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

IN THE STATUTORY ARBITRATION BETWEEN:

CHARTER TOWNSHIP OF HURON,

EMPLOYER,

MERC ACT 312

-AND-

CASE NO. D03 H-2286

POLICE OFFICERS LABOR COUNCIL,  
(Command Officers),

UNION.

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ACT 312 ARBITRATION

ADVOCATE:  
(For Employer)

Kevin J. Foley  
Allen, James & Foley, P.C.  
13305 Reeck Road  
Southgate, MI 48195

ADVOCATE:  
(For Union)

Thomas R. Zulch  
Attorney for POLC  
675 E. Big Beaver, Ste 105  
Troy, MI 48083

PANEL MEMBERS:

Dawnette K. Bowers  
Township of Huron Delegate

Frank A. Klik  
POLC Delegate

Peter D. Jason  
Panel Chair

## INTRODUCTION

These proceedings were commenced pursuant to Act 312 of the Public Acts of 1969 as amended. The Arbitration Panel was comprised of the Chair, Peter D. Jason, Township Delegate, Dawnette K. Bowers and Police Officers Labor Council Delegate, Frank A. Klik. The Township was represented by Kevin J. Foley of the law firm Allen, James & Foley, P.C. and the Union was represented by Thomas R. Zulch of the law firm of John A. Lyons P.C.

The Collective Bargaining Agreement between the parties expired on December 31, 2003 and the Union filed a petition for arbitration pursuant to Act 312. A pre-hearing was held on May 2, 2005, and a hearing was held on September 29, 2005, both at the Township offices at 17901 Woodland Drive in Huron Township.

The record consists of 31 pages of testimony and 38 exhibits. Last Best Offers of the parties of exclusively economic issues were submitted on October 11 and 13 and briefs were submitted on November 7, 2005. The Panel met in executive session on November 17, 2005. The Panel was guided by Section 9 of Act 312. The applicable factors to be considered as set forth in Section 9 are as follows:

- (a) The lawful authority of the employer
- (b) Stipulations of the parties

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally.
- (e) The average consumer prices for goods and services, commonly known as the cost of living
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions and medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or

otherwise between the parties, in the public service or in private employment.

The Panel considered the factors delineated in the statute and also recognized that it has the additional responsibility to "make the difficult decision of determining which particular factors are more important in resolving a contested issue under the singular facts of a case." *City of Detroit v. DPOA*, 408 Mich 410, 484 (1980). In this case, the particular factors which were more important concerned comparisons with other Huron Township employees as well as comparisons with public employees in comparable communities. Also, the Panel found the comparisons with the patrol officers of Huron Township the most important because of the wage relationship of the command officers with the patrol officers they supervise.

#### **COMPARABLE COMMUNITIES**

Act 312 requires the Panel to consider wages and benefits in comparable communities when making its decision. In this case, the parties did not completely agree on which communities were comparable. However, the parties did agree that the following communities are comparable: City of Flat Rock, Township of Grosse Ile, City of Riverview and the City of Woodhaven. The Township argued that these are the only comparable communities that the Panel should consider. The

Union did not agree and proposed three additional communities as comparable. They are: City of Plymouth, City of Saline, and the City of Wayne. Both Plymouth and Wayne are in Wayne County like Huron Township and Saline is in Washtenaw County which is the abutting county to the west. The Union argued that these additional communities are comparable because they are nearby, have a population and a taxable property base that is within 50% to 150% of Huron Township's base and have been previously accepted as comparable by a previous Act 312 Panel in January 2003.

After a review of the evidence submitted, the Panel Chair was convinced that the additional communities proposed by the Union were comparable. I find that the location, size and tax base are reasonable factors to consider when determining comparability. Also, I find that the use of the same comparable communities (if they stay comparable) will lend some stability to the process should the parties have to resort to Act 312 in the future.

#### ISSUES

The parties resolved all the outstanding except for the following:

#### ISSUE I - WAGES

## CURRENT CONTRACT

### ARTICLE XII

#### Section 1. Full Time Employees

Sergeants shall maintain a rate of five and one-half percent (5.5%) above the rate of 24-month patrol officers. Lieutenants shall maintain a rate of eight percent (8%) above the rate of non-probationary Sergeants.

