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MICHIGAN EMPLOYMENT RELATIONS
COMMISSION

5/15/76

In the Matter of the Compulsory Arbitration
Between:

CITY OF ECORSE
and
ECORSE POLICE OFFICERS ASSOCIATION

No. D 75 E 1081

ECORSE, City of
ECORSE, City of

Hearings Held March 4, March 16, March 17,
April 8, April 14 and April 21, 1976

Before John B. Kiefer, Chairman
Appointed by the Michigan Employment
Relations Commission
Johnnie B. Jones, Jr., City of Ecorse Delegate
Edward Watters, Ecorse Police Officers
Association Delegate
Arbitration Panel

For the Association

Orlando Vargas, Esq.
Attorney

James A. Hunt
President

Michael W. Mitchell
Secretary

Michigan State University
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LABOR AND INDUSTRIAL

For the City of Ecorse

Victor Mitea, Esq.
Attorney

Thomas Enright
Controller and Treasurer

FINDINGS OF FACT, OPINION AND ORDER

A prior collective bargaining agreement between these parties having expired June 30, 1975 and collective bargaining and mediation having been engaged in by the parties in an effort to resolve the dispute revolving around a new agreement to take effect July 1, 1975, the Chairman of the State of Michigan Department of Labor, Employment Relations Commission appointed John B. Kiefer as Chairman of an Arbitration Panel pursuant to the Police-Firefighters Arbitration Act (Act No. 312, Public Acts of 1969, as amended).

Kiefer, John B.

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The City of Ecorse designated Johnnie B. Jones, Jr. as its delegate, and the Association designated Edward Watters as its delegate.

The bargaining unit is composed of approximately forty-five policemen with classifications ranging from patrolmen to inspector. The City of Ecorse, which has a population of approximately 17,500 is located in Wayne County in an area known as "Down River" and is situated next to, or near, River Rouge, Allen Park, Southgate, Lincoln Park and Wyandotte. At the formal hearings held in this matter, a court reporter was present at all times and both testimony and numerous exhibits were ably presented by both sides. The unresolved issues in dispute are as follows:

A. Wages

The City offered to increase the salary existing under the expired contract for each member of the Police Department in the amount of Eight Hundred Fifty Dollars (\$850.00) for fiscal year 1975-6 and an additional Eight Hundred Dollars (\$800.00) for fiscal year 1976-7. On the other hand, the Association demands a Six and One-Half Per Cent (6-1/2%) increase in the base salary of each Police Officer for the fiscal year 1975-76 and, effective July 1, 1976, demands a rank differential of Eight Hundred Dollars (\$800.00) between Corporal and Sergeant, between Sergeant and Lieutenant, and between Lieutenant and Chief of Detectives. Also, effective July 1, 1976 the Association demands an Eight and One-Half Per Cent (8-1/2%) increase to be applied on the new base salary of each Police Officer, together with a cost of living allowance of One Cent (1¢) per hour increase for every .4 change in the Detroit Consumer Price Index.

Following is a comparison between the base salaries as contained in the City's offer, the Association's demand, and the average comparables of base salaries in Allen Park, Lincoln Park, River Rouge, Southgate and Wyandotte (the latter submitted by the Association for some of the rankings):

FISCAL YEAR 1975-6

	<u>City</u>	<u>Association</u>	<u>Average Comparables</u>
Chief of Detectives	\$17,887.98	\$18,144.00	
Lieutenant	17,264.25	17,480.00	\$18,445
Sergeant	16,617.76	16,792.00	16,926.
Corporal	16,402.25	16,562.00	16,392.
Top Patrolman	15,715.23	15,831.00	16,177

FISCAL YEAR 1976-7

Chief of Detectives	\$18,687.98	\$20,369.00
Lieutenant	18,064.25	19,569.00
Sergeant	17,417.76	18,769.00
Corporal	17,202.25	17,969.00
Top Patrolman	16,515.23	17,176.00

The City estimated that the Association's demands would cost it an additional Forty Thousand Dollars (\$40,000.00) in the first year and Eighty Thousand Dollars (\$80,000.00) in the second year, whereas the City's offer would increase its budget by Thirty-Six Thousand Five Hundred Dollars (\$36,500.00) in the first year and Seventy One Thousand Dollars (\$71,000.00) in the second year.

