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2-8-90

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

COMPULSORY ARBITRATION PURSUANT  
TO PUBLIC ACT 312, 1969 AS AMENDED

IN THE MATTER OF THE ARBITRATION  
ARISING PURSUANT TO ACT 312,  
PUBLIC ACTS OF 1969 AS AMENDED  
BETWEEN:

MERC CASE #D87 H-1976

CITY OF GARDEN CITY, MICHIGAN  
(City)

-and-

THE LABOR COUNCIL, MICHIGAN  
FRATERNAL ORDER OF POLICE  
(Union)

FINDINGS OF FACT, OPINION AND ORDER

APPEARANCES:

ARBITRATION PANEL:

Mario Chiesa  
Impartial Chairperson

Richard J. Fritz  
City Delegate

Chet Opolski  
Union Delegate

FOR THE UNION:

John A. Lyons, P.C.  
By: Kenneth Zatkoff  
(at the pre-arbitration conf.)  
John A. Lyons  
(at the hearing)  
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FOR THE EMPLOYER:

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& Seifman  
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2000 Cadillac Tower  
Detroit, Michigan 48226

2/27/90

## INTRODUCTION

As indicated above, this proceeding is a statutory compulsory arbitration conducted pursuant to Act 312, Public Acts of 1969, as amended. The petition was filed by the Labor Organization and is dated February 16, 1988. I, the Chairman, was appointed via a correspondence from MERC dated March 4, 1988. A pre-arbitration conference was conducted on June 20, 1988. The hearing commenced on Monday, January 16, 1989. It continued on Thursday, March 2, Thursday, March 16, Tuesday, April 4 and concluded on Saturday, April 29, 1989.

The last offers of settlement were submitted to the panel and subsequently exchanged between the parties on July 13, 1989. Briefs were forwarded to the chairman and shortly thereafter on October 12, 1989, were exchanged between the parties.

The panel conducted an extensive executive session on December 27, 1989. These findings of fact, opinions and orders follow as soon thereafter as possible.

It should be noted that the parties waived all regulatory and statutory time limits. Nevertheless, this matter proceeded to hearing and was concluded as soon as possible under the prevailing circumstances.

## STATUTORY SUMMARY

Act 312 is an extensive piece of legislation outlining both procedural and substantive aspects of interest compulsory arbitration. Without getting into every provision, but certainly ignoring none, there are aspects of the statute which should be highlighted.

For instance, Section 9 outlines a set of factors which the panel shall base its findings, opinions and orders upon. Those factors read 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:

(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 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."

This statute also provides that a majority decision of the panel, if supported by competent, material and substantial evidence on the whole record, will be final and binding. Furthermore, Section 8 provides that the economic issues be identified. Parties are required to submit a "last offer of settlement" which typically is referred to as "last best offers" on each economic issue. As to the economic issues the arbitration panel must adopt the last offer of settlement, which, in its opinion, more nearly complies with the applicable factors prescribed in Section 9.

Section 10 of the statute establishes, inter alia, that increases in rates of compensation or other benefits may be awarded retroactively to the commencement of any period or periods in dispute.

### ISSUES

At the outset it should be understood that the parties have stipulated that the Collective Bargaining Agreement created as a result of this award, shall become effective on 10/1/87 and by its terms terminate on 9/30/90. In shorthand terms, it is a three-year contract.

The parties agreed that the issues dealt with herein were the only outstanding areas of dispute and all other aspects of the Collective Bargaining Agreement had been settled. Indeed, the TAs shall become part of the this Opinion and Award.

The economic and noneconomic issues which remain after the submission of last offers of settlement and which need to be resolved appear as follows:

1. Wages, (Article 7) (Appendix A).
2. Hospitalization-Medical-Surgical-Master Medical-PDP, (Article 13). This area of dispute originally involved

three or perhaps four areas of dispute if the question of hospitalization for retiree/spouse is injected herein. The first area of contention involves the change from a "prevent" or a pre-determination" program. The City has agreed to implement a "predetermination" program 90 days after the Award is received. As a result, this issue is resolved.

Another issue involves the ledger system. The Union withdrew the Optical/Dental issue and even though the City suggested a change, the issue was originally the Union's and when it withdrew same, that portion of the dispute terminated. Included in this area, or perhaps more in the retirement area, is the issue involving hospitalization for spouses.

3. Retirement, (Article 16). There is an issue involving the multiplier utilized in the benefit formula. There is also an additional issue involving the institution of a duty disability benefit until normal retirement begins.
4. Holidays, (Article 8).
5. Vacations, (Article 9).
6. Sickness and Accident Insurance, (Article 10.7).
7. Longevity Pay, (Article 12).
8. Insurance, (Article 13).
9. New article dealing with employee drug and alcohol testing for cause.

The last offers of settlement submitted by the parties are attached to this Opinion and Award in Appendix A.

It was agreed that all of the issues, with the exception of the drug and alcohol testing for cause, were economic issues. This of course means that the drug and alcohol testing for cause issue is noneconomic.

#### THE RECORD

There was an extensive hearing with each party given every opportunity to present all the evidence they thought was necessary. As a result, testimony was taken from several witnesses with the final transcript exceeding 450 pages. There were over 100 marked exhibits, some of which contained dozens of pages. Both parties filed written last offers of settlement and both filed extensive post-hearing briefs.

It should be noted that attached to the Union's brief was a number of documents identified as tentative agreements arrived at between the City and the police command unit. These documents were forwarded to the City with a copy of the Union's brief. There was no further discussion regarding these documents. I note that (g) of Section 9 of the Act provides that changes during the pendency of the arbitration proceeding should be considered. I suppose that such language means that the panel should consider the documents attached to the Union's brief. However, there is always the concern that the documents were not introduced at the hearing. In all fairness many of the documents, which represent tentative agreements, weren't even

signed until May of 1989 which was after the hearings were concluded. However, I am still reluctant to consider the documents and relate to the parties that none of the awards contained herein has been affected by the documents attached to the Union's brief.

It should be pointed out that documents were received after the formal hearings, but this was done pursuant to agreements reached by the parties. I am referring to Union Exhibit 58 and City Exhibit 35. Those two exhibits were distributed to the parties via my letter dated June 26, 1989.

All of the factors contained in Section 9 of the Act, along with all of the evidence related to each, was carefully considered and applied. Every factor and each bit of evidence has not been mentioned in every analysis of each issue. However, that doesn't mean they were ignored. That's not the case at all, and all of the evidence and factors were evaluated and each order is based strictly thereon.

#### COMPARABLES

In 312 compulsory arbitrations parties typically, and this case was no exception, spend a substantial amount of time presenting evidence and making arguments regarding paragraph (d) of Section 9 of the statute. This of course doesn't mean that the other factors were ignored, because that's not the case. Parties have recognized that in both negotiations and arbitration, data regarding wages, hours and other conditions of employment concerning communities considered comparable to the community involved in the dispute is most helpful in resolving issues.

On occasion parties are able to submit a stipulated list of comparable communities. However, usually there are two or three communities which the parties cannot agree upon and as a result, must be examined and the differences resolved by the panel.

In this case it is apparent from the parties' submissions that they agree that for the purposes of arbitration the communities of Allen Park, Inkster, Southgate, Wayne and Wyandotte are comparable to Garden City. In addition, the Union proposed Dearborn Heights and Trenton. The testimony suggests that the City has a much greater problem with utilizing Dearborn Heights than it does with the City of Trenton. Nevertheless, the City hasn't agreed to utilize Dearborn Heights and Trenton as comparable communities. In addition, the City suggests that Lincoln Park should be considered comparable.

The statute does not establish the standards which should be utilized in determining whether a community is comparable to the one involved in the arbitration. Yet, historically parties have utilized data relating to geographical locations, size, population, SEV, per capita income and many, many other varied factors.

The factors considered in establishing comparability do not by their nature allow a surgically precise comparison or analysis. One community may be comparable to the community involved in the litigation in certain aspects and yet in others may not be comparable or perhaps not as comparable. Usually there is a substantial amount of balancing involved in determining which communities should be considered comparable. Various approaches have been utilized and in the past one chairman



devised a rather elaborate scheme of weighing each community and assigning various weights to each. I am sure other methods have been utilized, but essentially the reality is that a proper comparison can be made when the differences and similarities in communities are kept in mind as the information supplied regarding each is compared to the community involved in the arbitration. Of course there are some situations where it is obvious that the differences between the communities establish that they are not comparable as contemplated by the statute. It would be difficult to compare Garden City with Los Angeles, or perhaps more closer to home -- to Detroit.

Garden City is located in Wayne County and is bordered on the south, west and north by Westland. Dearborn Heights is on the eastern boundary and Inkster provides a portion of the southern boundary. The 1980 population was 35,640, while the 1986 population was 32,530. The City's area in square miles is either 5.6 or 5.5 depending on whose data is utilized and given the nature of the variable, either is acceptable. There are approximately 39 sworn officers which, with the addition of 13 civilians, brings the total department complement to 51 employees. The 1987 state equalized evaluation figures establish that residential value is about \$217,000,000, industrial approximately \$4,600,000, and commercial being approximately \$32,000,000. There are about 11,200 residential parcels, 37 industrial and 696 commercial. That equates with a residential percentage land use of 9.386 percent. The industrial is .31 percent and the commercial is 5.83 percent. The median household income in 1980 was approximately \$25,550. For the same year the median home value was approximately \$43,000.

It is noted that Lincoln Park has an area of about 5.9 square miles. This makes it just a little larger than Garden City. It has 63 sworn officers in the police department and its 1980 census gives it about 10,000 more people than Garden City. Its total SEV is about \$300,000,000 as compared to Garden City's SEV which is about \$250,000,000. The percent of land use for 1987 data suggests that the communities are very comparable in the area of residential, industrial and commercial mix. The median income, per 1980 figures, is about \$4,000 less per household in Lincoln Park than Garden City. Also using 1980 figures it appears that the mean value of owner-occupied homes is about \$7,000 more in Garden City than Lincoln Park.

Given those statistics and the fact that Lincoln Park is also in Wayne County, makes it entirely reasonable to conclude that Lincoln Park should be considered comparable to Garden City for the purpose of this arbitration. Thus, the data regarding Lincoln Park will be used.

