

STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC GROWTH
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

CITY OF DETROIT

Employer

MERC Fact Finding Case No:
D01 A-0112

and

POLICE OFFICERS LABOR COUNCIL

Unit Involved: Detention Facilities
OFFICERS

Union

REPORT AND RECOMMENDATION OF FACT FINDER
ON ISSUES PRESENTED TO HIM

Pursuant to Section 25 MCL 423.25 of the Labor Mediation Act of 1939 as amended and Part 3, Rule 137, R423.137 of the Employment Relations Commission's General Rules, the Fact Finders prepares and submits his Report and Recommendation on the issues presented him at the onset of the Fact Finding proceedings. This report and recommendation of the Fact Finder will set forth each party's position on these issues and the Fact Finder's recommendations with a discussion of the basis for the Fact Finder's recommendation on each of the issues.

Hearings were held on November 5, 2003 and February 25, 2004. Present at both hearing for the POLC were Danny Bartley, POLC staff representative and officers and/or stewards Donald Smith and Andrew Graham. Present at the February 25, 2004 hearing was Attorney Mark Douma. Present at both hearings for the City of Detroit were Shawn Junior

and Clifford Jones. Present at the November 6th hearing was Lynise Bryant-Weekes and at the February 25 hearing, Allen Lewis.

FACTS

The POLC and the City of Detroit have had contracts since 1986. Prior to that, the Detention Facility Officers had been represented by AFSCME for several years. Until October 2001, all of the Detention Facility Officers (hereinafter referred to as DFO's) were stationed at the Police Headquarters on the 8th and 9th floors; since October of 2001, the DFO's have been assigned to the 13 police precincts. Currently, there are 33 DFO's employed by the City of Detroit and covered by the collective bargaining agreement. There are currently two precincts on the Westside and two precincts on the Eastside designated as suicide watch precincts where prisoners who might be likely to harm themselves are housed.

REPORT AND RECOMMENDATION ON ISSUES PRESENTED

1. DURATION:

A. Both the POLC and City of Detroit have agreed upon a contract of four (4) years commencing July 1, 2001 through June 30, 2005 and have tentatively agreed to it.

B. Fact Finder Recommendation: 4 year contract 7-1-01 through 6-30-05.

2. WAGES:

A. POLC proposal:

7-1-01 through 6-30-02	0% increase
7-1-02 through 6-30-03	0% increase

7-1-03 through 6-30-04	2% + 50¢ per hour special wage adjustment
7-1-04 through 6-30-05	2% + 50¢ per hour special wage adjustment

\$400.00 bonus at time of ratification for all bargaining unit employees on City of Detroit payroll. Employees in the unit and on City payroll after 7/1/03 but are no longer employed are to receive the percentage increases and the 50¢ per hour increases for all hours worked until the employee left the bargaining unit and/or City of Detroit payroll.

Basis for POLC's proposal: During the prior contract negotiations on the DFO contract, the City of Detroit recognized that the DFO's were lowered paid then similar counterparts in large metropolitan areas by approximately \$5,000.00 Since the City of Detroit could not bridge that difference in a single contract, the City of Detroit gave the DFO unit an additional \$1.00 per hour special wage adjustment in the last contract with the understanding that with the negotiation of this contract, the difference would be bridged.

B. City of Detroit proposal:

7-1-01 through 6-30-02	0% increase
7-1-02 through 6-30-03	0% increase
7-1-03 through 6-30-04	2% increase
Date of Union Ratification	50¢ per hour increase special wage adjustment
7-1-04 through 6-30-05	2% increase
10-1-04 through 6-30-05	25¢ per hour increase special wage adjustment

Employees who are employed by the City of Detroit and in the bargaining unit on dates percent and hourly increases are to be effective but are not in bargaining unit and on City of Detroit payroll when the contract is ratified are to receive the percent increase and hourly rate increase for all hours worked until the employee left the bargaining unit and/or the City of Detroit's payroll.

Basis for City of Detroit's proposal: The City of Detroit has 12,000 civilian employees; 7,000 are covered by labor contracts. AFSCME represents 4,500.00 City of Detroit employees. Of the 4,500 employees represented by AFSCME, only 2 dozen received the \$1.00 special adjustment. Further, Detroit is at the legal limit with respect to the number of mills it and it cannot increase the number of mills on any item of taxation.

