of the bargaining unit effective July 1, 1983.

I. Wages, Article XXVIII, (cont'd.)

C. 1983-1984, (cont'd.)

The decision and order of the arbitration panel is that there shall be an increase of five-percent in the wages of members of the bargaining unit effective July 1, 1983, in settlement of this economic issue.

D. Implementation. The translation of the arbitration panel's wage decision and order into collective bargaining agreement language shall consist solely in alteration of the language of Article XXVIII (A), 2, Pay Grades, to show:

1. No change in any of the pay steps for Patrolman/woman and Specialist effective July 1, 1981.
2. A change in Step 4 only of the pay steps for Patrolman/woman and Specialist to \$23,989 and \$25,428, respectively, effective July 1, 1982.
3. A change in Step 4 only of the pay steps for Patrolman/woman and Specialist to \$25,188 and \$26,699, respectively, effective July 1, 1983.

II. Article XXVII, Uniform Allowance.

The City of Inkster proposes that a second and final sentence be added to the present language of the subject Article for the purpose of requiring an accounting of monies provided by that Article:

"Furthermore, each sworn employee shall, on July 1st of each year, present to the City an accounting for the five hundred and fifty dollars (\$550.00) verifying the purchase of uniforms, provided, however, that one hundred and fifty dollars (\$150.00) of this sum may be applied toward the cleaning of uniforms."

II. Article XXVII, Uniform Allowance, (cont'd.)

The Police Association proposes that there be no change in the language of the subject Article.

The decision and order of the arbitration panel in settlement of the economic issue is that there be no change in the language of the subject Article.

III. Article XXXVII, Residency.

The City of Inkster proposes that the language of the subject Article be amended by addition to it of the following clause:

"....., except that new hires shall be required to live within the corporate limits of the City of Inkster within ninety (90) days of hire."

The Police Association proposes that there be no change in the language of the subject Article.

The decision and order of the arbitration panel in settlement of this economic proposal is that there be no change in the language of the subject Article.

IV. On-Call Status and Pay, Specialists (Detectives).

The Police Association proposes that new language be added to the collective bargaining agreement granting to each employee subject to on-call status \$250.00 per quarter.

The City of Inkster proposes that there be no change in the parties' collective bargaining agreement under this heading, and that the Police Association's proposal be denied.

The decision and order of the arbitration panel in settlement of this economic issue is that the proposal of the Police Association is denied.

V. Dental Insurance.

The Police Association proposes that a new Article be added to the parties' collective bargaining agreement requiring that premiums for the current voluntary dental plan be assumed and fully paid by the City of Inkster.

The City of Inkster proposes that no new Article be added to the collective bargaining agreement reflecting the proposal of the Police Association.

The arbitration panel decides and orders that the proposal of the City of Inkster is granted in settlement of this economic issue.

VI. Article XXXXIII (b), Work Rules (Police Dispatchers).

The City of Inkster proposes that the following language shall replace the subject Section in the parties' collective bargaining agreement:

"In the sole discretion of the Chief of Police, or his designate, a sworn police officer and/or any other individual, including but not limited to civilian personnel who are not members of this bargaining unit, may be assigned to receive and dispatch police and other emergency calls. Nothing in this Section shall be construed to require that sworn police officers must be assigned to dispatch duties. Within six (6) months, reckoned from the date of the opinion and order of the arbitration panel rendered in Act 312 MERC Case No. D81 D913, a representative of the City and a representative of the Police Association will meet and discuss training standards for employees assigned to the position of dispatcher."

The Police Association proposes that there be no change in the language of the subject Article and Section.

The decision and order of the arbitration panel is that the proposal of the City of Inkster is granted.

VII. Vacation Leave, Article XXII (a).

The Police Association proposes an increase of one day in each of the three employee-service steps set out in the subject Section, except that for the second such step which shall be increased by two additional days.

The City of Inkster proposes ^{8/11/83}proposes an increase of one day of vacation in each of the three employee-service steps set out in the subject Section.

The decision and order of the arbitration panel is that the City's proposal is granted and that subject Section is amended to read as follows, effective July 1, 1983:

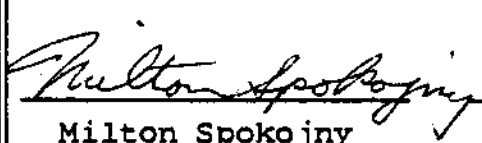
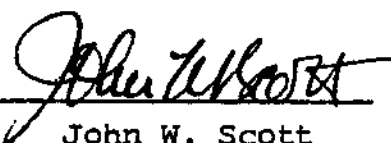
"During the first five (5) years of employment, all seniority and probationary employees shall receive vacation at the rate of thirteen (13) regular scheduled work days. New probationary employees, however, may not be permitted vacation leave until they have completed six (6) months of their probationary period. After five (5) years, seniority employees shall receive seventeen (17) work days of vacation. After ten (10) years of seniority, employees shall receive twenty (20) work days of vacation."

