

290

2/77 ARB |

GROSSE ILE, TOWNSHIP OF

TOWNSHIP OF GROSSE ILE  
AND  
GROSSE ILE POLICE OFFICERS ASSOCIATION

LABOR AND INDUSTRIAL  
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Michigan State University

Schwimmer, Shirley T.

Arbitration hearings arising under Act 312 of the Michigan Public Acts of 1969, in the case of Township of Grosse Ile and the Police Officers Association of Grosse Ile, were held on Monday, June 28 and Tuesday, June 29, 1976.

The Township was represented by Mr. Ralph C. Roudi, 2841 Macomb, Grosse Ile, Michigan 48138. The Police Officers Association of Grosse Ile, was represented by Mr. David C. Crysler, Post Office Box 127, Grosse Ile, Michigan 48138.

The Arbitration Panel is composed of Mr. John L. Rose, appointed by the Township of Grosse Ile, Mr. Edward Theodorovich, appointed by the Police Officers Association of Grosse Ile. The Impartial Chairman is Shirley T. Schwimmer.

The Record consists of two hundred twenty-seven pages of testimony, 2 Joint Exhibits, 8 Township Exhibits, 14 Union Exhibits.

The issues presented before the panel were as follows: Wages and Fringe Benefits, Suspension and Discipline, Management Rights Clause, Promotion, Working Hours and Schedules, Call in Time, Court Time, Funeral Leave, Personal Leave, Sick Leave, Adoption by Reference, Non Police Work, Bargaining Unit and placement of Lieutenant Bargaining Unit, Length of Contract, Retirement reopener. During the course of the hearings the Parties agreed to the dropping of several issues. The Parties agreed to the settlement of the following issues provided the language stipulated to, be made part of the Award; Promotion, Call in and Court time, Personal Business Days, Working Conditions, Length of Contract, Funeral Leave.

The issues remaining for resolution by this Arbitration Panel are: Recognition Clause, Working Conditions, Maintenance of Vehicles, Transportation of Police Officers, Economic Issues, Salary and Fringe Benefits, Reopener on Retirement.

UNION

LAST OFFER OF SETTLEMENT

ECONOMICS

The Association asks \$2132.00 increase per man, across the board, regardless of rank, for the first year of the contract, effective March 1, 1976.

The Association asks \$1000.00 increase per man, across the board, regardless of rank for the second year of the contract, effective March 1, 1977.

No changes in fringe benefits.

NON ECONOMIC

Management Rights Clause.

Present language except delete "determine starting and quitting time".

Working condition.

Maintenance of police vehicles. "Employees shall not be required to check or maintain fluid levels, that is oil battery, window washer, etc., on police vehicles other than gasoline."

The current practice of "on duty personnel may transport on coming and off going personnel" shall remain in effect.

TOWNSHIP

LAST OFFER OF SETTLEMENT

ECONOMICS

The Township is offering \$1747.20 across the board for all rank for the first year, effective March 1, 1976.

The Township is offering \$769.60 increase per man, across the board, regardless of rank for the second year of the contract, effective March 1, 1977.

NON ECONOMIC

Bargaining Unit shall be composed of Patrolmen and Sergeants,

Lieutenants, shall be placed in separate Bargaining Unit, requiring a separate Contract

As is customary in triparte arbitration proceedings, this discussion and opinion of the Arbitration Panel has been written by the Chairman of the Panel. In reaching its conclusion the panel as provided in Act 312 Section 9 has based its findings, opinions and orders upon the following factors as applicable:

- (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) Comparision of 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 recevied by the employees, including direct wage compensation, vacation, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employemant, 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, conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

## DISCUSSION

### ECONOMIC ISSUES

#### UNION

Increase of \$2132.00 for each man regardless of rank effective March 1, 1976.

Increase of \$1000.00 for each man regardless of rank effective March 1, 1977.

A Mutual Aid Pact among a number of downriver communities obligates the Grosse Ile Police Department to assist these departments in control of riots, strikes, and other civil disorder. Grosse Ile Police Officers in these instances are working along side officers of equal rank, who are making as much as \$3000.00 more per year.

Grosse Ile Police Officers having duties equal to those of neighboring police departments asks equal pay.

The Cost of Living has risen considerably over the past two years and economists have stated it will continue to rise.