#### UNION'S LAST BEST OFFER:

Sergeants shall maintain a rate of ten percent (10%) above the rate of 24-month patrol officers. Lieutenants shall maintain a rate of eight percent (8%) above the rate of non-probationary Sergeants..

#### TOWNSHIP'S LAST BEST OFFER:

No change from present contract.

The Panel decides this issue in favor of the Township. The evidence showed that historically and currently, Huron Township command officers rank last or near last when compared to the comparable communities. Because the command officers' wages are based on a percentage above a patrol officer, they will receive a 6% increase for the calendar years of 2004 and 2005. In addition, the Union has demanded that the Sergeants percentage over patrol be increased to 10% which would produce an overall increase in

wages over the two year period to over 16%. The Union argued that its position is reasonable because compared to the other communities, the Sergeant's wage differential was very low. In addition, the Union pointed out that command officers work eight hour shifts while patrol officers work ten hour shifts. Over a typical pay period, patrol officers work four more hours than command officers. Thus it is not unusual for patrol officers to earn as much money as the Sergeants who supervise them. The Panel Chair believes that the Union has a valid point but over the two year period when the command officers will receive a twelve percent increase in wages, this is not the time to address this problem. The twelve per cent increase is more than double the average increase in the comparable communities and this increase will substantially improve the command officer's relative position. The internal inequity must be addressed at a later time.

## ISSUE II - HOLIDAYS

### CURRENT CONTRACT

#### ARTICLE XIV

##### Section 4.

The following days shall be designated and observed as holidays for police department personnel:

New Year's Eve  
Christmas Day  
Thanksgiving Day  
Friday after Thanksgiving  
Fourth of July  
Easter  
Veteran's Day

Memorial Day  
Good Friday  
New Year's Day  
Christmas Eve Day  
Labor Day  
Employee's Birthday  
President's Day

UNION'S LAST BEST OFFER:

In addition to the foregoing fourteen (14) paid holidays, add: Columbus Day and Martin Luther King Day.

Further, add contractual language, which would provide a choice to the Employee as to whether to receive eight hours of straight time paid and four hours of comp time, or eight hours paid at time and one-half when an employee works a scheduled holiday.

TOWNSHIP LAST BEST OFFER:

No change from present contract.

The Panel decides this issue in favor of the Union. The Panel recognizes that this is fundamentally a wage issue. Normally, the purpose of a holiday premium is to discourage an employer from scheduling employees to work when they would prefer to be home with family and friends on these special days. However, police officers are required to work on holidays so being home with family and



friends is not an option. Thus, for them this issue is about how much holiday pay they receive. As stated before, the Sergeants in Huron Township have only a small pay differential over the officers they supervise and these officers receive sixteen holidays. So that this small pay differential does not shrink, the Panel finds that the command officers should receive the same holidays as the officers they supervise.

### **ISSUE III - INSURANCE**

#### **CURRENT CONTRACT**

#### **ARTICLE XXI**

##### **Section 3**

The Employer shall maintain the presently in force sick and accident income protection plan.

#### **UNION'S LAST BEST OFFER:**

The sick and accident income protection plan provided by the Employer shall be modified to allow an increase in the maximum monthly payment to Four Thousand (\$4,000.00) Dollars.

#### **TOWNSHIP'S LAST BEST OFFER:**

No change from present contract.

The Panel decides this issue in favor of the Union. Again, the Panel recognizes that the most important comparison is to the police officers. Since they enjoy this benefit it is only fair that the command officers receive it also.

#### ISSUE IV - PENSION

##### CURRENT CONTRACT

##### Section 17:

A two and eight-tenths (2.8) final average compensation multiplier will be implemented, at no cost to the Employer, the entire cost of said improved multiplier to be distributed among all bargaining units within the Township desiring this change.

##### UNION'S LAST BEST OFFER:

A 3.0% final average compensation multiplier shall be implemented. The start-up costs payable to Municipal Employees' Retirement System of Michigan will be paid by the Employer.

##### TOWNSHIP'S LAST BEST OFFER:

No change from present contract.

The Panel decides this issue in favor of the Township. This benefit is not enjoyed by other employees in the Township nor in any of the external comparable communities. Although the command officers have agreed to pay for this benefit with their own money, they have also proposed that the Township pay for the start-up costs amounting to approximately six thousand (\$6,000.00) dollars. We found no support for this in the evidence.