The Association introduced testimony and exhibits indicating that in 1975-6 Ecorse Police will be receiving less than the average salaries of police in the neighboring municipalities, even under the Association's demands, but that in 1976-7, under those same demands, the Ecorse Police will have an advantage over their neighbors. The Association argued that this demand was tailored to ease the City's current financial crisis but that the Police would "catch-up" in the following fiscal year.

The City, on the other hand, introduced exhibits showing that the City had increased its deficit during the fiscal year 1974-5 by One Hundred Fifteen Thousand Six Hundred Eighty Five and 90/100 Dollars (\$115,685.90) creating a total deficit of Four Hundred Ninety Thousand Twenty and 71/100 Dollars (\$490,020.71) as of June

30, 1975. The City also called as a witness, Mr. Richard Allen, the Deputy Director of the Municipal Finance Division of the Michigan Treasurer's Office, who testified that the City's accumulated deficit approximated Ten Per Cent (10%) of total budget and that only one other municipality in the State of Michigan (Detroit), exceeded this percentage. Mr. Allen also testified that the Finance Division had refused to approve the City's last application for the right to issue Tax Anticipation Notes until the City presented a good faith effort to reduce its budget by about One Hundred Eighty Thousand Dollars (\$180,000.00). Although the City requested authority for One Million Two Hundred Thousand Dollars (\$1,200,000.00) the Finance Division authorized only Five Hundred Thousand (\$500,000.00), thus requiring the City to reduce the budget by an additional One Hundred Eighty Thousand Dollars (\$180,000.00) before new authority would be considered by the staff of the Division. Mr. Allen testified that the principal items in the City's budget were payroll, fringes and pension funds and that if the City did not make further reductions in the budget, Court action would be instituted seeking a receivership over the City's finances.

The City further presented evidence that the current reductions in its spending by means of layoffs, did not effect the Police Department budget and the City argued that a substantial increase in Police salaries would jeopardize its borrowing power which was a necessary power occasioned by Great Lakes Steel Company's refusal in recent years to advance its tax payments to the City. Great Lakes' taxes comprise Eighty Eight Per Cent (88%) of the City's revenues.

Thus, we are faced here with the classic confrontation of City employees seeking a wage increase to bring them within parity of city employees of comparable communities, and a City employer displaying evidence that salaries and fringes comprise the overwhelming bulk of its operating expenses and that those expenses already exceed its maximum taxing powers so that a larger

deficit looms menacingly. The Panel recognizes the legitimacy of the Association's demands, but the evidence is compelling that the City is in a financial plight which is inescapable. Thus, the last best offer of settlement by the City to pay wage increases of Eight Hundred Fifty Dollars (\$850.00) in the first year plus an additional Eight Hundred Dollars (\$800.00) in the second year, without a cost of living allowance, more nearly complies with the applicable factors prescribed in Section 9 of the Compulsory Arbitration Act, and is herewith ordered.

B. Clothing and Cleaning Allowance

Currently the members of the Association receive an annual clothing allowance of Two Hundred Fifty Dollars (\$250.00) and cleaning allowance of One Hundred Seventy Five Dollars (\$175.00). The Association proposes an increase of Fifty Dollars (\$50.00) in the clothing allowance in fiscal year 1976-7 and an increase of Seventy Five Dollars (\$75.00) in fiscal year 1975-6, plus an increase of Fifty Dollars (\$50.00) in fiscal year 1976-7 for the cleaning allowance. The City offers merely to increase the cleaning allowance in the 1976-7 fiscal year from One Hundred Seventy-Five Dollars (\$175.00) to Two Hundred Dollars (\$200.00), claiming that the Association's demands would increase its budget by Three Thousand Three Hundred Dollars (\$3,300.00) in 1975-6 and Seven Thousand Seven Hundred Dollars (\$7,700.00) in 1976-7, increases which the City is unable to pay.

The Panel is persuaded that the income of the Police Officers of Ecorse has not kept pace with inflation so that they have indeed suffered as a result. However, the City's financial plight puts it in a position where it can ill afford to pay approximately Eleven Thousand Dollars (\$11,000.00) in additional compensation over the two years of the contract. Therefore, the Panel adopts the Association's proposal for Section VII, Paragraph A, increasing the cleaning allowance only from One Hundred Seventy

Five Dollars (\$175.00) to Two Hundred Fifty Dollars (\$250.00) per year, commencing fiscal year 1975-6, but rejecting its proposal for Paragraph B where it seeks an additional increase of Fifty Dollars (\$50.00) for both allowances. This would increase the City's expenditures by Three Thousand Three Hundred Dollars (\$3,300.00) for each of the fiscal years.

