

STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

Rec'd
5/86

In the Statutory Arbitration Between:

CITY OF SOUTHFIELD, MICHIGAN,

and

MERC Case: D 84 F 2123
Act 312, P.A. 1969

SOUTHFIELD POLICE OFFICERS ASSOCIATION.

BEFORE TRIPARTITE ARBITRATION PANEL:

JAMES N. CANHAM, Esquire, Chairman
RUTH E. MASON, Esquire, City Delegate
CARL PARSELL, Union Delegate

OPINION AND AWARD

APPEARANCES:

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OPINION AND AWARD

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SOUTHFIELD POLICE OFFICERS
ASSOCIATION.

STATEMENT OF PROCEEDINGS

This Arbitration has been conducted pursuant to the Police/Fire Fighters Arbitration Act (Act 312, Public Acts of 1969, as amended, Mich. Comp. Laws §423.231, et seq.). Arbitration was initiated by the Southfield Police Officers Association (hereinafter referred to as the "Union") by a Petition filed on January 23, 1985, following negotiations with the City of Southfield, Michigan (hereinafter referred to as the "City"), for a new collective bargaining agreement. On March 7, 1985, Mr. James N. Canham, Esq., was appointed as Chairman of the Arbitration Panel (Jt.Ex. C). The City designated Ms. Ruth E. Mason, Esq., as its Panel Delegate. The Union designated Mr. Carl Parsell as its Panel Delegate. A Pre-Hearing Conference was conducted on May 1, 1985. Formal hearings were conducted on June 17, 18, 26 and 27, 1985, and July 9 and 10, 1985. The parties exchanged Last Offers of Settlement in accordance with

the terms of the statute and subsequently exchanged Post-Hearing Briefs.

The Arbitration Panel thereafter met in executive session to consider the evidence of record and develop this Opinion and Award. All testimony and evidence submitted in the record were carefully considered by the Arbitration Panel. While all record evidence was considered, only certain items of evidence will be discussed in this Opinion.

ISSUES

The parties stipulated that the new collective bargaining agreement would consist of: (1) the parties' preceding July 1, 1982 - June 30, 1984 contract (C.Ex. 128), as modified by the parties' settlements on two issues;¹ and (2) the Arbitration Panel's award on the issues pending before the Arbitration Panel (VI 97-8).² The parties also agreed that the new contract would be a two-year agreement from July 1, 1984 to June 30, 1986 (Jt.Ex. D). The issues to be decided by the Arbitration Panel are those set forth in the parties' Last Offer of Settlement which set forth the precise language each party would have inserted in the contract (Jt.Ex. D). All other issues were either settled or waived.

¹The parties agreed to a "Pledge Against Discrimination and Coercion" and deletion of references to the Police Officers Association of Michigan (Jt.Ex. G).

²References to the official transcripts of the hearing will be designated by the volume number followed by the designation of the page number. Volume numbers are as follows: I - June 17, 1985; II - June 18, 1985; III - June 26, 1985; IV - June 27, 1985; V - July 9, 1985 and VI - July 10, 1985

BACKGROUND

The City of Southfield, Michigan, located in the heart of Oakland County (C.Ex. 1), is a matured community with most of its 27.83 square mile area (C.Ex. 16) already developed (C.Ex. 36). While the City, like most of Oakland County, experienced a development boom between 1970 and 1980 (C.Ex. 19), the pace of development has flattened out in recent years resulting in marginal growth in the State Equalized Valuation (SEV) (C.Ex. 63). The City has approximately 500 employees assigned to 19 Departments, the largest of which is the Police Department with 144 employees (C.Ex. 44). While the staffing level in the Police Department has been maintained at 144, the City has made overall staffing cuts (12 positions) in other City Departments since 1980 (C.Ex. 44).

There are currently six bargaining units and two groups of unrepresented employees in the City. In addition to the Police Officers, the City also has collective bargaining agreements with: the Police Command Officers (C.Ex. 153 is the most recent contract covering 1982-84); the Southfield Fire Fighters Association (C.Ex. 154 is the most recent contract covering 1981-84); the general City employees, represented by AFSCME, Local 329 (C.Ex. 156 is the most recent contract covering 1983-85); and the Public Safety Technicians, represented by the Police Officers Association of Michigan (C.Ex. 155 is the most recent contract covering 1983-86). In addition, the Michigan Association of Public Employees (MAPE) is currently negotiating for part

of the general office employees. The two unrepresented groups are the general office employees who are not represented by MAPE and are still covered by Administrative Civil Service (C.Ex. 157) and the "exempt" group which consists of upper-level management personnel.

The Police Department consists of 144 employees (C.Ex. 44) of whom 104 are in the Police Officers bargaining unit (C.Ex. 46). The bargaining unit is composed of 89 Police Officers and 15 Specialists (C.Ex. 42). The average seniority of Police Officers is approximately 10 years (C.Ex. 37). The average seniority of Specialists is approximately 12 years (C.Ex. 37). The Police Department is organized along typical functional lines chief amongst which are: Patrol, Investigations, Crime Prevention, Court Services, Operations, Administration, Communications and Records (C.Ex. 343[a]).

COMPARABLES

Section 9 of Act 312 sets forth the criteria to be applied in resolving police and fire fighters disputes over the terms of a new contract. The Panel has carefully considered each of these factors in its deliberations. In dealing with subsection (d)(i) which directs that Arbitration findings be based, inter alia, on a "comparison of the wages, hours and conditions of employment of . . . other employees . . . in public employment in comparable communities", the parties agreed that Farmington Hills, Pontiac, Royal Oak and Troy are comparable to the City of Southfield. The parties were at odds concerning

the other appropriate jurisdictions to be used for the purposes of comparison. The City proposed that, in addition to the four agreed-upon communities, only the following Oakland County communities should also be considered by the Arbitration Panel: Berkley, Birmingham, Bloomfield Township, Ferndale, Hazel Park, Madison Heights, Waterford Township and West Bloomfield Township. The Union proposed that in addition to the four agreed-upon communities, the Arbitration Panel should also consider: Ann Arbor, Dearborn, Dearborn Heights, Livonia, Roseville, St. Clair Shores, Sterling Heights, Taylor, Warren and Westland. The record shows (C.Ex. 35) that in a prior arbitration proceeding between the parties, the arbitration panel adopted as the comparable communities: Berkley, Birmingham, Ferndale, Hazel Park, Madison Heights, Troy, Sterling Heights, Livonia, Bloomfield Township, Farmington Hills, Pontiac, Redford Township, Royal Oak and West Bloomfield Township. The City maintains that if its proposed list of Oakland County communities is not adopted by the Panel, then those communities found comparable in the prior arbitration proceeding between the parties should be adopted by this Arbitration Panel.

The term "comparability" is not specifically defined in the statute. The elements of comparability can be so numerous and diverse that the legislature chose to leave such determinations to the Arbitration Panel. We here undertake a brief discussion of the proposed comparable communities, exploring their characteristics and determining whether they are comparable to the City of Southfield.

The City of Berkley is located in Oakland County. It is a member of the South Oakland County Reciprocal Police Aid Agreement ("mutual aid pact") (C.Ex. 2). It has an area of 2.59 square miles; a 1980 population of 18,637; a 1982 population of 18,152; a 1982 SEV of \$157,373,044; a per capita SEV of \$8,670; a 1984 SEV of \$154,222,200; a per capita income of \$9,586; it has 6,747 housing units; the median home value is \$39,400; total police force consists of 26 members; the number of arrests per member of the department is 6.27. The record shows that the City of Berkley recently converted to a combined police/fire operation. The Union maintains that Berkley should be excluded due to its public safety department status. The parties have excluded other public safety departments (e.g., Oak Park) as not being comparable to Southfield.

Birmingham is located in Oakland County. It is also a member of the mutual aid pact. It has an area of 4.88 square miles; a 1980 population of 21,689; a 1982 population of 20,965; a 1982 SEV of \$448,474,369; a per capita SEV of \$21,392; a 1984 SEV of \$455,182,700; a per capita income of \$15,926; 9,308 housing units; a median home value of \$78,100; a total police force of 35 members; 10.32 arrests per officer; 833 citizens per officer; and \$13,005,220 in SEV per officer. Birmingham was held comparable in a prior arbitration proceeding between the parties.

Bloomfield Township is located in Oakland County. It has an area of 25.99 square miles; a 1980 population of 42,876;

a 1982 population of 42,493; a 1982 SEV of \$1,046,040,868; a 1982 per capita SEV of \$24,617; a 1984 SEV of \$1,041,771,110; a per capita income of \$21,242; 14,728 housing units; a median home value of \$128,100; 66 members in the total police force; 6.93 arrests per officer; 828 citizens per officer; and \$15,784,411 in SEV per officer. Bloomfield Township was held comparable by the prior Act 312 arbitration panel.

Farmington Hills is located in Oakland County and is a member of the mutual aid pact. It has an area of 33.34 square miles; a 1980 population of 58,056; a 1982 population of 60,945; a 1982 SEV of \$950,893,575; a 1982 per capita SEV of \$15,603; a 1984 SEV of \$996,159,938; a per capita income of \$13,775; 21,551 housing units; a median home value of \$86,900; 75 members in the total police force; 15.73 arrests per officer; 1,075 citizens per officer; and \$13,282,133 of SEV per officer. The City of Farmington Hills was found comparable by the prior arbitration panel and both sides agreed upon this community.

Ferndale is located in Oakland County and is a member of the mutual aid pact. It has an area of 3.87 square miles; a 1980 population of 26,227; a 1982 population of 25,550; a 1982 SEV of \$206,149,563; a 1982 per capita SEV of \$8,069; a 1984 SEV of \$206,700,400; a per capita income of \$8,376; 10,175 housing units; a median home value of \$27,600; 49 members in its total police force; 14.16 arrests per officer; 757 citizens per officer; and \$4,218,376 of SEV per officer. Ferndale was held comparable by the prior Act 312 arbitration panel.

Hazel Park is located in Oakland County and is a member of the mutual aid pact. It has area of 2.81 square miles; a 1980 population of 20,914; a 1982 population of 20,645; a 1982 SEV of \$139,274,761; a 1982 per capita SEV of \$6,746; a 1984 SEV of \$136,997,610; a per capita income of \$7,489; 7,710 housing units; a median home value of \$26,500; 34 members in the total police force; 30.06 arrests per officer; 974 citizens per officer; and \$4,029,341 in SEV per officer. Hazel Park was held comparable in the prior Act 312 proceeding between the parties.

Madison Heights is located in Oakland County and is a member of the mutual aid pact. It has an area of 7.05 square miles; a 1980 population of 35,375; a 1982 population of 34,609; a 1982 SEV of \$396,825,912; a 1982 per capita SEV of \$11,466; a 1984 SEV of \$413,088,700; a per capita income of \$9,165; 13,025 housing units; a median home value of \$39,700; 55 members in the total police force; 6.68 arrests per officer; 934 citizens per officer; and \$7,510,704 of SEV per each officer. The City of Madison Heights was held comparable in the prior arbitration proceeding between the parties.