STIPULATIONS

On the record of these proceedings the parties have declared that they have settled between them in their negotiations all issues and matters of any kind whatever that were the subject of those negotiations, except for the issues dealt with by this decision and order of the arbitration panel.

During their negotiations leading to this decision and order the parties arrived at certain tentative agreements which are attached to this decision and order. Those tentative agreements are listed here by title, and their text is attached showing the initials of the parties' representatives. The stipulations agreed upon by the parties are effective as agreements between them effective July 1, 1983. The stipulations concern:

1. Article VII, Grievance Procedure, Steps 3 and 4.
2. Article XV, Duty Disability Leave, Sections (a) - (e).
3. Article XVI, Income Protection Disability, Sections (a)-(g).
4. Article XXXIII, Court Time, Section (d).
5. Article XXXIV, Overtime, Section (d).
6. General Order #81-2, dated 1/26/81, Overtime Procedure.
7. Supplement to General Order #81-2, Item #2, Para. (2), dated January 30, 1981.

Milton Spokojny
City Delegate

John W. Scott
Chairman.



Brian Smith
Association Delegate

June 14, 1983
(date)

June 10, 1983.
(date)

June 14, 1983
(date)

*Assent as to issues
IV, V, VI at pages
5 and 6 hereof. BT.*

MANAGEMENT DEMAND

Tentative Agreement

ARTICLE VII GRIEVANCE PROCEDURE

6-6-83
Step 3 only
T.A.
Step 3 only
J.A.

(e) STEP 3 - If the grievance is not satisfactorily settled as a result of this meeting, the Association representative shall appeal such grievance to the City Manager (or designee) within ten (10) days of receipt of the written decision by the Chief as provided for in Step 2. A meeting shall then be arranged with the City Manager (or designee) as soon as possible after receipt of the written decision of the Chief of Police. A decision in writing by the City Manager (or designee) shall be given to the Association representative and a copy to the union within ten (10) days after such meeting.

del
STEP 4
done
9-15-82

~~(e) STEP 4 (b) - Paragraph 3 - If the grievance is submitted to an Arbitrator as provided for in Step 4 (a) above, the cost of the Arbitrator shall be borne equally by both parties, [however, each party shall make arrangements for and pay the expenses of witnesses and own costs for Arbitrator.]~~

FOR THE CITY:

Signature

Date

FOR THE UNION (IPOA-FOP):

Signature

Date

6-6-83

- (a) A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by the Michigan Workmen's Compensation Act.
- (b) In order to be eligible for Duty Disability Leave, an employee shall; immediately upon becoming aware of injury or illness, immediately report any illness or injury, however minor, to his immediate supervisor and take such first-aid or treatment as may be recommended, or waive such first-aid or treatment in writing.
- (c) Employees on Duty Disability Leave shall not accrue sick leave.
- (d) Seniority or probationary employees who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:
1. Management shall, for a period not to exceed 78 weeks, supplement without charge to sick leave or vacation leave, workmen's compensation and their normal weekly earnings, excluding overtime and premium pay, except that for the last 26 weeks the employee shall not receive longevity, gun allowance, uniform allowance, or educational allowance.
 2. After seventy eight (78) weeks of Duty Disability Leave, if employee has sufficient accrued sick leave, he will receive a payroll check for the difference between the workmen's compensation check and his normal bi-weekly payroll check (exclusive of shift differential and other work premiums) to the extent of his accrued sick leave only.
- (e) Any seasonal, temporary, or part-time employee who sustains an illness or injury arising out of, and in the course of his employment shall receive only such benefits as he may be entitled to under the provisions of the Workmen's Compensation Act. Benefits provided for in this section apply only to seniority and probationary employees.

