

In the Matter of the Statutory Arbitration between )

CITY OF FLINT )

-and- )

TEAMSTERS LOCAL 214, LAW ENFORCEMENT DIVISION )  
(Flint Police Department) )

5/25/76

ARBITRATION PANEL

E.J. FORSYTHE, Impartial Chairman  
PATRICK D. HYNES, City Designee  
BILLY D. MENDENALL, Union Designee

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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

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This was a proceeding in arbitration pursuant to Act 312 of Public Acts of 1969 as amended. Billy D. Mendenall was appointed as the Union designee. Patrick H. Hynes was named as the City designee to the panel, succeeding Daniel Boggan, Jr., the earlier City designee. The change in panel assignment on the part of the City was unanimously agreed to by the parties. On November 5, 1975 the undersigned Arbitrator was appointed as Impartial Chairman of the Arbitration Panel by the Michigan Employment Relations Commission.

Hearings were held in the Sheraton Hotel in Flint, Michigan on December 4, 12, and 13, 1975. No issue of arbitrability was raised. No question was raised as to the legality of the arbitration panel to determine the issues presented. Time limits were extended as required to meet the restrictions of the statute.

The Law Enforcement Division, Teamsters Local 214, represented by Joseph Valenti, appeared on behalf of the Union.

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Flint, City of

The City was represented by Stephen Klintz.

A number of matters were agreed to by the parties prior to the arbitration hearings by the Employer and the Union. In addition a number of items were agreed to by the parties during the course of the proceedings. At the first meeting, with the City dissenting, a majority of the panel determined that this would be a two year Collective Bargaining Agreement from July 1, 1975 with all matters retroactive unless specifically noted otherwise in the award. The language and the items agreed to are formally set forth in Joint Exhibit No. 1 A. In addition to agreeing to many of these items during the proceedings, the Arbitration Panel formally accepted the agreed to settlements as described in Joint Exhibit 1 A at the Executive Session on January 22, 1976 as part of the Arbitration Award. Additional items mutually agreed to or unanimously adopted by the Panel on January 22, 1976 are contained in the Panel's decision and awards, as are the other items from Joint Exhibit 1 A which are stated in the decision. In each instance the concurring and dissenting party is identified in the Award.

The City used as its comparables cities which it says are comparable to Flint based on their population or geographical location. The cities used for comparison are Grand Rapids, Lansing, Ann Arbor, Warren, Dearborn, Saginaw, Livonia and Pontiac.

The Union selected twenty (20) top population cities to compare with the City of Flint as to salary. In addition it used a number of county comparisons as well to show the economic benefits obtaining as well as other benefits. For its salary survey included are Grand Rapids, Warren, Lansing, Fraser, Livonia, Dearborn, Ann Arbor, Saginaw, St. Clair Shores, Westland, Royal Oak, Kalamazoo, Pontiac, Dearborn Heights, Redford Township, Taylor, Southfield, Sterling Heights, Ypsilanti, Washtenaw County, Wayne County, Ferndale and Garden City. Other municipalities compared with Flint were Farmington Hills and Genesee County.

At the hearing it was decided that the contract will be retroactive from July 1, 1975.

At the hearing it was decided that the parties last best economic offers would be presented on the last day of the hearing, December 13, 1975.

The panel agreed that the contract will be retroactive from July 1, 1975, unless specifically noted otherwise in the award. As stated above this contract is to be in effect for two years.

#### ISSUE NO. 1--SHIFT ROTATION

On this matter both the City and the Union presented requests for a change in the language in Article IX. At the meeting of the Arbitration panel, after a review of both requests, it was unanimously decided that for the purposes of this Contract to continue the language on SHIFT PREFERENCE as contained in the previous contract.

#### AWARD--ISSUE NO. 1

The language in the present Agreement is to be continued. Unanimously adopted by the panel.

