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6/22/76

Fraser, City of

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

CITY OF FRASER, MICHIGAN

-and-

FRASER POLICE OFFICERS
ASSOCIATION

Affiliated with:
American Federation of State,
County and Municipal Employees
Council No. 23

Local No. 1277

Local No. 1917

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

FINDINGS OF FACT, OPINION AND AWARD
Pursuant to Act 312, Public Acts of 1969,
as amended

ARBITRATION PANEL

LEON J. HERMAN, Impartial Chairman
ROY W. ROGENSUES, City Designee
HOWARD DRAFT, Association Designee

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Issued June 22, 1976

This is a proceeding in arbitration pursuant to Act 312 of Public Acts of 1969, as amended. Roy W. Rogensues was named by the City as its Designee to the Panel. Howard Draft was appointed by the Association as its Designee. On September 8, 1975 the undersigned, Leon J. Herman, was appointed by the Michigan Employment Relations Commission as Impartial Chairman of the Arbitration Panel.

A pre-hearing conference was held on November 11, 1975. A joint statement of the issues to be arbitrated was prepared and stipulated by both parties. Hearings were held and testimony taken on December 30, 1975 and February 12, 1976 at City Hall, Fraser, Michigan. At the close of the second day of hearing it was stipulated that Memorandums of Evidence would be exchanged and submitted to the Panel on or about March 15, to contain the tentative last best offer of each party. Reply briefs were to be filed on or about March 30 with the final last best offer of each party. Either party was granted the right to reconvene the hearings by request on or before April 12, 1976. No such request has been filed. A verbatim record of the proceedings was made and a transcript delivered to the Panel. Thereafter conferences between the members of the Panel of Arbitrators were held on May 28 and June 22, 1976.

William Blaskis, City Administrator, represented the City of Fraser. George Maurer, of the law firm of Zwerdling, Maurer & Papp, appeared on behalf of the Association. Larry

Hofmann, Director of Public Safety; Donald S. Mamrot, President of Local 1277, and Carl M. Smith, President of Local 1917, participated in the hearings.

Both parties entered into the proceeding in good faith. No issue of arbitrability was raised. No question was raised as to the legality or authority of the Arbitration Panel to determine the issues presented. Time limits were extended as needed to meet the restrictions of the statute.

The American Federation of State, County and Municipal Employees has been the bargaining agent for police officers, sergeants and lieutenants employed by the City of Fraser, including therein public safety officers, for a substantial number of years. It claims the right of representation for members of the Department up to and including the classification of lieutenant. For the two years beginning July 1, 1975 the parties have agreed upon all issues with respect to wages, hours and other terms and conditions of employment, with the exception of the issues presented by stipulation to this Panel for determination. The unresolved issues to be decided are the following:

Issue No. 1 - Clothing and Clothing Allowance

Issue No. 2 - Vacation Improvement

Issue No. 3 - Sick Leave

Issue No. 4 - Holidays

Issue No. 5 - Education Premium

Issue No. 6 - Life Insurance

Issue No. 7 - Blue Cross-Blue Shield Improvement

Issue No. 8 - Dental Benefit

Issue No. 9 - Longevity

Issue No. 10 - Retirement

Issue No. 11 - Wages

The Unions proposed a contract term of July 1, 1975 to and including June 30, 1977. They ask that the \$1,200 differential to public safety officers be maintained, as well as the differential of 15 percent to sergeants over officer rate and ten percent to lieutenants over sergeant rate. The public safety differential shall be maintained for command officers as well where it is applicable.

As supplementary modifications of the contract the Unions ask that three-day funeral leave be allowed in case of death of stepmothers-in-law and stepfathers-in-law; one day should be allowed for the death of a cousin. They ask that separate contracts be executed for (1) sergeants and lieutenants and (2) police officers and public safety officers.

It is further asked that patrol units be staffed with two men after dark; that no more than 33 percent auxiliaries be employed on a shift; that officers receive one consecutive four-day weekend in every 28 day shift and that other days off be scheduled in blocks of two; and that every officer receive a 30 minute lunch period and two 15 minute breaks per shift.

