

7/27/81 ARB

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION

IN THE MATTER OF STATUTORY ARBITRATION BETWEEN

CITY OF EAST DETROIT

-and-

EAST DETROIT POLICE SUPERVISORS ASSOCIATION (UNION)

CASE NO.: D 80 C-1654

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ARBITRATION PANEL

<u>Daniel H. Kruger</u>	Chairperson	1981
J. Scott Miller	Delegate, City	
Brian M. Kozlowski	Delegate, Union	

APPEARANCES

For the City

Ronald M. Dowell	Research Analyst
Silvio Marcozzi	Finance Director
Robert J. Hribar	Attorney

For the Association

Larry F. Hitchcock	Member, Negotiating Team
Kenneth L. Kinney	Member, Negotiating Team
John A. Lyons	Attorney

Hearings Reporters

Joan E. Schoof
Raymond J. Marcoux

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CASE HISTORY

The Michigan Employment Relations Commission appointed the Chairperson, Act 312 Panel on December 15, 1980. A pre-hearing conference was held on January 13, 1981 to identify the issues in impasse. After this pre-hearing, the Chairperson urged the parties to return to the bargaining table in an effort to settle the issues through collective bargaining. The parties did return to the table but without success. On March 3, 1981, another meeting was held in East Detroit to assess the situation and to identify comparable cities to be used in the presentations. Hearings were held on April 7, April 10, May 6, and May 26, 1981, in East Detroit. The Panel met in executive session on July 21, 1981.

The parties submitted their last best offer to the Panel and they were received by the Chairperson on June 19, 1981.

The issues to be decided by the Act 312 Panel are:

1. Terminal pay
2. Pension
3. Shift premium
4. Clothing and cleaning allowance
5. Salary
6. Mandatory positions

Also included in the Award are those items which the parties have agreed to. The parties have agreed that the issues considered by the Panel and the items negotiated are retroactive to July 1, 1980.

DISCUSSION OF ISSUES IN IMPASSE

ISSUE: TERMINAL PAY

CURRENT CONTRACT LANGUAGE: Article V, Section (g)

"Sick leave terminal pay shall be paid on the basis of "years of service," times 2.5%, times the number of accrued sick days, at date of retirement or death, up to (225). However, the formula is to be figured on a maximum of 225 days. In addition, employees terminating employment in good standing with ten (10) years or more of service, shall receive terminal pay paid on the basis of "years of service," times 2.5%, times number of accrued sick days. Total accumulation of sick days is unlimited, however, payment will be made on a maximum of 225 days."

Joint Exhibit #1, pp. 2.

CITY'S LAST BEST OFFER

To maintain the current language in Article V, Section (g).

ASSOCIATION'S LAST BEST OFFER:

In the event of an employee's retirement, death, or terminating employment in good standing with ten (10) or more years of service, the employee shall be paid at the then current day shift rate for accumulated sick time hours up to a maximum of 220 days in the contract year 1980/81 and 240 days in the contract year 1981/82.

RATIONALE FOR POSITION OF THE PARTIES

The City seeks to retain the existing language. It called attention to the fact that the sick leave terminal pay affects Police Supervisors more than Police Officers. Once a police officer becomes a command officer, there is a tendency for the officer to remain with the City until retirement.

The City maintained that the cost difference of its proposal and the Association's proposal is significant.

In a letter from Sil Marcozzi, Director of Finance, dated April 20, 1981, to the Chairperson, he estimated the costs of payout examples under the two proposals as follows:

D. Terminal Pay

The cost can be only shown by possible payout examples:

Example No. 1 - Sergeant daily rate of pay \$99.50
(6% City offer)

City Position

10 years service x 2.5% x 100 days x \$99.50 = \$2,487.50

Union Position

100% Payout = 100 days x 99.50 = \$9,950.00

Example No. 2 - Lieutenant daily rate of pay \$108.45
(6% City offer)

City Position

10 years service x 2.5% x 100 days x \$108.45 = \$2,711.25

Union Position

100% Payout = 100 days x \$108.45 = \$10,845.00

Example No. 3 - Sergeant daily rate of pay \$99.50
(6% City offer)