C. Hospital Insurance

Presently each active and retired Police Officer and family is covered, at City expense, by a Blue Cross-Blue Shield MVF-2 Plan, including the drug rider with a One Dollar (\$1.00) deductible. The Association seeks to add the dental and optical riders to the coverage but the City offers merely to provide the dental rider only with a Six Hundred Dollar (\$600.00) maximum and 50/50 co-pay. The City also seeks to limit the coverage to active Officers and to commence the coverage on July 1, 1976.

The evidence shows that only Allen Park and River Rouge, among the comparable municipalities, provide dental coverage to their Police Officers and none of the comparables provide optical coverage. Neither side in this controversy supplied estimated premium increases which would be borne by the City under either the Association's demand or the City's offer. Since the Association, which seeks to change the existing contract in this regard, has the burden of proving that the existing benefits suffer by comparison with public and private employment in comparable communities, has failed to introduce any evidence in support of its position, the Panel herewith adopts the City's offer as more nearly complying with the applicable factors in Section 9 of the Compulsory Arbitration Act.

D. Overtime Pay

The Association seeks to change the technical language of Section X, Paragraph E of the existing contract to allow Police

Officers to accumulate their compensatory time to a maximum of eighty (80) hours as measured at the end of the fiscal year rather than as measured at any time during the year. The City made no response nor objection to this proposal and so the Association's proposal is adopted by this Panel.

E. Vacations

The Association also seeks to add Paragraph C to Section XIV of the existing contract. Although there is no specific provision now, the present policy of the City grants three (3) personal leave days to Officers with no more than fifteen (15) years of service and five (5) days to those with more than such service. The Association proposes three (3) days for One to Ten (1-10) years of service; four (4) days for Ten to Fifteen (10-15) years of service; five (5) days for fifteen to twenty (15-20) years of service and six (6) days for over twenty (20) years of service.

The Association introduced testimony that the Ecorse Fire Department personnel receive personal leave days on a schedule similar to that proposed here. Officer Hunt testified that the currently scheduled leave days which do not have the sanction of contract, are inadequate to permit the average Officer an opportunity to take care of all his personal business. He testified that, as President of the Association, he has received ten or twelve complaints from Officers.

The Panel is persuaded by this testimony, particularly the comparison with the Fire Department, and adopts the Association's proposal.

F. Sick Days

The Association proposes to increase to One Hundred Per Cent (100%) the amount to be paid to Officers for sick days accumulated in excess of 120 days, from the two-thirds (2/3rds) provision in the existing contract. The City made no counter-offer. The

Association had the burden of proof to show good cause for the change requested, but introduced no specific testimony on this point. The exhibits setting forth the collective bargaining agreement for the comparable communities was somewhat helpful, but only Allen Park, River Rouge and Wyandotte appear to have any similar provisions. Allen Park is the only comparable community paying 100% of accumulated sick leave days, but this occurs only upon retirement (maximum of 150 days), death (maximum of 100 days), or separation (maximum of 50 days). River Rouge pays its Officers 50% of their accumulated sick leave days in excess of 120 days and Wyandotte pays 50% in excess of 150 days (but only upon death or retirement)

It would appear that the existing contract provision of Ecorse is more favorable than its sister communities and so the Panel adopts the City's position in which no change in Section XV in the existing contract should be made

G. Stand-By Pay

The Association seeks to increase stand-by pay to Detectives and Breathalyzer Operators from One Hundred Fifty Dollars (\$150.00) to Two Hundred Dollars (\$200.00) per year. The City made no counter-offer. Once again the Association failed to meet its burden of proof and introduced no evidence in compliance with the applicable factors prescribed in Section 9 of the Compulsory Arbitration Act. Accordingly, the Panel adopts the City's position in which no change in Section XVII of the existing contract should be made.

H. Equipment

The Association seeks to insert a new Section N-I in the Collective Bargaining Agreement spelling out the specifications of any future purchases of sidearms by the City, as well as requiring the City to replace existing sidearms which are more than twenty (20) years old, with such specified equipment. The City, on the other hand, agrees to replace all defective equipment with such

equipment as the Chief of Police shall prescribe in his discretion. The Association has failed to introduce any evidence in support of its proposal except it points to Article XIII, Section 6 of the Allen Park agreement which was an exhibit in the case. Allen Park's provision is identical to the first part of the Association's proposal but makes no mention of replacing sidearms which are more than twenty (20) years old. No evidence was introduced to show that Ecorse and Allen Park had similar problems with its sidearms.