#### ISSUE NO. 2--NORMAL WORK DAY

On this matter the Union and the City both introduced requests for changes in which the Union asked for the addition that the work day or the work schedule will not be changed to avoid the payment of overtime, Union activity or for reprimand. It was decided by the panel that in fact this question is adequately covered elsewhere in the Contract. The City requested that the language providing

for one (1) meal break of no more than twenty (20) minutes during the eight (8) hour period be allowed and that the employee will respond to all calls regardless of meal breaks. It was decided that in fact the police officer in the nature of his job will respond to all calls if it is in the line of duty.

AWARD--ISSUE NO. 2

The panel unanimously decided to continue the language in the present Agreement.

ISSUE NO. 3--SHIFT PREMIUM

On this issue the Union made a demand that the annual salary of any employee assigned to work four (4) or more hours between 4:00 P.M. on the day and 12:00 A.M. of the following day, shall be seven (7) per cent greater than the salary noted in the Compensation Plan Section of this Agreement. Further that an employee who works four (4) or more hours between the hours of 12:00 A.M. and 8:00 A.M. shall receive ten (10) percent greater than the salary noted in the Compensation section of the Agreement.

The City's position of SHIFT PREMIUM:

The hourly rate of any employee regularly assigned to work in excess of four (4) hours between 4:00 P.M. on the day and 8:00 A.M. of the following day, shall be 6.5% greater than the base rate in the Compensation Plan Section of this Agreement applicable to that employee.

In light of the comparables available and the wage increase awarded within this arbitration the Chairman holds that the City's position has merit for this contract.

## AWARD--ISSUE NO. 3

The City's position is granted. Mr. Hynes concurs. Mr. Mendenall dissents.

## ISSUE NO. 4--EQUALIZATION OF SCHEDULED OVERTIME

The Union's demand is that scheduled overtime shall be equalized among employees within a classification and within a operating division, by employees who are qualified to perform such overtime.

The City's change is that scheduled overtime shall be equalized among employees within a classification and within a bonafide operating division or subunit. When overtime is refused by employees called, they shall be credited with a like amount of overtime for purposes of equalization.

It appears to the Chairman that the word "bona-fide" places the burden on the equalization on the City and provides an incentive to equalize overtime.

## AWARD--ISSUE NO. 4

The City's language is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

## ISSUE NO. 5--COURT TIME

The positions of the parties actually comes down to the amount compensated an officer for time spent in any legal proceeding by an employee, providing said proceeding is the result of, or arises from, the performance of such duties as a Police Officer other than during a regularly scheduled work day. The City suggests that actual overtime hours spent in any legal proceeding is less than two (2) hours overtime pay. The Union's position is that for any employee called

to appear at any legal proceeding immediately prior to or immediately proceeding a normal work shift shall be paid a minimum of three (3) hours at one and one-half (1 1/2) times plus his regular shift pay.

The documents are persuasive in the comparables in like communities and with similar responsibilities to grant the Union's request.

AWARD--ISSUE NO. 5

On the issue of Court Time the Union's language in its demand is granted. Mr. Mendenall concurs, Mr. Hynes dissents.

ISSUE NO. 6--STAND BY

The positions of the City and the Union are both well set forth in the presentations of the parties. Both the City and the Union spell out in their respective demands the matter of compensation to be received. The economic statement of the issue by the City appears the reasonable one in light of other conditions of this Award.

AWARD--ISSUE NO. 6

The City's language is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

ISSUE NO. 7--CALL IN

In their demands both the City and the Union demand the amount of pay for a call in is at overtime rates, as was the language under the prior Agreement.

The City's language does in fact protect the Office in that it says that the

Employer will not assign any duty which would tend to, or in fact would degrade him as a Law Enforcement Officer. In addition it does not include time spent on stand by.

In light of the comparables in like communities the City's language shall be adopted for this Contract.

AWARD--ISSUE NO. 7

The City's language is granted for this issue. Mr. Hynes concurs, Mr. Mendenall dissents.