City Position

25 years service x 2.5% x 200 days x \$99.50 = \$12,437.50

Union Position

100% Payout = 200 days x \$99.50 = \$19,900.00

Example No. 4 - Lieutenant daily reate of pay \$108.45
(6% City Offier)

City Position

25 years service x 2.5% x 200 days x \$108.45 = \$13,556.25

Union Position

100% Payout = 200 days x \$108.45 = \$21,690.00

The City further noted that all the bargaining units with the exception of the Police Officers have the same terminal pay provision (City Exhibit #7). The City also called attention to the terminal pay provision in comparable and contiguous jurisdictions (City Exhibits #34, #35, #36, and #37). The contiguous and comparable cities pay out an average of 104 days as compared to the East Detroit payout of 168 days.

The Association's position is based primarily on the Police Officer contract for 1981-82, in which the police officers have a payout of 100% (Joint Exhibit #2, p. 2). The Association is seeking parity with the Police Officers on this issue. In addition, it noted some of the comparables had 100 percent payout (see City Exhibits #35, #36, and #37).

AWARD

The Panel accepts the City's last best offer on Terminal Pay. The Panel took special note of the costs of the Association's proposal.

It is ironic that a fringe benefit initially developed to provide continuity of income to public employees while ill or sick now becomes a benefit to be sold back to the Employer.

The Association's primary argument for 100 percent payout is that the police officers have it. Many of the police officers, however, become command officers and the payout provisions of the police officers' agreement do not apply once they are promoted. Thus, the Supervisors' Association Agreement applies, in many instances, at time of retirement.

VOTE

For: *Ringer, Miller*

Against: *Rozlowski*

ISSUE: PENSION

CURRENT CONTRACT LANGUAGE: None (Separate Agreement)

CURRENT PROGRAM

1. Voluntary retirement at age 55 with 10 years of service.
2. Benefit formula (to age 62) - years of service x 2.25% x final average compensation.
3. Benefit formula (after age 62) - years of service x 1.80% x final average compensation
4. Final average compensation - average of highest 5 years
5. Total benefits not to exceed 65%
6. Employee contribution - 6%
7. City compensation - 16.5%
8. Vested pension after 10 years
9. Minimum duty related disability - 18% of final average comepnstation

CITY'S LAST BEST OFFER

Implement pension package identical to that agreed to by all City employees from January 1, 1980, to December 31, 1985.

1. Effective January 1, 1980 - voluntary retirement at age 52 with 30 years service
2. Effective July 1, 1983 - voluntary retirement at age 52 with 25 years of service
3. Effective July 1, 1982 - increase benefit formula factor at age 62 to 2.0%

4. The minimum compensation for full disability which is duly related will be 50% of the employees final average compensation, or the number of years x 2.25, whichever is greater. Final average compensation will be computed by averaging the employees best five (5) years out of the last ten (10) years of employment with the City of East Detroit.

It is further understood that if an employee who is a member of the East Detroit Police Supervisors Association is entitled to full disability pension which is duty related and is also entitled to disability benefits from Social Security, the City's obligation is to provide a minimum pension which is equal to the difference between the Social Security benefits received by the employee and fifty (50) percent of his final average compensation.

5. Employee contribution - 6.25% (effective July 1, 1983)
6. Employer contribution - 16.71%
7. Cost of living reopener for retirees - July 1, 1983

ASSOCIATION'S LAST BEST OFFER

The members of EDPSA shall be covered by the applicable pension plan adopted by the City of East Detroit in 1953 and any and all improvements, including those granted all other City employees as of January 1, 1980, with the following exceptions underlined:

1. In the event an employee is disabled, and such disability is determined to be related to his employment, the employee shall receive a minimum disability pension of fifty (50) percent of his final average compensation, or number of years of service times two point two five (2.25),

whichever is greater. Final average compensation shall be computed as defined elsewhere in the present pension plan. (Note: The Association seeks to have the final average compensation defined as the highest five years.)