The City of Trenton is also in question, although as I recall the record, the City didn't have as much difficulty with Trenton as it did Dearborn Heights. Utilizing 1986 data it is apparent that Trenton's population is about 11,000 less than Garden City. However, Wayne's population is about the same as Trenton and Wayne is an agreed-to comparable. Trenton's land area is about 7.2 square miles, which doesn't unfavorably equate with Garden City's 5.6 square miles. Population density is greater in Garden City than in Trenton. Trenton has 49 sworn officers, as opposed to Garden City's 39. Trenton has a much higher SEV with the real difference existing in the categories of industrial and personal. Actually Trenton's SEV in the residential

category is less than Garden City's. It appears in 1987 Trenton had about half the number of total offenses of Garden City.

I could go on and list the other items which were considered, but the fact of the matter is, that after carefully considering all of the evidence, Trenton should be considered comparable to Garden City for the purposes of this arbitration.

This leaves Dearborn Heights. It is noted that Dearborn Heights is on the eastern boundary of Garden City and even though geographical location doesn't supersede all other considerations, it is an important factor which must be kept in mind. Dearborn Heights is close to double the population of Garden City, although Garden City has a greater population density. The land area in Dearborn Heights is 12.1 square miles which more than doubles the 5.6 square miles comprising Garden City. Dearborn Heights has 80 sworn officers and with civilian employees its department is about twice as large as Garden City's. Its SEV is more than twice that of Garden City, although per capita, personal SEV is not the highest in the group and in fact Allen Park, an agreed-to comparable, has the higher per capita personal SEV. Dearborn Heights has more than two and one-half times the total offenses as Garden City does. In 1985 the per capita income in Dearborn Heights was about \$1,500 more than Garden City, but was about \$700 less than Allen Park, which again is an agreed-to comparable. The median home value between Dearborn Heights and Garden city is very close and actually the median household income is higher in Garden City than in Dearborn Heights. It must be understood that these two comparisons are based on 1980 figures.

When all of the data relating to Dearborn Heights is carefully considered, it must be concluded that keeping in mind the differences during the analysis, the data regarding Dearborn Heights should still be utilized in this arbitration. Garden City and Dearborn Heights are adjacent communities and even though there are some large differences between the two, the geographical location, as well as other factors which are fairly comparable, dictate that Dearborn Heights should be considered for the purposes of this arbitration. Of course the wages, hours and conditions of employment existing in Dearborn Heights may not be as persuasive as some of the other data because differences between Dearborn Heights and Garden City must be kept in mind when the evidence is weighed.

In summary, it is found that all of the communities offered by both parties should be considered. Perhaps the evidence regarding the communities agreed to by the parties would be given greater weight than perhaps the evidence regarding a community like Dearborn Heights which, even though considered comparable for this arbitration, does possess some distinct differences when compared to Garden City.

WAGES - ARTICLE 7 (APPENDIX A) - ECONOMIC

To no one's surprise this issue has been characterized as economic. Except when analyzing the City's proposed change in the progression through the rate schedule and the analysis of the detective/sergeant classification, the data will be analyzed in terms of a top paid patrolman. This is the customary method of dealing with the data. It is reasonable to conclude that even the parties agreed to such analysis because, except for the two items I have mentioned above, the documents created from the data and the comparable communities in essence deal with the maximum salary of a top paid patrol officer.

The prior Collective Bargaining Agreement established that as of July 1, 1986 a top paid patrolman was receiving \$29,441.00. As of the same date detective/sergeants received \$30,658.00. The starting salary for patrolmen on July 1, 1986 was \$21,641.00.

The Union's last offer of settlement provides a 2.5 percent increase effective 10/1/87; 2.5 percent increase effective 4/1/88; 3 percent effective 10/1/88; 2 percent effective 10/1/89; and 1.5 percent effective 4/1/90. When converted to actual dollar figures, per the Union's brief, the maximum salary rate for each of the respective dates is \$30,177.00, \$30,931.00, \$31,859.00, \$32,497.00, and \$32,984.00. The Union's last offer of settlement contains a provision establishing a 7 percent differential between detective/sergeants and the top paid patrol officer. In other words, detective/sergeants would receive 7 percent more than a top paid patrol officer. The dollar figures for each date of increase would be \$32,289.00, \$33,097.00,

\$34,090.00, \$34,771.00, \$35,293.00. It is also noted that the Union's last offer of settlement does not include an increase for the starting rate which remains at \$21,641.00.

The City's last offer of settlement provides a 3 percent increase effective 10/1/87; 2.5 percent increase effective 10/1/88; and 2.5 percent effective 10/1/89. When converted to dollars, the rate for a top paid patrolman on each respective date is \$30,324.00, \$31,082.00, \$31,859.00. The detective/sergeant rate on each respective date would be \$31,578.00, \$32,367.00, \$33,176.00. The City's last offer of settlement seeks a continuation of the \$21,641.00 starting salary. Another component of the City's last offer of settlement is a rearrangement of the salary schedule effective 10/1/89. It is clearly laid out in its last offer of settlement and in essence it preserves the starting rate and the top paid rate per the City's offer, but changes the steps in between the two.

It is obvious the way the offers are constructed that both contemplate complete retroactivity of wage increases. Even if that were not the case and independent of that finding, the panel hereby orders that whichever last offer of settlement is awarded, the respective increases shall be retroactive to the date they became effective. There shall be full retroactivity of wage increases. This order is pursuant to Section 10 of the Act.

The Union maintains that it was the only party to offer evidence regarding the job duties in the detective/sergeant classification, vis-a-vis the duties of the classification one promotional level above senior patrolman in the other communities. It argues

that this evidence supports the 7 percent differential contained in its last offer of settlement. Furthermore, the Union takes the position that detective bureaus do essentially the same work regardless of the title and that the comparable data establishes that the 7 percent differential sought in the Union's last offer of settlement is less than the average differential existing in comparable communities. The Union points out that the comparable data supports its last offer of settlement regarding the patrol unit. Furthermore, it maintains that the evidence does not show an inability of the City to sustain the cost of the Union's position. The Union argues that during the period in question the increase in cost of living as measured by the consumer price index, urban wage earners and clerical workers, is more adequately dealt with by the Union's last offer of settlement.

The City maintains that its last offer of settlement is within 2 percent of the top paid salaries in the comparable communities and in essence is the same as other units have settled for. It points out that it is the same percentage increase agreed to by the firefighters. It argues there has been stable employment and good financial management.

The City also argues that as a new cost containment tool it seeks to change the schedule of wage increases for new hires. Furthermore, it argues that relating to the detective/sergeant rate, there has been no new classification or promotion for several years and detective/sergeants became such as a result of a title change. It maintains that the detective/sergeant is not the same as sergeant and there is no valid comparison between the work responsibilities in the various departments. It argues that the historical differential

of approximately 4 percent should be maintained.

First of all, it should be understood that the record contains a number of summaries introduced by the parties, along with Collective Bargaining Agreements. The contracts were carefully analyzed and all of the provisions considered. If each analysis were memorialized in this decision, we would measure its length in volumes.

In starting the analysis it is noted that a careful consideration of the lawful authority of the City suggests there is no impediment to the adoption of either the City's or the Union's last offer of settlement. There is no evidence suggesting that to adopt one or the other last offer of settlement would impinge upon the City's authority, vis-a-vis taxing limitations, ability to maintain protection, or for that matter any other consideration that falls within this Section 9 factor.

Of course all of the stipulations entered into by the parties were carefully considered. There were many regarding procedures and to a great extent, agreement regarding data contained in summaries.

The interest and the welfare of the public was evaluated and the evidence did not suggest that the City was in a financial situation which precluded its ability to meet the cost of either last offer of settlement, or for that matter any of the increases mandated by any of the orders.

In examining the data regarding the comparable communities, there are several points which must be highlighted. For instance, dealing with the top paid patrolman, it is noted that utilizing the



rate of \$29,441.00 which existed on 7/1/86, and the final salary rate which would exist on 4/1/90 per the Union's offer, i.e., \$32,984.00, the percentage increase between the two figures is approximately 12 percent. To state it in another fashion, if we multiply the salary rate for top paid patrolmen existing on 7/1/86, by just a little more than 12 percent, we end up with the salary sought by the Union as of 4/1/90, which is \$32,984.00. Utilizing the same methodology and substituting the Union's salary rate as of 10/1/88, the increase for the period 7/1/86 through 10/1/88, is about 8.2 percent. Of course the one year increase, that is, from 7/1/86 to 10/1/87, is 2.5 percent, per the Union's offer.

The total percentage increase utilizing the \$29,441.00 existing on 7/1/86, when compared to the City's last offer of settlement and the figure which would exist on 10/1/89, amounts to approximately 8.2 percent. In other words, if you multiply the salary rate existing on 7/1/86, i.e., \$29,441.00, by about 8.2 percent, we end up with the City's final year last offer of settlement of \$31,859.00. The same methodology applied to the difference of salary rates of 7/1/86 and the City's last offer of settlement effective 10/1/88 leads to a difference of about 5.6 percent. In other words, if you multiply the 7/1/86 top paid patrolman figure of \$29,441.00 by approximately 5.6 percent, you end up with the \$31,082.00 offered by the City as of 10/1/88. Of course the percentage increase from 7/1/86 to 10/1/87 offered by the City is 3 percent.

Analyzing the comparable data in the same fashion and beginning with Allen Park, which has a salary figure for 10/1/89, the percentage

difference in the salary existing on 10/1/89 in Allen Park versus the salary on 9/30/86 is 12.5 percent.

Wayne has a salary figure for 10/1/89 and when that figure is compared to the salary rate on 9/30/86, it is noted that the difference is 10.4 percent. Wyandotte also has a salary figure for 10/1/89 and when compared to the rate existing on 9/30/86, the total increase is 12.5 percent.

Obviously where the data is available, and utilizing this method of comparison, it is apparent that the comparable data makes the Union's last offer of settlement much more acceptable than the City's.

When the same method of comparison is utilized for communities where the most recent salary figures are 10/1/88, the results are a little narrower. For instance, in Inkster the difference between the salary on 9/30/86 and that on 10/1/88, is 7.1 percent. In Dearborn Heights the difference between the salary on 9/30/86 and 10/1/88 is about 6.1 percent. In Trenton the percentage difference for the salary rates for the same dates is about 9.2 percent. Lincoln Park, utilizing the 9/30/86 salary of \$30,365.00, as contained in the contract, had a percentage difference between that date and 10/1/88 of about 7.1 percent. In such a comparison three of the communities had a percentage increase which is more comparable to the Union's last offer of settlement than the City's. If we examine the first year increase it is apparent that the City's last offer of settlement receives greater support from the comparables than the Union's because on 10/1/88 the City's last offer of settlement contains a salary figure which is indeed higher than the

figure contained in the Union's last offer of settlement. This of course changes through the progression of the Union's last offer of settlement because it contains many more increases.

