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*In the Matter of Arbitration
between
The City of Monroe
and
Police Officers' Labor Council*

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**In the Matter of Arbitration
-between the-
City of Monroe
-and the-
Police Officers Labor Council**

Case No: D96 D-0623

Appearances

Union Witnesses: Nancy Ciccone, Research Analyst
Jerry Caster, Field Representative
Daryl Tamson, Association President
Dave Del Piombo, Association Member
Kent Kienz, Association Member

Employer Witnesses: R. Hamilton, City Manager
J. Sherburne, Finance Director
J. Lybik, Director of Personnel
B. Murphy, Gabriel Roeder & Smith
B. D. O. Siedman

Background

The petition for Arbitration in the instant matter was filed with the Michigan Employment Relations Commission on July 8, 1996. Eight hours of mediation preceded the parties' decision to arbitrate the remaining disputed issues. When mediation concluded on June 24, 1996 the unresolved issues were:

1. Article IV Foot Patrol
2. Article VI Salaries
3. Article VI Uniform Allowance
4. Article VI Shift Premium
5. Article VII Court Time
6. Article VIII Vacation Time
7. Article XII Optical Insurance
8. Article XIII Pension
9. All Prior Tentative Agreements

On September 3, 1996 the undersigned was appointed to serve as Arbitrator and convened the parties in conference on October 18, 1996. A hearing was conducted on

January 28, 1997. At the close of the hearing the parties waived closing argument and submitted briefs. The Arbitrator pursuant to received these agreed upon procedures. Following the exchange of briefs the parties submitted last best offers which showed only six issues remaining in dispute. These six issues were addressed by the Arbitration Panel over the course of four sessions which were held on May 30, June 6, June 13 and June 23. The parties' respective positions when the sessions began are set forth below.

Positions of the Parties

City's Last Best Offer on Salary

Article VI Salaries

The Employer offered a wage adjustment of 2.5% in each of the first two years of a proposed three-year contract with an adjustment of 3% in the third year of the contract. The Employer argues that it has been candid about what it is able to afford and notes that it has offered this unit what it has offered its other employees. It notes further that all of the internally comparable units have accepted this salary benefit package. Pointing to a prepared list of external comparables, the Employer noted that even without the increases that it proposed, unit members receive an overall compensation package, which ranks favorably among comparable communities. Using selected communities, the Employer was able to show that Monroe ranked some \$1,200 above the average of the comparables. Adopting the City's position on salary, the Employer argued, will enhance this already favorable overall compensation package.¹

Comparable Jurisdictions: Salary and Related Benefits for Police Officers

	Salary	Longevity	Pay	Clothing	Premium	Misc. Payments	Total
Adrian	31,701	1,887	976.00	300.00	0	300.00*	35,164
Allen Park	35,557	400.00	1,644	1,050	520.00	365.00	39,536
Garden City	39,727	650.00	1,989	500.00	375.00	300.00	43,541
Harper Woods	39,521	2,174	0	625.00	0	350.00*	42,670
Lincoln Park	39,472	1,579	1,976	662.00	277.00	1,668	45,634
Mount Clemens	39,291	1,020	0	450.00	1,964	0	42,725

¹ The above table is a modified version of what the Employer offered under City Exhibit 22. It is not a representation of those communities which the Employer proposed but instead reflects the Union's comparables. Even without a compensation increase, and using the Union's comparables, members of the unit are ranked above three of the comparable jurisdictions. Any increase improves this standing to some degree.

Comparable Jurisdictions: Salary and Related Benefits for Police Officers (Cont'd)

	Salary	Longevity	Pay	Clothing	Premium	Misc. Payments	Total
Romulus	40,025	0	2,156	500.00	0	400.00	43,081
Southgate	39,256	600.00	1,661	1,310.00	693.00	535.00	44,055
Trenton	40,662	600.00	2,028	975.00	624.00	365.00	45,254
Wayne	40,599	675.00	1,872	700.00	0	575.00	44,421
Wyandotte	37,794	300.00	2,457	750.00	277.00	365.00	41,943
Ypsilanti	41,674	0	1,760	0	0	0	43,434
Average	38,773	824	1,543	652	394	457	42,621
Monroe	38,698	450.00	1,937	900.00	0	300.00	42,285

*Educational Incentive: other communities provide a gun allowance.