1-13-82

6-6-83

INCOME PROTECTION DISABILITY

For disabling injuries not duty related, the City will make available an Income Protection Disability Insurance Program, encompassing the following principles:

- (a) Eligible - Full time permanent salaried employees not yet age 65. New employees covered on the first of the month following employment. All qualified employees must participate.
- (b) Monthly benefits begin after 90 consecutive days of disability and will be sixty (60%) per cent of salary up to \$800 benefit per month, exclusive of overtime or other pay additives.
- (c) Monthly benefits for a period of two (2) years will be paid when employee is certified by a qualified physician as being unable to engage in regular City occupation due to sickness or accidental bodily injury. If employee is certified by a qualified physician as being unable to engage in any gainful occupation for which he is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.
- (d) Employee to pay fifty (50%) per cent of premium costs. Deducted from paycheck.
- (e) Employee's premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workmen's compensation and other government and employer sponsored benefits — police and fire personnel not covered by social security.
- (f) No evidence of insurability required.
- (g) Maximum Duration — Sickness and accident to age 65.

6-6-83

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ARTICLE XXXIII COURT TIME - new subsection (d)

(d) Court time shall include only those times where the police officer is subpoenaed into court (as a result of duties performed as a City of Inkster police officer) or where the police officer attends Michigan Liquor Control Commission hearings, Michigan Secretary of State hearings, parole board hearings, or any other hearings which the Chief of Police or his designee shall approve.

In situations where the Chief of Police or his designee has the discretion to approve Court time for attendance at hearings, the police officer shall submit his request in writing and which request shall be answered in writing prior to the police officer attending the hearing.

T.A.

1-13-72

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6-6-83

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B.9.4

T.A.

1-13-72

UNION DEMAND

Tentative Agreement

ARTICLE XXXIV OVERTIME

dated 1/26/82 BT
(d) General Order 81-2, Overtime Procedure - patrol members shall be governed by this procedure for overtime for the Association.

6-6-83
[Signature] BT

FOR THE CITY:

[Signature]
Signature

7-26-82
Date

FOR THE UNION (IPOA-FOP):

[Signature]
Signature

7/26/82
Date

TO: All Personnel

SUBJECT: OVERTIME PROCEDURE, PATROL MEMBERS - REVIEW DATE: JANUARY 27, 1981,
EFFECTIVE DATE: (SEE V)

I. PURPOSE:

1. To establish uniformed policies for the allocation of overtime to members of the Inkster Police Department, specifically assigned to patrol functions.
2. To outline noncomplicated procedures for the selection of patrol members for overtime duties with assurance that selections will provide fair and equitable distribution.
3. To provide continuous visual accountability to all members wishing to examine individual accumulations and thereby inviting corrective action, should there be a need, with minimal time loss.
4. To identify overtime distribution as a joint responsibility and effort between the supervisory staff and members of the I.P.O.A., whom are directly affected through the selection process.

II. RESPONSIBILITY:

1. Members for overtime duties shall be selected and agreed on jointly between a shift supervisor and an I.P.O.A. representative assigned to the shift doing the selection. The task shall, at all times, be undertaken by at least one supervisor and one of the I.P.O.A. representatives who has been previously identified through official documentation, to that shift's supervisory staff.
2. Assigned I.P.O.A. members shall respond and commit themselves to the selection task immediately after being ordered to do so by the supervisor.
3. Failure on the part of any supervisor or member to co-ordinate efforts during selection processes, will be in direct violation to this order and be cause for disciplinary action.

III. ELIGIBILITY:

1. All members of the Inkster Police Department classified as patrol officers and assigned to a platoon for the purpose of patrol, except those members who have not completed their probationary period or who may otherwise be restricted by contractual agreements or Executive orders.

III. ELIGIBILITY (CONT'D):

2. Patrol officer/s working the 2nd watch, assigned to warrants division.
3. For the purpose of clarification, members permanently assigned to plain-clothes divisions and/or specialists details will not be included in this overtime distribution.

IV. PROCEDURE:

Two visual distribution schedules shall be posted; one in the shift commander's office and the other in the squad room. An enclosed bulletin board with locking capabilities shall be furnished to house the squad room schedule. This should prevent charges of tampering with figures. Supervisory staff members shall make entries on the schedule in the supervisor's office. I.P.O.A. representatives shall be responsible for the squad room schedule's upkeep. Both schedules should reflect the same information and must be checked often to avoid errors.

An attached definition/instruction sheet, prepared by the City's Personnel Director, will be useful while getting acquainted with the system. Since this is a partnership responsibility (I.P.O.A. and Supervisors), clearer understanding and comprehension may be gained through open discussion with one another.

