

189

10/30/71 ARB
11/2/71

COMPULSORY LABOR ARBITRATION TRIBUNAL

Under Michigan Public Act #312 of 1969

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In the Matter of the Arbitration between * Re: Interest Arbitration -
The City of Dowagiac * Dowagiac Police
-and- * Patrolmen & Sergeants
Teamsters Local #214 *

* * * * *

10/30/71
Board Member Appointed by City of Dowagiac: Ivan Gwilt, Councilman
Board Member Appointed by Teamsters #214: Paul Gully, Bus. Agent
Neutral Chairman: M. David Keefe

Opinion Explaining Award prepared by the Chairman.

Appearances:

City of Dowagiac

N. Cobb, Atty.
L. Eldridge, Atty.

Teamsters #214

J. Valenti, President

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Prefatory Hearing Record

The impartial Chairman was duly selected in conformance with the requirements of the Act and Hearings were held on the matters in dispute on August 26 and 27, 1971 in conference quarters of the Ramada Inn located in Kalamazoo, Michigan. A transcript of these proceedings was kept by a court reporter and the parties submitted post-hearing briefs in support of their positions on all open issues upon which the Board of Arbitration was called upon to rule. Board Meetings, called by the Chairman, took place on October 7, 1971 in offices of the Michigan Employment Security Commission, located in Detroit, Michigan and, again, on Saturday, October 16, 1971, and Saturday, October 30, 1971, in conference quarters of the Teamsters Health & Welfare Plan Building in

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Detroit. In these sessions the Board gave full consideration to the items to be resolved in accordance with its statutory obligations, as defined in the Act. The disposal of all issues in dispute flows therefrom as hereinafter set forth.

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A = Board Reservation of Jurisdiction

A Preliminary Board Decision & Award

The resolution of the involved disputes derived from two principle applications of Board consideration and decisions, as follows:

- I. Certain matters, as hereinafter specifically described, came into the area of Agreement on Principle between the parties, with Board consent, but without precise implementation through contract language.
- II. Other matters, as also hereinafter specifically described, either came into Agreement between the parties or are ruled by the majority will of this Board to be said Agreement, with precise language reflecting the adopted disposition of the particular items.

With respect to disputes solved under the general group heading of I, the Board specifically retained jurisdiction over those items where such action was deemed prudent until the Master Agreement is signed, for the sole purpose of resolving possible impasse on specific language, as hereinafter indicated, or until timely reports are forthcoming from appropriate Study Committees with the results acted upon by this Board, also as hereinafter indicated.

With respect to disputes solved under the general group heading

of II, it is the majority will of this Board that the particular, precise language set forth as the adopted disposition of specific items shall be incorporated without change, modification or alteration in the Master Agreement but the Board does retain jurisdiction, until said Master Agreement is signed, over any possible impasse which might develop over the appropriateness or effect of any other provision, clause or language in the Agreement which either partly calls on this Board to consider and rule upon for the sole purpose of insuring that the total Agreement gives consonant and congruous meaning and application to each and all matters which have been submitted to this Board and are dealt with herein, as was arranged for at the onset of the Hearing (T-7) and approved by the parties (T-8).

Further, it is also the majority will of this Board that the parties stand hereby directed to meet forthwith for the purpose of promptly arriving at mutually approved language covering the total Agreement between them and are charged with the responsibility to report the status of such negotiations to the Chairman no later than two weeks after receipt of this award.

Finally, by direction of this Board, based upon its reserved rights (T-7) and majority will, the Agreement between the parties shall be of 3-years duration, commencing October 1, 1971 and expiring September 30, 1974, with all of its terms and conditions firmly fixed as hereinafter set forth and the effective date of the economic aspects of this Agreement is declared to be October 1, 1971, to be implemented to the fullest extent and on the earliest date or dates permissible, granted or approved by duly constituted regulatory authority vested

with administration of Pay Controls but the effective date for implementation of all non-economic aspects and provisions of this Agreement is declared to be no later than the date of signing of the Master Agreement or three weeks after the issuance of this award, whichever occurs first, except with respect to specific items upon which the Board retains jurisdiction for any of the reasons enumerated herein and about which it has not, as of that date, rendered its final decision.