The City of Pontiac is located in Oakland County. It has an area of 20.08 square miles; a 1980 population of 76,715; a 1982 population of 73,156; a 1982 SEV of \$713,995,547; a 1982 per capita income of \$9,760; a 1984 SEV of \$707,642,500; a per capita income of \$6,799; 27,745 housing units; a median home value of \$25,600; 179 members in the total police force; 16.50 arrests per officer; 544 citizens per officer; and \$3,953,310

in SEV per officer. Pontiac was held comparable in the prior Act 312 proceeding between the parties.

The City of Royal Oak is located in Oakland County and is a member of the mutual aid pact. It has an area of 11.78 square miles; a 1980 population of 70,893; a 1982 population of 68,390; a 1982 SEV of \$712,103,743; a 1982 per capita SEV of \$10,412; a 1984 SEV of \$700,819,700; a per capita income of \$11,052; it has 28,785 housing units; the median home value is \$44,900; it has 80 members in the total police force; 9.38 arrests per officer; 1,090 citizens per officer; and \$8,760,246 of SEV per officer. Royal Oak was held comparable in the prior arbitration proceeding and both sides agreed upon this community.

The City of Troy is located in Oakland County and is a member of the mutual aid pact. It has an area of 33.53 square miles; a 1980 population of 67,102; a 1982 population of 67,031; a 1982 SEV of \$1,349,119,843; a 1982 per capita SEV of \$20,127; a 1984 SEV of \$1,412,137,050; a per capita income of \$12,742; it has 12,750 housing units; the median home value is \$83,500; it has 105 members in the total police force; there were 16.10 arrests per officer; there were 895 citizens per officer; and \$13,448,924 of SEV per officer. Troy was held comparable by the prior arbitration panel, and both sides agreed upon this community.

Waterford Township is located in Oakland County. It has an area of 35.19 square miles; a 1980 population of 64,250; a 1982 population of 63,304; a 1982 SEV of \$706,384,365; a 1982 per capita SEV of \$11,159; a 1984 SEV of \$702,175,500; a per

capita income of \$9,724; 23,800 housing units; a median home value of \$49,500; 60 members in the total police force; 24.77 arrests per officer; 1,477 citizens per officer; and \$11,702,925 of SEV per officer.

West Bloomfield Township is located in Oakland County. It has an area of 31.24 square miles; a 1980 population of 41,962; a 1982 population of 43,129; a 1982 SEV of \$831,138,027; a 1982 per capita SEV of \$19,271; a 1984 SEV of \$842,487,425; a per capita income of \$16,501; it has 13,632 housing units; the median home value \$108,300; it has 36 members in the total police force; 14.12 arrests per officer; 1,689 citizens per officer; and \$23,402,428 of SEV per officer. West Bloomfield was held comparable in the prior arbitration proceeding.

In addition to the Oakland County communities offered by the City as comparable in this proceeding, the record shows that in the prior Act 312 proceeding, Redford Township was held comparable to Southfield. Redford Township is located in Wayne County; it has an area of 11.25 square miles; a 1980 population of 58,441; a 1982 population of 57,082; a 1982 SEV of \$641,068,410; a 1982 per capita SEV of \$11,231; a 1984 SEV of \$615,585,840; a per capita income of \$10,135; it has 20,309 housing units; the median home value is \$44,100; it has 69 members in the total police force; there were 9.43 arrests per officer; there are 1,270 citizens per officer; and it has \$8,921,534 in SEV per officer. As noted above, Redford Township was held comparable in the prior arbitration proceeding.

In addition to the communities set forth above, the Union tendered a number of additional communities it contends are comparable. The City of Ann Arbor is located in Washtenaw County. It has an area of 24.60 square miles; a 1980 population of 107,966; a 1982 population of 104,880; a 1982 SEV of \$1,301,972,260; a 1982 per capita SEV of \$12,414; a 1984 SEV of \$1,330,479,300; a per capita income of \$10,009; it has 40,153 occupied dwelling units; a median home value of \$69,600; it has 151 members on the total police force; there were 21.17 arrests per officer; there are 931 citizens per officer \$8,811,121 in SEV per officer.

The City of Dearborn is located in Wayne County. It has an area of 23.80 square miles; a 1980 population of 90,660; a 1982 population of 86,544; a 1982 SEV of \$1,878,837,505; a 1982 per capita SEV of \$21,710; a 1984 SEV of \$1,848,210,769; a per capita income of \$10,930; it has 35,692 housing units; the median home value is \$49,100; it has 197 members in the total police force; 10.82 arrests per officer; there were 546 citizens per officer; and \$9,381,781 in SEV per officer.

The City of Dearborn Heights is located in Wayne County. It has an area of 12.10 square miles; a 1980 population of 67,706; a 1982 population of 64,702; a 1982 SEV of \$647,881,700; a 1982 per capita SEV of \$10,013; a 1984 SEV of \$599,766,730; a per capita income of \$10,532; it has 23,499 housing units; a median home value of \$46,800; there are 91 members in the total police force; there were 23.99 arrests per officer; there were 1,148 citizens per officer; and \$6,590,843 in SEV per officer.

The City of Livonia is located in Wayne County. It has an area of 35.85 square miles; a 1980 population of 104,814; a 1984 population of 101,366; a 1982 SEV of \$1,600,124,540; a 1982 per capita SEV of \$15,786; a 1984 SEV of \$1,542,329,480; a per capita income of \$11,085; there were 33,012 housing units; the median home value is \$64,100; there were 146 members in the total police force; there were 12.15 arrests per officer; 998 citizens per officer; and \$10,563,901 of SEV per officer. Livonia was found comparable in the prior arbitration proceeding. --

The City of Roseville is located in Macomb County. It has an area of 9.50 square miles; a 1980 population of 54,311; a 1982 population of 52,785; a 1982 SEV of \$473,190,840; a 1982 per capita SEV of \$8,965; a 1984 SEV of \$481,360,104; a per capita income of \$8,248; there were 18,491 occupied dwelling units; the median home value is \$37,300; there were 77 members in the total police force; there were 27.37 arrests per officer; there were 936 citizens per officer; and \$6,251,430 in SEV per officer.

The City of St. Clair Shores is located in Macomb County. It has an area of 11.60 square miles; a 1980 population of 76,210; a 1982 population of 73,450; a 1982 SEV of \$729,893,090; a 1982 per capita SEV of \$9,937; a 1984 SEV of \$724,443,873; a per capita income of \$10,258; there were 27,154 housing units; the median home value is \$46,400; there are 90 members in the total police force; there were 13.80 arrests per officer; there were 657 citizens per officer; and there were \$8,049,811 of SEV per officer.

The City of Sterling Heights is located in Macomb County. It has an area of 36.70 square miles; a 1980 population of 108,999; a 1982 population of 108,482; a 1982 SEV of \$1,374,486,051; a 1982 per capita SEV of \$12,670; a 1984 SEV of \$1,346,411,300; a per capita income of \$9,792; there are 34,517 housing units; the median home value is \$65,800; it has 160 members in the total work force; there were 12.80 arrests per officer; there are 939 citizens per officer; there were \$8,415,071 in SEV per officer. Sterling Heights was found comparable in the prior arbitration proceeding.

The City of Taylor is located in Wayne County. It has an area of 23.30 square miles; a 1980 population of 77,568; a 1982 population of 73,796; a 1982 SEV of \$600,289,300; a 1982 per capita SEV of \$8,134; a 1984 SEV of \$567,928,800; a per capita income of \$8,127; there were 25,355 housing units; the median home value is \$37,100; there are 103 members in the total police force; there were 21.23 arrests per officer; 995 citizens per officer; and \$5,513,872 of SEV per officer.

The City of Warren is located in Macomb County. It has an area of 34.40 square miles; a 1980 population of 161,134; a 1982 population of 156,131; a 1982 SEV of \$2,065,720,233; a 1982 per capita SEV of \$13,231; a 1984 SEV of \$2,126,036,175; a per capita income of \$9,690; there are 54,532 housing units; the median home value is \$47,200; there are 234 members in the total police force; there were 20.13 arrests per officer; there were 826 citizens per officer; there was \$9,085,625 of SEV per officer.

The City of Westland is located in Wayne County. It has an area of 19.80 square miles; a 1980 population of 84,603; a 1982 population of 81,533; a 1982 SEV of \$647,262,900; a 1982 per capita SEV of \$7,939; a 1984 SEV of \$609,459,810; a per capita income of \$9,231; there were 29,963 housing units; the median home value is \$45,300; there were 90 members in the total police force; there were 46.56 arrests per officer; there were 1,365 citizens per officer; there was \$6,771,776 of SEV per officer.

The City of Southfield has an area of 27.83 square miles; a 1980 population of 75,568; a 1982 population of 73,311; a 1982 SEV of \$1,386,316,966; a 1982 per capita SEV of \$18,910; a 1984 SEV of \$1,393,241,900; a per capita income of \$13,864; there are 31,289 housing units; the median home value is \$66,300; there were 144 members in the total police force; there were 15.04 arrests per officer; there were 727 citizens per officer; and \$9,675,291 in SEV per officer.

In support of its position that only Oakland County communities should be deemed comparable by the Arbitration Panel, the City contends that a number of factors make Oakland County communities unique. All of the City's proposed Oakland County comparables, with the exception of Waterford Township, were found to be comparable in the prior arbitration proceeding.

The City finally contends that the geographic proximity of these communities should be given great weight by the Arbitration Panel.

The Arbitration Panel is persuaded that geographic proximity and the unique characteristics of Oakland County are entitled to great weight by the Arbitration Panel. However, a majority of the Arbitration Panel believes that Berkley, Birmingham, Ferndale, Hazel Park and Madison Heights should be excluded from the list of comparables. These are the smallest of the communities in Oakland County in terms of population, square-mile area and SEV.

A majority of the Panel, however, believes that a number of additional communities found comparable in the prior proceeding between the parties (C.Ex. 35) should be added to the list of comparables. These communities are Redford Township, Livonia and Sterling Heights. Each of these communities shares at least some of the general characteristics of Southfield and are deemed appropriate for purposes of comparison. In addition, a majority of the Panel finds that a number of communities not specifically found comparable in the prior arbitration proceeding between the parties should also be added to the list of comparables. These communities are Dearborn, Dearborn Heights, Warren, and Westland. While these communities are not located in Oakland County and, thus, do not share the unique characteristics of Oakland County and, while each of these communities are certainly more geographically removed from Southfield and, thus do not share to the same extent as other communities in the labor market, a majority of the Arbitration Panel feels that they share a sufficient number of characteristics with the City of Southfield to be considered in the list of comparables.

The parties agreed to four common communities, Farmington Hills, Pontiac, Royal Oak and Troy. The one unique feature of these communities is that they all are located within Oakland County and with a very close geographic proximity to the City of Southfield. A majority of the Arbitration Panel rejects from the list of proposed comparables four other communities tendered by the Union: Roseville, St. Clair Shores, Taylor and Ann Arbor. Each of these communities is even more geographically removed from the Southfield area; none of these four are located in Oakland County; none of these four were found comparable in the prior arbitration proceeding. Because these communities are so geographically removed, they do not share in the same labor market.