2. In the event an employee is disabled, and such disability is determined to be related to his employment, and such employee is entitled to a duty related disability pension and is also entitled to disability benefits from Social Security, the City shall provide a minimum pension which is equal to the difference between the Social Security benefits received by the employee and fifty (50) percent of his final average compensation.

3. Each employee shall receive in a booklet form, without cost to the employee or the EDPSA, a complete copy of the pension program and any and all amendments, including those listed herein.

4. The EDPSA and the City agree that the aforementioned pension improvements shall be retroactive to July 1, 1980, and shall continue in full force and effect until June 30, 1985.

The above would make the definition of final average compensation compatible with the current pension plan language.

DISCUSSION

The parties are essentially in agreement. The City has offered the Association the same pension plan that all other bargaining units have, including the Police Officers. The Association is seeking some modifications which the City maintained are not warranted.

AWARD

The Panel accepts the City's last best offer. The pension plan will thus be identical for all police officers in the City.

The Panel takes note of the Association's proposal to have the City prepare a booklet describing the pension plan and to distribute it without cost to the employees. The Panel believes that it is good employer-employee relations for the Employer to fully inform the employees, not only of the pension benefit, but other benefits as well. Recognizing that the Panel can not direct the Employer to prepare and distribute such a booklet because it has accepted the City's last best offer, the Panel nonetheless does recommend that the City give serious consideration to such a possibility.

VOTE

For: Kruger, Miller

Against: Kozlowski

ISSUE: SHIFT PREMIUM

CURRENT CONTRACT LANGUAGE: Article XIV (d)

"(d) Shift pay shall be paid on the following formula:

3% afternoons, 8% midnights or a 3.67% for those supervisors who work all three (3) shifts.

1.5% for those supervisors who work two (2) shifts (days and afternoons)

3% for those supervisors who work straight afternoons.

The above payment shall be paid in a lump sum on or about June 1 of each contract year."

CITY'S LAST BEST OFFER

	<u>Afternoons</u>	<u>Midnights</u>
Corporal	\$0.46 per hour	\$0.92 per hour
Sergeant	0.50 per hour	1.00 per hour
Lieutenant	0.54 per hour	1.09 per hour
Based on 2080 hours maximum		

ASSOCIATION'S LAST BEST OFFER

Article XIV (d): The City shall pay each member of the EDPSA a shift premium for all hours worked, including vacation time taken or paid, based on the following schedule:

four (4%) percent for those employees that work afternoons

six (6%) percent for those employees that work the split shift

eight (8%) percent for those employees that work midnights

Shift premium shall be paid in the pay period earned.

RATIONALE FOR POSITION OF THE PARTIES

The City is seeking to change the shift premium from a percentage of base salary to cents per hour. The City is seeking this change because it maintained that the shift premium can be negotiated whenever circumstances dictate an increase. The City also contended that tying the shift premium as a percent of base salary increases the costs whenever the base salary is raised and it is an automatic increase in labor costs.

The City pointed out that its shift premium is higher than comparable and contiguous cities average (see City Exhibits C016, C-17, C-18, C-19, and C-20).

The City also called attention to the fact that the Union's demand for shift differential for all overtime hours represents a departure from the past and is extremely costly. The Association contended that its position represents a catch-up in that the patrolmen have had a better shift premium since 1979. The Association maintained that its last best offer is consistent with internal comparability. It also called attention to the fact that some comparable cities have a shift premium based on a percentage of base pay.

AWARD

The Panel cannot accept the Association's last best offer that the shift premium should apply to all hours worked, including vacation time. It is difficult for this Panel to understand why the City should pay a shift premium for vacation taken and paid. No reason was given for this provision by the Association. Of course, the end result is that the supervisors would receive more money for their vacation time, but this is hardly a persuasive argument.

The Panel can understand the desire of the City to put the payment of the shift premium on a cents-per-hour basis in that this benefit can be periodically negotiated when the situation warrants. The City's Exhibits (C-18 and C-19) are misleading in that they give the impression that no cities pay a percentage shift premium. Roseville, St. Clair Shores, Warren and Harper Woods pay on a percentage.