The Township has the ability to pay. Tax revenues of the Township have increased over the past two years 33%. A reduction in the bargaining unit from 14 to 11 people frees these funds to be used as increases for the remaining members of the Police Department. The cost of the package as presented by the Grosse Ile Police Officers Association comes close to the cost range of the economic package originally offered by the Township.

The cost of this increase for the first year would be \$23,452.00. The Township has offered an economic package whose cost was \$20,000.00.

Grosse Ile Police Officers are already far behind the salaries of surrounding communities. They are forced to live in the most affluent community in the area, for far less pay.

#### TOWNSHIP

The Township offers \$1747.20 across the board for all ranks effective March 1, 1976. The Township offers across the board for all ranks \$769.60, effective March 1, 1977.

This is an increase of 8 1/2 per hour. A raise of 12.24% for patrolmen, 11.50% for Sergeants and 10.64% for the Lieutenant.

The second year raise of \$767.60 or 37c per hour would provide a 4.33 increase for patrolman, 4.5% for sergeants and 4.2% for the Lieutenant.

The Township has made as great an offer as it can afford. Grosse Ile is a General Law Township, the sources of its income are very restricted. The General Fund is severely limited. More than 50% of the General Fund goes to the Police Department. The budget is tight and there is no more money than what is being offered to the Union.

#### OPINION

The Union has presented the argument that since it has a mutual aid pact with other downriver communities which obligates them to assist such communities as Trenton, Riverview, Woodhaven, Gibraltar, Flat Rock, Southgate and Wyandotte, The Police Officers of Grosse Ile should be paid the same as these communities.

The Union further states the Police Officers are performing the same duties and have the same responsibilities as police officers in these other communities.

While it is true that Police Officers, no matter where they work, whether in a rural, suburban or urban community have many of the same duties and responsibilities, there is no doubt in the mind of this arbitrator that policing an island connected to the mainland by two bridges, with a population of approximately 8000, with one traffic light, and no industry, by 11 police officers is not the same as having to police a larger community, or even one of the same size with heavy local and thru traffic, many traffic lights and heavy industry.

The Union has offered wage comparisons of the following downriver communities:

Trenton	pays \$17,380.00	expired 7-1-76
Riverview	pays \$15,850.00	expired 7-1-75
Woo Haven	pays \$16,779.00	expired 7-1-76
Elmhurst	pays \$14,905.00	expired 1-1-76
Flat Rock	pays \$15,475.00	expired 7-1-76
Concordate	pays \$12,212.00	as of 1-1-76
Lyonsville	pays \$10,100.00	10-1-75

The Township has offered wage comparisons of the following communities in the Wayne, Macomb and Oakland Counties which the Township feels are more nearly in size and with a similar tax base as Grosse Ile:

Chesterfield Township		3-31-76
Clinton	\$12,647.00/\$14,927.00	3-20-76
Shelby	\$10,449.00 to \$14,927.00	6-30-76
Brandon	\$12,780.00	3-31-76
Fentiac	\$ 9,900.00 to \$13,400.00	3-31-76
Royal Oak	\$ 7,500.00 to \$10,500.00	3-31-76
Northville	\$3.75 to \$5.96 per hour	4- 1-76
Sumpter	\$ 9,538.00	4- 1-76
Centerline	\$11,557.00 to \$14,171.00	6-30-76
Fraser	\$10,920.00 to \$14,502.00	6-30-76
Beverly Hills	\$13,475 to \$17,050.00	6-30-76
Farmington	\$10,300.00 to \$15,570.00	6-30-76
Grosse Pointe Farms	\$11,934. to \$14,400.	7- 1-75
Melvindale	\$11,475.00 to \$15,475.00	12-31-75
Plymouth	\$11,346.00 to \$15,571.00	7-17-75
Riverview	\$13,582.00 to \$15,950.00	6-30-76

I have taken into consideration the facts presented to me by both parties to the dispute. I have given due weight to the fact that Grosse Ile is an island connected to the mainland by two bridges, and that its population is approximately 8000. I have weighed the facts concerning the amount of thru traffic and the residential character of the island.

I have given very little weight to the fact that the Grosse Ile Police Department has a mutual aid pact with other downriver communities. The department has not had to offer assistance within the past two years and few occasions have occurred in the past. The fact that police officers respond to "officer in trouble" calls in neighboring communities also does not weigh heavily in my deliberations since all department respond to this call if they have manpower available.