If we look at the data just from the viewpoint of ranking, it appears that as of 9/30/86 Garden City would have ranked fifth out of nine communities. As of 10/1/87 both the City's and the Union's figures would rank sixth out of nine communities. As of 10/1/88 the Union's last offer of settlement would rank fourth out of eight, while the City's would be fifth out of eight. As of 10/1/89 both the City's and the Union's last offer of settlement would rank third out of four communities.

Obviously there are other methods of comparing the Union's and the City's last offer of settlement, vis-a-vis the top paid patrolman, to the data regarding the comparable communities. Yet, it is apparent from the above and any other reasonable examination of the data, that the evidence regarding the comparable communities establishes that the Union's last offer of settlement is more acceptable than the City's.

The evidence regarding cost of living is comprised of the consumer price index figures, urban wage earners and clerical workers, from the periods January 1985 through and including November of 1988. Utilizing the index of January 1986 and comparing it with the index on November 1988, shows an approximate 9.3 percent change. If we look at the data from January 1987 compared to November 1988, there is about an 8.2 percent change. Keeping in mind the salary figures which would

exist in close proximity to those dates, it becomes apparent that the Union's last offer of settlement is more acceptable.

The evidence regarding the average percentage wage increases for the seven employment units in the City does tend to establish, although not in very precise terms, that the percentage increases since 1976 have been somewhat uniform. Of course there are many variations with one unit receiving more or less than the others. However, in all fairness there is a loose uniformity regarding wage increases for the various units. During the time we are dealing with now, however, the exhibit, City Exhibit 19, does not contain data for the police command unit. It does establish that the City's last offer of settlement, percentage-wise, has been accepted by the firefighters and the AFSCME units and with some degree of variation by the other two.

There was some suggestion of the City's last offer of settlement being closer in parity with the firefighters' wage rate during the same period. This may be true, but the fact is there is no evidence suggesting that parity is a continuous feature of the salary rates between firefighters and patrol unit officers.

The overall compensation, as referred to in Section 9, was carefully considered as were the other factors contained in the Section.

In relation to the top paid patrolman rate, the panel is forced to conclude that the Union's last offer of settlement is much more acceptable.

Before moving on to the question of the detective/sergeant's salary rate, it should be noted that the City's last offer of settlement

regarding change in the incremental salary increases from start to four years does nothing more than even out the step increases. While the panel is precluded from implementing the City's proposal, the parties may wish to address the question independent of this arbitration.

The dispute regarding the detective/sergeant differential presents many very interesting questions. Currently the detective division has two detective/sergeants and one detective/lieutenant, so at most the order in this area would affect two officers.

The title detective/sergeant came about back in 1983 when the ranks in the department were retitled. For instance, corporals became sergeants, sergeants became lieutenants and detectives became detective/sergeants, lieutenants became captains and captains became deputy chiefs. Part of the agreement with the then bargaining agent was outlined in City Exhibit 2. Two of the most pertinent portions indicated that detective/sergeants would be allowed to test for the position of lieutenant and, secondly, retitling of the ranks was not to be utilized as a vehicle for obtaining additional compensation in excess of the annual increments otherwise sought in the collective bargaining process. The agreement went on to indicate that "for the purposes of compensation with other communities, current descriptions and job titles shall be used for determining compensation comparability with these communities, using the date of 7/1/82 as a mutually recognized benchmark date." It should be pointed out that in the panel's opinion its actions in this case are in complete accord with the above understandings, if the understandings apply, which given the process of collective bargaining, is questionable.

As explained in the testimony, in order to become a detective/sergeant a senior patrolman must go through competitive testing and be placed on an eligibility list. There is a testing procedure for detective/sergeant and a different testing procedure for uniform sergeant. As of the date of the arbitration, there could not be lateral transfers between the command sergeants, which I will also refer to as uniform sergeants, and detective sergeants.

The job descriptions for a detective, i.e., detective/sergeant, and uniform sergeant are contained in the record and were examined. Of course there are differences between the two and they are noted. It is also recognized that the detective/sergeant position is in the non-supervisory unit. However, as explained in the testimony, to some degree the detective/sergeant assigns work to other officers and enforces work rules. The detective/sergeant also may recommend discipline. At a crime scene a detective/sergeant is in charge. He also may or may not authorize overtime.

It is true, as suggested by the City, that it is difficult to make a precise comparison between the classification of detective/sergeant as it exists in Garden City and the classifications of detective, sergeant or detective/sergeant as they may exist in the other communities. The evidence establishes that the comparable communities may have differing structures which of course make comparison more difficult.

However, there are some points which are pretty well established. First, there is no doubt that in Garden City the detective/sergant rank

is one of the classifications which a senior officer may be promoted into. The other is uniform sergeant. Secondly, the detective/sergeant and uniform sergeant can both test for lieutenant. Even though there is a recognized difference in responsibilities between the two classifications, at least their status in the department is adequate to allow occupants of both to test for uniform lieutenant.

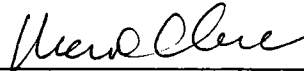
Additionally, the wage data contained in the record regarding the comparable communities involves the first position into which a senior patrolman may be promoted. According to the documents, that may be sergeant, detective/sergeant or detective, and as I said, while the comparison isn't as precise as in the senior patrol analysis, the fact is that the wage levels, where the data is available, far exceeds that contained in the City's last offer of settlement. The Union's last offer of settlement is much closer to the comparable data.

Regardless of the title of the classification in the comparable communities, an analysis of the available evidence regarding responsibilities and duties performed, support adoption of the Union's last offer of settlement.

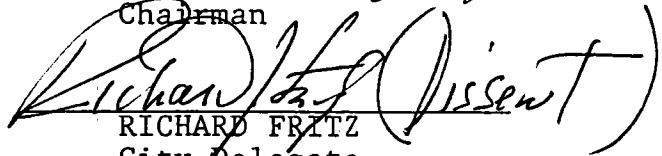
In summary, the panel must conclude that a careful analysis of the evidence and an application of the factors in Section 9 of the statute require the adoption of the Union's last offer of settlement. This of course includes the salary schedule for patrolman and the 7 percent differential increase for detective/sergeant.

ORDER

The Union's last offer of settlement is adopted.



MARIO CHIESA 2-7-90  
Chairman



RICHARD FRITZ  
City Delegate



SHET OPOLSKI  
Union Delegate



ORDER

The Union's last offer of settlement is adopted.



MARIO CHIESA 2-7-90  
Chairman

(S) dissent

RICHARD FRITZ  
City Delegate



CHET OPOLSKI 2-1-90  
Union Delegate

HOSPITALIZATION - MEDICAL- SURGICAL - MASTER MEDICAL  
AND PDP - ARTICLE 13 - ECONOMIC

This discussion will involve the issues related to hospitalization, etc., including the issue of hospitalization coverage for retiree/spouse. I say this because I note the Union has placed that particular aspect of this issue under the retirement category. However, it is easier to deal with all these related issues at this point.

First of all, as I have stated, the dental/optical issue was withdrawn by the Union and that is the way it stands. Furthermore, the question of changing the "prevent" program to predetermination has been settled and such a change will be made effective 90 days after the award.

The outstanding disputes have to do with the so-called ledger system and the benefits that will be available to retirees and retiree/spouses.

Currently retirees are eligible to receive single subscriber, MVF-1, no riders, 365 day coverage. The precise language is outlined on page 16 of the prior Collective Bargaining Agreement. However, the insurance is paid for by the City utilizing a cost containment procedure known as the ledger system. In essence, the City's liability is limited to the extent that there is money in the ledger. The way it operates is that each week a dollar amount is put in the ledger system for each employee. This is a bookkeeping entry and there is no prefunding of the benefit. The insurance premiums for retirees are paid for from the amounts in the ledger.

The Union's last offer of settlement seeks to eliminate the ledger system and require the City to provide paid hospitalization for retirees as currently exists in the command unit. It also requests that the City provide hospitalization to the spouse of a retiree who retires on or after October 1, 1987.

The City's last offer does not eliminate the ledger system but increases the \$1.50 per week per employee contribution to \$7.50 per week. That would be effective October 1, 1987. Furthermore, the City's last offer of settlement provides that as of October 1, 1987 retirees meeting the criteria, i.e., age 55 or with 25 years of service, will be provided a maximum of two person (retiree and spouse), MVF-1, no rider, 365 day coverage insurance.

The Union maintains that no other comparable, or for that matter probably no other city in the state, uses the ledger system. It points out that since 1988 the command officers are not in the ledger system. Further, the Union indicates that in the patrol unit there are no retirees drawing benefits.

The Union argues that the system is essentially like a "trust me" deal because it isn't funded. It points out that the accumulated surplus in the retirement plan attests to its healthy status and, furthermore, it argues that the law allows the Pension Board to pay for medical, hospitalization or nursing care. It argues that Garden City has the lowest pension contribution rate of all the comparables and this applies ample evidence for granting the Union's request. Furthermore, the Union points out that the evidence clearly establishes that both the retiree and spouse should be covered by hospitalization insurance.

The City points out that historically the patrol unit, like a majority of other City employees, utilize the ledger system for covering costs of medical health insurance for retirees. The City argues that one employee has his insurance premiums paid from the ledger, although one other is eligible.

It maintains that the command unit's departure from the ledger system was a result of a 312 award and not a negotiated change. The City argues that its last offer of settlement allows for a continuation of the ledger system with an expansion of the benefit to take care of present and future retirees during the duration of the agreement. It argues that the cost containment ledger system is necessary because it has been projected that within 15 years costs could be over 1.5 million dollars.

The evidence establishes that at the time of the arbitration this bargaining unit was covered by the ledger system as were the firefighters and the AFSCME units. The contribution rate varied for the different units.

The testimony also establishes that there is one employee who is eligible, although at the time of the hearing he was covered by his wife's insurance, and another member had retired on June 29, 1988.

The data involving the comparable communities suggests that those communities have varying schemes, most of which provide for complete or partial payment of retiree and spouse insurance premiums.

Furthermore, as suggested pursuant to a 312 award issued in 1988, on and after June 29, 1988 command unit retirees who meet the 55-25 standard are furnished the same hospitalization and medical coverage

provided to active employees. This includes a retiree, spouse and dependents.

In examining the record it is apparent that the data regarding comparable communities suggests that the coverage in the ledger system existing in the patrol unit is unique. It appears that most of the City units were involved in the ledger system until the command unit was removed, via an arbitration award issued by Arbitrator Ruth Kahn. So, certainly given this background, it is not surprising that the current provisions involving the patrol unit are different than those existing in comparable communities.