M. David Keefe
M. David Keefe, Neutral Chairman

concurring - ~~XXXXXXXXXX~~

concurring - ~~XXXXXXXXXX~~

signed by I. Gwilt
I. Gwilt, Board Member
The City of Dowagiac

signed by P. Gully
P. Gully, Board Member
Teamsters Local #214

Dated: October 30, 1971

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B = Board Decision & Award embracing
Group "I" Items:
Agreements in Principle between the Parties

Through their agents, the respective partisan Board Members, the following items, as separately dealt with and discussed hereafter, were signified to be matters of Agreement on Principle between the parties and, with the approval of the Neutral Chairman, were withdrawn from further, immediate consideration by this Board.

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Item #1: The Agency Shop

In the Board Meeting of 10-7-71, the Partisan Board Members reported to the Chairman that they were in agreement on the principle of the Agency Shop which is to be appropriately incorporated into the Labor Contract. The partisan members requested the Chairman to approve withdrawal of this Item from Board consideration, pending development of mutually agreed to language.

Subject to retention of ultimate jurisdiction by the Board of authority to dispose of residual disputes in this area, the Chairman approved and consented.

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Item #2: Jurisdictional Rules of the Union

The Union's original proposal on this Item read:

"Section 2. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units."

The Transcript reveals that the thrust of the Union's intent is:
(T-37)

"Our basic position is that an inter-unit flexibility is certainly not being opposed. The position of replacement in terms of emergency is not being opposed. The position of another law enforcement agency in terms of assistance is not being opposed. I think our position, to oversimplify our position is, we're talking about the non-unit employee coming in for the purpose of a lay off or for the purpose of actually taking the job over on a permanent basis or a basis that, outside of an emergency, where they claim an emergency to be for the next three or four weeks or the next five days position. And, we're saying we have adequate language to protect the City's position if they have absences or if they

have emergencies through the three systems: Flexibility system or move up system of the lower class--"

On this understanding as to the intent and purpose of the desired clause, the parties agreed to the deletion of the word "rules" from the Union's proposal and the suffixing of the following sentence thereto:

"Before resorting to vacancy coverage outside the Bargaining Unit, the possibility for filling the vacancy will first be exhausted within the Unit."

With this solution accepted by each side, the partisan Board Members, in the meeting of 10-7-71, requested the Chairman to approve withdrawal of the Item from Board consideration. This request was granted.

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Item #3. Promotions Outside of the Bargaining Unit

In the meeting of 10-7-71, the partisan Board Members signified that this Item was a matter of agreement between them on the following basis:

"Section 6. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position, beyond twelve (12) months from date of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs."*

*Chairman's Note - suffix: "plus the accumulation up to the additional 1 year ceiling."

In view of this accord, the Neutral Chairman was requested to approve withdrawal of the proposal from Board consideration.

This request was granted.

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Item #4: Grievance Arbitration

The impact of this issue applies to "Article VIII, Discharge & Suspension" and "Article IX, the Grievance Process".

The partisan Board Members reported, in the meeting of 10-7-71, that they agree on the principle that professional arbitration shall be provided as the terminal point to the dispute-solving process so as to afford final and binding settlement on disputes arising during the course of and under the Labor Agreement between the parties. Consequently, the Chairman was requested to approve withdrawal of this Item from Board consideration. The request was granted, subject to retention of ultimate Board Jurisdiction over any possible impasse over enabling language.

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Item #5: Maintenance of Standards

The following provision was endorsed by the partisan Board Members as the full and mutually acceptable substitute for the Union's original proposal:

"The parties agree that if the Union alleges change in a practice which has historically existed and provided advantage or benefit to Bargaining Unit Members as an open practice

which uniformly and consistently applied to affected individuals and, if such claim is not satisfactorily adjusted in the Grievance Process, the dispute shall be arbitrable, with the burden resting on the Union to demonstrate that the practice had, in fact, prevailed on the standards herein defined."