The Employer argues further that a comparison between the increase in the CPI and the increase in unit members' salaries provides clear evidence of the excellent salaries already received by unit members. It offered Exhibit 13A which showed that the percent increase in the patrol officers' salary in the City of Monroe from June 30, 1993 until June 30, 1995 was 8.75 % while the CPI increased over that period by 6.17 %. Unit members, this exhibit shows, received increases in excess of what they might have received if their salaries had been strictly tied to the CPI. Moreover, argues the Employer, the 2.5 % salary increase offered by the City for July 1, 1995 through June 30, 1996 continues the trend of unit members receiving salary increases in excess of CPI, as the increase in CPI over this same time period is 2.41 % (C. Ex. 13A).

Union's Last Best Offer on Salary

Article VI. Salary.

The Union sought an across the board salary increase of 4% effective July 1, 1995; 3% effective July 1, 1996 and an across the board increase of 3.5% effective July 1, 1997.

According to the Union such salary increases help the Monroe Patrol Officers maintain their position among similarly situated employees in comparable jurisdictions. Using Union Ex. F4, the Union argues, the City of Monroe Patrol Officers rank eleventh among the thirteen comparables with an annual salary of \$37,754.00. As of July 1, 1994, this figure falls \$1,008.00 below the comparable average. A 4% increase, under the Union's proposal, effective July 1, 1995 would bring the Patrol salary to \$39,264.00 for the year, argues the Union. This figure would place the patrol officer ninth among the comparables yet \$500.00 below the average, the Union asserts.

The Union notes further that upon reaching twelve years of service with the Monroe Police Department, a patrolman receives the rank of corporal. Using Union Ex. F11, a 5% increase in the corporal's salary would rank the Monroe corporals third among the

four comparable jurisdictions that have a "corporal" rank. The Union argues that its proposal helps the Monroe corporals maintain their position among corporals in comparable communities.

City's Last Best Offer on Uniform Allowance

Article VI Uniform Allowance.

The Employer points out that under the current contract provision, an employee is entitled to \$325.00 annually in uniform allowance. The Union's proposal, the Employer notes, would increase this amount to \$500.00 annually over the next three years. The City wishes to maintain the present contract provision during the first year of a successor agreement. Afterwards the City proposes \$100.00 increases for all unit members for the remaining two years. Accordingly, under the City's proposal the uniform allowance would be \$425.00 effective July 1, 1996 and \$525.00 effective July 1, 1997.

The Union's proposal would increase costs \$6,175.00 annually (\$175.00 x 35 unit members) the Employer argues. Three of the five comparable communities suggested by the Union, the Employer notes, did not provide for clothing allowances in 1994.

City Exhibit 25, the Employer emphasizes, shows that COMEA Unit I and COMEA Unit II² do not have specific dollar amounts allotted to a uniform allowance. Additionally, the Patrol Officer's current uniform allowance is either equal to or greater than those afforded in the other internal units. In fact, both the \$425.00 (1996) and \$525.00 (1997) uniform allowances proposed by the City far exceed those recently negotiated on behalf of the Firefighters, namely \$350.00 and \$400.00, respectively, the City argues further.

In conclusion the City notes that unit members, in addition to their uniform allowance under the contract, (Jt. Ex. 1, p. 26) currently receive \$575.00 annually in uniform cleaning allowance (Jt. Ex. 1, pp. 25-26). When this cleaning allowance is added to the uniform allowance, unit members' overall uniform allowance ranks first among all comparable communities for the three-year period (C. Ex. 24).

Union's Last Best Offer on Uniform Allowance

Article VI Uniform Allowance.

The Union requests an increase in the current uniform allowance to \$500.00 per year for uniform and detective divisions arguing that patrolmen and detectives rank twelfth among thirteen comparable jurisdictions. Currently, argues the Union, the Monroe Patrol and Detective Divisions receive a \$325.00 uniform allowance per year, nearly \$270.00 short of the comparable average (\$591.00). The Union argues that its proposal would bring the Monroe Patrol Officers more in line with the comparable average.

² COMEA: City of Monroe Employees's Association

City's Last Best Offer on Shift Premium

Article VI Shift Premium

The Employer notes that under the parties' present agreement, no shift premium is currently provided. The Union's last best offer, the Employer further notes, proposes a \$.35 per hour premium for unit members working the afternoon shift (from 1:00 p.m. - 8:59 p.m.) and a \$.25 per hour premium for unit employees working the midnight shift (9:00 p.m. - 4:59 a.m.).

