

5/86 ARB

MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION TRIBUNAL

IN THE MATTER OF:

City of Garden City,

Case No. D83C1016

Employer,

Arising pursuant to Act  
312, Public Acts of 1969,  
as amended, Vol. 1, P. 8

and

Police Command Officers  
Association, I.B.T. Local 129,  
  
Union.

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

FOR THE EMPLOYER

FOR THE LABOR ORGANIZATION

Richard Fritz  
Mr. Robert Mack  
of Detroit, Michigan  
will represent the City  
of Garden City as attorney

Bus. Rep. Richard Ziegler  
Subsequently changed as  
follows: July 31, 1984 to  
Mr. Billy Mandenal, finally to  
Mr. Larry Gregory of Flint,  
Michigan

BACKGROUND

The Unit presently consists of Uniform Division  
Sergeants, Lieutenants, Captains and Deputy Chief.

Negotiations have been conducted and all issues have  
been resolved except the ten issues, as follows:

- ✓1. Wages
2. Administrative Leave Days
3. Personal Property Insurance
4. Disability Retirement
5. Union Steward
6. Road Patrol
- ✓7. Lateral Transfers/Promotional Examinations
- ✓8. Breathalyzer Operation
9. Shift Changes

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

1986 MAY -5 PM 2:19

RECEIVED

Garden City, City of

Burdick, Benjamin D.

10. Paid Personal Business/Administrative Leave Time

All issues above set forth are economic with the exception of Union Steward (#5); Road Patrol (#6 and #9) and paid personal business/administrative leave time (#10).

The dispute for July 1, 1983 through June 30, 1984, has been resolved. The current dispute involves July 1, 1984 through June 30, 1985.

Both Employer and Union filed their last final and best offers of settlement as well as their respective briefs. Sometime after the formal hearings, several informal hearings were also held.

Formal hearings were conducted on January 21, 1985; February 5, 1985; February 18, 1985; May 16, 1985 and May 17, 1985.

The parties were unable to reach an agreement on the ten issues hereinabove set forth and hence the arbitration panel is charged with the responsibility of making the final award on Issues 1 through 10, inclusive, in accordance with the statute.

AWARD

The panel, having heard the evidence and testimony, and having specifically considered, with respect to each disputed issue, the statutorily enumerated criteria in Section 9 of Act 312, hereby awards as follows:

Issue I - Wages. Effective July 1, 1984 through June 30, 1985.

The Employer's Last Best Offer. Four (4%) percent increase across the board plus a 2% special adjustment increasing the total wages for July 1, 1984, through June 30, 1985, by 6% for said period:

Sergeant	-	\$28,942.00
Lieutenant	-	\$30,684.00
Captain	-	\$32,201.00
Deputy Chief	-	\$33,716.00

Existing percent differential are to be as follows:

Sergeant	-	6.3% above Patrolman
Lieutenant	-	6% above Sergeant
Captain	-	4.9% above Lieutenant
Deputy Chief	-	4.7% above Captain

The Union's Last Best Offer. Effective July 4, 1984, a 4% across the board increase over 1983 scales. Sergeant base pay rate shall be 10% above the top patrolman wage; Lieutenant base pay rate shall be 6% above Sergeant wages; Captain base pay rate shall be 6% above the Lieutenant wage; Deputy Chief base pay rate shall be 6% above the captain's wage.

The Panel adopts employer's last best offer by a  
\_\_\_\_\_ vote.

*See Attachment,*  
*(RfL)*  
Richard J. Fritz  
City Delegate  
*Larry Gregory*  
Larry Gregory  
Union Delegate  
*Benjamin D. Burdick*  
Benjamin D. Burdick  
Chairman

Issue II - Administrative Leave Days. Administrative  
Leavetime Union Article X.5(c)

The Employer's Last Best Offer. No increase of  
administrative leave days or no change.