While the City of Dearborn Heights was rejected by the prior arbitration panel as being too remote to be deemed a comparable with the City of Southfield (C.Ex. 35, p. 26), the majority of the Arbitration Panel finds that it shares a sufficient number of other characteristics in common with the City of Southfield to be given some weight by the Arbitration Panel. The logic of the prior arbitration panel would also exclude Dearborn, Warren and Westland due to their remoteness to the City of Southfield. Nevertheless, the majority of the Panel believes that they share a sufficient number of characteristics to be included on the list of comparables. Thus, the majority of the Arbitration Panel is persuaded that the list of comparables should include all of the communities found comparable

in the prior arbitration proceeding with the addition of Waterford Township and with the exclusion of Berkley, Birmingham, Ferndale, Hazel Park and Madison Heights. In addition, four communities tendered by the Union will be included in the list of comparables: Dearborn, Dearborn Heights, Warren and Westland. Four other communities tendered by the Union, Roseville, St. Clair Shores, Taylor and Ann Arbor, will be rejected due to their remoteness from the City of Southfield, their lack of geographic proximity and/or sharing in the characteristics common to other Oakland County communities. For the foregoing reasons, the Arbitration Panel has come to the conclusion that Bloomfield Township, Dearborn, Dearborn Heights, Farmington Hills, Livonia, Pontiac, Redford Township, Royal Oak, Sterling Heights, Troy, Warren, Waterford Township, West Bloomfield Township and Westland should be considered comparable to Southfield for the purposes of this hearing. The aforementioned communities are the ones that will be examined in attempting to resolve the issues presented in the instant case.

A review of the characteristics set forth above, as shown in the attached Table I, shows that in square mile area, Southfield ranks 8th out of the list of comparables; in 1980 population, Southfield ranks 7th; in 1982 population, Southfield ranks 6th; in 1982 SEV, Southfield ranks 4th; in 1982 per capita SEV, Southfield ranks 5th; in 1984 SEV, Southfield ranks 5th; in per capita income, Southfield ranks 3rd; in the number of housing units, Southfield ranks 5th; in the median home value,

Southfield ranks 5th; in the total work force, Southfield ranks 6th; in the number of arrests per officer, Southfield ranks 8th; in the number of citizens per officer, Southfield ranks 3rd; and in the amount of SEV dollars per officer, Southfield ranks 7th.

OTHER SECTION 9 STANDARDS FOR DECISION

Having dealt with the issue of comparables, we here deal with the evidence of record with respect to the other Section 9 standards for decision. With respect to the interests and welfare of the public, the City contends that the Arbitration Panel should give weight to the fact that City taxpayers are not at the top of the list of comparables in terms of per capita income (3rd), median home value (5th), per capita SEV (5th), and, while Southfield's SEV ranked 4th in 1982, it fell to 5th place in 1984. The City ranked only 7th in terms of SEV dollars per officer, it has one of the highest ratios of citizens per officer (3rd) resulting in the number of arrests per officer being around the median (8th).

With respect to the City's financial ability, the Union correctly contends that the City did not strictly argue an "inability to pay". Nevertheless, under Section 9(c) of the statute, the Arbitration Panel, as the City contends, should consider the employer's financial position. The City contends that, while it offers compensation improvements over the two-year contract term, the Arbitration Panel, in considering the overall economic impact of its Award, must consider the economic impact

upon the City. The record shows a steady increase in both the annual and monthly cash disbursements and a steady decline in the undesignated fund balance. Compared to the comparable communities, the City has more police personnel per thousand than most of the comparables (3rd) (C.Ex. 46). The City has fewer SEV dollars behind each member of the Department than many of the comparable communities (7th).

With respect to other City employees, C.Ex. 103 shows the increases received by police officers over the last five years have been amongst the most favorable in the City. C.Ex. 105 shows the status of wage settlements for 1984-85. The exhibit demonstrates that the unit represented by AFSCME received a zero increase as did employees in the PST bargaining unit and the Exempt and general ACS employees. The remaining unionized groups were still in negotiations.

With respect to the private sector, the record shows that the last vacancies in the Department attracted approximately 525 applicants which the City contends is a good barometer of the salary and benefits within the Police Department compared to those in the private sector. With respect to consumer prices, the record shows that over the years the increases in police salaries in Southfield have increased at a faster rate than the increases in the consumer price index. C.Ex. 107 shows the annual increases in salaries over the 16-year period to be 245.02%, while the increase in the CPI has been 197.8%. In other words, salaries have increased by some 47.22% over

the increases in the CPI. With respect to overall compensation, the record shows that unit members have enjoyed a favorable position compared with the comparable communities. Table II demonstrates that as of June 30, 1984, unit members ranked 3rd out of the 15 communities. Southfield showed an overall compensation figure of \$36,839 versus an average of \$33,933. Thus, Southfield is \$2,906 over the average overall compensation package.

**UNION ISSUES: WAGES
(Economic)**

There are two separate years at issue here: July 1, 1984 to June 30, 1985 and July 1, 1985 to June 30, 1986. The positions of the parties with respect to the first year are:

EFFECTIVE JULY 1, 1984 - JUNE 30, 1985

CITY OFFER:

<u>Position</u>	<u>Start</u>	<u>6 MO</u>	<u>12 MO</u>	<u>18 MO</u>	<u>24 MO</u>	<u>30 MO</u>
Police Officer	20,080	20,910	22,790	24,285	28,220	29,030
Specialist	29,890	30,925	31,935			

UNION OFFER:

Police Officer	20,783	21,642	23,588	25,135	29,208	30,046
Specialist	30,936	32,007	33,053			

EFFECTIVE JULY 1, 1985 - JUNE 30, 1986

CITY OFFER:

<u>Position</u>	<u>Start</u>	<u>6 MO</u>	<u>12 MO</u>	<u>18 MO</u>	<u>24 MO</u>	<u>30 MO</u>
Police Officer	21,085	21,955	23,930	25,500	29,630	30,460
Specialist	31,385	32,470	33,530			

UNION OFFER:

Police Officer	22,030	22,941	25,003	26,643	30,960	31,849
Specialist	32,792	33,927	35,036			

The parties stipulated that each year of wages represents a separate issue for decision by the Arbitration Panel (VI-305).

While each year will be treated separately in the award, for purposes of convenience, we discuss both wage issues jointly. The record demonstrates the salaries in the comparable communities (settled contracts, top rates) as of July 1, 1984 and July 1, 1985, which are set forth in Table III. For each year, the average of the comparables and the respective offers are as follows:

	<u>July 1, 1984</u>	<u>July 1, 1985</u>
Average	\$27,557	\$28,663
City Offer	\$29,030	\$30,480
Union Offer	\$30,046	\$31,849

For the year being July 1, 1984, the City offer of \$29,030 would rank the City 3rd amongst the comparables and \$1,473 above the average. The Union offer of \$30,046 would rank the

City 2nd amongst the comparables and some \$2,489 above the average. For the year beginning July 1, 1985, the City offer of \$30,480 would rank the City 1st amongst the comparables with settled contracts and \$1,817 above the average. The Union offer of \$31,649 would also place the City 1st amongst the comparables and \$3,186 above the average. The record shows that with respect to the cumulative salaries paid during the initial five years of employment, the salary schedule in Southfield places it amongst the highest of the comparables.

The record shows that of those communities with settled contracts in 1984, but unsettled contracts in 1985 (Farmington Hills, Redford Township, Sterling Heights and Westland), two of the four had 1984 salaries below the average (Redford Township and Westland).

The record shows (Table I) that Southfield, in comparison with the comparables, is in the mid-range in terms of population (7th), per capita SEV (5th), 1984 SEV (5th), per capita income (3rd), median home value (5th), SEV per officer (7th), and arrests per officer (8th).

The record shows that members of this unit enjoy a very favorable salary level compared with other City Units (C.Exs. 103-105). For the year commencing July 1, 1984, the record shows that the Exempt employees, ACS employees, APSCME employees and TPOAM (PST) employees received a wage freeze (0%). The remaining unionized groups were in negotiations. For the year commencing July 1, 1985, those groups that have settled,

have settled for a percentage increase consistent with the City's offer here.

The record shows (C.Ex. 107) that over the years the increases in the unit members' salaries have exceeded in increases in the consumer price index.

With respect to overall compensation, the record shows that Southfield ranks 3rd amongst the comparables and some \$2,906 above the average (Table II).

The record shows that unit members are in a very favorable position with respect to the comparables. Both offers will place the officers at or near the top of the comparables for 1984 and at the top of the settled contracts in 1985. The salaries of employees under either offer will exceed the average of the comparables by a substantial margin. Unit members already enjoy a favorable position with respect to overall compensation, the consumers price index and other groups of City employees. A majority of the Arbitration Panel has determined that the Union's offer will be awarded and adopted for the 1st year (July 1, 1984 - June 30, 1985) and the City's offer will be awarded and adopted for the 2nd year (July 1, 1985 - June 30, 1986). The salary schedule shall provide as follows:

EFFECTIVE JULY 1, 1984

<u>Position</u>	<u>Start</u>	<u>6 MO</u>	<u>12 MO</u>	<u>18 MO</u>	<u>24 MO</u>	<u>30 MO</u>
Police Officer	20, 783	21,642	23,588	25,135	29,208	30,046
Specialist	30,936	32,007	33,053			

EFFECTIVE JULY 1, 1985

<u>Position</u>	<u>Start</u>	<u>6 MO</u>	<u>12 MO</u>	<u>18 MO</u>	<u>24 MO</u>	<u>30 MO</u>
Police Officer	21,085	21,955	23,930	25,500	29,630	30,480
Specialist	31,385	32,470	33,530			

The Arbitration Panel's Awards are attached hereto.

UNION ISSUE #2
(PENSIONS: 25 Years of Service and Out)
(Economic)

The Union's last offer would allow an employee with 25 or more years of service to retire with full benefits, with no minimum age requirement and at no cost to the employee, effective June 30, 1986 (Un.Ex. 56). The City's last offer would retain the current contract language (Article XXXI, Retirement, Section 31.1), which provides retirement eligibility at age 50 with 25 years of service.

Both parties submitted pension information with respect to the various comparable communities. Several general observations are in order as they relate to this, and the several other proposed pension changes proposed by the Union. The record shows that Southfield currently has a very competitive pension plan when compared to the comparable communities. This is true in terms of voluntary retirement age, the final average compensation formula, the years computed in the final average salary, the vesting procedures, and the contributions made by the member employees. The record shows that in applying the various retirement formulas, the pension benefit in Southfield is amongst the highest of the comparable communities. The actuarial firm

of Gabriel, Roeder, Smith & Company computed the various retirement benefits as of June 30, 1984, June 30, 1985, and June 30, 1986 (C.Ex. 315-326). For each year the retirement benefit under the Southfield pension system ranks first amongst the comparables when considering the benefit level at age 50 with 25 years of service. Those communities that pay a slightly higher benefit have a retirement age and service requirement of 55 years of age and/or 30 years of service. Thus, the net impact of the various retirement systems shows that the current Southfield pension plan is very generous compared to the comparable communities. Gabriel, Roeder, Smith & Company determined the cost of the Union's proposal to be approximately \$68,000 each year with unfunded actuarial accrued liabilities of \$525,728,000 (C.Ex. 313).