The statute pursuant to which this proceeding came into

being and under which this Panel functions poses certain specific criteria which the Panel must consider in arriving at a conclusion:

- 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:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- 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, 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 in 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.

That a city may negotiate wages, hours, and working conditions of its employees with a recognized bargaining agent has been established by the Public Employee Relations Act. The Association has been duly recognized as the bargaining agent for all Department employees, up to and including the grade of lieutenant, for a number of years. Both the City and the Unions have agreed to statutory arbitration of the items remaining in dispute in their current negotiations in accordance with Act 312 of the Public Acts of 1969, as amended.

The City agrees that it has the lawful authority and obligation to negotiate and conclude an agreement in consonance with the award of this Panel.

The parties have stipulated that the Panel may consider the issues above listed and render an award thereon which both will accept; that all proceedings of this Panel of Arbitrators have been properly taken in compliance with the governing statute, and that this award is duly processed and is binding upon the parties.

The interest and welfare of the public and the financial ability of the City to meet the increased costs resulting from implementation of this award have been considered and determined.

Comparison of wages, hours and conditions of employment, in both the private and public local sectors, as well as in comparable communities, is discussed hereinbelow, as are increases in cost of living as a factor in the determination of this Panel.

By mutual agreement the 1973 agreement has been continued in full force pending receipt of this award. Relations between the parties have continued in status quo. No objectionable practice has been charged against either party.

Other factors considered by the parties and the Panel are listed in the Opinion.

It should be emphasized at this point that all comments, opinions and interpretations of factual evidence stated herein are solely and exclusively the responsibility of the Impartial Arbitrator, unless specifically attributed to another member of the Panel.

It should also be noted here that the Panel members for the City and the Unions have, during the conferences with the Impartial Arbitrator, made amendments or modifications in their proposals which have been accepted by the Panel and which, it is understood, have been submitted to and are acceptable to their constituents.

Issue No. 1 - Clothing and Clothing Allowance.

The practice under the prior agreement was to allow \$200 in clothing allowance and \$150 as a cleaning allowance per

year. The Union has asked that the clothing allowance be increased to \$350 and the cleaning allowance to \$200.

The City objects that only cleaning is needed in any event, since damaged uniforms are replaced by the City and the provision for such replacement will be continued in the new agreement.

The Panel has agreed that cleaning costs have increased since the execution of the prior agreement and that some relief should be granted the officers for its cost. It was felt that the clothing allowance did not require an increase in view of the fact that uniforms damaged on duty are replaced by the City.

The Panel therefore unanimously agreed that the agreement carry a provision for \$200 in clothing allowance and \$200 in cleaning allowance per year, effective July 1, 1975. It was further agreed that technological changes in material fabrics may induce the City to convert to uniforms which can be cleaned by washing rather than dry cleaning. In such case, it is agreed that these costs will be renegotiated.

Issue No. 2 - Vacations.

The current contract provides for four weeks' vacation after 15 years of service. The Unions propose that this be increased to five weeks after 15 years of service. The City objects on the ground that such a vacation period is excessive.

The Panel has unanimously agreed that four weeks' vacation after 15 years of service is a fair and reasonable allowance

and should be permitted to stand.

Issue No. 3 - Sick Leave.

The last contract between the parties provided for 12 sick leave days. No personal leave days were allowed. One-half of unused sick leave days has been paid annually and 50 percent of the unused balance paid on retirement from the service.

The Union asks that the sick leave allowance be increased to 13 days, two of which may be used as personal leave days. The City strongly objects.

In view of the fact that officers receive two days off per week, and will probably receive a block of four days in every 28 working days, the Panel felt that no personal leave days were needed. The sick leave provisions were felt to be reasonable and in conformity with the standards throughout public and private industry. Accordingly, the Panel unanimously agreed that the current sick leave provision shall be permitted to stand.

Issue No. 4 - Holidays.