In relation to spousal coverage it is noted that the City's last offer of settlement makes provision for covering a spouse of a retiree. This of course is a change from the prior language and in general terms is much more in keeping with what takes place in the comparable communities.

The evidence also establishes that regardless of which last offer of settlement is adopted, except for the specific differences in insurance coverage, the two involved retirees, if indeed they both collect benefits, will be adequately provided for through the term of the contract and probably into the future. This is important to keep in mind because it is noted that this Collective Bargaining Agreement by its own terms will expire on September 30, 1990. So, even though the Union has characterized the ledger system as a "trust me" deal, the fact is that the increase in the book contribution rates should provide adequate dollars to pay for needed insurance coverage. The

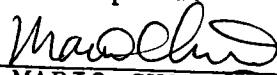
fact that the payments may be made out of current operating funds rather than from a previously funded source isn't really startling. However, it certainly makes good sense for the parties to revisit this question, because as pointed out by the Union, Michigan law allows pension funds to be utilized to pay for such benefits. Given the current status of the pension fund, it should be relatively easy for the fund to manage paying any future premiums.

Nevertheless, a careful examination of the record convinces the panel that the City's last offer of settlement should be adopted. There are substantial increases afforded the bargaining unit through other awards emanating from this arbitration. Furthermore, as indicated above, adoption of the City's last offer of settlement in essence provides adequate coverage for current retirees and spouses. It seems at most perhaps one retiree is utilizing the benefits. The fact that the comparable data supports the Union's position is not remarkable because the system existing in the City is rather unique to begin with. However, that system still exists for a number of units, including the firefighters and the AFSCME units.

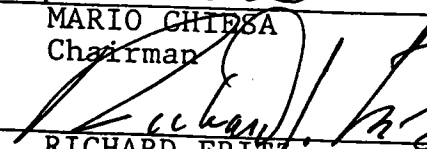
In summary, the panel finds it is appropriate to adopt the City's last offer of settlement.

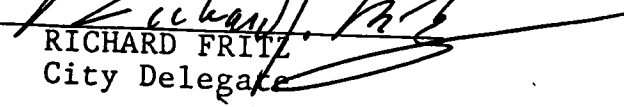
#### ORDER

The City's last offer of settlement is adopted.

  
MARIO CHIESA  
Chairman

2-7-90

  
RICHARD FRITZ  
City Delegate

  
(S) dissent  
CHET OPOLSKI  
Union Delegate


fact that the payments may be made out of current operating funds rather than from a previously funded source isn't really startling. However, it certainly makes good sense for the parties to revisit this question, because as pointed out by the Union, Michigan law allows pension funds to be utilized to pay for such benefits. Given the current status of the pension fund, it should be relatively easy for the fund to manage paying any future premiums.

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In summary, the panel finds it is appropriate to adopt the City's last offer of settlement.

ORDER


The City's last offer of settlement is adopted.

  
MARIO CHIESA

Chairman 2-7-90

(5)  
RICHARD FRITZ

City Delegate

  
CHET OPOLSKI

Union Delegate

"DISSENT"

2-1-90

RETIREMENT - ARTICLE 16 - ECONOMIC

This economic issue involves the multiplier used in the formula to determine pension benefit.

The current pension structure involves a formula utilizing a 2 percent factor applied to FAC for the first 25 years of service, with one percent being applied for each year of excess service. Officers may retire after 25 years of service, or at age 55 with 10 years of service. Additionally, the officers are included in social security and the appropriate contributions are made. Another feature of the current pension plan is an escalator which provides a formula for increasing pension benefits for retirees. It is a yearly adjustment utilizing consumer price index for calculations and a 2 percent factor.

The Union's last offer of settlement would increase the multiplier factor applied to final average compensation for both regular and duty disability retirees from 2 percent to 2.5 percent.

The City seeks a continuation of the status quo. The Union argues that the pension fund is so well funded at this point that it could easily support the 2.5 increase. It argues that the City's contribution is less than any of the comparable communities, while a majority of the communities utilize a factor greater than 2 percent. It maintains that the evidence establishes its last offer of settlement should be adopted.

The City maintains that there are really too many differences between the pension system existing in comparable communities and its own to make a meaningful comparison. For instance, it points out that



in Garden City officers who retire receive a yearly escalation. It points out that unlike other communities, Garden City has no age limit, with 25 years of service. Furthermore, social security coverage is afforded the officers in Garden City and not in all the other communities. Furthermore, it points out that the multiplier issue was dealt with by arbitrators in the firefighter and command officer units with the result that the 2 percent figure continued.

Additionally, the City maintains that the replacement ratio is more than adequate without the 2.5 percent increase. "Replacement ratio" equals the ratio of "retirement income after taxes" to the "indexed after tax working pay" of a member. The "indexed after tax working pay" is a member's final year after tax working pay, indexed after retirement to reflect the cost of living changes in a retired couple's budget.

The record establishes that the pension fund is in extremely good shape and that combined with other aspects, suggests that the City could afford the increase in the multiplier factor. However, that's only half the equation.

For instance, it is true that some other comparable communities utilize the 2.5 percent factor. However, in many other areas the pension plan in Garden City can be considered superior. For instance, it allows retirement after 25 years of service regardless of an officer's age. By no means is that a universal feature in the comparable communities. Also, officers are covered by social security. This is not so for about half of the comparable communities. When social security kicks in there is an added increase in pension and inflation protection. The employee


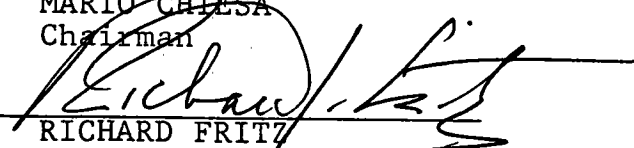
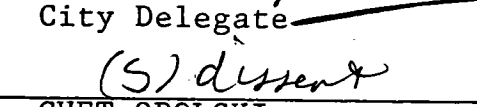
rate of contribution, i.e., 5 percent, is not remarkable with many communities having a higher rate. It is true that the contribution rate for Garden City is lowest of all the communities including Lincoln Park. However, that conclusion doesn't include social security contributions.

Also, it is apparent from the record that retirees have the benefit of an escalation clause which to a degree increases their pension benefits in an attempt to deal with cost of living increases. Of course when employees become eligible for social security, there is increased income and COLA protection.

After carefully examining the record, the panel has come to the conclusion that the Union's last offer of settlement should be rejected and the status quo should continue, as contained in the City's last offer of settlement.

ORDER

The City's last offer of settlement is adopted and, hence, the status quo will continue.

 2-7-90  
MARIO CHIESA  
Chairman  
  
RICHARD FRITZ  
City Delegate  
  
CHET OPOLSKI  
Union Delegate

rate of contribution, i.e., 5 percent, is not remarkable with many communities having a higher rate. It is true that the contribution rate for Garden City is lowest of all the communities including Lincoln Park. However, that conclusion doesn't include social security contributions.

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ORDER


The City's last offer of settlement is adopted and, hence, the status quo will continue.



MARIO CHIESA  
Chairman

(S)

RICHARD FRITZ  
City Delegate

  
CHET OPOLSKI  
Union Delegate

"DISSENT"  
2-1-90

DUTY DISABILITY - ARTICLE 16 - ECONOMIC

Currently officers in this unit are eligible for a duty disability benefit equal to 2 percent of the member's average final compensation, multiplied by his years and fraction of his years of credited service with a minimum benefit of 20 percent of the member's average final compensation." This continues until a member qualifies for normal retirement.

The Union's last offer of settlement would establish a duty disability pension benefit of two-thirds or 66 2/3 percent of an employee's final average compensation until normal retirement benefits begins. The City desires to continue the status quo.

The Union argues that the two-thirds benefit for on-the-job injury is fairly common. It points out that the data regarding the comparable communities establishes that the current level of this benefit is deficient. It argues that officers in this unit are more exposed to the hazards of the occupation than command officers are and yet the command officers receive two-thirds of final average compensation as a duty disability benefit.

The City points out that the duty disability coverage is a part of the charter provision. Further, it suggests that of the external comparables only one community, Allen Park, has a similar benefit. It maintains the other six have differing benefits. Further, it argues there is no other persuasive evidence which the panel may lawfully base an award upon.

The record contains a document from Gabriel Roeder Smith and Company, the City's actuaries, suggesting that a disability pension of 66 2/3 of average final compensation would require first year dollars, based on 6/30/87 valuation payroll, of \$11,605.00. However, it appears that the individual who did the calculations did not draw a distinction between duty and non-duty disability. Also, the cost figures are projections which, as pointed out in the testimony, are subject to change as reality becomes known.

There are varying benefit levels available in the comparable communities, but it does appear that for the most part the levels exceed that which are currently available in Garden City. For instance, Allen Park provides 66 2/3 percent of final earnings until retirement age. There is a worker's compensation offset. Lincoln Park provides 55 percent of final average compensation or final average earnings as the term is used in the documents. Southgate provides 50 percent of final average earnings until age 55 when regular retirement with additional service credit kicks in. Wyandotte provides regular retirement as duty disability. The benefits available in the other comparable communities follow this general theme, although they do vary in some specifics.

What is very interesting to note, however, is that the command officers receive the same benefit now sought by the patrol unit. Furthermore, the evidence establishes that in order to be eligible for a duty disability, an officer must have one year of service. The evidence does

not establish that this is the case in the comparable communities.

It is apparent that if the Union's last offer of settlement were adopted, the 66 2/3 percent disability retirement benefit would be higher than the percentage benefit offered in many, if not most, of the comparable communities.

After carefully considering the evidence, the panel has come to the conclusion that the Union's last offer of settlement should be accepted. While it is difficult to project the cost of the benefit, the dollars related in City Exhibit 3, per the testimony, were based upon a disability pension drawing no distinction between duty and non-duty disabilities. It seems that the \$11,600.00 mentioned would be less if the level of benefit sought by the Union related only to duty disability, as it does.

Furthermore, the current disability provisions are less of a benefit than that received by officers in comparable communities. Additionally, this very important benefit is currently received by the command unit, the only other unit in the City operating in the police environment.

It is understood by the panel that adoption of the Union's last offer of settlement would only affect the duty disability benefit to the extent that the same provisions existing in the command unit would exist in the patrol unit. There wouldn't be any changes in the non-duty disability benefit provisions, if any.

There doesn't seem to be any indication in the record as to when the Union suggests its last offer of settlement becomes effective. Nevertheless, the panel orders that it become effective upon issuance of this award.