The comparables do not support the Union's position. Only two communities (Pontiac and Warren) have a 25 years of service and out provision. All of the other comparables have provisions similar to those set forth in the current Southfield pension program requiring a minimum age. No other City bargaining unit or group has a 25-and-out pension benefit. In light of the costs involved, the employer's financial position, the lack of support in the comparable communities or other City bargaining units, the unit members' favorable position with respect to the Consumers Price Index and the overall compensation currently received, the majority of the Arbitration Panel has determined that the City's offer must be adopted. The Panel awards and adopts the City's offer which is appended to this Opinion.

UNION ISSUE #3
(PENSIONS: Annuity Withdrawal Option)
(Economic)

The Union's last offer would give bargaining unit members the option of withdrawing their accumulated annuity contributions at the time of retirement effective thirty (30) days after the date of the Award, subject to various technical details regarding notice and payment as set forth in the Union's Final Offer of Settlement. The City's last offer would grant employees an annuity withdrawal option effective July 1, 1985, subject to certain minor variations as set forth in the City's Last Offer of Settlement.

The City does not oppose the concept of an annuity withdrawal option, despite the fact that it is not provided in a majority of the comparable communities or to any other employee groups in Southfield. However, certain modifications to the Union's initial proposal are proposed by the City. A representative of Gabriel, Roeder, Smith & Company testified that the City's proposal was superior in that it resolved a number of ambiguities set forth in the Union's proposal. These clarifications dealt with the interest to be paid is that which has been credited under the pension plan; clarification that the refund is of the member's contributions under the retirement system; finally, that the interest rate to be used would be that computed by the Pension Benefit Guaranty Corporation (PBGC). The Union, likewise, submitted evidence that the PBGC rate should

be used, although its final offer contains a reference to another agency. Given the fact that a majority of the comparables and other City employee groups do not have this type of additional benefit, the City's offer is not unreasonable. The minor modifications as testified by the City's actuary will not substantially impact the annuity withdrawal concept urged by the Union. There is an absence of evidence in the record to support the Union's proposal against the cogent reasons for the proposed modifications provided by the professional actuaries. For these reasons, the majority of the Arbitration Panel has decided that it must award the City's offer. The City's offer is awarded and adopted by the Arbitration Panel and is attached hereto.

**UNION ISSUE #4 (PENSIONS:
Employer to pay 100% of Retirement Program)
(Economic)**

The Union's last offer would require the City to pay the five (5%) percent employee contribution toward the cost of the retirement benefits provided to Police Officers, effective July 1, 1984 (Un.Ex. 60). The City's last offer would retain the current contract language (Article XXXI, Section 31.1), which provides for an employee contribution of 5% of the earnings base for retirement purposes.

The record shows that the Union's proposal would cost approximately \$129,000 up to approximately \$162,000 each year depending upon whether the City's additional contributions would or would not be credited to the individual member's account

balance. The record indicates that the cost to the City would be incurred each year. The record shows that the Union's proposal is not supported by the comparables. Only one community (Westland) requires no employee contribution. While the employee contributions vary from a low of .01% (Troy) to a high of 6% (Royal Oak), the majority of communities require a contribution and many of these are in the 5% range (C.Ex. 298, 299 and 301). All other City bargaining units and employee groups have a provision which requires members of the bargaining unit or group to pay 5% to the retirement system. There is no justification in the record for granting the Union's proposal. In consideration of the employer's financial condition, the comparable communities, other City bargaining units and groups, the unit members' favorable position with respect to the Consumer Price Index, and overall compensation as discussed above, a majority of the Arbitration Panel has determined that it must award and adopt the City's Final Offer of Settlement. The Panel's award is attached hereto.

UNION ISSUE #5
(PENSIONS: Survivorship Option)
(Economic)

The Union's last offer would add language providing that if an employee is granted a disability pension and dies prior to reaching normal retirement age, it will be an automatic assumption that if the person lived, the survivorship option would have been chosen (Un.Ex. 61). This language would take effect on the date of the award. The City's last offer would

retain the current contract language, i.e., that there is no automatic assumption that the survivorship option would have been chosen.

The record shows that the cost of the Union's proposal is approximately .5% of payroll or approximately \$16,000 for each year (C.Ex. 313). The Union's proposal finds support in the comparables. The record shows that 10 of the 14 comparables provide a survivorship option such as the Union proposes here. While not all provide a full payment as requested by the Union, the majority of comparables do (Un.Ex. 57; C.Ex. 333-4). Given the relative modest cost of this proposed pension improvement and the fact that the vast majority of the comparables currently provide this benefit, a majority of the Arbitration Panel has determined that the Panel must grant the Union's proposal. The Arbitration Panel adopts and awards the Union's final offer which is attached to this Opinion and Award.

**UNION ISSUE #6
(SHIFT PREMIUM)
(Economic)**

The Union's last offer calls for a 25¢ per hour shift premium for employees who work in the afternoon and 35¢ per hour for all employees who work during the midnight shift period. The City's last offer also provides for a shift premium -- 20¢ per hour for the afternoon shift and 25¢ per hour for the midnight shift.

Seven of the 14 comparables provide a shift premium benefit in some form (Un.Ex. 88; C.Ex. 339, 340). The shift

premium payments vary from a cents-per-hour amount to a flat annual dollar amount to a percentage of payroll. While it is true as the City argues that half of the comparables pay no shift differential at all, and only two of the existing City bargaining units receive a shift differential, and while it is true that the two City units receiving such payments receive a flat cents-per-hour payment (17¢ and 23¢ in the PST unit; 15¢ and 20¢ in the AFSCME bargaining unit), a majority of the Arbitration Panel had concluded that the Union's proposed shift premium should be adopted. While it is true that the record does not contain overwhelming support for the Union's offer as opposed to the City's offer, there is sufficient evidence to support such a decision and in light of the Panel's decision on other work scheduling issues, the Arbitration Panel is inclined to award the Union's Last Offer of Settlement. While the City also argues that its proposal is superior, in that, it clarifies any ambiguities in the administration of the shift premium provision, and while the Panel does not necessarily disagree that the City's offer would more clearly treat such issues, a majority of the Arbitration Panel is convinced that unless and until experience proves that disputes or difficulties arise with respect to the administration of the shift premium plan, the Union's proposal should be adopted. For the foregoing reasons, the majority of the Arbitration Panel had determined that the Union's last offer should be adopted. The Panel awards and adopts the Union's final offer which is attached hereto.

UNION ISSUE #7
(EQUALIZATION OF SCHEDULED OVERTIME)
(Non-Economic)

The Union's last offer would require the City to make "every reasonable effort to equalize scheduled overtime, first by seniority and then by hours of overtime worked." The proposed new language would drastically change the current system and procedures (Un.Ex. 121). The City's last offer would adopt the concept of overtime equalization and clearly spell out those situations in which it would apply, the procedures to be followed and the respective rights of the parties.

Both parties have submitted offers with respect to the equalization of scheduled overtime. Being a non-economic issue, the Arbitration Panel is free to fashion an award it feels most complies with the Section 9 criteria. In reviewing the proposed comparables and the practice in other City bargaining units and groups, a majority of the Arbitration Panel concludes that the City's offer, as modified through the discussion of the Arbitration Panel should be adopted. The City's award, as modified, is awarded and adopted by the Arbitration Panel and is attached hereto.

UNION ISSUE #8
(SHIFT PREFERENCE AND LEAVE
DAYS BY SENIORITY)
(Non-Economic)

The Union's last offer would delete current contract language regarding the criteria considered in making shift transfers within Divisions, simply giving preference to the most

senior employee. The final offer would also give all seniority employees the right to select shift preferences and leave days by Department seniority, and probationary employees would be scheduled as additions to the scheduled positions. The City's last offer would retain current contract language regarding shift transfers within Divisions (Article XIV, Section 14.9) and shift preference -- Patrol Division (Article XIV, Section 14.12). This means that the following criteria would continue to be considered by the Department with respect to -- shift changes: (a) the needs of the Department, and (b) a balancing of the experience levels on each shift. The most senior employee would be given preference only where all other factors are equal. In addition, the shift preference language would continue to apply only to the Patrol Division and be limited to employees with three (3) or more years of seniority and there would continue to be no right to select leave days by seniority.

Being a non-economic issue, the Arbitration Panel is free to fashion an award it feels best complies with the applicable Section 9 criteria. Based upon the comparables, the practice in other City bargaining units and groups, as well as consideration for the operational concerns of the Department, a majority of the Arbitration Panel has determined that the current contract language should be modified to allow the selection of shift and leave days in the Patrol Division under certain circumstances. Article XIV, Section 14.9 and 14.12 are modified

to accommodate these concepts. The majority of the Panel has determined the Union's request is meritorious to the extent that the shift and leaves days within the Patrol Division be allowed. At the same time, however, the majority of the Panel finds that the legitimate concerns of the Department with respect to the operations and administration of the program require the modifications in the Union's proposed language which are now reflected in the Arbitration Panel's award.

Under the modified language, the City shall determine the number of scheduled positions available to be "bid on" or selected pursuant to the preference provisions set forth in 14.9 and 14.12, i.e., the City will "slot" the employees with fewer than two years of service and the remaining positions will be those available to be bid on by the bargaining unit members in the Patrol Division. Based upon the evidence of record and the testimony presented at the hearing, the Arbitration Panel adopts as its Award the modified provisions which are attached hereto.

UNION ISSUE #9
(CALL-IN AND COURT TIME)
(Economic)

The Union's last offer would increase the court time benefit in Article XXI, Section 21.5, to provide a minimum guarantee of three (3) hours pay at time and one-half (1-1/2) the Police Officer's regular hourly rate, except when on duty or within two (2) hours of a duty shift. Similarly, the call-in pay benefit in Article XXI, Section 21.7, would be increased

to a three (3) hour minimum at time and one-half (1-1/2) the regular hourly rate, or until the start of the Officer's normal shift. In addition, new language would be added to this Section prohibiting the Department from relieving an employee called in four (4) hours or less prior to his regular starting time. The City's last offer would retain the current contract language and practices in this area, i.e., there would be no increase in the court time or call-in pay from the current two (2) hour minimum.

The Union basically proposes an increase in the minimum guarantee with respect to both call-in and court time. A review of the comparables (Un.Ex. 152; C.Ex. 363, 364) reveals with respect to call-in that, of the fourteen comparables, two communities pay a minimum of four hours at time and one-half, one community pays four hours at straight time, four communities pay three hours at time and one-half, and five communities pay two hours at time and one-half -- two communities had no provision. Southfield currently pays a minimum of two hours. With respect to court time, the record shows that, of the comparables, one community pays four hours at straight time, eight communities pay a minimum of three hours at time and one-half, one community pays 2.35 hours minimum at time and one-half, and four communities pay two hours at a minimum of time and one-half. Thus, the comparables support the Union's position here. While the City argues that other City bargaining units do not contain minimum guarantees with respect to call-in or court time, and of the

two units that do have such a guarantee, they are consistent with the current program in the Police Department, a majority of the Arbitration Panel concludes that call-in and court time are provisions somewhat unique to the police field, in that, the need for call-in of employees, as well as the need to testify in court, are much more likely to apply to members of a police bargaining unit. Inasmuch as the Union's proposal is well supported by the comparable communities, the majority of the Arbitration Panel concludes that the Union's offer should be adopted. The Union's last offer is awarded and adopted by the Arbitration Panel and is attached hereto.