The City now allows ten holidays per year. The Union asks that 11-1/2 holidays be allowed. The City insists that the ten-day holiday allowance be retained, although it is willing to increase the allowance to 11 days if holidays are only paid when they are worked.

The Chairman is of the opinion that the ten-day holiday provision is out of line with current industrial practices. He recommends that 11 days be allowed as holidays. Mr. Draft has

proposed and the Chairman has agreed that the employee's birthday be designated as the 11th holiday.

It is therefore directed by the Chairman, Mr. Draft concurring and Mr. Rogensues dissenting, that the employee's birthday be added to the holiday schedule for a total of 11 paid holidays per annum.

Issue No. 5 - Education Premium.

The City presently allows a wage increase of three percent on achieving a certificate, four percent for an Associate Degree and six percent for a Bachelor Degree. The Degrees are restricted to Police Science or Police Administration. Degrees in any other discipline are unacceptable.

The Unions have proposed that the current educational premium provisions be continued, with the addition that a Bachelor Degree in the Behavioral Sciences or the 580-hour Emergency Medical Technician Degree be deemed the equivalent of an Associate Degree in Political Science and be compensated with a four percent bonus.

The City has no objection to the inclusion of a Bachelor Degree in Behavioral Sciences as proposed by the Unions. It strenuously objects to the inclusion of an EMT Degree because it does not have the equipment and apparatus required for such technicians and has no intention of obtaining such equipment.

The Panel is in unanimous agreement that the City's position is well taken and should be sustained in this proceeding.

Accordingly, it is directed that the City allow four percent annual bonus to any employee achieving a Bachelor Degree in the Behavioral Sciences. The City shall not be required to pay a bonus for obtaining an EMT Degree.

Issue No. 6 - Life Insurance.

The City presently pays the premium for \$10,000 in life insurance with Double Indemnity. The Unions have asked that the principal be increased to \$20,000. The City objects on the ground that with the average age of its employees among the police, death would probably be accidental, so the \$20,000 would in any event be paid.

The Chairman is not in full agreement with the City position. There is no assurance that natural death may not strike anyone at any age. The assumption that all these officers would live to a ripe old age and that death during the term of the proposed contract would be accidental is not warranted by the normal prospects of human longevity. Furthermore, \$10,000 in life insurance is a small amount in today's economy to leave to a family which has to readjust its entire life style because of the death of the wage earner.

It is agreed, however, that doubling the face amount of the life insurance is too abrupt a step to be taken at this time. Accordingly, the Chairman, Mr. Draft concurring, Mr. Rogensues dissenting, proposes that the face amount of the policy be

increased to \$15,000, with double indemnity, as soon as may feasibly be arranged.

Issue No. 7 - Blue Cross-Blue Shield Improvement.

The City now provides for employer-paid Blue Cross-Blue Shield coverage for its employees. It is investigating the possibility of improving the coverage for all employees of the City. The Unions ask that a prescription rider and Master Medical Option IV be adopted promptly.

On the assurance that the City will adopt, as soon as possible, an improved plan for all City employees, perhaps including a prescription rider, the Panel unanimously agrees to defer to the City in this matter and directs that the revised plan be put into effect to cover Police Department employees as soon as is reasonably possible.

Issue No. 8 - Dental Benefit.

There is presently no dental benefit in effect for City employees and the City objects to adding one at this time. The Unions propose that dental benefits be allowed in the second year of the agreement.

It appears that there are three classes of dental benefits, of which Class Three covers orthodontistry. Class One and Two cover more or less routine dental work.

The Chairman proposes, Mr. Draft concurring, Mr. Rogensues dissenting, that the City institute dental benefits in Classes One and Two as soon as is feasible. The officers are to

assume 50 percent of the cost of the dental benefit.

Issue No. 9 - Longevity.

There is presently allowed a bonus for longevity with a ceiling of \$800. The Unions ask that the ceiling be increased to \$1,500. The City objects to any change.

After considerable discussion the Chairman, Mr. Rogen-sues concurring, Mr. Draft dissenting, agreed that the current \$800 ceiling be continued without change.