The Panel can understand the desire of the Association to have a percent shift premium because it is automatic. As the salary increases, so does the shift premium. Standing by itself, the Panel could accept the percentage shift premium, but when the Association sought to have the shift premium paid for all hours worked, including vacation time taken or paid, the Panel must reject it. Therefore, the Panel selects the City's position that the shift premium for 1980 (July 1, 1980 - June 30, 1981) will be:

	<u>Afternoons</u>	<u>Midnights</u>
Corporal	46¢ per hour	92¢ per hour
Sergeant	50¢ per hour	1.00 per hour
Lieutenant	54¢ per hour	1.09 per hour

VOTE

For: *Ringer, Miller*
Against: *Kozlowski*

ISSUE: CLOTHING AND CLEANING ALLOWANCE

CURRENT CONTRACT LANGUAGE: Article XIII, A & B

"\$300.00 annual clothing allowance
\$200.00 annual cleaning allowance
\$500.00 total annual clothing and cleaning allowance
Payments of \$250.00 are made semiannually"

CITY'S LAST BEST OFFER

First year - \$575.00 annual clothing and cleaning allowance
Second year - \$650.00 annual clothing and cleaning allowance
Payments of one-half the amount will be made semi-annually.

ASSOCIATION'S LAST BEST OFFER

First year - \$475.00 annual clothing allowance
 - \$250.00 annual cleaning allowance
 \$725.00 total clothing and cleaning allowance
Second year - \$525.00 annual clothing allowance
 - \$275.00 annual cleaning allowance
 \$800.00 total clothing and cleaning allowance
Payments of one-half the amount will be made semi-annually.

RATIONALE FOR POSITION OF THE PARTIES

The City, in its last best offer, increased the clothing and cleaning allowance by \$75.00. This is the same increase negotiated with the Patrol

Officers. The City also called attention to what comparable and contiguous public jurisdictions were providing in clothing and cleaning allowances. In comparable and contiguous cities, the average annual clothing and cleaning allowance ranges from \$150.00 to \$600.00, with the average being \$481.00.

The Association is seeking the same clothing and cleaning allowance as the Patrol Officers received in their 1980-82 Agreement, i.e., \$475.00 clothing allowance and \$250.00 cleaning allowance in the first year, and \$525.00 clothing allowance and \$275.00 cleaning allowance for the second year (see Joint Exhibit #2, Article XIV, p. 81). The Association contended that this is a catch-up and that both patrol and ~~command~~ officers should receive the same benefit.

AWARD

The Association is seeking an increase of 45 percent in the clothing and cleaning allowance in the first year from \$500 to \$725, and a \$75.00 increase in the second year from \$725 to \$800. The only argument advanced by the Association for its last best offer is that the Police Officers have this level of clothing and cleaning allowance and therefore supervisors should have the same level of benefit.

The City's last best offer represents an increase of \$75.00 over the previous year and another \$75.00 in the second year. This represents an increase of 15 percent in the first year and 13 percent in the second year.

The Panel accepts the City's last best offer. It is the same increase which the Police Officers received in their 1980-82 Agreement (Joint Exhibit #2). The Panel could not accept the Association's line of reasoning on this issue. One could make a persuasive argument that the clothing

allowance for Police Officers should be higher because their salaries are lower than Police Command Officers. In other words, the argument could be made that as salaries increase, the clothing and cleaning allowance should decrease.

VOTE

For: Kruger, Miller

Against: Kozlowski

ISSUE: SALARY

CURRENT CONTRACT LANGUAGE: Article XIV, Section a

"a. The following salary schedule shall become effective for each classification.

Classification as of July 1, 1978

Corporal-Detective	9% above Patrolman
Sergeant	9% above Corporal-Detective
Lieutenant	9% above Sergeant
Inspector	9% above Lieutenant

The Inspector's position shall be paid the above salary figure with the understanding that there shall be no shift pay. The Inspector may turn in holiday pay if he works a holiday."

CITY'S LAST BEST OFFER

(a) The following salary schedule shall become effective for each classification.

	<u>July 1, 1980</u>	<u>July 1, 1981</u>
Corporal	\$23,845	Negotiable
Sergeant	25,991	Negotiable
Lieutenant	28,330	Negotiable
Inspector	30,880	Negotiable

The Inspectors position shall be paid the above salary figure with the understanding that there shall be no shift pay. The Inspector may turn in Holiday Pay if he works a holiday.