**UNION ISSUE #10
(SUBCONTRACTING)
(Non-Economic)**

The Union's last offer would delete the words "or otherwise" from the portion of Article VII (Management Responsibility) giving the City the right to purchase the service of others and to contract with others. In addition, a new clause would be added expressly prohibiting the City from transferring work performed by bargaining unit personnel as of July 1, 1985, outside of the bargaining unit. The City's last offer would retain the current contract language.

The Union seeks to limit, if not delete, what a majority of the Arbitration Panel finds should be a basic management prerogative. The record shows that the City's position, which is merely to continue the provision, is supported both in the

comparables and in the other City bargaining units and groups. The Arbitration Panel is mindful of the need for the City to operate as effectively as possible to insure that tax dollars are spent wisely and well. In view of the interests and welfare of the public at large, the financial position of the City, and the very favorable overall compensation package currently received by bargaining unit members with respect to either the comparable communities or other City bargaining units and groups, and, in light of the favorable position held with respect to the Consumers Price Index, a majority of the Arbitration Panel finds that the Union has presented no persuasive evidence which would justify the tampering with an existing contract provision which protects a management right to operate the City in the most efficient manner. The majority of the Arbitration Panel has concluded, based upon the evidence of record, including the testimony presented in the course of the hearing, that the Arbitration Panel must award the City's offer. The City's final offer is awarded and adopted by the Arbitration Panel and is attached hereto.

WORK SCHEDULES (Economic)

A. POSITION OF THE PARTIES

The City proposes to add a provision to Article XIV (Miscellaneous) regarding work schedules which would give management the right to establish a regular work day for employees assigned to the Patrol Division of either ten (10) or eight

(6) hours, provided four-months advance notice of the specific tours of duty to be changed is provided in writing. In addition, the proposal would continue the 8-hour regular work day for employees assigned to the Investigation section, Staff Services, Court Services, Traffic and posted assignments; and would establish a regular work week of 40 hours, subject to management's right to reduce the work force in accordance with Section 7.1 of the collective bargaining agreement. The Union's last offer would retain the current 4/40 work schedule in the Patrol Division.

B. DISCUSSION

The 4/40 system was first implemented on an experimental basis in 1981 (C.Ex. 162, 163). Following completion of the 120-day experimental period, the Department corresponded with the Labor Organization indicating that it would continue the 4/40 program, however, "the City retains the right to schedule work and hours of work for its employees and, accordingly, the subject of the 4/40 work schedule will be considered following the 1982-1983 contract negotiations" (C.Ex. 166). Thereafter, in the 1982 contract negotiations, the Union proposed that the 4/40 schedule be added to the collective bargaining agreement. The City refused to make this addition to the contract (C.Ex. 170, p. 17). In February, 1984, the Department announced that it would revert to the 5/40 work schedule (C.Ex. 167). At that time, the Union sought to procure a preliminary injunction in

Oakland County Circuit Court. Oakland County Circuit Judge Schnelz denied the Union's request for a preliminary injunction against the implementation of the 5/2 schedule in March, 1984 (C.Ex. 190[b]), pp. 53-55) holding:

"It's an inescapable conclusion that you're going to get more -- better utilization of manpower under the 5/2."

The Union processed a contract grievance to arbitration and in December of 1984, the Arbitrator issued a ruling that the City was obligated to bargain with the Labor Organization prior to implementing any change (C.Ex. 170). The record shows that the parties did engage in collective bargaining over this issue, but have been unable to reach agreement.

The City contends that the need to adjust manpower levels on weekends and, at certain times of the day, is particularly acute in Southfield, which is basically a 9-to-5, Monday through Friday community due to its high concentration of business activity. As a result, clearly defined crime and traffic patterns have emerged. While some adjustments can be made on staffing at different times of the day by changing starting times, it is virtually impossible to adjust up or down for need under a 4/40 schedule. The City presented a number of witnesses who confirmed the many difficulties encountered by the Department in terms of putting individuals on the street at the needed times (V-32, 40, 55-57, 94, 104-105, 113-114, 139-140, 150). As noted above, this was one factor which led the Oakland County

Circuit Court to deny the Union's request for a preliminary injunction against the implementation of the 5/2 schedule.

SCHEDULING TO MEET CITY NEEDS

The record shows that the 4/40 work schedule involves reduced road strength and lack of flexibility to meet the City's manpower needs. Regardless of which variation in the schedule is used, it provides less coverage than a traditional 5-day schedule especially during the hours of peak incident demand. The 4/40 schedule results in an unreasonably high shift relief factor and does not allow the City to schedule down on weekends, when the need to have police officers on duty is lower due to the nature of the community. The record shows that, due to the shift-relief factors (C.Ex. 188), the bottom line is that there is a substantial increase in work strength under a 5-day schedule, as opposed to the 4/40 schedule (C.Exs. 171, 185, 188). C.Exs. 186, 187 and 190 clearly show the differences in road strength for the same amount of personnel under different scheduling configurations. It is simply not possible to efficiently utilize manpower under the 4/40 system resulting in depleted road coverage at times of peak incident demand. Additional improvements in manpower utilization can also be made by scheduling down on weekends under the 5/2 system.

LACK OF COMMUNICATION

The City stressed that a significant factor militating against the use of the 4/40 schedule is the lack of communication

arising from the loss of continuity of command between the sergeants and lieutenants and patrol officers who work on the 4/40 schedule. In addition, the current 4/40 schedule results in long periods of time that officers are not in contact with the Department which results in difficulties in bringing officers up to date on Department activities when they return to work. Officers attend fewer roll calls and have less contact with the Department under the 4/40 schedule (V-16-18). Because the current 4/40 schedule results in extensive absences, Public Safety Director Tobin testified that the Department can never catch up even if roll calls are extended and more written briefing materials are provided (V-134, 135, 163).

REDUCED OFFICER ACCESSIBILITY

Public Safety Director Tobin, Captain Simmons, and Lieutenant LaBenne all cited the difficulty in having individuals work overtime or appear in Court on their off days, particularly when they are scheduled off for six consecutive days (V-142). The City points out that while its overtime needs are the most serious during the summer months, this is the time during the year when crime rates are the highest and officer availability is the lowest (C.Ex. 178, 183; V-144, 146).

TRAINING PROBLEMS

The 4/40 work schedule makes training of police officers more difficult due to the 10-hour work days and the long leave periods (V-27, 28, 61, 120, 37). Even when training is done

during on-duty hours, road strength is depleted from already reduced levels creating a potential backup problem. This situation has already generated a grievance (V-41, 51; C.Ex. 171, 185).

DIFFICULTY IN SCHEDULING VACATIONS

The record shows that the peak crime periods during the year are the summer months (C.Ex. 178). However, this is also the period when officers take the most time off (C.Ex. 183). With the reduction of manpower that results under the 4/40 schedule, it is difficult to schedule vacations and still maintain minimum coverage levels.

USE OF SICK LEAVE

C.Ex. 172 shows that under the 4/40 system, sick leave may stay constant or actually surpass levels under the 5/2 system. As Director Tobin noted, even if the officer takes no more sick days under the 4/40 schedule, the individual misses 25% of the scheduled work week as opposed to 20% under the 5/2 system (V-135). C.Ex. 186 and 187 show the theoretical staffing levels under the two systems. The average road strength under the two schedules after compensatory and vacation time is shown on C.Ex. 190. The record thus shows that even if there is no scheduling down on weekends, the 5/2 schedule produces a 21% advantage in road strength for the same number of officers.

INCREASED FATIGUE

Individuals working a 10-hour day, the City contends, are more likely to incur or experience an increase in stress and other potential problems while on duty. C.Ex. 172 indicates that the 4/10 system results in more accidents and greater risk in emergency situations requiring immediate attention. The record further shows that many officers live a good distance from the City of Southfield so that, in addition to the 10-hour work day, they are required to spend substantially more time commuting to and from work.

ADDITIONAL VEHICLE AND EQUIPMENT COSTS

The record shows that another adverse consequence of the 10-hour shift is the shortage of patrol cars during overlapping shifts (C.Ex. 172, 175).

The City also cites a number of additional factors which mandate the discontinuance of the 4/40 schedule. With the incident demand coverage being of top priority and the road strength being reduced under a 4/40 schedule, specialized services must be eliminated or curtailed (C.Exs. 171, 176, 185). Job identification is reduced under a 4/40 schedule. Time off periods and outside commitments have prevailed over requests to work overtime or specialized assignments (C.Ex. 176). Even when all patrol officers were scheduled for a common work day (under

the 4/3 schedule) there was no increase in productivity when measured in 21 separate categories (V-26-27, 89-90).

The record shows that the Department has attempted to make the 4/40 schedule work. The Department has used three different systems under the 4/40 schedule, none of which have solved the problems encountered by the Department. Public Safety Director Tobin, Police Chief Fasbinder, Captain Simmons and Lieutenant LaBenne all testified with respect to the internal problems created by the 4/40 system.

The Union came forward with no rebuttal evidence regarding the specific disadvantages of the 4/40 system documented by the City. The Union did not show how any of these problems could be solved if the 4/40 system is retained.

The Arbitration Panel concludes that the statutory factors applicable to this issue require that the City's last offer be adopted. Section 9(c) of the statute requires the Arbitration Panel to consider the interests and welfare of the public. The majority of the Arbitration Panel is persuaded that the 5/2 schedule will result in better utilization of available manpower. The interests of the taxpayers in properly using the available manpower (the Department is a major element of the City's budget each year), as well as improving the Department's ability to meet peak crime periods serves the interests and welfare of the public. As discussed above, the Department is relatively heavily staffed in comparison with the comparable communities (3rd) having one officer for each 727 citizens.

The need for appropriate scheduling due to the high concentration of business activities is established by the record. As held by Oakland County Circuit Court Judge Schnelz, the 5/2 system clearly results in more manpower being available on the streets than the 4/40 system.

Under Section 9(c), the Arbitration Panel is to consider the financial ability of the municipality. The City is not at the top of the comparables with respect to the amount of SEV dollars per each officer (the City ranks 7th out of the 15 communities). The need to appropriately utilize available manpower as contended by the City dictates that rigid, inflexible work schedules which result in less than optimum manpower utilization be rejected.

Under Section 9(d), the Panel is to consider the comparable communities. Of the 14 comparable communities, only two are currently on a 4/40 schedule (Pontiac and Troy). Every other Department has the 5/2 schedule. Thus, the vast majority of Departments work on the traditional 5-day-a-week system (C.Ex. 159, 160, 191). The collective bargaining agreements in many of the comparables expressly recognize management's right to decide the schedules of work: Bloomfield Township, C.Ex. 133, Article II; Farmington Hills, C.Ex. 135, Article III, Section D; Waterford Township, C.Ex. 146, Article IV, Section 13; West Bloomfield, C.Ex. 147, Article II, Section 2.1. (i) and (j); Royal Oak, C.Ex. 143, Section 15.2; Livonia, C.Ex. 149, Article III, Section 3.2; Redford Township, C.Ex. 151, Article IV,

Section 4.6; Sterling Heights, C.Ex. 152, Article XL, Section 40.1 (j) and (k). Thus, an overwhelming majority of the comparables currently employ a 5/2 work schedule.