ORDER

The Union's last offer of settlement is adopted. It shall become effective upon the issuance of this order.

*M. Chiesa* 2-7-90  
MARIO CHIESA  
Chairman  
*Richard Fritz* *(Dissent)*  
RICHARD FRITZ  
City Delegate  
*(S)*  
CHET OPOLSKI  
Union Delegate

ORDER

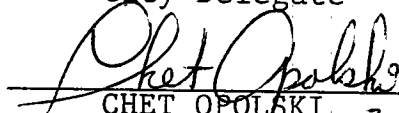
The Union's last offer of settlement is adopted. It shall become effective upon the issuance of this order.



MARIO CHIESA 2-7-90  
Chairman



RICHARD FRITZ  
City Delegate



CHET OPOLSKI 2-1-90  
Union Delegate



## HOLIDAYS - ARTICLE 8 - ECONOMIC

Article 8 of the prior Collective Bargaining Agreement deals with holddays. Section 8.1 lists 13 holidays. In general terms officers receive eight hours of pay at regular straight time for each holiday and if they work the holiday, are paid time and one-half in addition to regular holiday pay. If the officer was not previously scheduled for the holiday, he is paid double time in addition to regular holiday pay.

As can be seen from the City's last offer of settlement, the City seeks to eliminate two holidays for employees hired after the date of the arbitration award. Those holidays are Lincoln's and Washington's Birthday.

The Union wishes to maintain the status quo explained above. The City suggests the motivating factor for its efforts to reduce the number of holidays for new hires is cost containment and points out that some of the other units in the City have agreed to fewer holidays.

The Union argues that except for Dearborn Heights, none of the police departments in the comparable communities utilizes a two-tier holiday system. It suggests that the evidence establishes that the City's position has no basis, logic or evidence.

The evidence does establish that the last contracts negotiated with the City's AFSCME and supervisory groups contain modifications of the prior holiday provisions. According to the testimony, the units originally had 13 holidays; that is, they received days off for 11 holidays and were allowed two floating holidays. This provision was

modified so that new hires would not enjoy the two floating holidays and thus receive 11 holidays.

Patrol officers in Allen Park receive 9 holidays, Lincoln Park - 12, Inkster - 13, Southgate - 11, Trenton - 13, and Wayne - 11. Wyandotte officers receive 6.4% of base pay, which according to the calculations contained on the City's exhibit, equates to 11 holidays. Dearborn Heights is the only community which utilizes a different procedure for new hires. Officers hired after 7/1/83 can potentially receive the same 12 holidays received by officers hired before that date, but the number of holidays are increased according to seniority. A first year officer receives seven holidays with one additional holiday for each year of service up to the sixth year where the number of holidays caps out at 12.

As explored in the examination of prior issues, the City hasn't really taken the position, nor established that it is currently suffering financial difficulties. Of course, I don't mean to suggest the City shouldn't take a long-term look at its financial position and try to implement cost containment factors whenever possible. However, what I am suggesting is that the evidence hasn't established a current acute crisis which would supply more basis for adopting the City's position.

The record also establishes that the prior command officer contract, 1985 through 1987, and the firefighter contract, 1987 through 1990; both identify 13 holidays.

As it relates to the holiday benefit, adoption of the City's last offer of settlement would create a situation where employees performing the same work would be receiving two different levels of holiday benefit. This type of benefit structure has not been adopted by any

of the comparables, including Dearborn Heights which the City maintains isn't comparable. While Dearborn Heights changes the time at which officers receive 12 paid holidays, ultimately all officers receive the same amount.

The fact that a couple of units in the City may have agreed to a two-tier system is interesting, but not all that convincing. What they received is always an open question, and furthermore, units involved with public safety, including the police command and firefighters, still receive 13 holidays with no indications in their respective contracts of a two-tier system.

Given the record, the panel must conclude that the City's last offer of settlement regarding holidays cannot be adopted and the status quo requested by the Union must be maintained.

ORDER

The Union's last offer of settlement is adopted and hence the status quo shall continue.

*Memo Clerk 2-7-80*  
\_\_\_\_\_  
MARIO CHIESA  
Chairman  
*(Richard Fritz)*  
\_\_\_\_\_  
RICHARD FRITZ  
City Delegate  
*(S)*  
\_\_\_\_\_  
CHET OPOLSKI  
Union Delegate

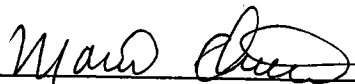
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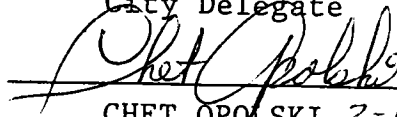
The Union's last offer of settlement is adopted and hence the status quo shall continue.



MARIO CHIESA 2-7-90  
Chairman

*(5) dissent*

RICHARD FRITZ  
City Delegate



CHET OPOLSKI 2-1-90  
Union Delegate

## VACATIONS - ARTICLE 9 - ECONOMIC

This is an economic issue and involves Article 9 of the prior contract, specifically 9.1. That language provides in general terms that an officer with one but less than five years of continuous service will receive 12 days of vacation with pay. An officer with five but less than 10 receives 18 days, and an officer with 10 receives 24 vacation days. An officer who has completed 15 years of continuous service, receives 25 days. One with 18 years receives 26 and one with 20 years receives 27 days.

The specific language in the City's last offer of settlement is contained in Appendix A, but in essence, it would modify the vacation structure for officers hired after the date of the award. An officer with one but less than two years of service would receive six days, one with two but less than five receives 12, one with five but less than 10 would receive 18, and an officer who has completed 10 years of service would receive 24.

The City's last offer of settlement changes both the progression and the maximum number of vacation days an officer may earn. The Union seeks continuation of the status quo.

The City maintains that the acceptance of its position would institute a cost containing measure. It argues that it will affect only new employees and points out that Dearborn Heights, again a community which it indicates is not comparable, has a different vacation schedule for new hires.

The Union argues that the City's position does nothing more than arbitrarily institute a two-tier system. It points out that in Dearborn Heights there is a variation for new hires, but ultimately all officers end up with the same amount of vacation, with the chance of one additional day per year after 10 years not to exceed 27 days after 17 years. It argues that none of the other bargaining units within the City have a two-tier system and that there is just no support for the City's position.

With the exception of Dearborn Heights which has a variation, as contained in the Union's arguments, none of the comparable communities has a two-tier vacation procedure either in regards to accumulation or maximum number of available days.

Furthermore, a review of the transcript establishes that while perhaps the City and other units have discussed the concept, there were no changes made in any of the contracts establishing a two-tier system now sought in the patrol unit.

Additionally, the evidence establishes that the patrol unit's vacation schedule is the same as contained in the 1985-1987 command officer's contract.

An examination of the firefighters' contract for 1987-1990 indicates that firefighters working 40 hours per week have essentially the same schedule as the patrol and command officers in the police department.

Again, there was no evidence suggesting that there was a current financial climate which could be utilized to justify the type of

alterations in the vacation language sought by the City.

After carefully considering the above, as well as all other evidence and arguments in the record, it is quite apparent that there is little, if any, evidence supporting the City's last offer of settlement. Adoption of the City's last offer of settlement would, like in the holiday issue, create two classes of officers, both performing the same job and yet each receiving a different vacation benefit. While perhaps a record could be developed which would support the establishment of such a work environment, this record doesn't and essentially there is little or no evidence supporting the City's position.

As a result, the panel has no alternative but to deny the City's last offer of settlement and adopt the Union's which seeks a continuation of the status quo.

ORDER

The Union's last offer of settlement is adopted and, hence, the status quo shall continue.

*Murphy 2-7-90*  
\_\_\_\_\_  
MARIO CHIESA  
Chairman

*(Dissew)*  
\_\_\_\_\_  
RICHARD FRITZ  
City Delegate

*(S)*  
\_\_\_\_\_  
CHET OPOLSKI  
Union Delegate

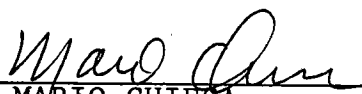
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As a result, the panel has no alternative but to deny the City's last offer of settlement and adopt the Union's which seeks a continuation of the status quo.

ORDER

The Union's last offer of settlement is adopted and, hence, the status quo shall continue.

  
\_\_\_\_\_  
MARIO CHIESA  
Chairman 2-7-90

*CS / dissent*  
\_\_\_\_\_  
RICHARD FRITZ  
City Delegate

  
\_\_\_\_\_  
CHET OPOLSKI 2-1-90  
Union Delegate



SICKNESS AND ACCIDENT INSURANCE - ARTICLE 10.7 - ECONOMIC

In summary, the provisions of 10.7 of the prior Collective Bargaining Agreement provides for sickness and accident coverage beginning with the second day in the case of accident, and the ninth day in case of illness. An officer is provided 65 percent of his/her weekly salary for a maximum of 52 weeks.

The City's last offer of settlement seeks to change the above provision for officers hired after the date of the award. They will receive coverage on the 31st day of disability and receive 60 percent of weekly salary for a period of 52 weeks. The Union seeks continuation of the status quo.

The testimony establishes that the City made the above proposal and, hence, its last offer of settlement in an effort to try to contain the cost of the benefit.

The record establishes that the sickness and accident coverage afforded the firefighters in their latest contract is essentially the same as the police command unit and both are essentially the same as the provision in the prior patrol contract. Furthermore, there is no evidence suggesting that any other of the City's bargaining units have agreed to the two-tier system.


The evidence regarding the comparable communities establishes that, again, only Dearborn Heights has a variation in its S&A program for new hires which delays the benefit until the second year of bargaining unit employment.

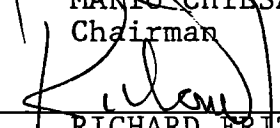
There is no indication how much expense would be realized if the City's proposal would be adopted.


It is quite clear from an examination of this record that the City's last offer of settlement must be rejected. The status quo should continue.

ORDER

The Union's last offer of settlement is adopted and, hence the status quo shall continue.

 2-7-90  
\_\_\_\_\_  
MARIO CHIESA  
Chairman

  
\_\_\_\_\_  
RICHARD FRITZ  
City Delegate

 (Dissent)  
\_\_\_\_\_  
CHET OPOLSKI  
Union Delegate

It is quite clear from an examination of this record that the City's last offer of settlement must be rejected. The status quo should continue.

ORDER

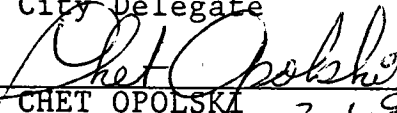
The Union's last offer of settlement is adopted and, hence the status quo shall continue.