Based on the assurance that the foregoing provision substitutes for the original Union proposal and that no issue exists on the matter, the Chairman was requested to approve withdrawal of the Item from Board consideration.

This request was granted.

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Item #6: Life Insurance and Blue Cross MVF Plan

In the Board Meeting of 10-16-71, the partisan Board Members reported to the Chairman that they agreed upon Employer-paid Life Insurance to the amount of \$5,000.00 covering Bargaining Unit personnel. In addition, the Blue Cross MVF-I Plan was retained, ~~subject to study~~

~~On the strength of these understandings, the~~

Chairman was requested to approve withdrawal of the Item from Board consideration.

The request was granted.

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Item #7: Paid Holidays

In the Board Meeting of 10-7-71, the partisan Board Members reported

to the Chairman that they were in agreement on the granting of each Employee's Birthday and, also, 1/2 day on Good Friday as additional holidays in the first year of the Agreement. Later, in the Board meeting of 10-16-71, the partisan Members reported agreement on the addition of Columbus Day during the second year of the Agreement (1972-73) and Veteran's Day during the third year (1973-74).

Consistent with this understanding, the Chairman was requested to approve withdrawal of the Item from Board consideration.

This request was granted with respect to the substance of the Agreement. However, the Chairman has comment relative to the application of these holidays which is set forth as Item 1 in the review of Group II subjects.

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Item #8: Retirement Plan

In the Board Meeting of 10-16-71, the Chairman made the following proposal to his fellow Board Members:

"On this item, the Chairman recommended to the Board of Arbitration that a Joint Study Committee be appointed by the parties forthwith (and in no case later than before the signing of the Master Agreement) for the purpose of arriving at a basis for establishing a Pension Plan covering the members of the affected Bargaining Units. This Committee is to be charged with responsibility to complete its task and report back its findings and recommendations to this Board of Arbitration no later than the first anniversary date of the Master Agreement. Upon timely receipt of a report of findings and recommendations from the Joint Study Committee the Board of Arbitration shall consider and act on the matter and, to this end, shall retain jurisdiction over the issue of Pensions until an award is appropriately due and issued."

"The study committee is hereby instructed to consider the implementation of the Pension Plan based upon inclusion of the following factors:

1. Past Service Credits shall be limited to 15 years maximum retro-activity.
2. Eligibility for participation shall be based on 2 years seniority.
3. Vesting to the amount of 100% shall be established at 15 years.
4. The minimum base factor for calculation, times years of service, shall be \$2.50.
5. The minimum cost to the Employer shall be \$4.00 per week per covered Employee.
6. The Plan shall become effective on October 1, 1972.
7. On October 1, 1973, the base factor shall be increased above \$2.50 to that amount which an additional \$4.00 per week of Employer contributions will provide.
8. On October 1, 1973, the annual salaries set forth in Group II, Item #9 of the award shall be modified by the reduction of the sum of \$208.00 from every rate."

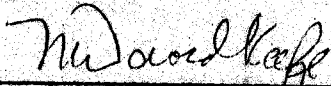
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Item #9: Cost-of-Living


The Chairman recommended that the Union appointed Board Member consent to withdrawal of the Item from Board consideration. The request was acceded to and the Item was withdrawn and dropped.

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The foregoing items covered and included in Group I, above, are ruled upon and disposed of in each case as therein set forth by the unanimous will of this Board of Arbitration.

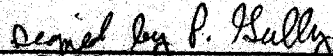

M. David Keefe, Neutral Chairman

concurring - ~~dismissing~~


I. Gwilt, Board Member
The City of Dowagiac

Dated: October 30, 1971

concurring - ~~dismissing~~


P. Gully, Board Member
Teamsters Local #214

C = Board Decision & Award embracing

Group "II" Items

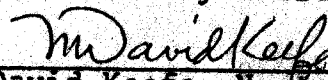
Adopted by, at least, Majority Board Decision

The following items, as dealt with separately hereinafter, were not the fruit of full and complete agreement between the partisan Board Members in early Board Meetings. Each item is prepared so that the Board Members can signify their concurrence or dissent on an item-by-item basis. Finally, provision is made for the Board Members to signify their concurrence or dissent on Board Adoption of its majority decisions on all items as the official and authorized direction and award of this Board of Arbitration.