The City's last best offer is to maintain the status quo with respect to shift premiums. When viewed in light of the comparable communities, the Union's proposal, the Employer argues, cannot be supported by practices in comparable communities. City Exhibit 27, the Employer points out, shows that approximately half of the comparable communities do not pay a shift premium. Additionally, of the seven comparables that do provide afternoon shift premiums, only one is greater than the \$.35 premium currently requested by the Union.

The average afternoon shift premium paid in the comparables is \$.16 per hour (C. Ex. 27). The average midnight shift premium paid in the comparables is \$.21 per hour (C. Ex. 3). Moreover, the Employer continues, shift premiums have already been taken into account in the City's presentation of overall compensation (C. Ex. 22). The City ranks 7th already without a shift premium. The Panel will also note, the Employer goes on to argue, that three of the communities which do provide a shift premium (Allen Park, Ecorse and Wyandotte) are substantially below the City of Monroe in overall compensation. Turning to internal comparability, the Employer states that City Exhibit 28 shows that no other internal City units are paid a shift premium.

In sum, the Employer continues, the Union's shift premium proposal is unsupported by the record. Not only do most comparable communities not pay a shift differential, but none of the City's other units receive such a benefit.

The Union's Last Best Offer on Shift Premiums

Article VI Shift Premium (New Section)

The Union requests premium pay at thirty-five (.35) cents per hour for the afternoon shift and twenty-five (.25) cents per hour for the midnight shift. Currently, no shift premium is paid to the patrol officer in Monroe, the Union observes. Using Union Ex. H2, the Union was able to show that Monroe is one of four cities among the comparables that does not pay a shift premium. The Union believes that the payment of shift premiums will keep the Monroe Patrol Officers in a competitive position with the nine comparable communities that pay a shift premium. Eight of the communities pay a premium for the afternoon and midnight shifts. The average premium paid for the afternoon shift among these communities is thirty-six (.36) cents per hour, while the average premium paid for the midnight shift is fifty-five (.55) cents per hour. The Union's proposed shift premiums are below the averages of the comparables in both cases, the Union argues. Furthermore, continues the Union, the City is in a good position to meet the costs of this proposal.

Shift premiums are traditionally paid for the inconvenience of afternoon and midnight work in industry. These shifts are more than inconvenient for police officers, the Union notes, since most of the crime within a community occurs on these shifts.

The City's Last Best Offer on Court Time

Article VII Court Time

The Employer explains that under the current contract, an employee is compensated at the rate of one and a half times his or her base rate for a minimum of two (2) hours when scheduled for court time in District Court at times other than normal scheduled duty hours. Additionally, the Employer continues, an employee is compensated at the rate of one and a half times the base rate for a minimum of four (4) hours when scheduled for court time in Circuit Court at times other than normal scheduled duty hours.

The Union's proposal, the Employer notes, would compensate an employee at one and a half times his basic rate for a minimum of three (3) hours when he is scheduled for any court appearance at times other than normal scheduled hours.

The City's last best offer is to maintain the status quo with respect to court time. City Exhibit 30, the Employer argues, shows that all the comparable communities that provide for overtime compensation relative to court time off duty, require an employee to be scheduled for a court appearance, rather than simply attending a meeting or testifying at depositions. Five of the comparable communities, the Employer notes further, differentiate minimum time paid based on whether an employee appears in District Court or Circuit Court. Some jurisdictions, the Employer notes further, provide the same compensatory time for court appearances off duty as Monroe does, namely a two (2) hour minimum for District Court and a four (4) hour minimum for Circuit Court.

More importantly, the Employer notes still further, the comparable communities offered by the Union do not support its position. Specifically, City Ex. 30 shows that Garden City only pays a two (2) hour minimum for court time off duty. Wayne provides compensation for off duty court appearances in the same manner as Monroe.

Finally, the Employer argues, no internal unit receives any greater benefit than that already provided to members of this unit.

The Union's Last Best Offer on Court Time

Article VII Court Time

The Union argues that Sections 1 and 2 of the agreement should be modified to allow an employee who is scheduled for Court, civil infraction hearing, or deposition at times other than normal scheduled duty hours to be compensated at the rate of one and one-half (1 1/2) times his basic normal rate for the time worked with a minimum of three (3) hours. Under the Union's proposal the officer would be required to turn over to the Employer any witness fees received as a result of any deposition. The Union would alter Section 5, by combining the first two paragraphs to read: Three (3) hours overtime, minimum, paid for the morning session and three (3) hours overtime, minimum, paid for District Court for the afternoon session.