The ability of the Township to pay the increase has been determined from the following factors; The Equalized Value of Real

and Personal Property was \$61,974,705 in 1974, \$75,471,630 in 1975 and \$80,372,310 in 1976, thereby producing an increase in Township revenues. There has been a reduction in the Bargaining Unit from 14 to 11 people. One patrolman quit 3-10-75, one patrolman quit 5-17-75, one civilian dispatcher left 5-27-75 which was offset by the hiring of one civilian dispatcher on 6-24-76. These changes in personnel produced a savings in the departmental budget.

I have closely examined the 1975 budget and the projected 1976 budget. I have taken into consideration the increased assessed valuation, the uncertainties of State and Federal Funding, and the problems of tax collections and delinquencies in considering the financial ability of the Township to meet the cost of an increase in pay.

I have compared the wages, hours and conditions of employment including fringe benefits, of the police officers of Grosse Ile and those of police officers in other downriver communities and other communities of a comparable size and of other employees generally, as presented in evidence. I have taken into consideration the past rise in the cost of living projected rise in the cost of living.

I, therefore, find that an increase of \$2132.00 per man regardless of rank, effective March 1, 1976; increase for the second year of \$769.60 per man, regardless of rank, effective March 1, 1977 fall, within the criteria set forth.

#### NON ECONOMIC

##### UNION

Officers will not be required to check or maintain fluid levels, that is oil, battery, window washer, etc., on police vehicles other than gasoline.

Police officers are not mechanics and should not be required to perform maintenance work on such expensive equipment as an auto.



They are not qualified or trained to perform auto maintenance.

#### TOWNSHIP

Employees will check the fluid levels, radiator, gas, window washer fluid, before turning the vehicle over to their relief.

It is too valuable a piece of equipment for a man to be driving without checking.

#### OPINION

It requires no great skill or training for any ordinary person to check and maintain the fluid levels in a car. A police car is a piece of equipment necessary for the performance of a policeman's duties. It is not unreasonable to expect him to keep it properly functioning. No officer would want to run out of gas or have the engine burn out, or the block crack because of lack of water or oil, during his tour of duty. He is as responsible for ordinary maintenance of the auto as he would be of any equipment necessary for the performance of his duties.

#### UNION

The current practice of "on duty personnel may transport on coming and off going personnel" shall remain in effect.

Police departments within the radio frequency which includes seven cities including Grosse Ile have the same police. It provides continuous patrol rather than two men being at the station at the same time.

#### TOWNSHIP

The officer going off shift has to go to the station and complete his work before the end of his tour of duty, then go to pick up his relief, who has to come back to the station to get his assignment. In between there is a dead spot in the schedule.

#### OPINION

No such language to be included. Grosse Ile is not obligated to provide police officers with transportation to their place of work. It is the responsibility, in ordinary circumstances, for the officer to be available at the police station to start his tour of duty.

#### BARGAINING UNIT

##### UNION

The police Lieutenant should remain in the same contract.

##### TOWNSHIP

The police Lieutenant should be placed in a separate bargaining unit, and there should be a separate contract between the Lieutenant and the Township.

#### OPINION

Sufficient evidence was not presented at the Arbitration hearing as to whether the Lieutenant's duties were sufficiently different so as to preclude his being included within the same contract as the remaining police officers.

I have therefore placed the Lieutenant within the same contract but have recognized him as a separate unit within the contract.

#### RETIREMENT

Neither party at the Arbitration hearing was prepared to present proofs concerning changes in the present retirement plan. The Arbitration Panel has unanimously agreed to the language of the Retirement Reopener clause as set forth in the Award.

#### MANAGEMENT RIGHTS CLAUSE

The parties have been unable to agree upon language changes in the present Management Rights Clause. The Arbitration Panel has unanimously agreed to the language of the Management Rights Clause as set forth in the Award.

## AWARD

### CALL IN TIME

Employees called back to work after they have completed their work day, or called back to work on a day off will be paid a minimum of four hours or the hours worked at the overtime rate. Shift extension and advance time shall be paid at the rate of time and one half (1½) for all hours worked. Court time is not included within call in time.

### PERSONAL BUSINESS DAYS

Up to three personal business days may be granted. Arrangements for Personal Business days will be made with the Chief of Police or his designee, as early as possible, with at least 48 hours notice, except in emergencies. Personal Business days are to be used for personal business that cannot be accomplished at any other time, or which require the officer's presence as a serious personal obligation.