ISSUE NO. 8--HOLIDAYS

The parties both made requests in the matter of holidays, which are well set forth in their presentations and in the Joint Exhibits. As the presentations are set forth in the demands except that if an additional holiday were to be added it is the opinion of the panel that it be Easter Sunday.

The presentations do speak for themselves and the Chairman recommends the City's language on this issue.

AWARD---ISSUE NO. 8

The City's language is granted on the Holiday Section. Mr. Hynes concurs, Mr. Mendenall dissents.

ISSUE NO. 9--FUNERAL LEAVE

Both parties in their respective demands to request additional consideration and leave time for members attending funerals of the relatives who are also designated in the respective demands.

In comparison to provisions in contracts in similar and like communities both as to size and social conditions the Chairman will recommend the City's language on Funeral Leave.

AWARD--ISSUE NO. 9

The City's language is granted on Funeral Leave. Mr. Hynes concurs, Mr. Mendenall dissents.

ISSUE NO. 10--SICK LEAVE

Both parties submitted demands on the matter of Sick Leave and both were considered at the hearing and by the Panel. After due consideration it is the opinion of a majority of the panel that under the circumstances that the parties positions are well set forth in the demands by the parties and that for this Contract the language under the prior Agreement shall be retained.

AWARD--ISSUE NO. 10

The language under the present Agreement shall be retained. Mr. Hynes concurs, Mr. Mendenall dissents.

ISSUE NO. 11--LAYOFFS

The positions of the parties are well set forth in Joint Exhibit No. 1 A, pp. 43-44. In the Arbitration Panel discussion it was decided to merge a portion of the language in each demand. In this instance it does become a matter of mutual agreement, with the Union's Demand language remaining the same,



but on p. 43 with the replacement of the language contained in sub-paragraph A. and B. will be replaced by the language from the City's position in sub-paragraphs 1. and 2. which reads as follows:

1. Before any bargaining unit employee is laid off all seasonal, part time, and probationary employees will be laid off.
2. Exceptions to this procedure must be agreed upon by the Union.

The matter of this question at the hearing was left to the panel to consider in executive session. A consequent compromise by the switch of 1 and 2 from the City's position for that of A and B in the Union's position evolved.

#### AWARD--ISSUE NO. 11

The Union's position as amended is adopted. Unanimously adopted by the panel.

#### ISSUE NO. 12--RETIREMENT

In this matter the City proposes no change in the present contractual language. The language reads as follows:

Police Officers shall be separated from the City employment not later than December 31 of the calendar year in which he or she has acquired twenty-five (25) years of accredited service. However, an employee may retire at twenty-three (23) years of service at 55.2% of his final average compensation based on an average of the best three of the last five years of employment.

The Union's demand is:

An employee shall be allowed to retire at 20 years service at 50% of his regular pay at time of retirement or based on the average of best three (3) out of the last five (5) years of

employment, whichever is greater. The multiplier will be 2.5% per year. An employee must retire on December 31st of his 25th anniversary year.

An employee may take a deferred retirement after completion of 10 years service.

After retirement, an employee shall receive income advances in the amount of one-half (1/2) those received by regular employees of the same rank that the employee retired at.

At the first meeting of the arbitration panel it was determined that the Collective Bargaining Agreement would be retroactive from July 1, 1975, for a period of two years, unless specifically noted otherwise in the Award. Therefore, in granting the Union's Demand on Retirement and noting that the parties are over one quarter through the period of this Contract, in granting the Union's Demand it will not become effective until the second year of this Contract.

In granting the Union's Demand, but in the second year of the Contract the Panel is cognizant of the comparisons offered by each party and the Retirement Plan as outlined in the Union's Demand is made effective the second year of the Contract.

#### AWARD--ISSUE NO. 12

The Union's Demand under the language of the conditions set forth becomes effective the second year of the Contract. Mr. Mendenall concurs, Mr. Hynes dissents.