ASSOCIATION'S LAST BEST OFFER

Article XIV (a) Classification as of July 1, 1980:

Corporal	5% above highest base salary of EDPOA upon promotion. 7% after six months in rank. 9% after one year in rank.
Sergeant	5% above full salary of corporal upon promotion. 7% after six months in rank. 9% after one year in rank.
Lieutenant	9% above full salary of sergeant.
Inspector	9% above full salary of lieutenant.

DISCUSSION

The City's last best offer represents a salary increase of 6.5 percent. The City and the Patrolmen had negotiated a 6.5 percent increase and the City has offered the same increase to the Association. The City's offer maintains the nine (9) percent difference between each rank. The City, however, wants the language changed so that it can negotiate directly with the Supervisors regarding salary. The language in the current Agreement mandates that once a patrolman's salary is set, the supervisors' salaries automatically go into effect. For example, the City and the Patrolmen have negotiated a salary of \$21,876 effective July 1, 1980 and the City's offer is based on that salary. The City no longer wants to be locked into the contractual language of Article XIV, Section (a). It seeks language that will permit it to negotiate on salaries with the Association on the merits as it does with other unions.

The City maintains that the salaries of the supervisors compare most favorably with police supervisors in comparable and contiguous cities. The City is also concerned with the increasing inequity between Police Supervisors' salaries and Fire Supervisors' salaries (see City Exhibits C-28A and B, C-29A and B, and C-30A and B).

The Association has proposed a modified plan based on Article XIV (a), and it contended that its pay plan would grant relief to the City in the initial stages of promotion. Under the Association's plan, a patrolman promoted to a corporal would receive initially \$22,970, as compared to \$23,845 under the City's proposal. A sergeant, when promoted from a corporal, would receive \$25,037 under the Association's proposal, as compared to \$25,991 under the City's offer.

The Association pointed out that the salaries for the Association have been based on percentages since 1972. The Association also noted that some of the comparables and contiguous cities pay supervisors on a percentage basis.

AWARD

The Panel accepts the Association's last best offer. The modified salary plan does grant relief to the City in the initial stages of promotion. The Panel can appreciate the desire of the City to bargain with its command officers on salaries on merit and not related to the patrolmen. However, a fair and equitable compensation system requires internal consistency as well as comparability with similar public jurisdictions. Pegging the compensation of command officers to the patrolmen's salary maintains a

consistent and equitable differential between the patrolmen and their superiors. The maintenance of the differential calls attention to the differences in skills and responsibilities between the grades of the command officers. A sound salary plan contributes to the morale of the organization and concomitantly helps the City to retain its police force. Turnover can be costly. Similarly, the police department is a paramilitary organization and as such, the salary plan should fairly reflect the command structure, i.e., the differences in the level of responsibilities and authority.

VOTE

For: Kruger, Kozlowski

Against: Miller

Note: The City's Delegate argued at the Executive Session that there was no discussion of the Association's last best offer during the hearings. The City's Delegate maintained that the Panel's Award under Act 312, Section 10 must be supported by competent materials and substantial evidence on the whole record. Since there is nothing in the record relative to the Association's last best offer, he contended that the Panel could not consider this offer.

The Chairperson maintained that the Association made its last best offer as directed by the Chair following the conclusion of the hearing. The Panel selected the Association's offer, not in a vacuum, but against the whole record developed during the hearings. The City made essentially two arguments: (1) it did not want to be locked in with the differentials contained in Article XIV, Section A; and (2) it was concerned about costs. The Association's proposal does

provide some relief from this article and there are some initial cost savings. More importantly, however, the Association's last best offer does open the door for a thorough review of the compensation plan for police officers.

At the executive session, the delegates discussed the need for careful analysis before implementing the Association's last best offer. The Association delegate stated that the supervisors did not want to delay receiving the salary increases until all the details had been worked out. Since there are no corporals currently in the bargaining unit and since there are no sergeants who would be affected by the new language in Article XIV (a), the salary adjustment can be implemented now and the City's delegate and the Association's delegate can work out the details relative to the implementation of the new language.