The Union's Last Best Offer. "With the Chief's permission,  
an employee may use up to six (6) earned but unused sick  
days (48 hours) per contract year as administrative leave  
days. This grant of administrative leave days recognizes  
that the Command Officer, from time to time report earlier  
and leave later than their scheduled work shift and for  
which time the officers have not requested pay.  
Administrative leave can be used in four (4) or eight (8)  
hour segments at the discretion of the watch commands."

The Panel hereby adopts the Union's last best offer by  
a majority vote.

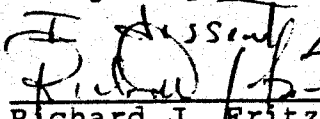
*Richard J. Fritz*  
Richard J. Fritz  
City Delegate  
*Larry Gregory*  
Larry Gregory  
Union Delegate  
*Benjamin D. Burdick*  
Benjamin D. Burdick  
Chairman

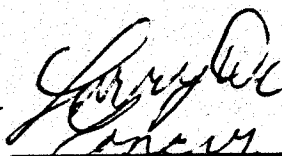
Issue III - Personal Property Insurance/Replacement.

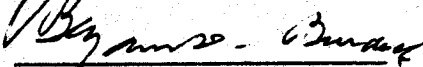
The Employer's Last Best Offer. Offers no new language for property insurance/replacement and proposes that the current practices be continued.

The Union's Last Best Offer. "The employer shall indemnify each officer to a maximum of one hundred dollars (\$100) per incident, for repair or replacement of personal items lost or damages in the line of duty. To include watches, rings, glasses, brief cases, and other similar items."

The Panel hereby adopts the Union's last best offer by a majority vote.

  
Richard J. Fritz  
City Delegate

  
Larry Gregory  
Union Delegate

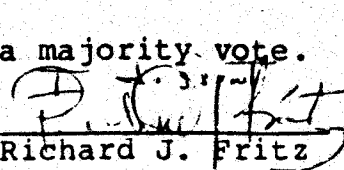
  
Benjamin D. Burdick  
Chairman

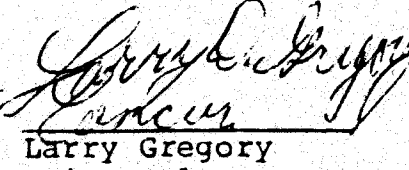
Issue IV - Duty Disability Retirement. Article XV 1 (c.2)

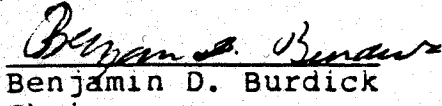
The Employer's Last Best Offer. The City offers no new language for disability retirement increase and proposes that current practices be continued.

The Union's Last Best Offer. "A member who retires before attainment of his voluntary retirement age because of a duty disability, shall receive a disability annuity of 2/3 of his final average compensation until he is eligible for normal retirement at which time he shall be given service credit for the time he received a disability annuity."

The Panel hereby adopts the Union's last best offer by a majority vote.

  
Richard J. Fritz  
City Delegate

  
Larry Gregory  
Union Delegate

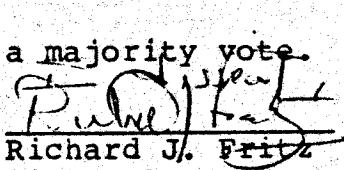
  
Benjamin D. Burdick  
Chairman

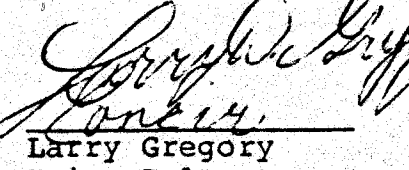
Issue V - Union Steward. Article 1.7B

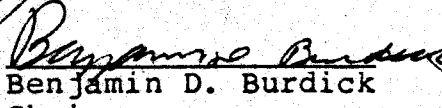
The Employer's Last Best Offer. The City offers no new language for providing the Union Steward with increased release time.