The Union notes that currently an officer receives a minimum of two hours overtime in District Court and a minimum of four hours overtime in Circuit Court. The Union is proposing an increase in District Court of one hour and a reduction in Circuit Court giving a minimum of three hours in either/or both courts.

The City's Last Best Offer on Vacation Time

Article VIII Vacation Time

The City's last best offer is to maintain the status quo with respect to vacation leave. The Employer notes that the City's vacation program consists of the vacation days and paid personal days which are added to the vacation schedule. As set forth in City Exhibit 35, the City argues, it grants five personal days each year compared to an average of 3.3 days among comparable jurisdictions. The average in the five additional cities proposed by the Union is 2.6 days, the Employer notes (C. Ex. 35). Significantly, the Employer notes further, if the days are not taken in Monroe they are added to vacation. This is not done in the comparable jurisdictions. The Panel, then, the Employer urges, must consider not only the vacation schedule, but also the number of personal days available to the employee.

The Union's Last Best Offer on Vacation Time

Article VIII Vacation Time

The Union requests that Article VIII, Section 1(B) be modified as follows:

Employees who have completed five (5) but less than ten (10) years of service shall be granted fifteen (15) vacation leave days each year. Employees who have completed ten (10) but less than fifteen (15) years of service shall be granted twenty (20) days vacation leave each year plus one (1) day for each year of service after fifteen (15) years to a maximum of twenty-five (25) days.

The current allotment of vacation time leaves patrol officers well below the comparable average throughout their career, the Union argues. The Union believes that its proposal will bring vacation time awarded to patrol members closer to the average vacation time awarded to similarly situated employees in comparable jurisdictions.

Presently, argues the Union, a five year patrol officer receives ten days of vacation leave per year. This number ranks the Monroe patrol officers last among the thirteen comparables, and six days below the comparable average. In fact, under the current contract the Monroe patrol officer ranks last or next to last among the comparables during every year of eligible service, the Union asserts. Its proposal on vacation leave seeks to remedy this situation in a fair and equitable manner, the Union believes.

Under this proposal, a 5-year patrolman would receive fifteen days of vacation leave. After ten years and up until fifteen years of service a patrolman would receive 20 vacation days per year. After fifteen years of service the patrolman would receive one day for each year of service in excess of fifteen years, with a maximum total of 25 days per year. These increased numbers of vacation days would not exceed the comparable

average at any point, but would improve the Monroe Patrolman's position among the comparables, the Union continues.

The City's Last Best Offer on Pension Multiplier

Article XIII, Pensions, Section 1, Subsection E - Pension Multiplier.

The City argues that the Union's last offer of settlement would increase the multiplier to 2.5% of the average final compensation for all years of service effective July 1, 1995. The cost of the Union's proposal, the City points out, adds 2.25 % to payroll costs (C. Ex. 52).

The City's last offer of settlement proposes that the current contractual provisions remain in effect and that the pension multiplier remain at 2.5% of the final average compensation for the first 25 years of service and 1.00% for each year of service thereafter.

The City of Monroe, the Employer argues, already provides the best pension plan among the comparable jurisdictions. The City's present plan, it notes further, offering City Exhibit 50 as proof, yields hundreds of thousands of dollars above the average pension system payout.

The Union's Last Best Offer on Pension Multiplier

Article VIII Pensions, Section 1, Subsection E (Employee Contribution and Article XIII)

The Union argues that it is requesting the following modifications in the pension:

1. It proposes changing the Multiplier to 2.5% times all years of service and
2. It proposes changing the Employee Contribution from 9% to 6% and
3. It proposes increasing the post-retirement escalator from 2% annually to 3% annually, and finally
4. It proposes allowing unit members to participate in a deferred compensation plan.

The Union argues that these changes are in order for Monroe police officers to maintain their position among the comparable jurisdictions. In addition, argues the Union, the current pension plan causes a loss of parity with other units within the City of Monroe including the Police Command Officers and Firefighters.

The Union proposes an increase in the multiplier to 2.5% times all years of service whereas the current provision is 2.5% times the first twenty-five (25) years of service plus 1% times the years of service in excess of 25. The difference is that the Union's request would apply the 2.5% multiplier to all years of service, not just the first 25 years. This proposal is reasonable when considering all of the circumstances argues the Union. The City has already negotiated with the firefighters and given them this provision in their contract. The City obviously had no problem, the Union notes, in raising the multiplier for firefighters. The same option, the Union argues further, should be afforded to the patrol officers in this case.

Next the Union wishes to decrease the employee contribution to the pension plan from 9% to 6%. Currently, the City of Monroe Patrol Officers have the second highest contribution rate among the thirteen Union comparables, the Union argues.