MARIO CHIESA 2-7-90  
Chairman



RICHARD FRITZ  
City Delegate



CHET OPOLSKI 2-1-90  
Union Delegate

LONGEVITY - ARTICLE 12 - ECONOMIC

The language in the prior contract dealing with this economic issue is contained in Article 12, specifically 12.1. The language provides that officers who have completed one or more years of continuous service since their last hiring date will receive a lump sum payment made on or before December 1 of each year in the amount of \$35.00 per year for each year of continuous service. The cap is \$650.00.

The City's last offer of settlement would modify the current longevity provision by instituting longevity payments after an officer completed 48 months, or four years of continuous employment. At that time the officer would begin receiving \$35.00 per year for each year of continuous service with the cap remaining at \$650.00. The Union's position is to maintain the status quo.

The City maintains that its proposal is a cost containment measure which has been adopted by three of the City's other bargaining units. The Union argues that Dearborn Heights is the only comparable community which uses the two-tier system. It argues that notwithstanding the fact that three of the other bargaining units employed in the City have agreed to a longevity modification, the command unit has not.

This issue again presents the potential of creating a work environment where officers performing the same job would receive a different benefit. Realizing that longevity is deferred for four years, it appears that the amount of money saved for new hires would be equal to six times \$35.00 or \$210.00. Even if that calculation is incorrect, it is clear there is minimum potential for savings, all at the cost of

creating dual benefit levels in the same bargaining unit.

The data regarding the comparable communities establishes that only Dearborn Heights has a modified longevity schedule for new hires. While examining the evidence, it is also noted that the \$650.00 cap, while certainly being on the high side of caps existing in comparable communities, is not extraordinary when compared to those communities.

While, as suggested by the City, three of its bargaining units have accepted the differential in longevity payments between current employees and new hires, it is just as obvious that police command has not agreed to such a change.

The evidence does not establish that it would be appropriate to adopt the City's last offer of settlement and change the status quo.

ORDER

The Union's last offer of settlement is adopted and, hence, the status quo shall continue.

*Handwritten: 2-7-90*  
\_\_\_\_\_  
MARIO GHIESA  
Chairman  
*Handwritten: (Dissent)*  
\_\_\_\_\_  
RICHARD FRITZ  
City Delegate  
*Handwritten: (S)*  
\_\_\_\_\_  
CHET OPOLSKI  
Union Delegate

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ORDER

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MARIO CHIESA  
Chairman 2-7-90

(5) dissent  
  
RICHARD FRITZ  
City Delegate

  
CHET OPOLSKI 2-1-90  
Union Delegate

### HOSPITALIZATION INSURANCE - ARTICLE 13 - ECONOMIC

This is an economic issue and concerns the hospitalization insurance outlined at 13.1 of the prior contract.

The City's last offer of settlement deals only with the first paragraph of 13.1 and if adopted would change the coverage of hospitalization insurance for those employees hired after the date of the award. The Union seeks a continuation of the status quo.

The City again argues that its last offer of settlement is an effort to contain costs. It maintains that most comparable communities provide less benefits and Dearborn Heights has a different benefit for new hires. It relates that four of the six City units have agreed to reduce benefits for medical insurance.

The Union argues that the City's concept of reducing insurance benefits for new hires was not contained in the command officer's prior contract and, further, that the only variation for new hires existing in the comparable communities is in Dearborn Heights.

Adoption of the City's last offer of settlement would, as in several of the prior issues, create a different benefit level for bargaining unit employees performing the same job functions. It hasn't been established that that is a particularly desirable situation for the department to be in. I realize there would be some cost savings, the total extent of which is not clear, but there is bound to be an effect on members of the unit beyond the difference in hospitalization coverage.

According to the City's evidence, the non-sworn police unit, the Supervisory and Professional Personnel Association, AFSCME, and

the firefighters, agreed to a modification of prior hospitalization language which includes a two-tier structure. The command unit hasn't entered into such an agreement and of course the patrol unit is resisting same.

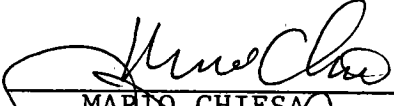
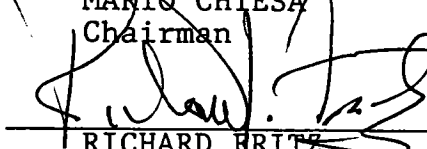
An examination of the evidence regarding comparable communities established that none, except Dearborn Heights, provides a different health insurance for new hires. In Dearborn Heights it appears that officers hired subsequent to July 1, 1983, are covered by a plan which provides less benefits than officers employed at that time.

It does appear that the current patrol coverage in some respects exceeds that provided in other communities. However, it is questionable whether that state of affairs warrants establishing a two-tier system in Garden City.

A careful examination of the record leads to the conclusion that the City's last offer of settlement should be rejected and the status quo continued.

ORDER

The Union's last offer of settlement is adopted and, hence the status quo shall continue.

 2-7-90  
MARIO CHIESA  
Chairman  
  
RICHARD FRITZ  
City Delegate  
(S)  
CHET OPOLSKI  
Union Delegate  
(Dissent)



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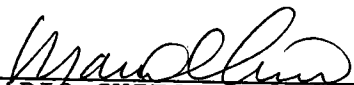
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A careful examination of the record leads to the conclusion that the City's last offer of settlement should be rejected and the status quo continued.

ORDER

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MARIO CHIESA

Chairman 2-7-90

(s)   
RICHARD FRITZ

City Delegate

  
CHET OPOLSKI

Union Delegate 2-1-90

DRUG AND ALCOHOL TESTING FOR CAUSE - NEW ARTICLE - NONECONOMIC

The prior Collective Bargaining Agreement does not contain an express drug and alcohol testing program. The last offer of settlement submitted by the City is a comprehensive plan dealing with many of the aspects of a drug/alcohol testing program. It is attached in Appendix A and should be carefully studied. The Union's position is the continuation of the status quo.

The City submits that employees performing work having the dangerous nature of police officers must not even be perceived to be dependent on drugs or alcohol. It maintains that its last offer of settlement spells out a program of drug/alcohol testing and rehabilitation for those who require it. It maintains that its offer relates to a for-cause system and does not institute random testing.

The Union maintains that during the hearing many of the questions put to the witness concerning the application of the procedures could not be answered. It argues that the criteria outlined in the program are much too vague. It argues there is no showing that any of the comparable communities have a drug testing program and there is no evidence indicating there is any specific drug problem in this department. Further, the Union argues that the first time it saw the City's exhibit containing its last offer of settlement was at the hearing and any prior discussions were only general in nature.

There is no evidence in the record suggesting that any comparable community has a drug testing program. However, the fact there is no

language in a contract doesn't mean that a program may not exist. It has often been argued by communities that they have the right to test an employee for drug or alcohol use when reasonable suspicion is established and as such no formal program is needed.

The evidence also establishes that the specific items contained in the drug and alcohol program sought by the City were not discussed during negotiations. Furthermore, the record doesn't establish that there is an employee assistance program available to the officers.

The Union suggests in the TAs attached to its brief that the command unit did nothing more than agree that the City has the right to test employees for alcohol/substance abuse for just cause. The panel has already explored the status of the documents attached to the Union's brief, but it should be noted that even if the TA was formally introduced into the record, it wouldn't have any impact on this decision.

The Chairman agrees with the City's arguments that police officers should not even be perceived to have a substance problem. The existence of a formalized drug testing program instills confidence in the community and often enhances the perceived status of the officer.

There is really no quarrel with the fact that it would be appropriate at some point to institute such a program. The real question is whether the City's last offer of settlement should be accepted. After carefully considering the record, the panel must conclude that it shouldn't.

First of all, the City has presented a very comprehensive program, the specifics of which have not been discussed with the unit.

It certainly seems reasonable to conclude that a program of this nature would be much more acceptable and effective if the specifics were discussed prior to the submission to the panel. Furthermore, there is nothing in the record which establishes that the employee assistance program referred to in the City's last offer of settlement exists. I realize that one could be instituted or perhaps one has been instituted since the hearings, but the fact is that that program is an integral part of the drug testing rehabilitation structure which must be understood and explored.

Furthermore, as noted by Arbitrator Kahn in her decision regarding the command unit, when a drug testing program was rejected, it was pointed out that since the plan provided for summary termination under certain circumstances, joint discussion and further examination were warranted. I note that in the plan offered by the City there are at least three provisions that provide termination, i.e., 4.5, 6.1 and 6.2.

So, while the panel agrees that a drug/alcohol testing program for cause would not be inappropriate, the deficiencies noted above prohibit it from adopting the City's last offer of settlement.

ORDER

The Union's last offer of settlement is adopted and the status quo shall continue.

*Mario Chiesa* 2-7-90  
\_\_\_\_\_  
MARIO CHIESA  
Chairman  
*Richard Fritz*  
\_\_\_\_\_  
RICHARD FRITZ  
City Delgate  
*(S)*  
\_\_\_\_\_  
CHET OPOLSKI  
Union Delgate

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So, while the panel agrees that a drug/alcohol testing program for cause would not be inappropriate, the deficiencies noted above prohibit it from adopting the City's last offer of settlement.

ORDER

The Union's last offer of settlement is adopted and the status quo shall continue.

  
MARIO CHIESA 2-7-90  
Chairman

  
RICHARD FRITZ  
City Delgate

  
CHET OPOLSKI 2-1-90  
Union Delgate

A P P E N D I X      "A"

IN THE MATTER OF  
ARBITRATION UNDER ACT 312  
PUBLIC ACTS OF 1969  
AS AMENDED

BEFORE: MARIO CHIESA, ESQ., IMPARTIAL CHAIRMAN

CITY OF GARDEN CITY

- and -

FRATERNAL ORDER OF POLICE

ACT 312 CASE #D87 H-1976

CITY'S FINAL OFFER OF SETTLEMENT

CITY OF GARDEN CITY  
6000 Middlebelt  
Garden City, MI 48135  
(313) 525-8834

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UNION & CITY ISSUE - ARTICLE 7 - WAGES (APPENDIX A)

- 1) The City offers the following increases for present employees:

Detective/Sergeant and Patrolman (except for the start rate):

Effective October 1, 1987 - Three percent (3%) increase

Effective October 1, 1988 - Two and one-half percent (2 1/2%) increase

Effective October 1, 1989 - Two and one-half percent (2 1/2%) increase

This would make the wages during the contract period for present employees as follows:

	Effective 10-1-87	Effective 10-1-88	Effective 10-1-89
Detective/Sergeant	\$31,578	\$32,367	\$33,176
Patrolman:			
After 4 years	\$30,324	\$31,082	\$31,859
After 3 years	\$29,192	\$29,922	\$30,670
After 2 years	\$28,255	\$28,961	\$29,685
After 1 year	\$27,313	\$27,996	\$28,696
Start	\$21,641	\$21,641	\$21,641

- 2) The City offers the following rate schedule for employees hired after the date of the award:

	Effective after award	Effective 10-1-89
Patrolman:		
After 4 years	<del>\$31,082</del>	\$31,859
After 3 years	<del>\$26,650</del>	\$27,316
After 2 years	<del>\$24,600</del>	\$25,215
After 1 year	<del>\$22,550</del>	\$23,114
Start	\$21,641	\$21,641

**UNION ISSUE - ARTICLE 10.4 (b) - USE OF PAID SICK LEAVE**

Request - Eliminate 104 week cap.