The Union's Last Best Offer. "If the Chief Steward is scheduled on the afternoon or midnight shift and attends a scheduled Union/Management meeting, negotiations, special conference, grievance step hearing, etc., the time necessary to attend said meeting shall be credited as time worked."

The Panel hereby adopts the Union's last best offer by a majority vote.

  
Richard J. Fritz  
City Delegate

  
Larry Gregory  
Union Delegate

  
Benjamin D. Burdick  
Chairman

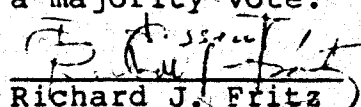
Issue VI - Road Patrol.

The Employer's Last Best Offer. The City offers no new language to allow Command Officers to be excluded in determining minimum staffing requirements of the Road Patrol. The City proposes no change in the current practice.

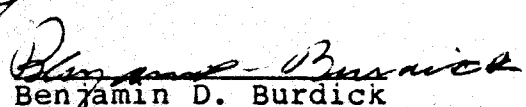
The Union's Last Best Offer. "Command Officers shall not be required to function in the capacity of, or perform the

duties normally assigned to, road patrolmen in the event the minimum number of patrolmen falls below the department staffing requirements, except in emergency situations."

The Panel hereby adopts the Union's last best offer by a majority vote.

  
Richard J. Fritz  
City Delegate

  
Larry Gregory  
Union Delegate

  
Benjamin D. Burdick  
Chairman

Issue VII - Lateral Transfers/Promotional Examinations.

(XV.9)

The Employer's Last Best Offer. "As of July 1, 1984, for promotional purposes, Sergeants may take the examination for Lieutenant. Lieutenant(s) and Detective Lieutenant(s) may take the examination for Captain and Captain(s) and Detective Captains may take the examination for Deputy Chief or Chief; Deputy Chiefs may take the examination for Chief.

"The City may make lateral transfers between the uniform division and Detective Bureau. Such lateral transfers would have a minimum duration of twelve (12) months unless a shorter period is mutually agreed between the employee and the Chief."

The Union's Last Best Offer. The Union proposes that "Sergeants and Detective Sergeants may take the examination for Lieutenant and Detective Lieutenant. Lieutenants and Detective Lieutenants may take the examination for Captain and Detective Captain. Captains and Detective Captains may

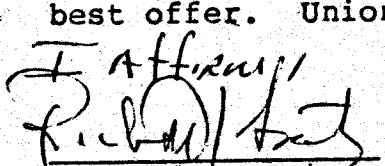


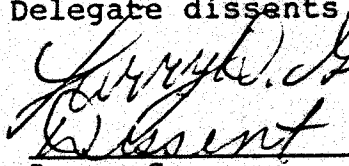
take the examination for Deputy Chief or Chief. The Deputy Chief may take the examination for Chief."

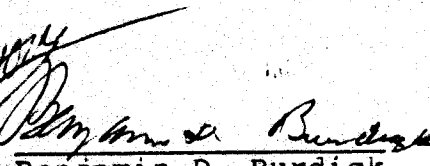
"The City may make lateral transfers between the uniform divisions and the Detective Bureau. Such lateral transfers would have a minimum duration of twelve (12) months."

"During the term of this contract, the positions of lieutenant and captain will not be eliminated in the Detective Bureau. If these positions become vacant, new appointments will be made within ninety (90) days."

The arbitrator and the Employer Delegate accept the last best offer of the Employer and reject the Union's last best offer. Union Delegate dissents.

  
Richard D. Fritz  
City Delegate

  
Larry Gregory  
Union Delegate

  
Benjamin D. Burdick  
Chairman

#### Issue VIII - Breathalyzer Operator.

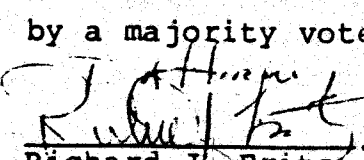
The Employer's Last Best Offer. The Employer proposes to pay those officers who retain their Breathalyzer certification the sum of \$150.00 each time they are certified.