#### ISSUE NO. 13--LIFE INSURANCE

The City and Union position are outlined in Joint Exhibit 1 A. The present Agreement provides for the City to provide fully paid, to each member, life insurance and dismemberment coverage in the amount of six thousand (\$6,000.00)

dollars and double indemnity coverage in this amount in the event of accidental death. The Union's Demand was for \$25,000.00 and the City's position was for the amount of \$10,000.00.

The Panel by mutual agreement, and in conformance to the statute if there is agreement has decided to accept the City's Position but with the substitution of the amount of fifteen thousand (\$15,000.00) dollars for the amount of \$10,000.00.

AWARD--ISSUE NO. 13

The City's position is adopted by the panel, but with the substitution of the amount of \$15,000 for the \$10,000 in the City Position. Concurred in by the Panel.

ISSUE NO. 14--HOSPITALIZATION INSURANCE

The Panel discussions and presentations do indicate that this is a matter of clarifying the various MVF-I or MCF-I, or both.

With the documents and comparables from both parties presented the Chairman feels that the City's position is reasonable and should be granted.

AWARD--ISSUE NO. 14

The City's offer for Hospitalization Insurance is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

# ISSUE NO. 15---DISCHARGE AND DISCIPLINE

This Article has been mutually agreed upon, including the striking of language in the UNION'S DEMAND, (a) to delete the words..."which may result in the loss of pay or benefits," and ..."except as specifically excepted herein," except for the amount of time for Past Infractions where the City offered 18 months and the Union's Demand is six (6) months. This is not an economic item and by determination of the Chairman the Past Infraction portion will read (h) "twelve (12) months previously." With the exceptions stated above the entire Article will be accepted as a Union Demand.

## AWARD--ISSUE NO. 15

The Union's Demand is accepted. Mr. Mendenall concurs and Mr. Hynes dissents, noting that it is on the basis of time involved in regard to past infractions by inserting twelve (12) months that he dissents.

# ISSUE NO. 16--RESIDENCY

This issue is one important for both a City and its employees, and with the number of times the Residency question has been raised in Michigan and elsewhere as a critical issue. This is an issue to which the Chairman of this Panel and Arbitrators elsewhere have addressed themselves. Both parties introduced comparative data, which included residency requirements, and some which provided for a location within a specific geographic area.

In the absence of more conclusive data of the requirements and the need and betterment for the citizens of Flint and the recognition as to living conditions of a number of Police Officers presently on the Police Force, the Chairman can say, that both the City and the Union delegate, both with reservations, have agreed that this issue is mutually agreed to for this Contract.

## AWARD--ISSUE NO. 16

The language in the present Agreement shall be continued, by mutual agreement of the Panel.

## ISSUE NO. 17--VACATION

Again both parties set forth substantial arguments on this matter as contained in Joint Exhibit No. 1. In fact the City's Position is to offer no change. In light of the vacations accrued by city employees in Flint and elsewhere, and the vacations earned by Police Officers in comparables, without a recitation of the fairly lengthy demands, the Chairman is inclined to continue the present Vacation provisions of the Contract.

## AWARD--NO. 17

The City's position is maintained, as contained in Joint Exhibit 1 A. Mr. Hynes concurs, Mr. Mendenall dissents.

## ISSUE NO. 18--WORK FORCE

On this issue the primary concern of both parties that secondary only to the safety and welfare of the general public of the City of Flint, the safety and welfare of the Officers of the Division of Police is of primary concern to the parties and its the intent of neither the City nor the Union and that it is not either party's contention whereby the Police Division shall operate with less than 50% of that personnel.

Both agree that this City shall maintain the highest standards in the complement necessary to perform the work.

The language of the City appears to cover this safety and welfare situation extremely well in that the Police Division will within the provisions of the Overtime Clause and other clauses in the Agreement will continue to perform its job well.

The language in the City's proposal does cover the matters of the safety and welfare of the citizens of the City of Flint and the welfare of the Officers involved.

