

9/15/72
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East Detroit City of

STATE OF MICHIGAN
BEFORE THE DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE ARBITRATION BETWEEN
THE CITY OF EAST DETROIT

-AND-

THE EAST DETROIT POLICE OFFICERS ASSOCIATION

9/15/72 William Ellman

ARBITRATION OPINION AND AWARD

Formal hearings were held on the 4th day of August, 1972 and the 31st day of August, 1972 and informal hearings were held on August 4th, 15th, 16th, 18th, 21st and 22nd under the Police and Fire Compulsory Arbitration Act. Irma Miller and Bernard Nycz of Buckley and Associates served as reporters.

Present and Participating:

For the City;

Carl B. Weymouth, Esquire

For the Association;

Fred L. Harris, Esquire

Background of the Dispute

Approximately ninety-two individual or related issues were

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Ellmann, William

originally presented to the Arbitration Panel consisting of Charles H. Beaubien, Ronald M. Dowell, and William M. Ellmann, Chairman. These issues ran the gauntlet, covering many matters such as length of contract, wage, shift differential, cleaning allowance, blue cross, sick bank, and call out policy.

The Panel has been provided with a number of exhibits in substantiation of their respective positions. Testimony has been taken from police officers in East Detroit, and witnesses from the City of St. Clair Shores and Roseville. Brian Lundblad and Norman L. Ross of the accounting firm of Linden, Klain, Israel and Ross also participated.

East Detroit is a municipal corporation located in Macomb County, Michigan and the East Detroit Police Officers Association, referred to later as the POA, has been recognized as the bargaining agent for Policemen and Detectives in the Police Department in the city.

Although the last agreement entered into covered a two year period from July 1, 1970 to June 30, 1972 with one exception, all the agreements entered into by the parties have been for a period of one year. The issues presented and finding and award follow:

FINDING AND AWARD

1. Length of Contract

It is our judgment that the contract should be for one year commencing July 1, 1972.

2. Bargaining Teams

It is our adjudication that equal bargaining teams shall have a maximum of five members representing the city and the Police Officers Association. Permission is hereby granted for sub-committees, which are limited to a maximum of three members each.

3. Bargaining Dates

Subsequent bargaining dates shall be set at the close of each session. *THREE POA MEMBERS TO BARGAIN WITHOUT LOSS OF PAY. WE C.B. R.M.D.*

4. Base Pay Salary Increase

There is a request before us for a base pay salary increase from the present \$11,900.00 to \$15,000.00

In this time of great ferment, police salaries have generally been increased in nearly all cities. Communities have realized that there is a definite need to increase salaries to insure proper law enforcement and not to insist that the police themselves subsidize law enforcement. Salaries must be adequate to attract competent personnel.

After a review of the testimony and the exhibits presented, it is the conclusion of this panel that the base pay for the first six months of the year commencing July 1, 1972 shall be \$12,850.00 and for the second six months shall be \$13,050.00 for an average base salary of \$12,950.00 although the rate should be \$13,050.00 at the end of June, 1973.

5-5b. Percentage Type Shift Differential Pay

With respect to a percentage type shift differential pay instead of the present \$286.00 lump-sum paid annually to employees, the POA has suggested 15% for midnight shift, 12½% for split shift and 10% for afternoon shift. It is the holding of this panel that the shift differential and additional compensation shall be at a rate of 2% on the afternoon shift, 4% on the split shift and 6% on the midnight shift and that these percentages shall also apply to any extended shift overtime. Further, that the increase in pay is primarily because of a tandem relationship and it is our desire and award that these rates be put into effect immediately and be retroactive to July 1, 1972.

6. Clothing Allowance

It is our conclusion that the clothing allowance be increased from \$200.00 to \$225.00 annually, and that the initial full uniform costs for new officers shall continue to be charged against the uniform allowance.

7. Cleaning Allowance

It is our finding that the annual cleaning allowance of \$75.00 shall be paid with the option given the city of either a cash payment or an account. Mutual consent of the parties shall be necessary to pick a particular cleaning establishment.

8. Longevity Pay

It is our holding that Longevity Pay increases shall be denied.

9. Medical Insurance Program

We hold that there shall be no change in the Medical Insurance Program except in the following manner:

- A. A prescription rider in the amount of \$2.00 deductible shall be included, and an optical insurance benefit shall be added when available.
- B. That Blue Cross insurance benefits for future retirees and their dependents (not retroactive) shall be paid and provided for by the city.

10. Life Insurance Benefits

It is our determination that Life Insurance shall be paid in the amount of \$10,000.00 with no change in the accidental death and disability benefits presently existing.

11. Sick and Accident

It is our decision that sick and accident benefits shall be increased from \$80.00 to \$100.00 weekly.