Issue No. 10 - Retirement.

The City has withdrawn from the retirement program provided by P.A. 135 of 1945. It is currently in the process of examining several retirement plans for which it has obtained bids. All City Unions have been invited to participate in the study of the plans and to determine which is best for the employees.

The Unions prefer that they be included within the Firemen and Policemen Pensions Act, promulgated by P.A. 345 of 1973, or in the alternative that retirement benefits be the subject of a contract reopener in the second year of the agreement.

The Panel is in partial agreement with both parties. It unanimously proposes that the City, with Union concurrence and cooperation, proceed to study and decide upon the various pension bids it has received and to implement a pension which will best serve the City and its employees overall. The Unions are directed to enter into the study and determination of the

pension proposals in good faith and in an earnest attempt to conclude a pension plan which will benefit all City employees alike. Should disagreement subsequently develop, despite all good faith efforts, the Unions may propose in writing that the matter be reopened for negotiation.

Issue No. 11 - Wages.

According to the 1973-1975 collective bargaining agreement for police officers, a patrolman after four years is paid \$14,502; a police safety officer receives an additional \$1,200.

The Unions initially ask that a police officer's pay be increased by 12.4 percent to \$16,300, and a public safety officer be given an increase of 11.45 percent to \$17,400. These wages shall be effective as of July 1, 1975. For the second year it is proposed that the City pay an additional 6.75 percent to police officers and 6.3 percent to public safety officers.

The proposal for police officers' pay in 1975-76 was modified to \$16,050 and for 1976 to \$17,150. This constitutes raises of 10.67 and 6.8 percent respectively. By increasing the public safety officers' pay by an additional \$1,200 their rates will be 9.86 percent and 6.38 percent respectively. The differential rate for sergeants and lieutenants of 15 percent and ten percent shall be maintained.

The City has offered an increase of ten percent for the year 1975-76 to bring the salary of police officers to \$15,952, and five percent for 1976-77, making the police officers's salary

\$16,750. Other City employees have accepted this percentage of increase. The \$1,200 differential to public safety officers will be maintained as would the percentage differentials to sergeants and lieutenants.

By unanimous agreement the Panel proposes an increase of ten percent for the year 1975-76 to Police Department employees and an increase of five percent for the year 1976-77. This would bring police officers' salaries to \$15,952 and \$16,750 respectively. The differential of \$1,200 to public safety officers is to be maintained. Sergeants are to receive 15 percent over the police officers' salary; lieutenants are to receive ten percent over and above the sergeants' salary. The public safety officer differential shall be maintained in applicable cases.

The remaining items proposed by the Unions are disposed of as follows:

The term of the contract shall be July 1, 1975 to and including June 30, 1977. Wages shall be retroactive to the commencement of the proposed agreement. Except as otherwise noted hereinabove, no other items shall be retroactive.

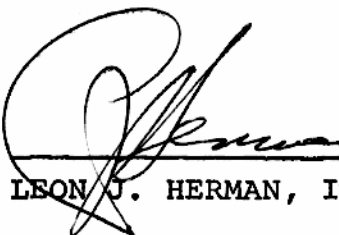
A three-day funeral leave will be allowed in case of death of a stepmother-in-law or stepfather-in-law. This allowance is made only if the employee attends the funeral services. No allowance is made for funeral leave in case of the death of a cousin.

Separate contracts shall be executed for (1) sergeants and lieutenants and (2) police officers and public safety officers.

The foregoing three paragraphs are directed by unanimous agreement of the Panel.

The Panel is in unanimous agreement that the Union's request for (1) two-man patrol units, (2) auxiliaries not to be over 33 percent on a shift, with two reservists to four officers, (3) one consecutive four-day week-end every 28-day shift, with other days off in blocks of two, and (4) one 30 minute lunch period and two 15 minute breaks per shift, be rejected without decision. It is felt that these matters can best be handled by negotiations with the immediate administration of the Department, and letters of concurrence written which would resolve the problems without contractual infringement on what may be necessary management prerogatives.