The 9% contribution rate exceeds the comparable average (5.4%) by 3.6% and the Union's proposal is an effort to achieve parity with command officers and City firefighters, the Union argument continues, noting that other public safety units in Monroe, Police Command and Firefighters, have recently had the employee contribution reduced from 9% to 6% voluntarily during the firefighter negotiations, and as the result of a 312 award during contract talks with Command Officers.

The third change in the patrol unit's pension plan proposed by the Union is to increase the current post-retirement escalator from 2% annually to 3% annually. As with the former issue, the decrease in employee contribution, the Police Command and Firefighters have received the increase in the post-retirement escalator from 2% to 3%. Again, argues the Union, the firefighters were voluntarily given this benefit, whereas the Command police officers won the issue in Act 312. So in this instance as in the instances above, the Union argues for parity with other municipal employees in Monroe.

Finally, the Union is requesting that the patrol officers be given the opportunity to participate in a deferred compensation program. The Union notes that this proposal does not involve additional cost to the City. This benefit would give the patrol officers an opportunity to defer payment of portions of their wages. This may result in a better pension for members with the addition of the deferred income as a supplement and certainly may be needed if some of the future economic predictions are correct, the Union believes.

Again, the Union points out, this benefit was given by the City to the police Command and firefighters during their negotiations. The patrol officers are requesting a benefit already generally afforded fellow public safety officers.

Discussion and Findings:

The Arbitrator voted with the City on four of the major six issues and with the Union on two of the major six issues. Looking at the discrete issues as parts of the six major issues, the Arbitrator voted with the City on seven of the discrete issues before the panel and with the Union on six of the discrete issues decided by the panel.³

The Arbitrator's vote is explained in the findings which follow:

Issue 1: Findings on Salary

Article VI deals with the salary issue. The Arbitrator voted for the Employer's salary proposal for all three years. The City proposed comparables which the Arbitrator did not accept. The comparables proposed by the Union result from findings by Arbitrator

³ See page 16

Donald Burkholder,⁴ in a fairly recent determination. When these comparables are used the average salary increase is 3.18%. The Employer's proposal of 2.5% compares more favorably with this average than does the Union's 4%. In addition a pattern exists which, though not controlling, lends support to Employer's claims that a variation from salary adjustments in years two and three of the agreement will alter patterns of internal comparability which, at this time, will be harmful to established parity among the many workers who have resolved their fiscal disputes with the Employer. Presently, police officers in Monroe, as in other similar jurisdictions earn salaries which exceed the median salaries of other wage earners in their jurisdiction. The Employer's salary offer continues this pattern and also places the members of the unit in a competitive position with officers working in comparable jurisdictions.

The Employer argues further that a comparison between the increase in the CPI and the increase in unit members' salaries provides clear evidence of the excellent salaries already received by unit members. It offered Exhibit 13A which showed that the percent increase in the patrol officers' salary in the City of Monroe from June 30, 1993 until June 30, 1995 was 8.75 % while the CPI increased over that period by 6.17 %. Unit members, this exhibit shows, received increases in excess of what they might have received if their salaries had been strictly tied to the CPI. Moreover, argues the Employer, the 2.5 % salary increase offered by the City for July 1, 1995 through June 30, 1996 continues the trend of unit members receiving salary increases in excess of CPI, as the increase in CPI over this same time period is 2.41 % (C. Ex. 13A).

Issue 2: Findings on Uniform Allowance

Article VI covers uniform allowance benefits. On this matter the Arbitrator voted with the Employer. The City points out accurately that its employees receive added compensation for uniform maintenance and cleaning, a fact which the Arbitrator notes. Using City Exhibit 24 the Union noted that Monroe's \$325.00 uniform allowance falls well below the average allowance of \$547.00.⁵

Comparable Cities Patrolman Uniform Allowances

<i>CITY I</i>	<i>1994</i>	<i>1995</i>	<i>1996</i>	<i>1997</i>
Adrian	Approval	Approval	Approval	N/A
Allen Park	550.00	550.00	550.00	550.00
Romulus	N/A	C/C 500.00	C/C 500.00	C/C 500.00
Southgate	690.00	760.00	760.00	760.00
Trenton	N/A	N/A	475.00	475.00

⁴ See D95A-0114

⁵ See City Exhibit 24. The above table is derived from that Exhibit but uses the comparables proposed by the Union

Comparable Cities Patrolman Uniform Allowance (Cont'd)