12. Vacation

It is our finding that three weeks vacation shall be given after two years of service, and four weeks vacation after four years of service, and that there shall be no change in present contract language on taking vacation days one day at a time. Further, that the option to take pay in lieu of vacation time up to a maximum of two weeks is granted and in order to avoid

confusion, the following mandatory vacation policy is established;

One man from each of the following shall be permitted on vacation for a one week period with the exception of a three month period from June 15th to September 15th. The divisions are:

- A. Patrol division, day shift.
- B. Patrol division, afternoon shift.
- C. Patrol division, midnight shift.
- D. Traffic division.
- E. Detective division.

During the prime vacation period, found to be between June 15th and September 15th, one Police Officers' Association member from each shift shall be the minimum permitted on vacation each week, and additional members may be granted vacations during such prime time if the supervision has adequate man power available on a shift. No changes are made in the policy of division consolidation to alleviate vacation scheduling.

13. Sick Bank

The maximum accumulation shall be 200 days, raised from 180. It is determined that:

- A. It is resolved to allow any employee to donate sick days to a stricken officer whose sick bank has been totally exhausted subject to the employee donating such sick days having a minimum bank of twelve sick

days and further providing that the employee receiving the donated sick days cannot return same until he has accumulated a new sick bank of at least twelve days.

- B. One additional personal business day, not chargeable to sick day, shall be granted to all employees who do not use any sick days for the twelve consecutive months of the calendar year.
- C. The request to bank all sick days on January 1st of each year is hereby mutually withdrawn.
- D. The request for draft board hearings and exams to be taken off at no charge to sick leave is mutually withdrawn.

14. Sick Day Terminal Pay

It is further ordered that no sick day terminal pay shall be granted and that the present formula for sick day terminal pay shall be continued. It is further ordered that full insurance coverage to a laid-off employee six months after lay-off is mutually withdrawn.

15. Call Out Policy

There shall be a minimum two and one-half hour call out policy with the exception of the following call outs which shall

have a two hour minimum:

- A. Municipal and County Court appearances and assignments.
- B. Prosecutor appearances.
- C. Morgue Assignments.
- D. Liquor Control Commission hearings.
- E. Civil Rights Commission hearings.

It is further ordered that all call outs shall be paid at time and one half and all midnight shift employees who are called out within eight hours of the termination of their shift shall be paid at double time in accordance with the overtime call out policy.

16. Paid Holidays

The additional paid holiday plan for the employees birthday is granted.

- A. The request for eight additional hours compensatory time is mutually withdrawn.
- B. Call outs on holidays shall be paid at double time and the employees regular shift and crew schedule which provides for holiday off should not be altered or changed to force a holiday shift assignment.
- C. The request that all holiday pay not used by March 1st of each year be paid at double time is mutually withdrawn.

17.

17. Pay Incentive for Education

All monetary demands for certificate, associate degree, and

bachelor degrees are mutually withdrawn. However, tuition reimbursement for police related courses and approved courses, including books, is hereby granted. Further, that the right to remain on a permanent shift for the purpose of going to school at certain times of the day or night is mutually withdrawn.

18. Funeral Leave

Four days funeral leave for out of state funerals is hereby mutually withdrawn as is one day leave for family members that are not immediate family. However, the immediate family shall be increased to include sister, mother-in-law, father-in-law, and grandchildren and one day shall be charged to sick leave to attend the funeral of a member of current spouse's family.

19. Additional Personal Business Day

The request for one additional personal business day is mutually withdrawn.

20. Court and Overtime Pay Paid to Savings Account

The request that court and overtime be paid to the employees savings account is mutually withdrawn.

20-B. It is determined that each employee has the option on his overtime hours, banked as compensatory time, to take them off at time and one-half or to take them in pay at time and one-half.

21. Health and Welfare Fund

An allowance of \$1.00 per day is hereby mutually withdrawn.

22. Annuity Fund

The request for \$2.00 per day for an annuity fund is mutually withdrawn.

23. Use of Employees Private Vehicle for City Business

- A. The right for voluntary use by the employee is hereby granted at a rate of ten cents a mile.
- B. Full coverage insurance when the vehicle is used in the line of duty is mutually withdrawn.
- C. Thirty cents per mile and full coverage insurance if the vehicle is used on assignment is hereby mutually withdrawn.

24. New Grievance Procedure

The Grievance Procedure presented by the Police Officers Association is hereby approved subject to the following changes to wit:

- A. The employee shall have the option to file a grievance under the civil service procedure or he may waive his civil service right and grieve under the step procedure with final step number five being optional binding arbitration with shared expenses. The five steps are as follows:

Step 1. The employee must first discuss the specific

grievance with his immediate supervisor. A P.O.A. representative may be present if the employee chooses.