With respect to other City employees, C.Ex. 161 demonstrates that none of the other employee groups in Southfield are subject to contractual restrictions which require a 4-day work week. Moreover, the City has the unrestricted right to decide the schedules of work: Police Command contract, C.Ex. 153, Article XLVII, Section 47.2; Fire Fighters contract, C.Ex. 154, Article VII, Section 7.1; PST contract, C.Ex. 155, Article VII, Section 7.1; AFSCME contract, C.Ex. 156, Article V, Section 2.A. and 4.A. The remaining City employees represented by MAPE and those covered by the ACS, the Administrative Civil Service, and the exempt employees are not covered by collective bargaining agreements but operate on a 5/2 work schedule.

With respect to overall compensation, as set forth in Section 9(f) of the statute, the record shows that the bargaining unit members are in a very favorable position compared with those employed in the comparable jurisdictions, as well as other City employees. The City's contention that the taxpayers have a right to expect to get the most for their money, is well taken.

With respect to Section 9(k), the Arbitration Panel is to consider other relevant factors. We have noted these as set forth above. We here note that what the City seeks through its proposal is merely the request to schedule available personnel on a system which is virtually universal amongst the comparable communities, as well as other City employee groups.

It is most significant that another police department, Ann Arbor, had virtually the identical experience and reached the same conclusions as Southfield. After several years of working under the 4/40 system, the department decided that a change was necessary and the request was made to give management the right to change the number of days and hours an employee would be assigned upon reasonable advance notice. This proposal was steadfastly resisted by the union, so the issue was taken to Act 312 Arbitration. After considering all the evidence and arguments presented by the parties, the Panel Chairman found (1) that the 4/40 schedule is not in wide use in comparable Michigan police departments, or more broadly in police administration in the United States; (2) that the schedule contributes to a loss of continuity of awareness and contact with police department affairs; and (3) that a 5-day-per-week schedule is measurably more beneficial than a 4-day schedule in terms of effective work as a police officer. He further concluded as follows:

"[T]he evidence does not persuade me to agree with the Association's assertion that a ten hour work day provides more and better coverage than an eight hour work day."
(C.Ex. 192)

Based upon these findings, Arbitrator Alexander recommended language which would clearly prescribe management's right to schedule the hours per day and days per week that work shall be performed. The City's last offer in the instant case is taken almost verbatim from the Ann Arbor award.

A majority of the Panel feels that the right to determine work schedules is properly a prerogative of management and that the City's offer, which requires a 4-month written notice to be given before a new schedule may be implemented, adequately addresses the concerns of the Union.

The Union's Last Offer of Settlement on this issue would continue the current 4/40 system and require the City to maintain the system absent mutual agreement of the Labor Organization. The many operational problems set forth in this record, none of which were seriously disputed by the Labor Organization, and the Union's failure to offer any evidence to suggest that these operational problems could be rectified under any 4/40 system, dictates that this Arbitration Panel, bound to make its decision based on the competent, material and substantial evidence relating to the applicable §9 factors (City of Detroit, 294 NW2d at 96) must adopt in our Award the last offer of the City.

For the foregoing reasons, the Panel adopts and awards the City's last offer which is attached hereto.

**CITY ISSUE #2
(NEW HIRES TO BE POLICE ACADEMY GRADUATES)
(Economic)**

The City's last offer would give the City Administrator the authority to require applicants, as a condition of employment, to be a graduate of an accredited police academy and certified as a police officer (C.Ex. 201). The Union contends that this

is not a proper subject for arbitration and its last offer would make no change in the present condition of employment.

While a majority of the Panel rejects the Union's contention that this matter is not properly before the Arbitration Panel, a majority of the Arbitration Panel has determined that the Union's final offer should be adopted. While the City points to the costs of training new officers as a basis for proposing a requirement that individuals be academy trained and certified prior to hire, the City failed to provide persuasive evidence that the status quo should be changed. The comparables do not support the City's position. Until the City is able to make a stronger showing of the need for such a requirement, the Arbitration Panel feels that the status quo should be maintained. The majority of the Arbitration Panel has concluded that the last offer of the Union should be adopted. The Arbitration Panel awards and adopts the Union's last offer on this issue which is attached hereto.

CITY ISSUE #3
(PAYOFF PROVISIONS FOR SICK LEAVE BANKS)
(Economic)

The City's last offer would limit the payout of accumulated sick leave upon death or retirement to "the hours in excess of 300 up to a maximum of 1,200 hours." (New language underlined.) The Union's last offer would retain the current contract language.

The record shows that by past agreement of the parties, members who are retiring from the Department may, in lieu of

the full payment for accumulated sick leave credit, receive a lower payment and receive a specified benefit for health insurance during retirement. The specific provisions of that benefit are not at issue here. The City's proposal would apparently require the employee to have a minimum amount of sick leave time to "cash in" to be eligible for the benefit. While the Arbitration Panel does not necessarily disagree with the City's position that the health insurance is a very valuable benefit and members of the unit should be in a position to provide a contribution through a lower sick leave payout than otherwise would be received, the difficulty with the City's position is that, in fact, the record shows that all individuals who have retired have had at, or very near, the maximum accumulation, i.e., 1,200 hours. For this reason, the City's proposal would appear to be premature, in that, no specific problem has appeared with respect to the individual retiree's sick leave accumulations. The City's proposal would more appropriately be presented at such time as it could point to a genuine problem in this area. For the foregoing reasons, the majority of the Arbitration Panel has concluded that the Union's last offer should be adopted. A majority of the Arbitration Panel awards and adopts the Union's final offer which is attached hereto.

CITY ISSUE #4
(PURLOUGH AND LEAVE ACCUMULATION)
(Economic)

The City's last offer would require Police Officers to comply with the accumulation cap on vacation time set forth in the current agreement. Officers would have until June 30, 1986, to reduce any excess vacation leave to the allowable maximum, and there would be a reduced cap for less senior Officers to reflect the lower amount of vacation time they can earn annually. The Union's last offer would retain the current contract language, which contains a 400-hour accumulation cap on vacation time.

The thrust of the City's proposal is to place the burden on the employee to schedule accumulated vacation credits. In the event the employee fails to so schedule the time off, the employee would forfeit the vacation time. Under the current vacation system, the City may require the employee to take off work for all hours in excess of the applicable maximum accumulation. While the Arbitration Panel does not underestimate the administrative difficulties with the current system, the sticking point for a majority of the Arbitration Panel is that the employer may, under the current contract provision, demand that the employee use all vacation credits in excess of the maximum accumulation. The employer may schedule the employee off work for all hours in excess of the permissible maximum accumulation in the event the employee does not schedule his own vacation. Given the fact that the employer has currently in place a mecha-

nism to insure that all vacation time in excess of the maximum permissible accumulation is taken by the employee, a majority of the Arbitration Panel agrees that the additional step proposed by the City is unnecessary. For the foregoing reasons, a majority of the Arbitration Panel has determined that the Union's last offer should be adopted. The Union's last offer is awarded and adopted by the Arbitration Panel and is attached hereto.

CITY ISSUE #5
(MAINTENANCE OF CONDITIONS)
(Economic)

The City's last offer would retain a "maintenance of conditions" clause in the collective bargaining agreement, but make it clear that the clause is subordinate to the other provisions of the agreement. The Union's last offer would retain the current contract language so that, in the Union's interpretation at least, the maintenance of conditions clause (Article XIII, Section 13.1) would supersede and effectively negate the powers given to the City in the management responsibility provision (Article VII).

The record shows that many of the comparable communities do not have a so-called maintenance of conditions clause, at all (Bloomfield Township, Royal Oak, Sterling Heights, Troy and Warren), two other communities (Farmington Hills and West Bloomfield) have contract provisions entitled "Maintenance of Conditions", however, those provisions are not as broad as the current provision contained in the City of Southfield contract,

in that, those provisions specify that the employer would maintain the terms and conditions of employment as specified in the agreement. A majority of other City bargaining units and groups do not have a so-called maintenance of conditions clause. The City's proposal is not to delete the maintenance of conditions clause entirely, but rather to make clear that the provision is subject to the other terms and conditions of the collective bargaining agreement, including the management responsibility provision. In support of its position, the City points to the disputes that have arisen over past years with respect to the application of the clause and the fact that at least one arbitrator had difficulty interpreting the intent of the parties comparing the management responsibility provision and the maintenance of conditions clause. In addition, the Department has experienced Union claims that various management acts constituted violations of the "maintenance of conditions clause". The record is clear that the current provision has caused a number of disputes and arguments with respect to the correct interpretation and application of the maintenance of conditions clause. The City points out that, unless the provision is modified to correct the situation, continued disputes and arguments over the correct application of the provision may be expected. Based upon the interests and welfare of the community, the comparable communities and other bargaining units, as well as the unit members' favorable position with respect to the Consumers Price Index and overall compensation, a majority of the Arbitration Panel has determined

that the City's final offer should be adopted. The City's final offer is awarded and adopted by the Arbitration Panel and is attached hereto.

**CITY ISSUE #6
(LONGEVITY)
(Economic)**

The City's last offer would change the basis for longevity payments from a formula based upon specified percentages of base pay to a schedule with flat dollar amounts effective December, 1985. The Union's last offer would retain the current percentage formula for longevity payments set forth in Article XVIII, Section 18.1.

The thrust of the City's proposal is to change the method for calculation of the so-called longevity payments. Currently the payments are made on a percentage basis. A review of the record shows that a majority of the comparables currently pay longevity payments on a percentage basis. In addition, the existing City bargaining units and employee groups receive payments on that basis with the exception of the PST, ACS and Exempt groups, which currently receive flat dollar amounts. While the Arbitration Panel does not disagree with the fact that the longevity payments are a costly benefit and necessarily increase in cost every time the salary of the bargaining unit members are adjusted upward, a majority of the Arbitration Panel finds that there is, at this time, insufficient justification for changing the longevity formula. Based upon the applicable

Section 9 factors, a majority of the Arbitration Panel finds that the Union's last offer should be adopted. The Union's last offer is awarded and adopted by the Arbitration Panel and is attached hereto.

CITY ISSUE #7
(HOSPITALIZATION INSURANCE -- EMPLOYEES)
(Economic)

CITY ISSUE #8
(HOSPITALIZATION INSURANCE -- RETIREES)
(Economic)

Due to the similar nature of the proposals, City Issues #7 and #8 (dealing with proposed employee/retiree contributions for increased costs in health insurance) will be treated together.

The City's last offer on City Issue #7 would add language to Article XXIV (Hospitalization Insurance) providing that future cost increases, if any, in hospitalization insurance for employees would be paid 70% by the City and 30% by the employee. The proposed language sets forth the formula to be applied and states that the Union will be provided with relevant information necessary to analyze the implementation of the cost-sharing provision. The proposal further provides that if the health insurance carrier's illustrative rates decline below those in effect in December, 1984, the employee will not be responsible for any contribution. The Union's last offer on City Issue #7 would retain the current contract language, i.e., the City would be responsible for the entire cost of hospitalization insurance without regard to any future increases.

* * * * *

The City's last offer on City Issue #8 would implement the changes proposed above for retirees who elect to receive hospitalization insurance coverage. Retiree contributions for any increases in the cost of hospitalization insurance would be made by monthly check payable to the City of Southfield. The Union's last offer on City Issue #8 would retain the current language on hospitalization insurance for retirees.