<i>CITY I</i>	<i>1994</i>	<i>1995</i>	<i>1996</i>	<i>1997</i>
Wyandotte	N/A	N/A	750.00	N/A
Ypsilanti	N/A	775.00	N/A	N/A
Garden City	500.00	500.00	500.00	500.00
Harper Woods	C/E 625.00	C/E 650.00	C/E 675.00	N/A
Lincoln Park	N/A	N/A	C/C 662.50	C/C 662.50
Mount Clemens	N/A	450.00	450.00	450.00
Wayne	N/A	C/C 700.00	C/C 700.00	C/C 700.00
MONROE	325.00	325.00	N/A	N/A
			AVERAGE	547.00

The Arbitrator notes the difference but understands that some of the difference is attributable to the lumping together of cleaning and care monies with the uniform allowance in selected jurisdictions. As can be seen from the above table, some jurisdictions pay more in this fringe area and do not lump the payment with care and cleaning monies. The Employer has argued for maintenance of the status quo but, in addition, offers an increase of \$100.00 in the uniform allowance in year two of the successor agreement and a second increase of \$100.00 in the third year of the agreement. The Union's argument for adaptation toward the average of the comparables is met by the Employer's last best offer. For this reason the Arbitrator votes with the Employer.

Issue 3: Findings on Article VI, Shift Premium

The Arbitrator noted the strength of the arguments advanced by the Employer on this issue but voted with the Union. The Union requests the establishment of shift premiums of thirty-five (.35) cents per hour for the Afternoon Shift and twenty-five (.25) cents per hour for the Midnight Shift. Currently, no shift premium is paid to the patrol officer in Monroe, the Union observes. The Union notes that Monroe is one of four cities among the comparables that does not pay a shift premium. The Union believes that the payment of shift premiums will keep the Monroe Patrol Officers in a competitive position with the nine comparable communities that pay a shift premium. Eight of the communities pay a premium for the afternoon and midnight shifts. The average premium paid for the afternoon shift among these communities is thirty-six (.36) cents per hour, while the average premium paid for the midnight shift is fifty-five (.55) cents per hour. The Union's proposed shift premiums are below the averages of the comparables in both cases, the Union argues. Furthermore, continues the Union, the City is in a good position to meet the costs of this proposal. Shift premiums are traditionally paid for the inconvenience of afternoon and midnight work in industry. These shifts are more than inconvenient for police officers, the Union notes. They are also more hazardous in that most of the crime within a community does not occur on the day shift. The Employer also noted that under the parties' present agreement, no shift premium is currently provided. The Union's last best offer, the Employer further noted, proposes a \$.35 per hour premium for unit members working the afternoon shift (from 1:00 p.m. - 8:59 p.m.)

and a \$.25 per hour premium for unit employees working the midnight shift (9:00 p.m. - 4:59 a.m.).

The City's last best offer is to maintain the status quo with respect to shift premiums. When viewed in light of the comparable communities, the Union's proposal, the Employer argues, cannot be supported by practices in comparable communities. City Exhibit 27, the Employer points out, shows that approximately half of the comparable communities do not pay a shift premium. Additionally, of the seven comparables that do provide afternoon shift premiums, only one is greater than the \$.35 premium currently requested by the Union.⁶

The average afternoon shift premium paid in the comparables is \$.16 per hour (C. Ex. 27). The average midnight shift premium paid in the comparables is \$.21 per hour (C. Ex. 3). Moreover, the Employer continues, shift premiums have already been taken into account in the City's presentation of overall compensation (C. Ex. 22). The City ranks 7th already without a shift premium. The Panel will also note, the Employer goes on to argue, that three of the communities which do provide a shift premium (Allen Park, Ecorse and Wyandotte) are substantially below the City of Monroe in overall compensation. Turning to internal comparability, the Employer states that City Exhibit 28 shows that no other internal City units are paid any sort of shift premium.

In sum, the Employer continues, the Union's shift premium proposal is unsupported by the record. Not only do most comparable communities not pay a shift differential, but none of the City's other units receive such a benefit.