C. Fact Finder Recommendation:

7-1-01 through 6-30-02	0% increase
7-1-02 through 6-30-03	0% increase
7-1-03 through 6-30-04	2% increase
3-1-04 through 6-30-04	50¢ per hour special wage adjustment
7-1-04 through 6-30-05	2% increase
10-1-04 through 6-30-04	25¢ per hour special wage adjustment

The percent and the cents per hour increases shall be built into the employees' base hourly rate on and after the effective date of the increases. Employees who are employed by the City of Detroit and in the bargaining unit on dates percent and hourly rate increases are to become effective but are not in bargaining unit and on City of Detroit payroll when the contract is ratified are to receive the percent increase(s) and the hourly rate increase for the length of time the were on the City's payroll and in the bargaining unit for all hours worked until the employee left the bargaining unit and/or the City of Detroit's payroll.

Basis for Fact Finder's Recommendation: Taking into consideration the \$1.00 per hour special wage adjustment has been given to only 24 city employees, nurses where there is an acute shortage, the Fact Finder is

persuaded by the City's position that it should not be required to provide the DFOs a \$1.00 per hour special wage adjustment. However, I am persuaded the DFOs are entitled to extra consideration. In that regard, I am recommending the 50¢ per hour special wage adjustment be made effective March 1, 2004 instead of on date of ratification. Similarly, the 25¢ per hour special wage adjustment be made effective October 1, 2004. I am recommending the DFO union forego the one time \$400.00 bonus since that will not be built into the DFOs' hourly base rate while the 25¢ per hour special adjustment effective 10/1/04 is to be built into the base rate of the DFOs and become a part of the DFO hourly wage rate.

3. RETIREMENT:

A. POLC's position: Originally POLC sought a full pension and paid health insurance for retiree and dependents (after 25 years of service). Subsequently, the union withdrew this proposal and agreed to accept the City of Detroit's proposal of payout of 60% of employees unused sick days upon retirement from the City of Detroit.

B. POLC and City of Detroit have TAed the City of Detroit's proposal paying out 60% of an employee's unused sick days upon retirement from the City of Detroit.

C. Fact Finder's Recommendation: The TAed proposal paying out 60% of an employee's unused sick days upon retirement from the City of Detroit.

4. HOLIDAYS:

A. POLC's proposal: It has been withdrawn. The proposal addressed a problem at some of the precincts. In some of the precincts where DFOs were normally scheduled to work a holiday, they were advised by the precinct commander they need not report. The POLC will enforce the contract's existing language.

B. City of Detroit's proposal: Leave the existing contract language alone.

C. Fact Finder's Recommendation: In light of POLC's withdrawal of its proposal, the existing contract language is to remain unchanged.

5. SELECTION OF SHIFT AND WORK LOCATION:

A. POLC position: Once a year bidding to take place to permit changes in shift and work location based upon total City of Detroit employment seniority.

Basis for POLC's position: The DFOs were assigned to the 13 precincts in 2001; they have not been able to transfer locations since then. The POLC wants the DFOs to be able to bid one time a year to transfer location and shift based upon overall City of Detroit seniority. When the entire bargaining unit was assigned to the 8th and 9th floor of the Police Headquarters, location was not a problem. However, with the assignment of DFOs to the 13 precincts, there are DFOs living on the Westside of the City and working at Eastside precincts; also the converse is true.

B. City of Detroit position: Allow once per contract bidding to take place to permit changes in shift and work location based upon total City of Detroit employment seniority and the bidding is to occur within 60 days of ratification.

Basis for City of Detroit's position: The City of Detroit has contracts with other unions where changes in shifts and location are permitted once during a contract based upon the employee's seniority. Overall City of Detroit seniority is what the DFOs want and the City has no objections. The City maintains to permit shift and location transfer more frequently is not necessary as there exists language in the parties' contract to accommodate those particular types of situations that occur subsequently.

C. Fact Finder's Recommendation: Allow once per contract bidding to take place to permit changes in shift and work location based upon total City of Detroit employment seniority within 60 days of ratification. At other times during the term of the contract, an employee seeking to transfer to a different location or shift may submit a transfer request. Such request may not be unreasonably withheld. If multiple requests for transfer of location or shift are submitted, the employee with the overall greatest City of Detroit seniority will be the employee considered.

Basis for Fact Finder's Recommendation: The fact the City of Detroit has contracts with other unions permitting shift and location transfer through bidding by seniority supports the City's position the process it has proposed is workable. The fact there are contract provisions to accommodate situations

arising during the contract's term mitigates against requiring the shift and location transfers to occur on a yearly basis.

6. UNION REPRESENTATION:

A. POLC position: A total of 13 stewards, one for each of the 13 precincts that bargaining unit employees are currently assigned.

Basis of POLC's position: When the bargaining unit was located on the 8th and 9th floor of the Police Headquarters, they were afforded six stewards. Now the DFOs are assigned to all 13 precincts. Each of the 13 precincts having DFOs, should have a steward. The present system with the units president and chief steward as the only stewards is completely unworkable.