The thrust of the City's proposal is to have the employee/retiree assist in the payment for the increased costs of providing health insurance. While the Arbitration Panel notes the fact that health insurance costs have become of increasing concern to employers generally, and many employers in both the public and private sectors have taken steps to have employees either contribute to the increased costs or receive a restructured health insurance program, the majority of the Panel does not find that the City has sufficiently justified its position at this time. The Arbitration Panel notes that most comparables do not require an employee contribution to the increased costs in health insurance. While restructured health insurance packages have been, and undoubtedly will be, negotiated by parties, the City's offer does not deal with a restructured health insurance package -- it deals with an employee's cash contribution to the increased costs of the existing package. A majority of the Panel feels that the record does not support a finding that the costs of health insurance have actually increased, or increased sufficiently to necessitate the adoption of the City's final

offer. While the City's concern is well taken, a majority of the Arbitration Panel believes that the status quo with respect to the employer paying for the costs of the health insurance package should be maintained at this time. A majority of the Arbitration Panel finds the Union's offers should be adopted. The Arbitration Panel awards and adopts the Union's last offers which is attached hereto.

**CITY ISSUE #9
(EDUCATION PAY)
(Economic)**

The City's last offer would continue payments under the Public Safety Educational Pay Program in the amounts the participating employees are receiving as of January 1, 1986. However, employees would not receive any increased payments in the future, and employees who are not receiving any payments as of January 1, 1986, would not be eligible for future participation in the program. The Union's last final offer would retain the current language of Article XXX, Section 30.1.

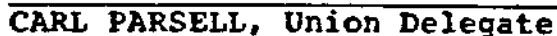
The current education pay program finds support in the comparables, as well as the other City bargaining units. While the type of education pay programs vary in design and in payments, the record is clear that the existing program is not unduly burdensome on the City. Based upon the record, a majority of the Arbitration Panel finds that it should adopt the Union's last offer on this issue. The Union's last offer is awarded and adopted by the Arbitration Panel which is attached hereto.

EFFECTIVE DATE AND IMPLEMENTATION OF THE AWARD

This Arbitration Opinion was prepared by the Arbitration Panel Chairman based upon the suggestions and proposed drafts of the respective parties. Each Panel Delegate indicated in the Awards signed by the Arbitration Panel those areas in which the respective Panel Delegate dissented from the decision of a majority of the Arbitration Panel. By agreement of the parties, the Awards on each issue were signed by the Arbitration Panel on or about January 16, 1986, with this Opinion to be prepared based upon the suggestions and proposed drafts of the respective parties. Unless a different effective date is specifically designated in the signed Awards, all of the Arbitration Panel's Awards shall be effective as of the date of the signing of the Awards.


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

Dated:

Feb. 7th, 1986

TABLE 1
(Page 1 of 3)

	AREA 1	RANK	POPULATION	RANK	POPULATION	RANK	1982 SEV ⁴	RANK	1982 ⁵ PER CAPITA SEV	RANK
			1980 ²		1982 ³					
Wilmington Twp.	25.99	9	42,876	14	42,493	15	1,046,040,868	7	24,616.8	1
Wilmington	23.80	10	90,660	4	86,544	4	1,878,837,505	2	21,709.6	2
Wilmington Heights	12.10	13	67,706	9	64,702	10	647,881,700	13	10,013.3	13
Wilmington Hills	33.34	6	58,056	13	60,945	12	950,893,575	8	15,602.5	7
Wilmington	35.85	2	104,814	3	101,366	3	1,600,124,540	3	15,785.6	6
Wilmington	20.08	11	76,715	6	73,156	7	713,995,547	10	9,759.9	14
Wilmington Twp.	11.25	15	58,441	12	57,082	13	641,068,410	15	11,230.9	10
Wilmington	11.78	14	70,893	8	68,390	8	712,103,743	11	10,412.4	12
Wilmington Heights	36.70	1	108,999	2	108,482	2	1,374,486,051	5	12,670.2	9
Wilmington	33.53	5	67,102	10	67,031	9	1,349,119,843	6	20,126.8	3
Wilmington	34.40	4	161,134	1	156,131	1	2,065,720,233	1	13,230.7	8
Wilmington Twp.	35.19	3	64,250	11	63,304	11	706,384,365	12	11,158.6	11
Wilmington Twp.	31.24	7	41,962	15	43,129	14	831,138,027	9	19,271.0	4
Wilmington	19.80	12	84,603	5	81,533	5	647,262,900	14	7,938.7	15
Wilmington	27.83	8	75,568	7	73,311	6	1,386,316,968	4	18,910.1	5
EX. 17; Un.Ex. 16										
EX. 17; C.Ex. 56										
EX. C.Ex. 60, 61, 62; Un.Ex. 7										
EX. 60, 61, 62										
EX. 60, 61, 62										

EX. 17; Un.Ex. 16

EX. 17; C.Ex. 56

EX. C.Ex. 60, 61, 62; Un.Ex. 7

EX. 60, 61, 62

EX. 60, 61, 62

TABLE I
(Page 2 of 3)

	1984 ⁶ SEV	RANK	PER CAPITA ⁶ INCOME	RANK	HOUSING UNITS ⁷	RANK	MEDIAN HOME VALUE ⁸	RANK
Bloomfield	1,041,771,110	7	21,242	1	14,728	13	128,100	1
Dearborn	1,848,210,769	2	10,930	8	35,692	2	49,100	9
Dearborn Heights	599,766,730	15	10,532	9	23,499	10	46,800	11
Edgewater Hills	996,159,938	8	13,775	4	21,551	11	86,900	3
Livonia	1,542,329,480	3	11,085	6	33,012	4	64,100	7
Pontiac	707,642,500	10	6,799	15	27,745	8	25,600	15
River Road Twp.	615,585,840	13	10,135	10	20,309	12	44,100	14
Royal Oak	700,819,700	12	11,052	7	28,785	7	44,900	13
Sterling Heights	1,346,411,300	6	9,792	11	34,517	3	65,800	6
Troy	1,412,137,050	4	12,742	5	12,750	15	83,500	4
Warren	2,126,036,175	1	9,690	13	54,532	1	47,200	10
Waterford Twp.	702,175,500	11	9,724	12	23,800	9	49,500	8
West Bloomfield	842,487,425	9	16,501	2	13,632	14	108,300	2
Westland	609,459,810	14	9,231	14	29,963	6	45,300	12
Southfield	1,393,241,900	5	13,864	3	31,289	5	66,300	5

C.Ex. 16, 17; Un.Ex. 9

C.Ex. 19, 20; Un.Ex. 10, 23

Un.Ex. 23, 24; Un.Ex. 21

TABLE I
(Page 3 of 3)

	TOTAL ⁹		ARRESTS ¹⁰		CITIZENS ¹¹		SEV ¹²	
	WORK FORCE	RANK	PER OFFICER	RANK	PER OFFICER	RANK	PER OFFICER	RANK
Bloomfield	66	13	6.93	15	828	5	15,784,411	2
Dearborn	197	2	10.82	12	546	2	9,381,781	8
Dearborn Heights	91	8	23.99	3	1,148	11	6,590,843	14
Farmington Hills	75	11	15.73	7	1,075	9	13,282,133	4
Livonia	146	5	12.15	11	998	8	10,563,901	6
Montclair	179	3	16.50	5	544	1	3,953,310	15
Redford Twp.	69	12	9.43	13	1,270	12	8,921,534	10
Royal Oak	80	10	9.38	14	1,090	10	8,760,246	11
Sterling Heights	160	4	12.80	10	939	7	8,415,071	12
Troy	105	7	16.10	6	895	6	13,448,924	3
Warren	234	1	20.13	4	826	4	9,085,625	9
Waterford Twp.	60	14	24.77	2	1,477	14	11,702,925	5
West Bloomfield Twp.	36	15	14.12	9	1,689	15	23,402,428	1
Westland	90	9	46.56	1	1,365	13	6,771,776	13
Southfield	144	6	15.04	8	727	3	9,675,291	7
⁹ C.Ex. 31, 52								
¹⁰ C.Ex. 29, 30, 51								
¹¹ C.Ex. 46, 47, 56								
¹² C.Exs. 32, 33, 52								

TABLE 11

OVERALL COMPENSATION

	6/30/84 ¹	RANK
Bloomfield	34,610	6
Dearborn	30,297	15
Dearborn Heights	33,235	10
Farmington Hills	33,685	9
Livonia	33,011	11
Pontiac	34,794	5
Redford Twp.	32,328	13
Royal Oak	34,852	4
Sterling Heights	37,440	1
Troy	37,173	2
Warren	34,585	7
Waterford Twp.	33,914	8
West Bloomfield Twp.	32,973	12
Westland	<u>32,167</u>	<u>14</u>
Average	33,933	
Southfield	36,839	3

¹C.Exs. 78a, 118

TABLE III

	SALARY ¹ 7/1/84	RANK	SALARY ² 7/1/85	RANK
Bloomfield	28,413	4	29,265	5
Dearborn	---	--	---	--
Dearborn Heights	25,654	13	26,680	10
Farmington Hills	28,198	6	---	--
Livonia	26,125	11	27,310	9
Pontiac	27,860	8	29,425	4
Redford Twp.	25,350	14	---	--
Royal Oak	28,070	7	29,474	3
Sterling Heights	30,709	1	---	--
Troy	29,724	2	30,467	2
Warren	28,291	5	29,140	6
Waterford	26,075	12	28,019	8
West Bloomfield Twp.	26,910	9	28,188	7
Westland	26,869	10	---	--
Average	27,557		28,663	
Southfield (City Offers)	29,030	3	30,480	1
(Union Offers)	30,046		31,849	

¹C.Exs. 89, 90, 93, 125; Un.Exs. 34, 35.

²C.Exs. 125, 126; Un.Exs. 34, 35.