The Arbitrator notes that when Exhibit H2 is altered to use the Union's comparables instead of the comparable municipalities proposed by the City, the following table shows the comparisons that differ from the comparisons predicated on the City's proposed comparables which, as noted earlier, were rejected by the Arbitrator.⁷

Jurisdictions Allowing for Payments of Shift Premiums

Municipality	Shift Premium Allowed	Premium Shifts
Adrian	No	
Allen Park	Yes	Afternoons
Garden City	Yes	Afternoons
Harper Woods	Yes	Rotating Shifts
Lincoln Park	Yes	Afternoons/Midnights
Mt. Clemens	Yes	Afternoons/Midnights
Romulus	Yes	Afternoons/Midnights
Southgate	Yes	Afternoons/Midnights

⁶ The Arbitrator did not accept the City's comparable communities but used, instead, the comparables proposed by the Union.

⁷ See page 2, fn 1, and page 10, para 1 re: Burkholder determination on comparability.

Jurisdictions Allowing for Payments of Shift Premiums (Cont'd)

Municipality	Shift Premium Allowed	Premium Shifts
Trenton	Yes	
Wayne	No	
Wyandotte	Yes	Afternoons/Midnights
Ypsilanti	No	
<hr/>		
Monroe (Current)	No	

Source: Collective Bargaining Agreements

The modified exhibit which substitutes the Union's data for that proposed by the Employer supports the Union's claims and persuades the Arbitrator to vote with the Union on this matter.

Issue 4: Findings on Court Time

The Arbitrator voted with the Employer on the court time issue. The Employer explains that under the current contract, an employee is compensated at the rate of one and a half times his or her base rate for a minimum of two (2) hours when scheduled for court time in District Court at times other than normal scheduled duty hours. Additionally, the Employer continues, an employee is compensated at the rate of one and a half times the base rate for a minimum of four (4) hours when scheduled for court time in Circuit Court at times other than normal scheduled duty hours.

The Union's proposal, the Employer notes, would compensate an employee at one and a half times his basic rate for a minimum of three (3) hours when he is scheduled for any court appearance at times other than normal scheduled hours.

The City's last best offer is to maintain the status quo with respect to court time. City Exhibit 30, the Employer argues, shows that all the comparable communities that provide for overtime compensation relative to court time off duty, require an employee to be scheduled for a court appearance, rather than simply attending a meeting or testifying at depositions. Five of the comparable communities, the Employer notes further, differentiate minimum time paid based on whether an employee appears in District Court or Circuit Court. Some jurisdictions, the Employer notes further, provide identical compensatory time for court appearances off duty as Monroe, namely a two (2) hour minimum for District Court and a four (4) hour minimum for Circuit Court.

More importantly, the Employer notes still further, the comparable communities offered by the Union do not support its position. Specifically, City Ex. 30 shows that Garden City only pays a two (2) hour minimum for court time off duty. Wayne provides compensation for off duty court appearances in an identical manner as Monroe.

Finally, the Employer argues, no internal unit receives any greater benefit than that already provided to members of this unit.

Issue 5: Findings on Article VIII - Vacation Time

The Union requests that Article VIII, Section 1(B) be modified as follows:

Employees who have completed five (5) but less than ten (10) years of service shall be granted fifteen (15) vacation leave days each year. Employees who have completed ten (10) but less than fifteen (15) years of service shall be granted twenty (20) days vacation leave each year plus one (1) day for each year of service after fifteen (15) years to a maximum of twenty-five (25) days.

The City's last best offer is to maintain the status quo with respect to vacation leave. The Employer notes that the City's vacation program consists of the vacation days and paid personal days which are added to the vacation schedule. As set forth in City Exhibit 35, the City argues, it grants five personal days each year compared to an average of 3.3 days among comparable jurisdictions. The average in the five additional cities proposed by the Union is 2.6 days, the Employer notes (City Exhibit 35). Significantly, the Employer notes further, if the days are not taken in Monroe they are added to vacation. This is not done in the comparable jurisdictions. The Panel, then, the Employer urges, must consider not only the vacation schedule, but also the number of personal days available to the employee.

The Arbitrator finds the City's arguments persuasive and votes with the Employer on the vacation time issue.

Issue 6: Findings on Pension Article VIII Pensions, Section 1, Subsection E (Employee Contribution and Article XIII)

The Union argues that it is requesting the following modifications in the pension article:

1. It proposes changing the multiplier to 2.5% times all years of service and
2. It proposes changing the employee contribution from 9% to 6% and
3. It proposes increasing the post-retirement escalator from 2% annually to 3% annually, and finally
4. It proposes allowing unit members to participate in a deferred compensation plan.

The Union argues that these changes are in order for Monroe police officers to maintain their position among the comparable jurisdictions. The current pension plan, the Union argues, causes a loss of parity among units within the City of Monroe including the Police Command Officers and Firefighters.