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Item #1: Holiday Pay

With respect to the Birthday holiday of an affected Employee which occurs after September 30, 1971 but before the effective date for official implementation of this provision by reason of the signing of the Master Agreement or the lapse of 3 weeks after the issuance of this award, it is directed that said affected Employee shall be permitted to elect an alternate day, in lieu of the passed birthday, which can be scheduled at no cost to the Employer which would exceed the scheduling of a normal birthday holiday.



M. David Keefe, Neutral Chairman

concurring - ~~XXXXXXXXXX~~


I. Gwilt, Board Member
The City of Dowagiac

Dated: October 30, 1971

concurring - ~~XXXXXXXXXX~~


P. Gully, Board Member
Teamsters Local #214

Item #2: Completeness of Agreement

All of the contractual matters which were agreed to by the parties prior to the onset of this arbitration proceeding are hereby deemed to continue to be agreements between the parties as part of their total agreement and these, together with those matters which came into agreement between the parties during the course of these proceedings and, also, those matters on which the Board makes awards herein, or later by reason of continuing jurisdiction as already provided, shall all be incorporated into and constitute the full and complete Agreement between the parties for its duration, unless voluntarily amended by the parties.

M. David Keefe
M. David Keefe, Neutral Chairman

~~Concurring~~ - dissenting

Concurring - ~~dissenting~~

Signed by I. Gwilt
I. Gwilt, Board Member
The City of Dowagiac

Signed by P. Gully
P. Gully, Board Member
Teamsters Local #214

Dated: October 30, 1971

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Discussion by the Chairman

Re: Economic Issues

The Board Decisions which follow are based on recommendations by the Chairman which receive at least majority Board approval. In reaching his conclusions, the Chairman was guided particularly by the instructions to the arbitra-

tion panel set forth in Section 9 of covering Act No. 312, Public Acts of 1969, State of Michigan, which directs that:

"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 those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

Specifically, the Chairman, in the interests of confining the outcome to tolerable proportions, deliberately by-passed and gave no allowance for consideration of factors to be

derived under "(d)(ii)" and "(e)". No evidence was presented that "(g)" applied, at all. But, it should be noted, element "(f)" had significant influence on the ultimate outcome. The basic intent and thrust of the opinions were to position the economic standards covered by the Agreement into mid-stream of the pattern applying to similar relationships (both unorganized and organized) in comparable communities within the State of Michigan. The fact is that, at the time of Board consideration, the Employer straggled last behind the parade of 25 comparable communities (4,000 - 9,999 pop. - Mich. Mun. League 1971 survey) which reported annual salaries for patrolmen and sergeants. To achieve this reasonable goal of catchup (which aims only for resting at the medium average among the group), a stretch-out of attainment over the 3 year contract span was employed, in keeping with the "(h)" factor authorized by the Act. Then, for further minimization of the economic impact on the City, certain economic fringes were directed to be included in the Wage Calculation for purposes of determining the extent of permissible catchup to be regarded as equalization of the average salary within the comparable group, as reported in the League statistics which then apply.

From this explanation, it should be readily apparent that the Chairman, in recognizing the lagging posture of the City's pay structure with respect to the involved

classifications, eschewed over-compensation by:

1. establishing the medium (of the comparable range reported by the League) as the target;
2. discounting certain fringes against this calculation so as to contain the ultimate effect, and
3. stretching out the catchup process to the middle Salary ground over a 3 year period.

The basic problem which is universal in public-sector economic considerations was present in this case:

- a. The Employer operates within a budget predicated upon predictable income from routine sources... and experiences difficulty in raising additional revenue.
- b. The Employees get no discounts in paying their way through life, on grounds that their Public Employer cannot afford to pay acceptable rates. To be denied proper economic recognition equates to subsidizing the Employer by a form of peonage.