Step 2. If not resolved, the employee and a P.O.A. representative shall follow the chain of command, including the Inspector's office, seeking settlement.

Step 3. If the matter is thereby not disposed of, it will be submitted in written form to the department head by a P.O.A. representative. A written answer will be forwarded to the Association within five (5) working days. The signature of the employee shall be included.

Step 4. In the event said grievance cannot be satisfactorily adjusted after Steps 1, 2 and 3 above, the grievance may then be submitted by the President, in writing, to the City Manager. The decision of the City Manager shall be rendered, in writing, to the Association within five (5) working days. The signature of the employee shall be included.

Step 5. See "A", page 10--"Binding Arbitration" for Step 5.

- SEVEN (7) WE CH. R.M.D.*
- B. Any grievance not appealed within ~~ten (10)~~ calendar days from one step of the grievance procedure to the next will be considered settled on the previous decision.
- C. Any grievance not answered by the management within seven (7) calendar days will be considered settled at that step in favor of the aggrieved party or parties and any request contained within said grievance will be granted by the management.
- D. When more than one employee has been aggrieved as a result of some action taken by management, the President or his

designate may file said grievance and follow all steps of the grievance procedure on behalf of the aggrieved employees or the entire Association. Any employee maintains the right to withdraw his name from a Class type grievance by submitting said withdrawal in writing to management and to the Association within five (5) calendar days of the filing date of the grievance.

- E. Grievances shall be filed within thirty (30) days of the event or date of official action giving rise to the grievance.
- F. When an employee has been accused of any wrongdoing, that employee shall be entitled to representation by an executive member of the P.O.A. in accordance with the following:

Part 1. If an executive board member is available at the time of the incident, it shall be the accusing supervisors responsibility to summon him to the meeting if this can be done without jeopardizing normal work schedules.

Part 2. If the matter does not require immediate settlement, the supervisor shall set a time when the matter can be discussed allowing 24 hours for the employee to obtain representation.

Part 3. If the matter must be settled immediately and no representation is available among on-duty officers, the supervisor shall contact an off-duty executive board member of the P.O.A. The executive member will be paid in accordance with the overtime article of this contract.

- G. If an employee feels he is being improperly or unfairly

treated by his supervisor, the employee shall be entitled to discuss this with the supervisor involved. If the employee still feels aggrieved, he may ask for and be granted a meeting with the supervisor and an executive member. If after said meeting, the employee still feels aggrieved, he or his representative may file a grievance in accordance with the above steps.

- H. Any grievance brought about due to action taken by the Chief shall be submitted directly to the chief. Any grievance brought about due to action taken by the City Manager shall be submitted directly to the City Manager.
- I. No employee shall be required to make any oral statement concerning any alleged misconduct which could be a basis for Criminal and/or formal charges, unless he has first been accorded the opportunity to have an Association representative present. He shall have twenty-four hours after making oral statement to make any requested written statement. Notification of any disciplinary action against any employee which may result in official entries being added to his personnel file shall be forwarded to the Association immediately in writing.
- J. This entire section is provided with the intent that an honest effort be made by employer and employee to settle each grievance at the lowest possible step.
- K. The employee shall have the right to grieve in accordance

with Civil Service Rules or waive Civil Service option and rights and grieve under grievance step procedure with final step being optional to request binding arbitration per Michigan Employment Relations Commission, costs of the arbitration to be shared by both parties.

25. Employees' Attorney Fees

Although we have the request of the POA that the city pay their attorney fees on reversal of any decision in regard to disciplinary action, it is hereby mutually withdrawn as well as the request of the POA that the city pay 50% of their attorney fees on split decision is hereby mutually withdrawn.

26. Attorney Fees When Acquitted

The request of the POA that the city pay employees' attorney fees when employee is acquitted in a criminal trial is mutually withdrawn. Further, that the request of the POA that the city pay employees' attorney fees if the alleged crime is committed on duty is revised to provide that the city furnish legal counsel and defense to any employee sued as an individual for any act committed while on duty.

27-27A Trading Days Off

It is determined that the employee shall have the right to trade days off with another employee of the same classification without the commanding officer's approval for either employee for normally scheduled work. But any special or abnormal assignments are to be excluded from this right.

28. Weekend

It is our finding that the employee shall have an unsplit four day weekend every third week, said weekend to include Saturday and Sunday.

29. Patrol Car Manning

It is decreed that the patrol car shall be manned by two regulars for a minimum of twelve hours between the hours of 6:00 p.m. and 8:00 a.m. except when there is an early shift release requested by an employee and granted.

30. Request for Additional Patrolmen

The additional patrolmen request of the POA is hereby mutually withdrawn.

31. Equipping of Patrol Cars

It is determined that the city shall equip cars with shotguns.