CLARIFICATIONS:

1. System Life: Systems shall remain effective for one year with a final/total compilation to include June 30th. of each year and a new system to be activated July 1st. of each calendar year with all previous overtime hours eradicated and all members credited with zero hours. The intent is to afford all members with equal earning opportunities throughout a full year.
2. Light Duty: Officers assigned to in-house duties because of medical or other reasons, are to be considered for overtime but only when the officer's restrictive capabilities will not conflict with other members who may be assigned like restrictive duties on the shift requiring the overtime. In such cases, restricted members will not be considered for overtime, nor charged with a refusal.
3. Not Available: Members not notified of available overtime through written or verbal communications, will not be charged with the usage or refusal of overtime hours, but be carried as Not Available.
4. Seniority: In cases of all ties, seniority shall prevail.

Approved: [Signature] Date: [Signature]
[Signature]

CLARIFICATIONS (CONT'D):

5. Leaves: Members on official leaves from the Department, other than those leave (off) days as designated by schedule, will not be considered for overtime nor charged with a refusal (also see nonduty leaves).
6. Nonduty Leaves: During extended leaves, for personal or medical reasons, not duty connected, members will be carried on the overtime schedule and maintain the number of accumulated hours which existed prior to the leave for a thirty (30) work day period. After a thirty (30) work day leave, members will continue to be carried as "Not Available" and on return to active duty, the member's hours shall be entered on the overtime schedule equaling that of the highest accumulation and the member shall commence the rotation of overtime from that point.
7. Duty Related Leaves: During duty related leaves, for whatever reason, a member shall be considered unavailable for overtime during the period of the leave. Accumulated hours which existed at the time of the leave shall remain unchanged and the member can expect to continue within the system on the basis of the prior accumulation, when returned to active duty.
8. Ordering Of Low Seniority Personnel To Fill Vacancies: When attempts to fill overtime vacancies fail after exhausting procedures as outlined in this order, supervisors shall fill the void by ordering in the lowest nonprobationary officer from the shift preceding the shift requiring the overtime.
9. New Entries: Members entering into the system due to transfers, termination of probation or any other reasons, will, for the purpose of the system, be assigned hours equal to the top accumulated hours shown on the schedule at the time of entry and enter into the rotation process from that date.

V. EFFECTIVE DATE:

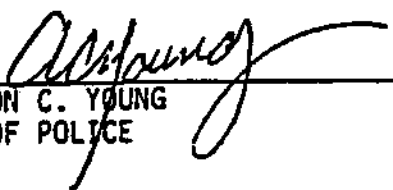
This order shall supercede all previous orders relative to overtime and shall be retroactive to include January 1, 1981.

VI. CANCELLATION:

This order is in effect until January 1, 1984. Prior to that date, however, members of the Review Board shall study the order, recommend changes or it's extension.

Other changes may be implemented and instituted by the Police Administration when it is felt that such changes will be for the good order of the Department.

BY ORDER OF:


ANDERSON C. YOUNG
CHIEF OF POLICE

:jb

cc: Personnel Director Fagan Stackhouse
Deputy Chief C. Curry
Lt. E. Baker - Sgt. R. Lewis
Lt. J. Buckley - Sgt. S. Bosshard
Lt. L. Pendergrass - Sgt. M. Kadoura
Lt. C. Pilch - Sgt. D. Quashnie
Lt. W. Reid - A/Sgt. J. Latarski
Sgt. T. Colwell
I.P.O.A. Executive Board Members
Officers Chris Clark
Stephen Borisch
John Shea
Edward Barksdale

GO Book

INTER-OFFICE MEMORANDUM

CITY OF INKSTER, MICHIGAN

TO: All Personnel

DATE: January 30, 1981

FROM: Anderson C. Young *acY* Police Chief

SUBJECT: SUPPLEMENT TO G.O. #81-2 - OVERTIME PROCEDURE - ITEM #2, PARA (2)

Should the named representatives, for any reason, not be available to assist in the selection process, the supervisor shall call on his high seniority personnel to serve as the representative.

:jb

cc: Personnel Director Fagan Stackhouse
Deputy Chief Curry
Lt. E. Baker - Sgt. R. Lewis
Lt. J. Buckley - Sgt. S. Bosshard
Lt. L. Pendergrass - Sgt. M. Kadoura
Lt. C. Pilch - Sgt. D. Quashnie
Lt. W. Reid - A/Sgt. J. Latarski
Sgt. T. Colwell
I.P.O.A. Executive Board Members
Officers: Chris Clark
Stephen Borisch
John Shea
Edward Barksdale

GO Book

Supplement, G.O. #81-2, Jan 30, 1981
1/31/81