ISSUE: MANDATORY POSITIONS

CURRENT CONTRACT LANGUAGE: Article XV, Section (f)

"(f) In order to protect the present positions of the EDPSA members, the City agrees that said present positions, above the rank of Corporal-Detective, will not be eliminated. In consideration of said protection, the EDPSA agrees the City may eliminate the classification of Corporal-Detective, when all present members of the Corporal-Detective rank are promoted, retire, or leave the service for any reason."

CITY'S LAST BEST OFFER

This provision will be completely eliminated and the City agrees to eliminate positions only through attrition.

ASSOCIATION'S LAST BEST OFFER

The City and the EDPSA agree that a re-evaluation of Supervisory positions in the EDPD may occur. In that event, the City shall show the necessity of a reorganization of the positions held by the EDPSA members. In view of this, the City agrees that the EDPSA shall maintain its present level of twelve (12) members, and that those twelve (12) members shall consist of the following classifications; one (1) Inspector, four (4) Lieutenants, three (3) Sergeants, and four (4) classifications to be mutually agreed upon. But in no case shall there be less than twelve (12) supervisory positions within the EDPD held by EDPSA members and the aforementioned reorganization shall not be instituted until the current EDPSA members are promoted, retire, or leave the service for any other reason.

In the event of death, retirement, discharge or withdrawal from the police service of any Supervisor covered by this agreement, the City shall

fill the vacancy created as soon as possible through the Civil Service procedure. In no case shall the vacancy remain beyond one hundred twenty (120) calendar days.

RATIONALE FOR POSITION OF THE PARTIES

The City is seeking to eliminate the entire provision from the collective bargaining agreement on the grounds it needs flexibility in the running of the Police Department and to allow the City to respond more efficiently to present and future economic conditions. Specifically, it does not want to be restricted by manning provisions which would prevent it from reaching these efficiency goals.

The City bases its proposal on several arguments. First, an analysis of manning provisions contained in collective bargaining agreements of comparable and contiguous municipalities indicates a lack of restrictive language dealing with manning requirements (see City Exhibits C-11, 12, 13, and 14). Moreover, evidence provided by the City showed that no other bargaining unit within the City of East Detroit have such restrictive language in their collective bargaining agreements.

Second, the City also argued that the City Manager provided several alternatives to the present departmental structure which could reduce departmental expense if implemented. The City Manager suggested that the Inspector position could be eliminated and the duties and responsibilities of this position could be undertaken by an administrative assistant. He also advised that eliminating this position would allow the City to hire more patrolmen. He also said that it was not necessary to have a sergeant head the Traffic Bureau, or to have a lieutenant head of the Detective Bureau, or to have a lieutenant on the midnight shift.

Finally, the City noted that the economic climate has changed dramatically since the City and the Association agreed to mandatory positions in 1973. The change in the national administration, higher rates of unemployment and the increased difficulty of generating revenue were some of the factors discussed by the City.

The Association argued that the comparability data provided by the City was not completely accurate. Allen Park, Southgate and Ypsilanti all had manning provisions and some of the other municipalities contained in the City's analysis were subject to Act 78, Civil Service, which specifies certain manning requirements. The Association also noted that the Patrol Unit has a limited manning provision which requires a minimum number of patrolmen on patrol duty during specific times of the day (Joint Exhibit #2, Article XVIII).

The Association noted that the City did not establish its burden of proof regarding the need for reorganization as a method of achieving increased flexibility and efficiency. The Association alleged that no proof of injury or undue hardship was introduced by the City, only a statement dealing with flexibility which was uncorroborated by any evidence. The Association also contended that much of the same evidence was introduced at a previous Act 312 hearing in 1977 (Joint Exhibit #4) and that that Panel did not accept the City's last best offer because the City did not establish the burden of proof for its elimination.

The Association is primarily concerned with the potential erosion of the bargaining unit which elimination of this provision might engender. The Association emphasized that this provision is the only protection that the bargaining unit has at the present time. Moreover, the Association stated that this provision has been in effect for approximately eight (8) years

and that the conditions under which the City operates has not changed substantially to necessitate elimination of this provision.