B. City of Detroit position: Union President, Union Chief Steward. Additionally, one steward and one alternate steward on the West Side of the City; one steward and one alternate steward on the East Side of the City for a total of 6 union representatives.

Basis for City of Detroit's position: The City's proposal will more than adequately provides union representation for the DFO bargaining unit. Thirteen stewards for a unit of 33 would be just too many. Grievances and complaints can be addressed by the stewards at times other than their work shift. The City of Detroit is concerned that steward(s) may be assigned to the suicide watch precincts and the likelihood increases, if there is a steward at each precinct as there are presently 4 suicide watch precincts.

C. Fact Finder's Recommendation: Union President and Chief Steward. Additionally, a steward and an alternate steward for the West Side of

the City and one steward and one alternate steward on the East Side of the City. In the event the Union President, Chief Steward or steward is assigned to a precinct that is a suicide watch precinct, the alternate steward will act in place of the steward if the problem requires immediate attention during the steward's shift.

Basis for Fact Finder's Recommendation: Thirteen stewards is just too many and that is what the POLC's proposal requires. Increasing the number of steward and alternates from two to six for this contract is a substantial increase. Since this contract has less than 2 years remaining, the DFO and POLC will be able to assess and determine whether an increase to six union representatives is adequate to handle the DFO unit needs for representation.

7. STRESS RELIEF DAYS:

A. POLC's position: Up to eight (8) stress relief days per year. These days are not deducted from the current leave bank.

Basis for POLC's position: Due to the nature and stress of the work performed by the DFOs which includes the 4 suicide watch precincts, 8 stress relief days not deductible from their current leave bank is reasonable. Additional considerations are: Lack of coordination of supervision amongst the 13 precincts, each precinct seems to act independently regarding rules and methods of supervision makes the DFOs' work environment very stressful and there appears to be no centralized and uniform management procedure. Thus, providing the DFOs the 8 stress relief days would be beneficial to the DFOs and management.

B. City of Detroit's position: Opposed to providing any stress relief days for the unit employees.

Basis for City of Detroit's proposal: No bargaining unit within the City of Detroit has stress relief days. There are numerous stressful jobs within the City of Detroit. Several of the contracts the City of Detroit has with its unions have a more favorable nation provision; this would obligate the City of Detroit to provide 8 stress relief days to members of those unions.

C. Fact Finder's Recommendation: No stress relief days. Neither police officers nor firefighters have stress relief days.

Basis for Fact Finder's Recommendation: There are numerous positions within the City of Detroit that are stressful; the City of Detroit does not provide stress relief days for any of its employees. Since the City of Detroit has contracts with unions providing more favorable nation language, the City of Detroit would be obligated to provide stress relief days to those employees. This is a situation where the tail would wag the dog if the Fact Finder recommended stress relief days, which he will not do.

8. BULLETIN BOARDS:

A. The POLC and City of Detroit have TAed the POLC's request for one bulletin board two feet by two feet in each of the 13 precincts.

C. Fact Finder's Recommendation: Parties TAed 1 bulletin board two feet by two feet in each of the 13 precincts.

9. LONGEVITY:

A. POLC's position: Increase each step in the current longevity provision in the contract by \$50.00:

	<u>Current</u>	<u>Proposed</u>
1 st step	150.00	200.00
2 nd step	300.00	350.00
3 rd step	450.00	500.00
4 th step	600.00	650.00
5 th step	750.00	800.00

Basis for POLC's position: Each step in the current longevity scale be adjusted by \$50.00. This provides a uniform increase in each step of the longevity scale.

B. City of Detroit's position: Leave the longevity steps unchanged as they currently are.

Basis for City of Detroit's position: None of the City's 12,000 civilian employees have the longevity scale proposed by the POLC. The longevity provided by the City of Detroit is under the column labeled current.

C. Fact Finder Recommendation: The longevity steps are to remain unchanged as they currently are.

Basis for Fact Finder Recommendation: None of the other 12,000 civilian employees have a longevity scale as the POLC is proposing. Since several of the labor agreements the City has with its unions contain a more favorable nation provision, the result would be their longevity scale would similarly be increased. This is another example of having the tail wag the dog; I cannot recommend such a result.

10. PURPOSE AND INTENT LANGUAGE:

A. City of Detroit has proposed a change in the purpose and intent language in its contract to express the current Mayor's vision. POLC and City of Detroit have TAed the proposed change.

B. Fact Finder's Recommendation. The changes to the purpose and intent language as TAed by the parties be incorporated into the contract.

11. The parties have tentatively agreed to several articles and these tentatively agreed provisions shall be placed into the new agreement. Similarly, Articles and provisions of Articles have not been changed and shall be placed in the new agreement unchanged. Finally, in negotiating with other bargaining units, have agreed to changes that it has incorporated into the bargaining unit's contract that is beneficial to the bargaining unit. These changes are to be incorporated into the collective bargaining agreement.