AWARD---ISSUE NO. 18

The City's language on Work Force is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

ISSUE NO. 19--WORKMEN'S COMPENSATION

At the meeting of the Arbitration Panel it was agreed that for the purposes of this Agreement the City's last best offer is accepted.

AWARD---ISSUE NO. 19

The language of the Workmen's Compensation clause as contained in the City's offer is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

ISSUE NO. 20--RELIEF TIME

On this issue both parties submitted Demands specifying the amount of paid meals periods inclusive of their eight (8) hour shift.

## AWARD--ISSUE NO. 20

By agreement by the Panel, the present language of the Contract will be continued. The professional nature of the duties for the Police Officer and the continued protection of the citizens of Flint are thereby protected.

## ISSUE NO. 21--FRATERNAL ORDER OF BUSINESS

This issue is before this Arbitration Panel relating to a change in the representation of the employees involved, with language providing for "Fraternal Order Business" where now the Teamsters Union represents the employees, and with other affiliated organizations, with the whole purpose to continue the language in the prior Agreement, but not making it exclusively the Fraternal Order of Police.

The situation which exists in this issue is the editing of the Present Language, but deleting the second paragraph to make it realistic, the same for the fifth paragraph and substitution the title "Union" where appropriate rather than "Fraternal Order" and the term "Union" rather than "Representative."

This is a matter of editing to reflect the situation as it is, with a substitution of the terms involved, including of course with the exception of the first paragraph where a "maximum" of six (6) certified representatives of the Fraternal Order of Police" shall be changed to "six (6) certified representatives of the Union."

## AWARD--ISSUE NO. 21

The issue of FRATERNAL ORDER OF BUSINESS was agreed to by the Panel with the editing outlined above. It would follow that the paragraph involved would read UNION ORDER OF BUSINESS.

## ISSUE NO. 22--JOB ASSIGNMENTS

In the meetings of the Arbitration Panel it was agreed that the present language in the prior Contract be continued. It does appear that any assignments can be worked out within the language as it appears.

## AWARD--ISSUE NO. 22

The language in the prior Contract to be continued. Concurred in by the Panel.

## ISSUE NO. 23--TEMPORARY ASSIGNMENTS

## AWARD--ISSUE NO. 23

In the absence of substantial evidence, if any, the current practice of job assignments of filling of vacancies of employees who are absent will be granted to the senior qualified employee for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

## ISSUE NO. 24--UNION OFFICE

## AWARD--ISSUE NO. 24

The parties have agreed that suitable office space shall be provided by the City for Union business.



## ISSUE NO. 25--WAGES

The last best offer on wages was presented to the panel on the last day of hearing, December 13, 1975.

Union's last best wage offer:

<u>Date</u>	<u>% Increase</u>	<u>\$ Increase</u>	<u>Amount</u>
7-1-75	6.6%	\$972.00	\$15,800
1-1-76	5%	\$800.00	\$16,600
7-1-76	4.8%	\$800.00	\$17,400
1-1-77	4.6%	\$800.00	\$18,200

City's last best wage offer:

<u>Date</u>	<u>% Increase</u>	<u>\$ Increase</u>	<u>Amount</u>
7-1-75	5%	\$741.00	\$15,569
1-1-76	3%	\$467.00	\$16,036
7-1-76	5%	\$801.00	\$16,837
1-1-77	2%	\$336.00	\$17,173

The Union noted particularly the wage differential between the Flint City Patrol Officers and the Genessee County Sheriff's Deputies, and states that the City of Flint has gone from being \$1550.00 higher than the Genessee County Deputies to a salary of \$936.00 below that of the Genessee County Deputies. It says this is a loss differential of \$2,486.00 in a four (4) year period.

From the statistics contained in the documents presented, and the comparables introduced at the hearing which were marked and entered into evidence at the hearing with final statements on demands and offers in post hearing briefs, it appears to the Chairman that the Union's last offer of settlement on wages will serve to raise the wage level of the Flint Police Officer to an average wage level in the comparable cities and counties, and it makes it compelling that a fair and equitable wage proposal be adopted as asked by the Union.

