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L'Esse Point Farms City of

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Statutory Arbitration Between:

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CITY OF GROSSE POINTE FARMS

and

GROSSE POINTE FARMS POLICE  
OFFICERS ASSOCIATION

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Hearing Held October 29, 1974

Before a Tripartite Panel:

Richard I. Bloch, Chairman  
Gordon Evans, Association-Appointed Board Member  
Carrol C. Lock, City-Appointed Board Member

Appearances:

For the Association

Douglas Korney, Esq.  
Gregory, Van Lopik & Hagle

For the City

Lawrence G. Campbell, Esq.  
Dickinson, Wright, McKean & Cudlip

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

JUL 26 1976

OPINION AND AWARD

Facts

The parties to this dispute were unable to reach agreement on a new contract when the previous one expired on June 30, 1974. Accordingly, the matter was submitted to compulsory arbitration under the provisions of Act 312 (M.S.A. 17.455) which incorporates the so-called 'last-best offer' requirements, stating:

At or before the conclusion of the hearing. . . ., the arbitration panel shall identify the economic issues in dispute and direct each of the parties to submit, within such time limit as the panel shall prescribe, to the arbitration panel and to each other its last offer of settlement on each economic issue. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic shall be conclusive. The arbitration panel within thirty days after the conclusion of the hearing, or such further additional periods to which the parties may agree, shall make written opinion and order upon the issues presented to it and upon the record made before it, and shall mail or otherwise deliver a true copy thereof to the parties and their representatives and the Employment Relations Commission. As to each economic issue, the arbitration panel shall adopt the last offer of settlement, which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in Section 9.

Section 9 of Act 312 sets forth those standards the arbitration panel may consider in rendering its award:

Section 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulation 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.

The Panel has given careful consideration to the presentations of the parties and renders its decision in light of the statutory requirements and on the basis of the testimony and exhibits.

The issues presented at arbitration were as follows:

1. Wages
2. Longevity
3. Holidays
4. Holiday Pay
5. Clothing
6. Court Time
7. Callback
8. Sick Days
9. Shift Premium
10. Personal Leave
11. Detectives
12. Corporals
13. Health Insurance for Retirees
14. Vacations.

The parties stipulate that all the issues are 'economic', and, according to the statute, then, the panel must adopt either the City or the Association offer -- it has no authority to choose some middle ground.

#### I. Wages

Neither of the parties' offers in this matter is entirely satisfactory in the area of wages. The Association proposes a salary level for Patrolmen of \$15,000. This represents a 9.8% increase over the present salary of \$13,660. The City, for its part, proposes an increase of 5.4%, for a resulting salary of \$14,400. On the basis of the comparison evidence and other data submitted by the parties, including cost-of-living figures, the Chairman believes that, while the City's offer is too low, the Association's is too high. However, as indicated above, it is not the function of this Panel to choose some middle ground, and, on the basis of the evidence submitted, the majority of the Panel finds the City's offer the more reasonable. The Association submits 29 comparison cities for consideration by the Panel. The average for those communities settling upon one-year agreements is approximately \$15,000. The average salary for those in either the second or third year of their contracts is approximately the same. The City, on the other hand, bases its comparison on the geographically proximate communities of Grosse Pointe Park, Grosse Pointe City, Grosse Pointe Woods, Grosse Pointe Shores, and Harper Woods. While the comparison communities

suggested by the Association are not in all cases unreasonable, notwithstanding some relatively distant examples, the majority of the Panel finds reason to relate Grosse Pointe Farms to the other Grosse Pointes in terms of geographical proximity, crime rate, and the generally residential nature of the cities themselves, among other things. The cities of Grosse Pointe Woods and Grosse Pointe Shores have combined their police and fire functions into one public safety department and are properly compensated at a higher level for these joint functions. Presently, Grosse Pointe Shores officers receive a base wage of \$15,215. The comparable classification in Grosse Pointe Woods receives \$15,015. Grosse Pointe Park and Grosse Pointe City contracts provide base salaries of \$14,500 and \$14,300, respectively, and the City's offer of \$14,400 would place Grosse Pointe Farms in the middle of that grouping. According to the evidence, this maintains the close relationship the City has had with these other municipalities in fiscal years 1972-73 and 1973-74.

The Association member notes his strong dissent to the Panel's finding in this regard, citing, among other things, the fact that the Grosse Pointe area comparison contracts are the second year of two-year agreements. Member Evans also notes that the City's financial costs may well have been overstated, particularly in the areas of overtime, since the department was understaffed during much of the last fiscal year. Additionally,

he would remind the Panel of a cost-of-living increase in excess of 12% in the past year. However, while the majority feels there is merit in the Association member's observations, it should also be noted that the first year of the two-year agreements in the cities cited were not dissimilar among the three communities.<sup>1</sup> Additionally, it is not unexpected that employers might settle for slightly higher terms in return for a multi-year agreement. Finally, if this settlement is slightly low, and the Chairman feels it is, it must be observed that the parties will be back to the bargaining table within a matter of months.

Taken together, the past history of this community's bargaining relationships, both internally and with other cities, as well as the one-year term of this agreement, convince the majority that the \$14,400 salary figure is one which, when considered with the other economic portions of this award that attempt, in some measure, to account for inflationary trends, provides a compensation for the police personnel of Grosse Pointe Farms which is fair to both parties.