In this case, the budgetary consideration (as it relates to the Police Department, only) was somewhat eased. A captaincy, historically filled and covered in the last budget, is presently unmanned and will be left vacant. This releases some thousands of dollars, with no budget increase for the

Department, for pay considerations in this case. The estimated "new money" impact for the Department due to implementation of this award, is modest and entirely endurable.

The City complaint is that it deals with multiple employee groups and desires to extend equal treatment to all. This is an understandable and logical objective for the Employer to pursue. Nevertheless, it cannot be persuasive in controlling the decisions of this Board because:

1. Deviation in treatment of Police Personnel as against other groups has historically existed in specific areas;
2. The Police Bargaining Units do not represent and cannot bargain for other groups and vice versa;
3. This Board has awareness of problems demanding correction which affects covered Police Personnel. It has no such certain knowledge with respect to other groups and lacks authority to act, if it did have evidence.

Nevertheless, in structuring its final pattern of solution, the Board sought to be considerate of the Employer's problem without unfairly disadvantaging the covered personnel. The overall economic outcome wrought through this total award minimizes the reflection of City expenditure on Salaries,

as such, while requiring that certain fringes (to which other groups have no apparent claim) be reflected in factoring out catchup due under the span of the Agreement.

Finally, it is the considered opinion of the Chairman, that the contract, as a whole represents a "mix" which places the entire solution well within the confines of reasonableness. For example, the projection of fringes holds in some respects to pre-contract levels (sick-leave @ 1 day per month, basic; no pension now; no change ordered in MVF-I; rejection of C of L). In others, improvements are progressively allowed over the three years (holidays, vacations). Out of all this, emerges a balanced Agreement which, economically, will certainly NOT be the best among comparable communities. Neither will it be the worst. It will simply provide average composite economic fruits to the group covered.

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Item #3: Sick Leave

The discussion and award over this dispute is primarily confined to those areas which the parties revealed were in contention. It seems apropos to first define a Sick Leave day for compensation purposes as consisting of eight-straight-time hours of pay. On this premise, the following 4 dispute areas are disposed of as follows:

A: Verification of Sickness

The problem here was to decide when the Employer could

demand and require verification for the need for the claimed absence. Obviously, a doctor's certificate is the normal resort for furnishing such proof. It is also obvious that an employee can be truly ill to the point of necessitating a particular absence but still not indisposed in a degree which requires a doctor's attendance. Apart from determining a fair point where the requirement on day-to-day absences could be imposed, it goes without saying that any Employee detected in fraudulent manipulation of sick days for purposes of collecting pay is guilty of a most serious violation.

The Chairman-directed solution to this impasse is:

"It is understood that sick leave is intended for legitimate use, only. In the event that the pattern of use of sick days gives rise to doubt as to legitimate need, and indicates possible abuse then, upon prior notice, the employer shall have the right to demand verification of the illness causing the absence if the Employee is to be credited with Sick-day and paid."

B: Sick Leave Accumulation

The Chairman-directed solution to this dispute is:

"The agreed to purpose of sick leave accumulation is to provide family-unit security during protracted illnesses and, to this end, unused sick leave may be accumulated to a ceiling of 90 days."

C: Cash Surrender Value of Accumulation

On the understanding that this award is a temporary and expedient solution, pending resolution of establishment of a Pension Plan, the Chairman directs the following solution:

"In the event that an employee retires or dies, sick leave accumulation shall have a cash surrender value of 100%, pending establishment of a Pension Program, at which time this benefit shall be ~~subject to the same provisions as the Pension Program~~ reduced to a cash surrender value of 50%.

D: Sick Pay During Probation

The Chairman-directed solution to this issue is:

"During the first year of probation, the newly hired employee will be compensated for sick days, up to the established quota, taken off during the probationary year if, and at the time of, his attainment of seniority. Such days shall be accumulative to the extent of 1/2 of the unused sick days credited at the end of the probationary year."