32. Radio Units

It is determined that the city shall provide hand radio units for each officer on patrol as soon as feasible in connection with a new communication system.

33. Unsalvageable Equipment

POA has requested immediate replacement of unsalvageable equipment under section B and immediate replacement of obsolete equipment under section C and that is hereby mutually withdrawn. It is further determined that an employee may refuse to use or

operate any equipment which in his opinion is deficient without a direct order or disciplinary action until such deficiency has been resolved.

34. Access to Police Equipment

The request of the POA for access to equipment is hereby mutually withdrawn.

35. Supervisor's Performing Patrolman's Duties

It is hereby determined and recommended that the department supervisors shall make a sincere effort to minimize and eventually eliminate the practice of supervisors performing patrolmen's ^{regular} duties. *we* *CP* *R.M.D.*

36. Seniority Clause

The request of the POA for a seniority clause is hereby mutually withdrawn.

37. Budget Positions

Under the request of the POA set forth in subsections a, b, and c, it is determined that the city shall maintain 37 budget positions in the POA so that the membership therein shall not be reduced unless financial reasons justify such a reduction or the elimination of any position, which would require proof. Further that vacancies shall be filled as soon as possible through the Civil Service procedure.

38-38A Change in Working Conditions

No change will be made affecting wages, hours of employment,

working conditions, or other conditions of employment without the prior mutual consent of both parties.

39. Privileges of POA Officers

- A. The POA Office of President duty time for POA shall be on the following schedule:
1. When assigned to day shift, the shift termination shall be 2:00 p.m.
 2. When assigned to afternoon shift, the shift starting time shall be 6:00 p.m.
 3. The foregoing does not preclude the granting of additional time off for those emergency POA duties that cannot be performed between the hours of 2:00 p.m. and 6:00 p.m.
- B. Any member of the POA attending a funeral of a slain officer of another city shall be granted the use of one marked police car for such funeral provided the funeral is within a 200 mile radius. Any such request further than 200 miles shall be at the discretion of the police chief.
- C. The request of the POA for additional blackboard and corkboard in the squad room is modified to permit the POA to provide and maintain their own blackboards and/or corkboards in the squad room.
- D. The request of the POA to use police station equipment is mutually withdrawn.

E. The request of the POA to use an office in the police station is hereby mutually withdrawn.

F. It is determined that the POA members while attending Association conventions, conferences and other such meetings shall have a total of ~~six~~ days off annually cumulatively.

40. Working Out of Grade

The request of the POA to be paid at the rate of a higher classification when assigned to a higher classification is mutually withdrawn.

41. Off Duty Officer Performing Duties

It is our resolution that when an off duty Officer takes any kind of significant affirmative action, affecting an arrest, or preventing a crime in felony cases, said officer shall be paid in accordance with the overtime policy.

42. Minimum Patrolman Manpower Policies

It is our conclusion that between the hours of 6:00 a.m. and 4:00 p.m. that at no time shall there be less than three patrolmen on duty; between the hours of 4:00 p.m. and 6:00 a.m. there shall at no time be less than four patrolmen on patrol duty except when an early shift release requested by an employee is granted.

43. Time Off

It is determined that the first request to supervision by

an officer for time off on any single date from both shifts and bureaus shall be granted subject to twenty-four (24) hours advance notice and subject to the employee having equivalent hours in his compensatory bank, ^{BONUS DAYS, PERSONAL BUSINESS DAYS, OR OVERTIME BANK.} Any additional requests for time off on the same date shall be granted at the option of supervision considerate to the wishes of the employee and the needs of the service. *we* *CP* *R.M.D.*

44. Call In Policy

It is determined that overtime on call in shall be regulated in accordance with the seniority check-off list to be provided by the POA at least once a month. Supervision shall note reason for each negative response; this policy shall exclude special assignments or short assignments of four hours or less which are accepted by the previous shift extension of patrolmen only.

45. Triple Time

The request of the POA to be paid triple time for forced overtime is mutually withdrawn.

46. Additional Bonus Sick Days

The request of the POA that six bonus sick days be added to the sick day bank when no sick days have been used for a year is mutually withdrawn.

47. Lunch and Coffee Breaks

A. It is determined that the employee shall have a one-half

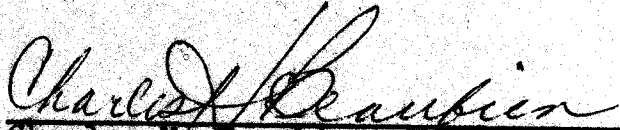
hour lunch break within the eight hour work period.

- B. It is decided that lunch hours or coffee breaks shall not be used or cancelled as a disciplinary measure.

Respectfully submitted,



William M. Ellmann, Chairman



Charles H. Beaubien



Ronald M. Dowell

DATED: September 15, 1972