The Association maintained that its proposal provided the City with flexibility because it allowed for increased use of Corporals at a lower salary (see Award on Salary, pp. 16-20).

AWARD

The Panel accepts the Association's last best offer in the manpower or manning issue. The Panel recognizes the comparability statistics produced by the City, but cannot solely rely on these statistics in rendering its award. The City has the burden of providing this Panel with documentation regarding the business necessity underlying its position on manning. In the opinion of this Panel, this burden has not been met by the City. General statements dealing with the need for reorganization and flexibility need to be bolstered by concrete examples dealing with economic exigencies and other related personnel policies. The Panel also takes note that the City, for reasons of its own, did not call the Chief of Police to testify at the hearings on the need both for reorganization of the Department and flexibility of operation.

The Association has provided the City with some flexibility in terms of four classifications to be mutually agreed upon in its last best offer. Moreover, the City does have some flexibility in how it utilizes its command officers under Article XVIII, Management Prerogative (Joint Exhibit #1, p. 10).

If the City wants to better utilize its police resources, the Panel strongly recommends that the City consider establishing a joint committee composed of the Chief of Police, the President of the Police Officers Association, the President of the Supervisors Association, and the City

Manager. This committee would have the responsibility to review on a continuous basis the quantity and quality of police services being provided the residents of East Detroit. Such a committee could foster a spirit of cooperation which would enable the City and its unions to work together to serve better the residents of the City.

The City stated that it needed flexibility. In this Panel's view, the joint committee could work out alternatives which will enable the City to achieve its goal of flexibility and efficiency and at the same time protect the integrity of the bargaining units.

VOTE

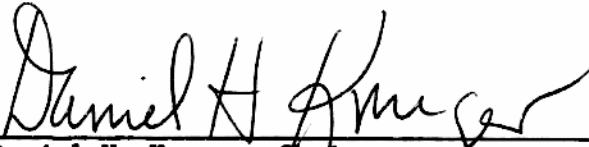
For: Kruger, Kozlowski

Against: Miller

SUMMARY

The Panel sought to make awards which, in its view, are fair and equitable to the parties and for the taxpayers and residents of East Detroit, Michigan.

July 27, 1981


Daniel H. Kruger, Chairperson
Act 312 Panel

J. Scott Miller, Delegate for the City

Brian M. Kozlowski, Delegate for the Union

TALLY OF BALLOTS

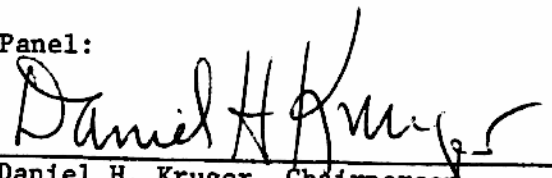
CITY OF EAST DETROIT
and
EAST DETROIT SUPERVISORS ASSOCIATION
ACT 312 STATUTORY ARBITRATION

BALLOT

Issue

- 1 Terminal Pay
 For: Kruger, Miller
 Against: Kozlowski
- 2 Pension
 For: Kruger, Miller
 Against: Kozlowski
- 3 Shift Premium
 For: Kruger, Miller
 Against: Kozlowski
- 4 Clothing and Cleaning Allowance
 For: Kruger, Miller
 Against: Kozlowski
- 5 Salary
 For: Kruger, Kozlowski
 Against: Miller
- 6 Mandatory Positions
 For: Kruger, Kozlowski
 Against: Miller

Panel:


Daniel H. Kruger, Chairperson

J. Scott Miller, Delegate for the City

Brian M. Kozlowski, Delegate for the Union

Note: The signatures indicate that this is the Award of the Panel. The vote on each issue in impasse is noted.