The Panel, accordingly, determines that the Association has failed to meet its burden of proof and, therefore, the City's offer should be adopted.

I. Police Cars

The Association proposes that the City equip all police cars with shot guns, bullet-proof shields and airconditioning and that two (2) cars be equipped with push bumpers. The City makes no counter-offer. The Association points to Attachment A on page 15 of Allen Park's Collective Bargaining Agreement, introduced in evidence, as support for its proposal. However, this provision in the Allen Park Agreement varies greatly from the Association's proposal in that it mandates no specific equipment but places the discretion for such purchases in a Joint Committee which is comprised of a representative of the City and of the Association. No other comparable communities appear to have similar provisions in their agreements.

The Panel, therefore, determines that, since the Association has failed to meet its burden of proof, this proposal as drafted should be rejected.

J. Man Power

The Association proposes that the City be required to insure that at least five (5) uniformed Officers be on the road during each shift. The City makes no counter-offer. Although the Association argued that both Allen Park and Lincoln Park have

similar provisions in their Agreements, the Panel was unable to locate them. Allen Park, in Article X of its Agreement, does provide for two-man cars under certain circumstances, it is difficult to relate those provisions to the Association's demand for a minimum of five (5) men per shift. Allen Park has a population of 40,747 and covers an area of 7.16 square miles; Lincoln Park has a population of 53,000 covering an area of 5.93 square miles, in contrast to Ecorse with a population of only 17,000 and an area of merely 2.7 square miles. On the surface, it would appear that neither of these communities is comparable to Ecorse when it comes to prescribing manpower. The Association introduced a good deal of testimony from Officer Hunt, detailing the wisdom of having five (5) men available on each shift so as to adequately cover breaking and enterings, hold-ups in progress, bar and family fights, and unwanted persons in a place of business and to provide for maximum safety of Police personnel. However, no evidence was introduced which would document the additional costs that the City would incur in funding this provision, and the City estimates it would be in the neighborhood of Seventy Eight Thousand Dollars (\$78,000.00) plus fringe benefits, per year.

The lack of adequate proof of a similar provision in a comparably sized and populated city and the lack of concrete evidence as to its additional Costs, requires the Panel to reject the Association's proposal.

K. Animal Control Officer

The Association seeks to require the City to hire another employee as an Animal Control Officer and thus relieve regular officers of this burden except in emergencies when the Control Officer would be unavailable. The City makes no counter-offer. The Association maintains that among the comparable communities whose Agreements are introduced as exhibits, Ecorse is the only City in which the Police Officers are required to perform the duty

of handling animals. Although the Association does not spell out the wages of such a Control Officer, it must be assumed he would be paid not less than Fourteen Thousand Dollars (\$14,000.00) per year as a starting salary in order to bear parity with the wages of starting Patrolmen.

To require the City to hire this additional Officer at a time when it must discharge numerous other City employees in order to obtain approval of the Municipal Finance Division of the State, would appear to be courting financial disaster. To add Fourteen Thousand Dollars (\$14,000.00), plus fringes, to an already deficit budget would defy reason, no matter how desirable the aim of separating dog-catcher duties from true law enforcement duties. If the City were in better financial condition, such a provision might be feasible but when the City seems to be on the brink of Court appointed receivership, the Panel must reject the Association's proposal to hire additional personnel in the present economic climate.

L. Step-Up Pay

The Association proposes that if a Patrolman is in charge of a shift for eight (8) hours or longer, he shall be paid at the Corporal rate. Although not provided in the existing contract, currently the City voluntarily honors step-up pay after the 15th consecutive day. The Association claims that the Allen Park Collective Bargaining Agreement displays a comparable provision to the Association's proposal, but a review of that Agreement discloses that Section 1 of Article A IV merely grants step-up pay commencing with the 31st day of service in the higher category. Thus, the City's present policy is more liberal than this one comparable.

Accordingly, the Panel rejects the Association's proposal for the reason that it has failed to show the existence of any of

the applicable factors prescribed in Section 9 of the Compulsory Arbitration Act.

Respectfully submitted,

John B. Kiefer
John B. Kiefer,
Panel Chairman

Dated: May 15, 1976.

John B. Kiefer, Jr.