## II. Longevity

Presently, officers receive longevity payments according to the following schedule:

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The 1973-74 base salaries for Grosse Pointe Park, Grosse Pointe City and Grosse Pointe Farms, respectively, were \$13,750, \$13,688, and \$13,660.

5 years	-	\$100 lump sum
10 years	-	\$200 lump sum
15 years	-	\$300 lump sum
20 years	-	\$400 lump sum

The Association requests a \$50 increase at each of these levels. The City proposes a \$25 increase at the five and ten-year levels, and agrees upon a \$50 increase at the fifteen and twenty-year levels. The Panel finds that the Association's request in this regard is justified. Accordingly, longevity payments shall be as follows:

5 years	-	\$150
10 years	-	\$250
15 years	-	\$350
20 years	-	\$450

### III. Holidays

The parties are agreed that there shall be ten holidays per year compensated for as provided below, with the additional one holiday being the patrolman's birthday.

### IV. Holiday Pay

Presently, the patrolman working the holiday receives one extra day's pay plus a \$100 lump sum, paid once a year. The City would retain this same schedule of compensation. The Association requests the lump sum be increased to \$200. Considering the wage settlement already discussed, among other things, a majority of the Panel feels the \$200 sum is appropriate.

V. Clothing Allowance

Presently, patrolmen receive \$200 for clothing and maintenance allowance. Officers are required to supply their own uniforms from this allocation. The City proposes the allowance be raised to \$250, while the Association is asking \$300. While it is difficult to get exact figures on either the price of clothing or maintenance, the Panel, in recognition of substantial increases in the cost of living, as well as comparison evidence as to other municipalities, finds the Union's offer appropriate. Thus, the clothing allowance shall be raised to \$300.

VI. Court Time

Presently, officers are paid on the basis of a one-hour minimum for a court appearance, assuming this is not during the regularly scheduled working hours. The Association requests a two-hour minimum. On the basis of comparison evidence, the majority believes a two-hour minimum is justified, and it is therefore awarded.

VII. Callback Time

The parties agree that an officer shall receive a minimum of three hours at time and one-half for callback.

VIII. Sick Days

Presently, sick days are accrued at the rate of one a month with a maximum of 150. These days are paid off at



retirement at the rate of 50% for every day between 120 and 150 days. The parties are agreed that the maximum accumulation be 160 days and that the payoff upon retirement shall be expanded to 50% of all days between 120 and 160. The Association, however, requests that there be no limitation on the amount of days accrued. In the absence of evidence tending to indicate the necessity for removal of the cap, the Panel denies the Association's demand in this regard.

#### IX. Shift Premium

Presently, an officer receives a \$ .10 premium for the afternoon shift and a \$ .20 premium for the evening shift. Citing the administrative burden of attempting to calculate various shift premiums for each pay period, the City requests, in essence, an administrative change which would allow a lump sum payment as opposed to the necessity of calculating premiums on a bi-weekly basis. The Association would retain the system as it now exists. The Chairman finds insufficient evidence to support the change requested by the City. However, the recommendation is that in order to accommodate the accounting problems, the system be modified to the extent that the pay period covered by the shift premium compensation be the two weeks prior to the week in which the check is actually distributed.

X. Personal Leave

Presently, there is no provision for a personal leave in the contract. The Association requests three days, such days to be charged against sick leave. The City offers one day, also to be charged against the sick bank. On the basis of comparison evidence, the Panel agrees that one day is the more reasonable of the two offers. It is recommended that such day be given subject to prior approval of the employee's supervisor, except in cases of an emergency. However, it is also recommended that the contract be drafted to include the fact that such approval shall not be unreasonably withheld.

XI. Detectives

The parties are agreed there shall be no restrictions on overtime for the detectives. The Association requests, moreover, that detectives receive one hour's pay for each complete tour of standby duty. The Association's proposal would cost approximately \$700 for each of the two detectives. The City's offer is \$200. On the basis of the comparison evidence and also the total economic composition of this award, the Panel believes the City's offer is the more appropriate. Therefore, detectives shall receive a lump sum payment of \$200 to compensate them for on-call time.

### XII. Corporals

Corporals have recently been found to be members of this bargaining unit. As such, their duties are, by definition, not supervisory in nature. However, the past history indicates recognition by the City that their responsibilities are greater than those of a Patrolman. While the parties are agreed that Corporals should now receive all benefits equivalent to the Patrolman under this contract in areas other than wages, the City proposes an \$800 differential in salary. The Association requests \$1,000. The Panel finds the \$1,000 offer appropriate.

### XIII. Health Insurance for Retirees

Presently, the City covers up to \$30 per month of health insurance premiums for retirees on retirement at age 60. The Association requests full family coverage for retirees at age 55. On the basis of the economic implications of this portion of the package, the Union request is denied.

### XIV. Vacations

The City proposes a reduction in vacation allotments, and proposes the following language:

For all new members the vacation schedule will be as follows:

After one year of service to ten years of service, ten days vacation; after ten years of service to twenty years of service, fifteen days vacation; after twenty years of service, twenty days vacation.

The Union enters a procedural objection to the raising of this issue in arbitration. The Panel has insufficient evidence to allow it to determine the procedural question, but denies the City's demand, there being a lack of compelling reasons at this point to reduce the vacation schedule.

*Richard I. Bloch*

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Richard I. Bloch, Chairman

*Carrol Lock*

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Carrol C. Lock, City-Appointed Member

*Gordon Evans*

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Gordon Evans, Association-Appointed Member

Date: December 26, 1974