MILLER'S BALLOT

CITY OF EAST DETROIT

and

EAST DETROIT SUPERVISORS ASSOCIATION

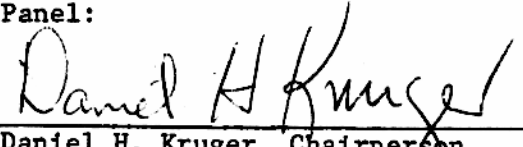
ACT 312 STATUTORY ARBITRATION

BALLOT

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Against: Miller
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For: Kruger
Against: Miller

Panel:


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Issue

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For: Kruger
Against: *Kozlowski*
- 2 Pension
For: Kruger
Against: *Kozlowski*
- 3 Shift Premium
For: Kruger
Against: *Kozlowski*
- 4 Clothing and Cleaning Allowance
For: Kruger
Against: *Kozlowski*
- 5 Salary
For: Kruger, *Kozlowski*
Against:
- 6 Mandatory Positions
For: Kruger, *Kozlowski*
Against:

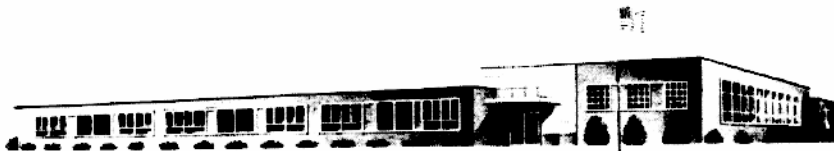
Panel:

Daniel H. Kruger
Daniel H. Kruger, Chairperson

J. Scott Miller
J. Scott Miller, Delegate for the City

Brian M. Kozlowski
Brian M. Kozlowski, Delegate for the Union

Note: The signatures indicate that this is the Award of the Panel. The vote on each issue in impasse is noted.



CITY OF
East Detroit Michigan

MUNICIPAL OFFICES
23200 GRATIOT AVENUE
48021

July 31, 1981

Dr. Daniel H. Kruger
School of Labor & Industrial Relations
Michigan State University
East Lansing, MI 48824

Re: Act 312 Arbitration
East Detroit & Police Supervisors Association

Dear Dr. Kruger:

Enclosed herewith please find one (1) ballot on the abovenoted case. Considering the overall award, as a panel member, I cannot sign this arbitration award, thus I am dissenting.

The two items in the agreement discussed at the executive session on July 21, 1981, the recognition clause (Article III) and the me-too clause (Article XIV(e)), will be rewritten, signed by both Brian Kozlowski and myself, and forwarded to you under separate cover. Such is to be made part of the agreement.

Sincerely yours,

CITY OF EAST DETROIT


J. Scott Miller
City Manager

ITW

enclosure

cc: Robert J. Hribar, City Attorney
Ronald M. Dowell, Research Analyst
PSA Arbitration file

It is agreed between the City of East Detroit and the East Detroit Police Supervisors Association that the following language will be reflected in the final draft of the collective bargaining agreement between the parties for the two year period July 1, 1980 to June 30, 1982.

Article III, Recognition:

The City recognizes the East Detroit Police Supervisors Association, affiliated with the Fraternal Order of Police Labor Council, as the sole representative of its unit members covered by this agreement for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment. It shall be the joint concern of the City and the E.D.P.S.A., that no discrimination will be exercised against any employee because of any individual bias, race, creed or organizational activity or membership in any specific group. The provisions of this Agreement shall apply to all Corporals, Sergeants, Lieutenants and Inspector in the Police Department.

Article XIV, Salary:

(e) The E.D.P.S.A. recognizes that the City, in the best interests of the City of East Detroit, must place the thrust of their negotiations with the E.D.P.O.A. In view of this, the E.D.P.S.A. shall have immediately incorporated into this agreement any economic or fringe benefits awarded the E.D.P.O.A. that exceed benefits already granted to the E.D.P.S.A. in this agreement as specifically listed below:

- (1) Base salary as outlined in Article XIV (a)
- (2) COLA and COLA bonus as outlined in Article XIV (b) and (c)
- (3) Educational supplement as outlined in Article XVII (g)

FOR THE CITY OF EAST DETROIT

By: J. Scott Miller

J. Scott Miller
City Manager

FOR THE EAST DETROIT POLICE
SUPERVISORS ASSOCIATION

By: Brian Kozlowski

Brian Kozlowski
President

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RELATIONS