## AWARD--ISSUE NO. 25

The Chairman proposes that the Union's last offer of settlement on the economic issue of wages in its last best offer be awarded to the Union. This is retroactive back to July 1, 1975. Mr. Mendenall concurs, Mr. Hynes dissents.

SUMMARY OF AWARD

Issue No. 1--The language in the present Agreement to be continued. Unanimously adopted by the Panel.

Issue No. 2--The Panel unanimously decided to continue the language in the present Agreement.

Issue No. 3--The City's position is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 4--The City's language is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 5--On the issue of Court Time the Union's language in its demand is granted. Mr. Mendenall concurs, Mr. Hynes dissents.

Issue No. 6--The City's language is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 7--The City's language is granted for this issue. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 8--The City's language is granted on the Holiday Section. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 9--The City's language is granted on Funeral Leave. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 10--The language under the present Agreement shall be retained. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 11--The Union's position as amended is adopted. Unanimously adopted by the Panel.

Issue No. 12--The Union's Demand under the Language of the conditions set forth becomes effective the second year of the Contract. Mr. Mendenall concurs, Mr. Hynes dissents.

Issue No. 13--The City's position is adopted by the Panel, but with the substitution of the amount of \$15,000 for the \$10,000 in the City Position. Concurred in by the Panel.

Issue No. 14--The City's offer for Hospitalization is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 15--The Union's Demand as accepted. Mr. Mendenall concurs and Mr. Hynes dissents, noting that it is on the basis of time involved in regard to past infractions by inserting twelve (12) months that he dissents.

Issue No. 16--The language in the present Agreement shall be continued, by mutual agreement of the Panel.

Issue No. 17--The City's position is maintained, as contained in Joint Exhibit 1 A. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 18--The City's language on Work Force is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 19--The language of the Workmen's Compensation clause as contained in the City's offer is granted. Mr. Hynes concurs, Mr. Mendenall dissents.

Issue No. 20--By agreement by the Panel, the present language of the Contract will be continued. The professional nature of the duties for the Police Officer and the continued protection of the citizens of Flint are thereby protected.

Issue No. 21--The issue of FRATERNAL ORDER OF BUSINESS was agreed to by the Panel with the editing outlined above. It would follow that the paragraph involved would read UNION ORDER OF BUSINESS.

Issue No. 22--The Language in the prior Contract to be continued. Concurred in by the Panel.

Issue No. 23--In the absence of substantial evidence, if any, the current practice of job assignments of filling of vacancies of employees who are absent will be granted to the senior qualified employee for each job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. Mutually agreed to by the Panel.

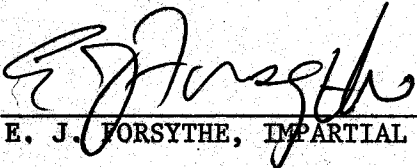
Issue No. 24--The parties have agreed that suitable office space shall be provided by the City for Union business.

Issue No. 25--The Chairman proposes that the Union's last offer of settlement on the economic issue wages in its last best offer be awarded to the Union. This is retroactive back to July 1, 1975. Mr. Mendenall concurs, Mr. Hynes dissents.

As was indicated in the Chairmen's letter to the panel members dated February 24, 1976 on ISSUE No. 12 the Union's last best offer, (pp. 232-233 of the Transcript) which is to provide to the Unit of police officers, patrolmen the best three out of the last five years, the same multiplying factor as presented in the city's position on the basis that this has been provided to the sergeant's unit within the Flint Police Department. This change to be retroactive to July 1, 1975. Mr. Mendenall concurs Mr. Hynes dissents.

The Chairman is empowered to state that the City delegate, Patrick D. Hynes, and the Union delegate, Billy D. Mendenall, concur or dissent as indicated in the awards on the twenty-five issues listed above.

DATED: May 25, 1976

  
E. J. FORSYTHE, IMPARTIAL CHAIRMAN