M. David Keefe
M. David Keefe, Neutral Chairman

X A X B X C X D

concurring

 A B C D

~~_____~~

X A X B X C X D

concurring

 A B C D

~~_____~~

Signed by I. Gwilt
I. Gwilt, Board Member
The City of Dowagiac

Signed by P. Gully
P. Gully, Board Member
Teamsters Local #214

Dated: October 30, 1971

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Item #4: Vacation Schedule

The Chairman-directed award on this Item includes a Section covering

"accumulation", as follows:

"Employees may accumulate unused vacation time so that, in any one year, they may have available a maximum of unused plus regular vacation time equaling 30 work days. Any excess vacation time beyond this ceiling must be scheduled within the vacation period of a particular year or shall lose all value. However, in any case, an employee must take one week of earned vacation time off.", and

a schedule for progressive vacation increments, as follows:

"	<u>1971-73</u>	<u>REDACTED</u>	<u>1973-74</u>
	1 year - 1 week	REDACTED	1 year - 1 week
	2 years - 2 weeks	REDACTED	2 years - 2 weeks
	10 years - 3 weeks	REDACTED	8 years - 3 weeks
	15 years - 4 weeks	REDACTED	15 years - 4 weeks"

M. David Keefe, Neutral Chairman

concurring - ~~REDACTED~~

concurring - ~~REDACTED~~

Signed by I. Gwilt
I. Gwilt, Board Member
The City of Dowagiac

Signed by P. Gully
P. Gully, Board Member
Teamsters Local #214

Dated: October 30, 1971

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Item #5: Uniform Allowance & Maintenance

The Chairman-directed solution on this Item is:

- "1. The City will furnish uniforms at no cost to Bargaining Unit Members, as follows:
 1. 3 summer and 3 winter weight uniforms will be supplied.
 2. This will apply to Sergeants and Patrolmen.
2. The City will also provide replacement uniforms

for garments damaged or worn-out in the course of duty."

M. David Keefe
M. David Keefe, Neutral Chairman

concurring - ~~disagreeing~~

Signed by I. Gwilt
I. Gwilt, Board Member
The City of Dowagiac

Dated: October 30, 1971

concurring - ~~disagreeing~~

Signed by P. Gully
P. Gully, Board Member
Teamsters Local #214

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Item #6: 2-Man Squads After Darkness

The Chairman-directed solution to this problem is:

"It is mutually agreed that the interests of the public and the efficiency and safety of the City's police operation during hours of darkness are best served by providing assistance to the patrolman involved in all assignments of a high risk potential. To this end, the S.O.P. shall be that 2 one-man squad cars shall be assigned to respond to such calls except in cases where one car is already occupied in another, incomplete assignment. In those cases where only one car is available, the patrolman shall, at the time he is dispatched, have the right to request assistance from the sergeant who shall immediately proceed to the site."

M. David Keefe
M. David Keefe, Neutral Chairman

concurring - ~~disagreeing~~

Signed by I. Gwilt
I. Gwilt, Board Member
The City of Dowagiac

Dated: October 30, 1971

concurring - ~~disagreeing~~

Signed by P. Gully
P. Gully, Board Member
Teamsters Local #214

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Item #7: Overtime; Call-Ins; Holiday Work Time; Court Appearances

The Chairman-directed solution to these issues is:

- "A. Overtime will be paid at the rate of time-and-one-half of base pay for all assigned work performed beyond the regular 8 hour work shift or the regular 40 hour work week.
- B. When such overtime results from a call-in, there shall be a minimum guarantee of 3 hours work.
- C. When holiday assignments are to be worked, affected personnel will be paid time-and-one-half for the hours worked in addition to straight-time pay for the holiday.
- D. Court appearances on the employee's own time will be accumulated at the flat rate of 3 hours, or the actual time spent, calculated to the nearest 1/2 hour, whichever is greater, granted as compensatory time-off to the credited employee at his request in accordance with scheduling permissability.
 - i. The City shall deduct from the pay of all patrolmen a sum equal to the court appearance fees paid to officers required to make such appearances."