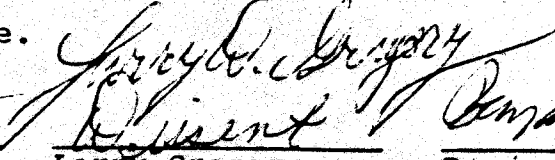
The Union's Last Best Offer. The Union proposes that the Command Officer who is a Certified Breathalyzer Operator be paid \$150.00 per year for having retained that certification, payable on December 31st of each year. At the present time it is required that the Command Officer be

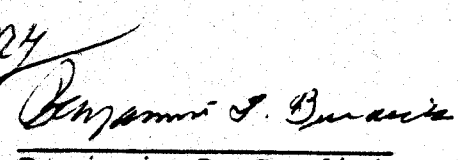


recertified each year. There is a strong possibility that the State may change the law requiring they be recertified every two years instead of each year.

The Panel hereby adopts the Employer's last best offer by a majority vote.

  
Richard J. Fritz  
City Delegate

  
Larry Gregory  
Union Delegate

  
Benjamin D. Burdick  
Chairman

Issue IX - Shift Changes.

The Employer's Last Best Offer. The Employer proposes to delete current language and substitute the following:

- "(a) Fixed shifts are to be placed in effect. The City will make up shifts, including relief shifts if necessary. If no employee(s) bid to a relief shift, the City may assign employees on the basis of junior seniority."
- "(b) The City shall post shift make-up lists for preference bids on the first day of October and preference bids must be registered by the fifteenth (15) day of October to qualify for shift preference. Employees who do not register a bid on time shall be assigned a shift. The City shall post the shift schedules by classification for the following twelve (12) month period by the first day of November."

"(c) Shift preference shall be awarded by time in pay grade; probationary employees shall not have a shift bid and are subject to shift assignment by management."

"(d) Primary shift assignments shall be for twelve (12) months duration, then rebidding shall occur by the method used for the initial bid, with equitable work hours adjustments as required. At time of bidding, choice of available leave days is confined to those available on the new shift."

"(e) Involuntary removal from shift assignment, for reasons of misconduct, shall not occur until discipline including disciplinary layoffs has been used."

The Union's Last Best Offer. The Union proposes to retain the current contract language as follows:

"The City may assign employees to shifts on a fourteen (14) calendar day notice with a minimum of three (3) months, and a maximum of twelve (12) months, on any shift change. Any change of a longer duration will be by mutual agreement by both parties."

The Panel hereby adopts the Union's last best offer by  
a majority vote.

~~Richard J. Fritz~~  
Richard J. Fritz  
City Delegate

~~Larry Gregory~~  
Larry Gregory  
Union Delegate

~~Benjamin D. Burdick~~  
Benjamin D. Burdick  
Chairman

Issue X - Paid Personal Business/Administrative Leave Time.

The Panel, by \_\_\_\_\_ vote, awards as follows:  
a change to anniversary date for calculation of personal  
business and administrative leave time.

~~Richard J. Fritz~~  
Richard J. Fritz  
City Delegate

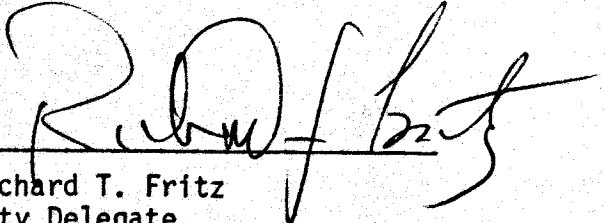
~~Larry Gregory~~  
Larry Gregory  
Union Delegate

~~Benjamin D. Burdick~~  
Benjamin D. Burdick  
Chairman

ATTACHMENT  
Issue No. 1

I affirm but I note that there is no reference to percentage differentials in the City's last, best offer.

5-14-86

  
Richard T. Fritz  
City Delegate