SUMMARY OF FACT FINDER RECOMMENDATION

1. DURATION: Fact Finder Recommendation: 4 year contract 7-1-01 through 6-30-05.

2. WAGES: Fact Finder Recommendation:

7-1-01 through 6-30-02	0% increase
7-1-02 through 6-30-03	0% increase
7-1-03 through 6-30-04	2% increase
3-1-04 through 6-30-04	50¢ per hour special wage adjustment
7-1-04 through 6-30-05	2% increase
10-1-04 through 6-30-04	25¢ per hour special wage adjustment

The percent and the cents per hour increases shall be built into the employees' base hourly rate on and after the effective date of the increases.

Employees who are employed by the City of Detroit and in the bargaining unit on dates percent and hourly rate increases are to become effective but are not in bargaining unit and on City of Detroit payroll when the contract is ratified are to receive the percent increase(s) and the hourly rate increase for the length of time the were on the City's payroll and in the bargaining unit for all hours worked until the employee left the bargaining unit and/or the City of Detroit's payroll.

3. RETIREMENT: Fact Finder's Recommendation: The TAed proposal paying out 60% of an employee's unused sick days upon retirement from the City of Detroit.

4. HOLIDAYS: Fact Finder's Recommendation: In light of POLC's withdrawal of its proposal, the existing contract language is to remain unchanged.

5. SELECTION OF SHIFT AND WORK LOCATION: Fact Finder's Recommendation: Allow once per contract bidding to take place to permit changes in shift and work location based upon total City of Detroit employment seniority within 60 days of ratification. At other times during the term of the contract, an employee seeking to transfer to a different location or shift may submit a transfer request. Such request may not be unreasonably withheld. If multiple requests for transfer of location or shift are submitted, the employee with the overall greatest City of Detroit seniority will be the employee considered.

6. UNION REPRESENTATION: Fact Finder's Recommendation: Union President and Chief Steward. Additionally, a steward and an alternate steward for the West Side of the City and one steward and one alternate steward on the East

Side of the City. In the event the Union President, Chief Steward or steward is assigned to a precinct that is a suicide watch precinct, the alternate steward will act in place of the steward if the problem requires immediate attention during the steward's shift.

7. STRESS RELIEF DAYS: Fact Finder's Recommendation: No stress relief days. Neither police officers nor firefighters have stress relief days.

8. BULLETIN BOARDS: Fact Finder's Recommendation: Parties TAed 1 bulletin board two feet by two feet in each of the 13 precincts.

9. LONGEVITY: Fact Finder Recommendation: The longevity steps are to remain unchanged as they currently are.

10. PURPOSE AND INTENT LANGUAGE: Fact Finder's Recommendation. The changes to the purpose and intent language as TAed by the parties be incorporated into the contract.

Respectfully submitted,



Hiram S. Grossman
Fact Finder

3/24/04

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DEPARTMENT OF LABOR AND ECONOMIC GROWTH
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

CITY OF DETROIT

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POLICE OFFICERS LABOR COUNCIL

Unit Involved: Detention Facilities
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Union

**ERRATUM TO REPORT AND RECOMMENDATION OF
FACT FINDER ON ISSUES PRESENTED TO HIM**

2. WAGES:

B. City of Detroit proposal:

7-1-01 through 6-30-02	0% increase
7-1-02 through 6-30-03	0% increase
7-1-03 through 6-30-04	2% increase
Date of Union Ratification	50¢ per hour increase special wage adjustment
Date of Union Ratification:	\$400.00
7-1-04 through 6-30-05	2% increase

Employees who are employed by the City of Detroit and in the bargaining unit on dates percent and hourly increases are to be effective but are not in bargaining unit and on City of Detroit payroll when the contract is ratified are to receive the percent increase and hourly rate increase for all hours worked until the employee left the bargaining unit and/or the City of Detroit's payroll.

Basis for City of Detroit's proposal: The City of Detroit has 12,000 civilian employees; 7,000 are covered by labor contracts. AFSCME represents 4,500.00 City of Detroit employees. Of the 4,500 employees represented by

AFSCME, only 2 dozen received the \$1.00 special adjustment. Further, Detroit is at the legal limit with respect to the number of mills it and it cannot increase the number of mills on any item of taxation.

The Fact Finder issues this Erratum to clarify his inability to read the notes he took during the Fact Finding hearing. After issuing the Fact Finding Report and Recommendation, the undersigned had an opportunity to review his notes. This Erratum accurately reflects the City of Detroit's position on this issue.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Hiram S. Grossman".

Hiram S. Grossman
Fact Finder

3-29-04