M. David Keefe

M. David Keefe, Neutral Chairman

X A X B X C X D
concurring

 A B C D
~~dismissing~~

Signed by I. Gwilt
I. Gwilt, Board Member
The City of Dowagiac

Dated: October 30, 1971

X A X B X C X D
concurring

 A B C D
~~dismissing~~

Signed by P. Gully
P. Gully, Board Member
Teamsters Local #214

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Item #8: Gun Allowance; Shift Differential; Clothes Allowance

The Chairman-directed solution to these issues is:

- "A. Patrolmen and Sergeants are to be granted an annual allowance of \$360.00 for carrying guns on their personal off-time within the precincts of the City's jurisdiction.
- B. Patrolmen, Sergeants and Dispatchers are to be paid an annual sum of \$60.00 in lieu of shift differentials.
- C. Dispatchers and Clerks are to receive an annual sum of \$120.00 as a clothes allowance."

M. David Keefe
M. David Keefe, Neutral Chairman

 A B C

~~concurring~~

X A X B X C

dissenting

signed by I. Gwilt
I. Gwilt, Board Member
The City of Dowagiac

Dated: October 30, 1971

X A X B X C

concurring

 A B C

~~dissenting~~

signed by P. Gully
P. Gully, Board Member
Teamsters Local #214

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Item #9: Salary Schedule & Adjustments

The Chairman-directed solution to the dispute over Salary Schedules is as follows:

- "A. In the first year of the 3-year Agreement, effective with October 1, 1971, the base Schedule shall be:

<u>Classification</u>	<u>Starting Salary</u>	<u>Salary Upon 1 Year Tenure</u>
Sergeant	\$7904.00	
Patrolman	6604.00	\$7436.00
Clerk	5408.00	6292.00
Dispatcher	5356.00	5824.00

- B. Longevity increases shall be extended throughout the life of the Agreement to the extent of increasing all rates 3% in every case where the employee has completed 5 years of service; with additional 3% increases accruing upon completion of each additional 5 years tenure up to a maximum of 15% for 25 years service.
- C. On April 1, 1972, an inequity adjustment at the annual rate of \$300.00 shall be added to all rates for purposes of catchup.
- D. At the commencement of the Agreement (10-1-71) and on each of the anniversary dates under this 3-year Agreement, Sergeants shall receive an additional annual increment of \$100.00 (to a total sum of \$300.00 over the course of the contract) so as to attain a proper differential over Patrolmen.
- E. On the first anniversary date of the Agreement (10-1-72), all classifications shall receive an increase amounting to \$300.00 annually.
- F. On April 1, 1973, all classification rates shall be advanced by one-half of the difference between the then existing rates (including base-pay, inequity & differential increases [but not longevity], shift premiums, gun carrying and clothes allowances) and the medium of the rates published as applying to the year 1973 in cities of 4,000 to 10,000 population by the Michigan Municipal League.
- G. On October 1, 1973, all classifications shall be increased by the annual sum of \$300.00.
- H. On April 1, 1974, all classifications shall be advanced from the then effective rates (calculated

as in F, above) to the medium of the rates in the Michigan Municipal League Table for the year 1974 covering cities of 4,000 to 10,000 population."

M. David Keefe
M. David Keefe, Neutral Chairman

 X B

concurring

X A X C X D
X E X F X G X H
dissenting

X A X B X C X D
X E X F X G X H
concurring

 A B C D
 E F G H

Signed by I. Gwilt
I. Gwilt, Board Member
The City of Dowagiac

Dated: October 30, 1971

Signed by P. Gully
P. Gully, Board Member
Teamsters Local #214

* * * * *

D = The Full & Complete Award by the Board

Having indicated the extent of partisan concurrence and dissent on an item-by-item basis with respect to the disposition of all matters pertaining to the completion of an Agreement between the principals in a manner through which majority decision of the Board could be arrived at on each issue, the Board hereby acts to and does adopt all of said majority decisions as its overall decision and award which disposes of the entire contract dispute with direction from the Board that each

of the aforementioned decisions be implemented by the parties in the manner prescribed.

M. David Keefe

M. David Keefe, Neutral Chairman

~~concurring~~ - dissenting

signed by I. Gwilt

I. Gwilt, Board Member
The City of Dowagiac

Dated: October 30, 1971

concurring - ~~dissenting~~

signed by P. Gully

P. Gully, Board Member
Teamsters Local #214