The City rejects any changes, additions or deletions to the present contract regarding this issue, thereby maintaining the status quo for each of the three years of the contract.

**UNION ISSUE - ARTICLE 11 - AMOUNT OF PREMIUM/DEFINITIONS OF SHIFTS**

Request - increase afternoon premium from 18 cents to 25 cents  
- increase midnight premium from 36 cents to 45 cents

The City rejects any changes, additions or deletions to the present contract regarding this issue, thereby maintaining the status quo for each of the three years of the contract.

UNION ISSUE - ARTICLE 13.1 - HOSPITAL/MEDICAL/SURGICAL/MASTER  
MEDICAL & PDP

- 1) Request - change "prevent program" to predetermination

The City will change the "prevent program" to predetermination effective ninety days after the award is received.

- 2) Request - eliminate ledger and provide paid hospitalization for retirees.

(A) The City will not eliminate the ledger system, but will increase the amount credited to the ledger from one dollar and fifty cents (\$1.50) to seven dollars and fifty cents (\$7.50) per week for each full-time unit employee covered by the basic Blue Cross/Blue Shield insurance effective October 1, 1987.

The language change to Article 13.1 would be to change the fifth paragraph as follows:

Effective July 1, 1981, the City will, on a separate ledger, credit a bookkeeping account in the amount of one dollar and fifty cents (\$1.50) per week for each full-time unit employee covered by the basic Blue Cross/Blue Shield insurance. Effective October 1, 1987, the amount will be seven dollars and fifty cents (\$7.50) per week for each full-time unit employee covered by the basic Blue Cross/Blue Shield insurance.

(B) The City currently provides MVF-1 coverage for retirees. The City offers to provide MVF-1 coverage for the retirees spouse at the time of retirement and would continue to cover spouse if retiree precedes spouse in death unless remarried with an effective date of October 1, 1987.

The language change to Article 13.1 would be to add a new paragraph between the last and second from the last paragraph on page 16 of the present contract as follows:

Effective on and after October 1, 1987 and for retirees retiring on and after such date at age fifty-five (55) or with twenty-five (25) years of service, the City will furnish to the extent provided herein, two person (retiree and spouse at time of retirement) subscriber, hospital/medical/surgical insurance coverage, MVF-1, no riders, 365 day coverage (or equivalent insurance from another carrier). At age sixty-five (65) an eligible and entitled employee and spouse under this section shall be covered by the basic Blue Cross/Blue Shield Medicare Complimentary coverage or an equivalent insurance. If retiree precedes his/her spouse in death, spouse would be covered unless remarried.

**UNION ISSUE - ARTICLE 13.3 - OPTICAL/DENTAL COVERAGE**

Request - increase coverage

The City offers the following:

Eliminate the current language under Article 13.3 Paid Dental Plan for the I.B.T. Dental/Optical Plan and replace with the following language and coverage with an effective date of ninety days after the receipt of the award to allow for time to change coverage:

**Article 13.3**

A. Paid Dental Plan. Effective ninety days after the receipt of the award, the City will pay the full cost of single, two person, or family, as applicable, Blue Cross/Blue Shield Dental coverage. The Dental Plan shall provide benefits on a co-pay basis of 75/50/50, one thousand (\$1,000) maximum per covered person yearly. Benefit coverage shall be in accordance with the dental insurance contract between Blue Cross/Blue Shield and the City.

B. PAID OPTICAL PLAN. Effective ninety days after the receipt of the award, the City will provide Plan B Optical Care through the Co-Op Optical (with level premiums of \$61.80 per year).

**UNION ISSUE - ARTICLE 16 - RETIREMENT**

Request - Increase the benefit from 2% of final average compensation to 2.5% for regular and duty disability retirees.

The City rejects any changes, additions or deletions to the present contract regarding this issue, thereby maintaining the status quo for each of the three years of the contract.

**UNION ISSUE - ARTICLE 16 - DUTY DISABILITY**

Request - Duty disability retirees to receive 2/3 of FAC until normal retirement at which time benefits will convert to normal retirement benefits.

The City rejects any changes, additions or deletions to the present contract regarding this issue, thereby maintaining the status quo for each of the three years of the contract.

## CITY ISSUE - ARTICLE 8 - HOLIDAYS

Request - Eliminate Lincoln's Birthday and Washington's Birthday for employees hired after date of award.

(By making this change, present employees would receive thirteen (13) holidays per year and employees hired after date of award would receive eleven (11) holidays per year.)

The City requests the following language for Article 8.1:

8.1 List of Holidays: For employees hired prior to date of award the following days shall be recognized as holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

For employees hired after date of award the following days shall be recognized as holidays: New Year's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.



CITY ISSUE - ARTICLE 9 - VACATIONS

Request - Change vacation eligibility for employees hired after the date of award.

The City requests the following language for Article 9.1:

9.1 CONTINUOUS SERVICE/PAY: For employees hired prior to the date of the award who have completed one (1) or more years of continuous service for the City since their last hiring date, as of the anniversary date of their employment by the City, shall be eligible for vacation with pay in accordance with the following schedule:

- (a) An employee who, as of the anniversary date of his employment, has completed one (1) but less than five (5) years of continuous service with the City since his last hiring date shall receive twelve (12) days of vacation with pay.
- (b) An employee who, as of the anniversary date of his employment, has completed five (5) but less than ten (10) years of continuous service with the City since his last hiring date shall receive eighteen (18) days of vacation with pay.
- (c) An employee who, as of the anniversary date of his employment, has completed ten (10) years of continuous service with the City since his last hiring date shall receive twenty-four (24) days of vacation with pay.
- (d) An employee who, as of the anniversary date of his employment, has completed fifteen (15) years of continuous service with the City since his last hiring date shall receive twenty-five (25) days of vacation with pay.

At eighteen (18) years of continuous service...twenty-six (26) days of vacation with pay.

At twenty (20) years of continuous service...twenty-seven (27) days of vacation with pay.

For employees hired after the date of award who have completed one (1) or more years of continuous service for the City since their last hiring date, as of the anniversary date of their employment by the City, shall be eligible for vacation with pay in accordance with the following schedule:

- (a) An employee who, as of the anniversary date of his employment, has completed one (1) but less than two (2) years of continuous service with the City since his last hiring date shall receive six (6) days of vacation with pay.

- (b) An employee who, as of the anniversary date of his employment, has completed two (2) but less than five (5) years of continuous service with the City since his last hiring date shall receive twelve (12) days of vacation with pay.
- (c) An employee who, as of the anniversary date of his employment, has completed five (5) but less than ten (10) years of continuous service with the City since his last hiring date shall receive eighteen (18) days of vacation with pay.
- (d) An employee who, as of the anniversary date of his employment, has completed ten (10) years of continuous service with the City since his last hiring date shall receive twenty-four (24) days of vacation with pay.

**CITY ISSUE - ARTICLE 10.7 - SICKNESS AND ACCIDENT INSURANCE**

Request - Change coverage for employees hired after the date of the award to provide sickness and accident insurance on the 31st day of disability and provide a benefit of 60% of the employee's weekly salary for a maximum of 52 weeks and move this article from Article 10.7 to Article 13.6.

The City offers the following language for Article 13.6 to replace Article 10.7:

**13.6 Sickness and Accident Insurance:** For employees hired prior to the date of the award the City agrees to provide, for each full-time employee, Sickness and Accident Insurance or self-insurance if the Employer so elects, which, payable second day of accident, ninth day of sickness, shall provide a benefit of sixty five (65%) percent of the employee's weekly salary for a maximum of fifty-two (52) weeks. The specific details, limitations and conditions are to be governed by the policy or the Employer's policy in the case of self-insurance, which shall not be more stringent than the existing policy conditions.

For employees hired after the date of the award, the City agrees to provide, for each full-time employee, Sickness and Accident Insurance or self-insurance if the Employer so elects, which, payable the thirty-first (31st) day of disability, shall provide a benefit of sixty (60%) percent of the employee's weekly salary for a maximum of fifty-two (52) weeks. The specific details, limitations and conditions are to be governed by the policy or the Employer's policy in the case of self-insurance, which shall not be more stringent than the existing policy conditions.

CITY ISSUE - ARTICLE 12 - LONGEVITY

Request - Employees hired after the date of the award would not receive longevity until after the forty-eighth (48) month.

The City offers the following language to replace Article 12.1:

12.1 Computation: Permanent full-time employees hired before the date of the award, who, as of the anniversary date of their employment, have completed one (1) or more years of continuous employment with the City since their last hiring date shall receive in a lump sum payment made on or before December 1 of each year, a longevity bonus of thirty-five dollars (\$35.00) per year for each year of continuous service, provided however, that no such longevity bonus shall exceed six hundred and fifty dollars (\$650.00).

Permanent full-time employees hired after the date of the award, who as of the anniversary date of their employment, have completed four (4) or more years of continuous employment with the City since their last hiring date shall receive in a lump sum payment made on or before December 1 of each year, a longevity bonus of thirty-five dollars (\$35.00) per year for each year of continuous service, provided however, that no such longevity bonus shall exceed six hundred and fifty dollars (\$650.00).

CITY ISSUE - ARTICLE 13 - INSURANCE

Request - MVF-1 insurance coverage for employees hired after the date of the award.