### FUNERAL LEAVE

Funeral leave will be granted to employees on duty to attend, to make plans and to attend to various details without loss of pay under the following conditions:

(a) Payment will be made at the employees daily pay rate for those days for which he would have normally been scheduled to work.

(b) For spouse, four (4) days.

(c) For immediate family, three (3) days, including father, mother, sons, daughters, brothers, sisters, grandparents, father-in-law, mother-in-law.

(d) For near relatives, one (1) day, including aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

#### PROMOTIONS

Promotions will be based upon the following criteria:

Work performance, written examination, oral interview, formal education and seniority. Candidates for promotion will be notified of their scores on each of these criteria. Notification of the scores for work performance will be given to the candidate before the written examination is taken.

#### RETIREMENT

The parties agree they will reopen negotiation concerning changes in the present retirement plan.

#### RECOGNITION

A. The Township recognizes the Association as the exclusive collective bargaining representative relative to rates of pay, wages, hours of employment, and other terms and conditions of employment for all full time policeofficers employed by the Township of Grosse Ile holding the rank of Sergeant or Patrolman, which shall constitute "Bargaining Unit I" for purposes of this agreement.

B. The Township and the Association agree that the Lieutenant of the Grosse Ile Township Police shall for all purposes of this Agreement be considered as a separate bargaining unit known as Bargaining Unit II.

The Township and the Association and the Lieutenant agree the terms and conditions of employment and hours of employment of Bargaining Unit II shall be the same as those of Bargaining Unit I.

The rates of pay and wages of Bargaining Unit II shall be those set forth in this Agreement under the heading of Lieutenant.

#### WORKING CONDITIONS

Officers will be required to check and maintain proper fluid

levels on police vehicles they use during their tour of duty.  
Fluid levels include gasoline, water, oil and battery fluids.

#### RATES OF PAY

Effective March 1, 1976

Patrolman base pay \$16,400.00  
Sergeant base pay \$17,304.00  
Lieutenant base pay \$18,542.00

Effective March 1, 1977

Patrolman base pay \$17,169.60  
Sergeant base pay \$18,093.60  
Lieutenant base pay \$19,311.60

Clothing and Cleaning allowance of \$550.00 per year, due and payable as of March 1, 1976 and March 1, 1977.

Telephone allowance \$197.20 per year, due and payable July 1, 1976 and July 1, 1977

Gun allowance \$200.00 per year, due and payable March 1, 1976 and March 1, 1977. Guns are not required to be worn off duty.

#### MANAGEMENT RIGHTS

The Township, on its own behalf and on behalf of its electors hereby retains and reserves unto itself, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the law, the Constitution of the United States and the State of Michigan, and all amendments made thereto and conferred upon and vested in it by virtue of any ordinance or resolutions passed by the elected officials of the Township not in conflict with the express provisions of this Collective Bargaining Agreement. The Rules and Regulations of the Grosse Ile Police Department as approved by the Board of Trustees of Grosse Ile Township and as subsequently amended shall remain in full force and effect except when in conflict with the specific provisions of this contract. The Township further retains and reserves unto itself all rights which are ordinarily vested in and are exercised by employers except such as are specific and expressly relinquished in this agreement, in-

cluding but without limiting the generality of the foregoing, the right:

1. To manage its affairs efficiently and economically including the determination of quality of services to be rendered.

2. To determine the size of the work force and to increase or decrease its size.

3. To hire, layoff, discharge, assign work, promote employees, determine the starting and quitting time of each shift, and the number of hours and which days to be worked, except that there shall be no scheduling of staggered shifts and subject to express provisions contained within this bargaining agreement. The Township further reserves the right to issue, amend, enforce, and change rules and regulations of the Grosse Ile Police Department whenever necessary in the best interest of the Township and its citizens, after due notice and discussions with representative of the Police Officers Association prior to Township Board action thereon.

4. To direct the work force, assign work and determine the number of employees assigned to operation.

5. To discipline and discharge employees for just cause, in the manner as provided for in this Agreement and in the published Rules and Regulations of the Grosse Ile Police Department.

6. To adopt, revise and enforce work rules, provided that with respect to the revision of adoption of work rules, the Township Board itself or acting through its designated agent shall meaningfully discuss such proposed work rules with Association representatives prior to Township Board thereon.

With respect to proposed changes in duties, work rules and regulations affecting police department personnel covered by this Agreement, the Township Board itself or acting through its designated agent shall meaningfully discuss such proposed changes with Association representatives prior to Township Board Action thereon.