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Wages: (1st year) The Union Offer is adopted. The wage rates, effective July 1, 1984, shall be as follows:

EFFECTIVE JULY 1, 1984 - JUNE 30, 1985

<u>Position</u>	<u>Start</u>	<u>6 MO</u>	<u>12 MO</u>	<u>18 MO</u>	<u>24 MO</u>	<u>30 MO</u>
Police Officer	20,783	21,642	23,588	25,135	29,208	30,046
Specialist	30,936	32,007	33,053			

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Wages: (2nd year) The City Offer is adopted. The wage rates, effective July 1, 1985, shall be as follows:

EFFECTIVE JULY 1, 1985 - JUNE 30, 1986

<u>Position</u>	<u>Start</u>	<u>6 MO</u>	<u>12 MO</u>	<u>18 MO</u>	<u>24 MO</u>	<u>30 MO</u>
Police Officer	21,085	21,955	23,930	25,500	29,630	30,480
Specialist	31,385	32,470	33,530			

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Pension - 25 Years of Service and Out:

The City offer is adopted. The current contract language (Article XXXI - Retirement, Section 31.1 which provides retirement eligibility at age 50 with 25 years of service) is retained, i.e., no change.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate



ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Pension - Annuity Withdrawal Option:

The City Offer is adopted. The following new Section shall be added to Article XXXI - Retirement:

Section ____: Effective July 1, 1985, employees in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

- A. Definition: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest credited under the pension plan) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
- B. A member wishing to elect this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of his retirement.
- C. The Pension Board shall refund the member's contribution as set forth in A. above within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board; however, under no circumstances can it be increased.
- D. The parties agree that the interest rate used to determine the reduction in retirement allowance as provided in A. above shall be based upon the interest rate for an immediate annuity published monthly by the Pension Benefit Guaranty Corporation (PBGC). The most current index prior to the member's retirement date shall be used. This option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTFIELD
and
SOUTFIELD POLICE OFFICERS ASSOCIATION

Pension - Employer to pay 100% of Retirement Program:

The City offer is adopted. The current contract language (Article XXXI - Retirement, Section 31.1 which provides for an employee contribution of five (5%) percent earnings base for retirement purposes) is retained, i.e., no change.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION


Pension - Survivorship Option - Automatic Assumption:

The Union offer is adopted. The following Section will be added to the contract:

Section__: Effective the date of the award, should an employee be granted a disability pension and while that employee is so retired should die prior to reaching normal retirement, it will be an automatic assumption that had that person lived, the survivorship option would have been chosen, the intent being to ensure that the surviving spouse will receive a pension.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Shift Premium: The Union offer is adopted. The following new Section will be added to the contract:

Section___: All employees who work the afternoon or midnight shift as defined herein shall be paid a shift premium for all hours worked as follows:

\$.25 per hour for all hours worked on the afternoon shift;

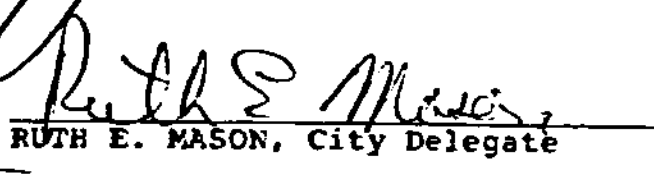
\$.35 per hour for all hours worked on the midnight shift.

If present starting times continue, afternoons shall be defined as starting after 12:30 p.m. and midnights shall be defined as starting after 10:30 p.m. and before 6:00 a.m.

If present starting times are changed, afternoons shall be defined as applying to those employees who start their regular shift or work for a majority of their scheduled hours after 12:00 p.m. and midnights shall be defined as applying to those employees who start their regular shift or work for a majority of their scheduled hours after 10:00 p.m. and before 6:00 a.m.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman

Dissenting 
RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

STATE OF MICHIGAN
LABOR RELATIONS COMMISSION
DETROIT OFFICE

MAY - 9 AM 9:20

RECEIVED

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Equalization of Scheduled Overtime: The City offer, as modified, is adopted on this non-economic issue. The following new Section will be added to Article XIX - Overtime:

19.3: To the extent that it is feasible and practicable, the Department will attempt to equalize overtime only for scheduled overtime assignments for the patrol division. This provision shall not apply to specialized assignments as determined by the Chief or details or other overtime assignments. Scheduled overtime assignments will be posted ten days in advance only if the exact date and number of officers needed is known. All members of the bargaining unit may bid on the overtime assignment. Preference will be given to those bidders with the lowest number of scheduled overtime hours. If two or more bidders have the same amount of such overtime hours, preference will be given to the more senior employees. It is understood that management has the sole and exclusive right to determine the availability of overtime assignments and the number of officers needed. Management has no monetary liability for unworked hours and all disputes as to overtime assignments are to be brought to the Chief's attention within 72 hours of the assignment. Remedy limited to offering next available overtime assignment. Continuous violation of this provision is subject to grievance procedure.

This provision does not apply to court time, call in, hold over, unscheduled overtime, any detail or specialized assignment, it being understood that such hours are not subject to this equalization provision. This provision applies to overtime scheduled in advance for the patrol division.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
AND
SOUTHFIELD POLICE OFFICERS ASSOCIATION


Shift Preference and Leave Days by Seniority: The current contract language in Article XIV - Miscellaneous, Section 14.9 and 14.12 is amended to read as follows:

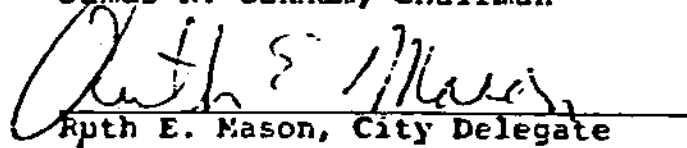
14.9 Shift Transfers within Divisions. A transfer of shifts, if any, shall take place semi-annually on November 1 and May 1. An employee desiring a transfer of shifts shall file a request thirty (30) calendar days prior to November 1 or May 1. The most senior employee shall be given preference unless the department determines such preference will be detrimental to the needs of the department.


14.12 Shift Preference - Patrol Division. Employees in the Patrol Division with two or more years seniority shall have the right to select shift preference and leave days by department seniority subject to maintaining a satisfactory performance level. Leave day preferences shall be stated and determined based upon seniority immediately after shift determination on the same semi-annual basis as shift selections (November 1 and May 1). The provisions of this subsection shall not apply to employees with less than two years seniority who may be scheduled as additions to the scheduled positions.

Dated:

January 24, 1986


James N. Canham, Chairman


Ruth E. Mason, City Delegate


Carl Parsell, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Call-In and Court-Time: The Union offer is adopted. The contract provision will provide as follows:

Court Time. There shall be a minimum guarantee of three (3) hours pay at time-and-a-half rate when an employee is required to attend Court, except when on duty or within two (2) hours of a duty shift. Employees subpoenaed by third party in legal proceedings, other than State or Federal agency proceedings in cases brought by the Association or any police officer or civil service hearings, which arose out of the performance of the employee's official police duties shall be paid their normal compensation for the time spent, less any fees and expenses received from any other source. Officers who are required to report to the Circuit Court may, at their option, report to the Department headquarters, change into uniform, proceed from the Department headquarters to the Court and return to the Department headquarters after completing the Court assignment. If the officer elects this option, he shall be paid one (1) hour of time-and-one-half in addition to the time spent in Court. If a Department vehicle is available, he may use such vehicle from the Department Headquarters to Court and back. If no vehicle is available, the officer shall use his private vehicle but he will not be paid any mileage allowance. If the officer chooses to proceed from his home to the Circuit Court and back without coming to the Department Headquarters, he shall not be entitled to any compensation other than pay for the time spent in Court as provided in other sections of this Agreement.

Call-In. Employees called in after the end of their regular shift and prior to their next regular starting time shall be guaranteed a minimum of three (3) hours work or pay at time-and-one-half (1-1/2) their regular hourly rate, or until the start of their normal shift, whichever comes first. Any employee called in four (4) hours or less prior to his or her regular starting time, shall not be relieved prior to the end of his or her normal shift to avoid payment of overtime.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

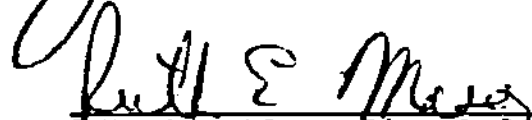
ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Subcontracting: The City offer is adopted. The current contract provision is retained, i.e., no change.

Dated: January 16, 1986



JAMES N. CANHAM, Chairman



RUTH E. MASON, City Delegate



CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Work Schedules: The City offer is adopted. The following new Section will be added to Article XIV - Miscellaneous:

Section___: The regular work day may consist of ten (10) hours, or eight (8) hours for employees assigned to the patrol division: provided, however, that before changing from one to the other the Employer shall announce in writing four months in advance of the change, the specific bids (tours of duty) to be changed. The regular work day shall consist of eight (8) hours per day for employees assigned to the investigation section, staff services, court services, traffic and special or posted assignments. The regular work week shall be forty (40) hours per week. However, this shall not preclude the Employer from reducing its work force in accordance with Section 7.1 of Article VII.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

All New Hires to be a Graduate from an Accredited Police Academy:
The Union offer is adopted, i.e., no change.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman

Dissenting 
RUTH E. MASON, City Delegate

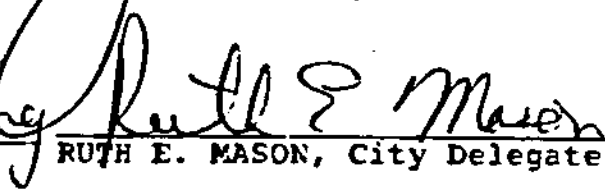

CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Payoff Provisions for Sick Leave Banks: The Union offer is adopted, i.e., no change.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman

Dissenting 
RUTH E. MASON, City Delegate



CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Purlough and Leave: The Union offer is adopted, i.e., no change.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman

Resenting 
RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

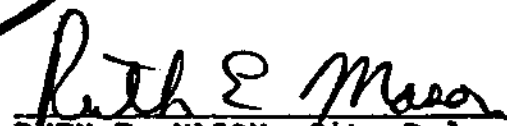
Maintenance of Conditions: The City offer is adopted.
Article XIII - Maintenance of Conditions, will provide as follows:

ARTICLE XIII
MAINTENANCE OF CONDITIONS

13.1: Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as stipulated herein, be maintained during the term of this Agreement. Notwithstanding this or any other provision of this Agreement, this provision is subordinate to the terms and conditions set forth in the Agreement, it being understood that this provision shall not supersede or negate any other provision of this Agreement.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman

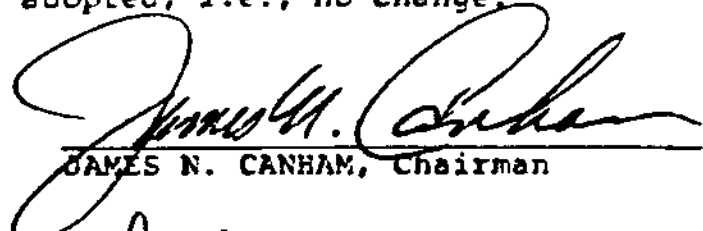

RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

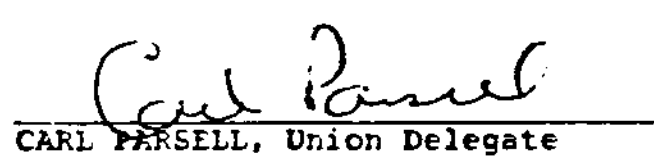
ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Longevity: The Union offer is adopted, i.e., no change.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman

Dissenting 
RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Hospitalization Insurance - Contribution by Employee: The Union offer is adopted, i.e., no change.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate



CARL PARSELL, Union Delegate

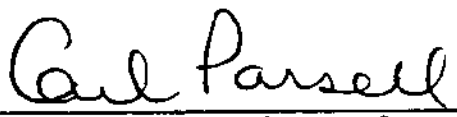
ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Hospitalization Insurance - Contribution by Retiree: The Union offer is adopted, i.e., no change.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate



CARL PARSELL, Union Delegate


ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Education Pay Program: The Union offer is adopted, i.e., no change.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate

ACT 312 AWARD
CITY OF SOUTHFIELD
and
SOUTHFIELD POLICE OFFICERS ASSOCIATION

Education Pay Program: The Union offer is adopted, i.e., no change.

Dated: January 16, 1986


JAMES N. CANHAM, Chairman


RUTH E. MASON, City Delegate


CARL PARSELL, Union Delegate