The Union proposes an increase in the multiplier to 2.5% times all years of service whereas the current provision is 2.5% times the first twenty-five (25) years of service plus 1% time the years of service in excess of 25. The difference is that the Union's

request would apply the 2.5% multiplier to all years of service, not just the first 25 years. This proposal is reasonable when considering all of the circumstances argues the Union. The City has already negotiated with the firefighters and given them this provision in their contract, the Union notes. The same option, the Union argues, should be afforded to the patrol officers in this case.

Next the Union wishes to decrease the employee contribution to the pension plan from 9% to 6%. Currently, the City of Monroe Patrol Officers have the second highest contribution rate among the thirteen Union comparables, the Union points out.

The 9% contribution rate exceeds the comparable average (5.4%) by 3.6% and the Union's proposal is an effort to achieve parity with command officers and City firefighters, the Union argument continues, noting that other public safety units in Monroe, Police Command and Firefighters, have recently had the employee contribution reduced from 9% to 6% voluntarily during the firefighter negotiations, and as the result of a 312 award during contract talks with Command Officers.

The third change in the patrol unit's pension plan proposed by the Union is to increase the current post-retirement escalator from 2% annually to 3% annually. This proposal would help to keep the patrol officers in line with the comparable communities that offer a post-retirement escalator. As with the former issue, the decrease in employee contribution, the Police Command and Firefighters have received the increase in post-retirement escalator from 2% to 3%. Again, the firefighters were voluntarily given this benefit, whereas the Command police officers won the issue in Act 312.

Finally, the Union is requesting that the patrol officers be given the opportunity to participate in a deferred compensation program. This proposal does not involve additional cost to the City. This benefit would give patrol officers an opportunity to defer payment of portions of their wages. This may result in a better pension for members with the addition of the deferred income as a supplement and certainly may be needed if certain unfavorable future economic predictions should materialize. This proposal was approved by the City for police command as well as for firefighters during their negotiations. The patrol officers request the same.

The City's last offer of settlement is to maintain the status quo as it relates to the Union's several pension proposals.

The Arbitrator accepts the Union's claims for parity within the organization and votes with the Union on all four of the disputed pension issues.

Panel Sessions

The panel met on the above findings on Tuesday, June 24, 1997. A vote was taken by the panel chair and recorded as shown below. The chair was joined by the Union on two of the disputed issues and by the Employer on four of the disputed issues.

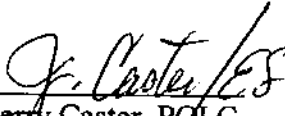
Vote of the Arbitration Panel on Disputed Issues

<i>Issues</i>		<i>Union Vote</i>	<i>Employer Vote</i>	<i>Arbitrator's Vote</i>
<i>Article VI</i>	Salary	No	Yes	Yes
<i>Article VI</i>	Uniform	No	Yes	Yes
<i>Article VI</i>	Shift Premium	Yes	No	Yes
<i>Article VII</i>	Court Time	No	Yes	Yes
<i>Article VIII</i>	Vacation Time	No	Yes	Yes
<i>Article XIII</i>	Pension	Yes	No	Yes

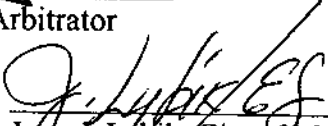
The time lines for implementing the various changes consistent with the above vote are as follows:

Date	New or Changed Provisions
1/1/95	Pension employee contribution reduction from 9% to 6%
7/1/95	2.50% Wage Increase
1/1/96	Pension Escalator from 2% to 3% non-compounding
1/1/96	Pension to be negotiated as part of contract talks
1/1/96	Pension Multiplier of 2.5% to be applied to all years of service
7/1/96	2.50% Wage Increase
7/1/96	Uniform allowance increase of \$100.00
7/1/97	3.00% Wage Increase
7/1/97	Uniform allowance increase of \$100.00 after 7/1/97
7/1/97	After 7/1/97 implement deferred compensation plan
1/1/98	Shift premium of \$.35 available on afternoon shift
1/1/98	Shift premium of \$.25 available on midnight shift
6/30/98	Contract Expires

The above findings and vote constitute the Arbitrator's report and Award in resolution of all of the disputed matters between the parties in this case. The Committee by its vote acknowledges that the above matters were the subject of its deliberations and that the findings by the Arbitrator are consistent with the representations made during the panel's deliberations.


Jerry Caster, POLC


Edward Simpkins, Arbitrator


Joseph Lybik, City of Monroe

June 30, 1997