The Chairman wishes to thank all parties and participants associated with this matter for their courtesy and helpful cooperation. He sincerely hopes that these proposals will lead to a satisfactory collective bargaining agreement.


LEON J. HERMAN, Impartial Chairman

Southfield, Michigan
June 22, 1976

A W A R D

The Panel of Arbitrators herein, after due deliberation, does unanimously or by majority vote as disclosed in the accompanying Opinion, award as follows:

ISSUE NO. 1

Effective July 1, 1975 the agreement shall provide for a clothing allowance of \$200 per annum and a cleaning allowance of \$200 per annum. In the event the City decides to convert to uniforms of wash and wear materials these costs shall be renegotiated.

ISSUE NO. 2

No change in the vacation program is granted.

ISSUE NO. 3

No change in the sick leave provision is granted.

ISSUE NO. 4

The employee's birthday is to be added to the holiday schedule for a total of eleven paid holidays per annum.

ISSUE NO. 5

The City is directed to allow a four percent annual bonus to any employee achieving a Bachelor Degree in the Behavioral Sciences.

ISSUE NO. 6

Life insurance for each employee in the principal amount of \$15,000 with double indemnity shall be provided as soon as is feasibly possible.

ISSUE NO. 7

No change in Blue Cross-Blue Shield coverage is proposed at the present time in view of the City's proposal to improve the program for all City employees.

ISSUE NO. 8

The City shall obtain and institute dental benefits in Classes One and Two as soon as is feasible. The employees shall bear 50 percent of the cost.

ISSUE NO. 9

The current longevity bonus shall be continued without change.

ISSUE NO. 10

The City is directed, with Union concurrence and cooperation, to study and decide upon the various pension bids received, and to implement a pension plan which will best serve the City and its employees overall. The Unions are directed to enter into the study and determination of the pension proposals in good faith and earnestly attempt to conclude a pension plan which will most benefit all City employees. If efforts in that direction fail the Unions may reopen the matter for negotiation upon written notice.

ISSUE NO. 11

The salaries of Police Department employees shall be increased ten percent for the year 1975-1976, and five percent for the year 1976-1977. Police officers' salaries would thereby

be increased to \$15,952 and \$16,750 respectively. The differential of \$1,200 to public safety officers shall be maintained. Sergeants are to be paid 15 percent over the police officers' salary and lieutenants are to be paid ten percent over the sergeants' salary, with the public safety officer differential maintained in applicable cases. The 1975-1976 wages shall be retroactive to July 1, 1975.

In addition to the foregoing:

The term of the contract shall be July 1, 1975 to and including June 30, 1977;

A three-day funeral leave shall be allowed in cases of death of a stepmother-in-law or stepfather-in-law, provided the employee attends the funeral services. No allowance is made in case of death of a cousin;


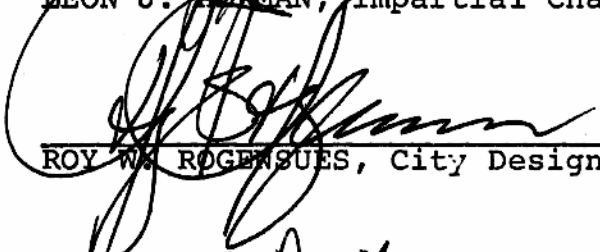
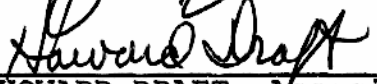
Separate contracts shall be executed for (1) sergeants and lieutenants and (2) police officers and public safety officers.

The following proposals are rejected for reasons stated in the accompanying Opinion:

- (1) Two-man patrol units.
- (2) Limitation of auxiliaries to a maximum of 33 percent.
- (3) A consecutive four-day week-end every 28 day shift, with other days off in blocks of two.

- (4) One 30 minute lunch period and two 15 minute breaks per shift.

BY ORDER OF THE PANEL:


LEON J. HERMAN, Impartial Chairman
ROY W. ROGENSUES, City Designee
HOWARD DRAFT, Association Designee

Southfield, Michigan
June 22, 1976