The City offers the following language change to Article 13.1:

13.1 HOSPITAL/MEDICAL/SURGICAL/MASTER MEDICAL & PDP: For employees hired prior to the date of the award, the City shall provide full family coverage for all employees through Michigan Blue Cross/Blue Shield Hospital Medical Insurance Plan, MVF-2, with semi-private room accommodations, with the Predetermination Program. In addition, the Master Medical and Prescription Drug Program with a three dollar (\$3.00) co-pay shall be included and the City shall pay all premium costs for such coverage. From date hereof, the City shall also provide said coverage for disability retirees under Article XIV of the City Charter.

For employees hired after the date of the award, the City shall provide full family coverage for all employees through Michigan Blue Cross/Blue Shield Hospital Medical Insurance Plan, MVF-1, with semi-private room accommodations, with the Predetermination Program. In addition, the Master Medical and Prescription Drug Program with a three dollar (\$3.00) co-pay shall be included and the City shall pay all premium costs for such coverage. From date hereof, the City shall also provide said coverage for disability retirees under Article XIV of the City Charter.

(Rest of Article to remain as is)

**CITY ISSUE - NEW ARTICLE - DRUG AND ALCOHOL TESTING FOR CAUSE**

Request - Language for drug and alcohol testing for cause which includes rehabilitation.

The City wishes to add a new article with the attached language for Current Employees Drug and Alcohol Testing for Cause.

**"FOR CAUSE" PROGRAM**  
**FOR**  
**DRUG/ALCOHOL TESTING**  
**AND FOR**  
**REHABILITATION**

**PURPOSE**

It is the desire of the City of Garden City  
and it is the aim of this Program:

- (i) to detect from among all persons employed by the  
City of Garden City nonprescribed chemical and/or  
alcohol abuse, and
- (ii) to assist employees in recovery from alcohol/drug abuse  
and/or dependency, and
- (iii) to maintain confidentiality of identity of affected  
employees, of test results, of treatment and of associated  
names and records.

**1.0 DRUGS / CHEMICALS / ALCOHOL**

In addition to alcohol use or residual effect during working time the following are a description of controlled substances or prescription drugs which can or might impair the employee in his/her job duties or cause such employee(s) to pose a risk of harm to others or cause a problem of

**substance abuse:**

Opium, derivatives

Morphine

Heroin

Cocaine

L S D

Mescaline

Phencyc - P C P

Marijuana

Hashish

**2.0 AT WORK BEHAVIOR**

In the event an employee reports for work or while at work, and based on reasonable cause, appears to be unfit for duty or is or may be a danger to others or may have substance abuse problems because of possible alcohol and/or drug (prescribed or not) ingestion, such employee will be required to give a urine specimen, hereafter "specimen", and/or a blood sample, hereafter "sample", for the purpose of testing for substance abuse or for impairment of physical or mental functions relating to job duties or for safety risks to fellow employees or others.

**3.0 REASONABLE CAUSE**

A finding by the Employer of reasonable cause to believe that an employee is or may be unfit for duty or is or may be a danger to others or may have substance abuse problems related to alcohol/drug use shall be based on one or more of the following:



**3.1 QUESTIONS** addressed to the employee.

**3.2 STATEMENTS** be employee indicating alcohol/drugs use.

**3.3 ACCIDENT(S)** or action(s) by the employee(s) showing disregard for safety and health standards.

**3.4 SPEECH IMPAIRMENT:** thick, slurred or other.

**3.5 APPEARANCE:** flushed face, dishevelment or other.

**3.6 EYES:** fixed pupils, droopy lids or other.

**3.7 BREATH:** alcoholic odor or other.

**3.8 WALKING:** swaying, stooped or other.

**3.9 ACTIONS:** abusive, emotional outbursts, lack of awareness or other.

**3.10 FAILURE OF SIMPLE COORDINATION TEST:** finger to nose, walk and turning or other.

**3.11 INQUIRY**

During an inquiry, if same is indicated, concerning reasonable cause, the employee's union representative shall be informed and given an

opportunity to be present. If the employee's union representative is unavailable, management will seek alternate representation.

Management representatives who are authorized to make a finding of "reasonable cause" are listed on attached Exhibit "A".

#### **4.0 TESTING PROCEDURE / EMPLOYEES' RIGHTS**

##### **4.1 SUPERVISED LABORATORY**

Testing of specimens and/or samples shall be made by a laboratory which is supervised by a medical doctor skilled in the detection and analysis of those chemicals listed within this policy and program or other chemicals which from time to time may be added by written amendment of this Program.

##### **4.2 CHAIN OF POSSESSION**

A record of chain of possession of the specimen and/or sample shall be kept by the laboratory for a minimum of two (2) years. Chain of possession records shall accurately account for the physical movement of the specimen/sample and shall be sufficient to preserve the integrity of continuous possession by authorized persons involved in the testing and analysis.

##### **4.3 DOUBLE POSITIVE**

A sample and/or specimen shall be tested/screened under such conditions that insure reliable results, free of reasonable doubt. A sufficient residuum of sample/specimen shall be retained so that a

positive finding can be confirmed (or not) by a retesting of such residuum. A positive/positive finding is necessary for results to be classified as free from reasonable doubt.

#### **4.4 CONFIDENTIALITY**

The identity of affected employee(s) and all records connected with this policy and Program are confidential and shall not be disclosed to third parties, except as may be required for treatment, appeal procedure or other required disclosure.

#### **4.5 REFUSAL**

A refusal by an employee to give a sample and/or specimen for testing and/or a refusal to sign the attached voluntary consent form, Exhibit "B", after reasonable cause exists under criteria listed in this Program, will be treated as insubordination and will result, depending upon all of the circumstances, in discipline up to and including immediate termination of employment.

#### **5.0 FACT-FINDING HEARING**

In the event, after testing, that a double positive finding occurs, the employee together with \_\_\_\_\_ and one or more representatives from the Employer's Human Resources Department will examine all possible reasons for such a finding, including the use of medically prescribed drugs. If no persuasive reason exists for a finding other than that the employee ingested nonprescribed drugs and/or alcohol, in that event, the employee will be suspended, pending action

under the Employee Assistance Program (EAP).

## **6.0 EMPLOYEE ASSISTANCE PROGRAM**

An Employee Assistance Plan (EAP) is in effect for the use of those employees who voluntarily seek assistance or are found by screening/testing to be drug/alcohol abusers.

**6.1** An employee who refuses to enroll and participate in the EAP, after a double positive finding, will be terminated.

**6.2** An employee enrolled and participating in the EAP will be returned to conditional active or inactive employment. Conditional employment shall be the subject of a written agreement, executed by the employee, the Union and the Employer. In the event an employee who is enrolled in the EAP does not complete the agreed rehabilitation or does not continue to remain free of alcohol/drug abuse/dependence for the agreed period; in that event, the affected employee will be terminated.

EXHIBIT "A"

The following are representatives of management who are authorized to make a finding of "reasonable cause" under Section 3.0 of the attached Program:

- 1.
- 2
- 3.
- 4
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

**EXHIBIT "B"**  
**VOLUNTARY CONSENT**  
**FOR**  
**PHYSICAL EXAMINATION AND BLOOD AND URINE ANALYSIS TEST(S)**  
**AND**  
**RELEASE OF FINDINGS AND INFORMATION**

I, \_\_\_\_\_ voluntarily agree to take a physical examination to include a blood and urine analysis by a doctor, medical center, hospital, laboratory or other qualified medical personnel.

I authorize the release of results of such analysis and examination to the Human Resources Department of \_\_\_\_\_

By this authorization I release such doctor(s), hospital(s), medical center(s), laboratory(s) or other medical personnel including the \_\_\_\_\_ and the \_\_\_\_\_ and its representatives from any and all liabilities arising from the release or use of the information derived from or contained in such physical examination and test result(s).

I have been informed and know the contents of the "For Cause" Program for Drug/Alcohol testing and for Rehabilitation.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee's Name

Date: \_\_\_\_\_, 198\_\_

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
ACT 312 COMPULSORY ARBITRATION

IN THE MATTER OF ARBITRATION BETWEEN:

The City of Garden City,

Employer,

and

Case No. D 87 H-1976

The Labor Council, Michigan Fraternal  
Order of Police,

Union.

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FINAL OFFER OF SETTLEMENT

TO: CHAIRMAN OF THE PANEL  
MARIO CHIESA, ATTORNEY AT LAW  
428 N. Gulley Road  
Dearborn, MI 48128

All issues set forth are economic, save the new article suggested by the Employer regarding drug and alcohol testing. The Union considers that article to be non-economic.

The following contains the last offer of settlement on behalf of the Labor Council, Michigan Fraternal Order of Police:

UNION ISSUES:

1. Wages (Article 7)

a.	10-1-87	2.5%
	04-1-88	2.5%
	10-1-88	3.0%
	10-1-89	2.0%
	04-1-90	1.5%

The police officers request the same pay raise as received by the recent command officer settlement.

b. Detective-Sergeant Differential: The Union requests that Detective-Sergeants receive a seven

(7%) percent differential above the top paid patrol officer.

2. Use of paid sick leave (Article 10). The Union withdraws this issue.

3. Shift premium (Article 11). The Union withdraws this issue.

4. Hospital/medical/surgical/master medical and PDP (Article 13).

a. The Union requests the change from "prevent" to "predetermination" program.

b. The Union requests the elimination of the ledger system, and requests that the Employer provide paid hospitalization for the retiree same as recently continued and granted to the command officer.

c. Optical/Dental. The Union withdraws this issue.

5. Retirement (Article 16).

a. The Union requests that the multiplier factor be increased from 2% to 2.25% of final average compensation for regular and duty disability retirees.

b. That the Employer provide hospitalization to the spouse of a retiree who retires on or after October 1, 1987.

c. That the Plan provide  $66 \frac{2}{3}$  (66.66) of final average compensation to duty disability retirees until normal retirement begins.

#### EMPLOYER ISSUES:

1. Compensatory time off option (Article 6): The Union believes that we have an agreement on this issue; if not, we will submit a proposal of status quo.

2. Wages (Appendix A): Please see the Union wage offer as a response to the Employer's issue.

3. Holidays (Article 8): The Union wishes to maintain the status quo.

4. Paid vacations (Article 9): The Union wishes to maintain the status quo.

5. Paid sick leave (Article 10): The Union wishes to maintain the status quo.



6. Longevity pay (Article 12): The Union wishes to maintain the status quo.

7. Insurance (Article 13): The Union wishes to maintain the status quo.

8. New Item - Drug/Alcohol Test: The Union wishes to maintain the status quo.

Respectfully submitted,

JOHN A. LYONS, P.C., on  
behalf of the Labor Council,  
Michigan Fraternal Order  
of Police

By: 

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Birmingham, MI 48010  
(313) 540-2600

Dated: July 10, 1989