#### **ISSUE V - TUITION REIMBURSEMENT**

##### **CURRENT CONTRACT**

There is no tuition reimbursement provision contained in the current contract other than full reimbursement of tuition, expenses, books and transportation for schooling which the Employee is required to attend.

##### **UNION'S LAST BEST OFFER:**

Tuition reimbursement for all college classes.

##### **TOWNSHIP'S LAST BEST OFFER:**

No change from present contract.

The Panel decides this issue in favor of the Township. No Township employees enjoy this benefit and neither do the employees in the comparable communities. Also, the Union offered no justification for this demand. These officers already get reimbursed for college classes that police management decides are relevant to their job responsibilities. Those that aren't relevant should be the responsibility of the student.

#### ISSUE VI - JURY DUTY

##### CURRENT CONTRACT

There is no Jury Duty provision in the current contract.

##### UNION'S LAST BEST OFFER:

While the Union has provided no specific language, it has requested "same or similar language as listed in the patrol contract".

Article XXV, Section 23 of the POLC (Patrol Unit) contract provides:

a. All fees, with the exception of mileage, paid to the employee for a duty day will be turned over to the Township.

b. The Township will pay an employee for days served on the jury on all of his or her regularly scheduled workdays.

c. The employee will report back to complete the shift on which he or she was working after serving on the jury unless he or she must report back to the Court on the following day. In any event, the employee will notify the officer in charge as to the disposition.

d. In order to receive jury duty pay an employee must: Give reasonable advance notice that he or she has been summoned for jury duty; Give satisfactory evidence that he or she served as a juror at the summons of the court on the day for which jury duty pay is claimed.

**TOWNSHIP'S LAST BEST OFFER:**

**No change from present contract.**

The Panel decides this issue in favor of the Union. Again, the Panel found the comparison to police officers compelling. Also, the evidence was that it is the practice of the Township to provide this benefit to command officers, so we find the practice should be incorporated into the Collective Bargaining Agreement.

**ISSUE VII - LIGHT DUTY**

**CURRENT CONTRACT**

There is no light duty provision in the current contract.

**UNION'S LAST BEST OFFER:**

Provide the same or similar language to the patrol contract

Article XXV, Section 22 of the POLC (Patrol Unit) contract provides:

An employee who has a work-related injury or illness may, with the approval of the employee's doctor, be placed on light duty, if such duty is available. Light Duty Assignments are defined as assignments, which fall within the limitations and restrictions prescribed by the employee's doctor, will be clerical in nature, and the employee will not be exposed to the hazards of street patrol.

**TOWNSHIP'S LAST BEST OFFER:**

No change from present contract.

The Panel decides this issue in favor of the Union. Again, the Panel found the comparison to the patrol officers compelling. Also, the Township has no duty under this proposal to provide light duty work if none exists.

**SUMMARY**

**ISSUE I - WAGES**

The Panel decides this issue in favor of the Township.

EMPLOYER

UNION

AGREE \_\_\_\_\_

AGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

ISSUE II - HOLIDAYS

The Panel decides this issue in favor of the Union.

EMPLOYER

UNION

AGREE \_\_\_\_\_

AGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

ISSUE III - INSURANCE

The Panel decides this issue in favor of the Union.

EMPLOYER

UNION

AGREE \_\_\_\_\_

AGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

ISSUE IV - PENSION

The Panel decides this issue in favor of the Township.

EMPLOYER

UNION

AGREE \_\_\_\_\_

AGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

ISSUE V - TUITION REIMBURSEMENT

The Panel decides this issue in favor of the Township.

ISSUE VI - JURY DUTY

The Panel decides this issue in favor of the Union.

EMPLOYER

UNION

AGREE \_\_\_\_\_

AGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

ISSUE VII - LIGHT DUTY

The Panel decides this issue in favor of the Union.

EMPLOYER

UNION

AGREE \_\_\_\_\_

AGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

DISAGREE \_\_\_\_\_

*Signed:*

\_\_\_\_\_  
Dawnette K. Bowers  
Township Delegate

\_\_\_\_\_  
Frank A. Klik  
POLC Delegate

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
Peter D. Jason  
Panel Chair

DATED: \_\_\_\_\_