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GROSSE POINTE FARMS

In the Matter of the Statutory Arbitration between
GROSSE POINTE FARMS
-and-
GROSSE POINTE FARMS POLICE OFFICERS ASSOCIATION

ARBITRATION PANEL

E. J. FORSYTHE, IMPARTIAL CHAIRMAN
CARROL LOCK, CITY DELEGATE
GORDON EVANS, ASSOCIATION DELEGATE

This proceeding in arbitration is pursuant to
Act 312 of the Public Acts of 1969, as amended. Carrol Lock
was named as the City delegate to the panel. Gordon Evans
was named as the Association delegate. On February 5, 1976,
the undersigned Arbitrator was appointed as Impartial
Chairman of the Arbitration Panel by the Michigan Employment
Relations Commission.

At the hearing on April 19, 1976, the Chairman
of the Arbitration Panel remanded the dispute to the parties
for further collective bargaining. Time limits were extended
by the parties as required to meet the restrictions of the
statute.

A hearing was held on June 23, 1976, at the
Engineering Society of Detroit, 100 Farnsworth, Detroit,

Forsythe, E.J.

Michigan. A verbatim record of the proceedings was made and a transcript furnished to the Chairman of the panel.

At the hearing it was decided that the parties last best economic offers would be presented to the Chairman of the Panel, and were so presented on July 2, 1976. Post hearing briefs were filed by the parties and received by the Chairman on October 26, 1976.

Dickinson, Wright, McKean, Cudlip & Moon represented by Lawrence Campbell and Timothy H. Howlett appeared on behalf of the Association. Gregory, Van Lopik and Higley represented by Douglas Korney appeared on behalf of the Association.

No issue of arbitrability was raised. No question was raised as to the legality of the Arbitration Panel to determine the issues presented.

BACKGROUND

The Association and the City each used a group of comparable municipalities to illustrate the economic compensation position of Association members relative to patrolmen of other municipalities.

The Association used the municipalities of (Union Exhibit 2):

Grosse Pointe Woods
Grosse Pointe Park
Grosse Pointe City

Grosse Pointe Shores
Harper Woods
Mount Clemens
East Detroit
Roseville
St. Clair Shores
Detroit
Wayne County Sheriff

The City used the municipalities of (City Exhibit 1):

Grosse Pointe Woods
Grosse Pointe Park
Grosse Pointe City
Grosse Pointe Shores
Harper Woods

The City also submitted evidence using the Grosse Pointe Farms Fire Fighters as an additional comparable.

Both the Association and the City prepared exhibits relating past and present compensation levels to the Cost-of-Living as established by the Consumer Price Index, Bureau of Labor Statistics, U. S. Department of Labor.

Evidence relating to non-economic issues was presented in the form of testimony through witnesses appearing on behalf of the Association and witnesses appearing on behalf of the City.

ARGUMENT

ECONOMIC ISSUES

WAGES

PRESENT:

	<u>Base</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
7/1/74	\$11,943	\$12,600	\$13,200	\$13,792	\$14,400
to					
6/30/75					
Corporals \$15,400					

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

	<u>Base</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
7/1/75	\$13,104	\$13,825	\$14,483	\$15,133	\$15,800
to					
6/30/76					
Corporals \$16,900					

(9.72% Across-the-board increase)
Wages to be retroactive to July 1, 1975

CITY'S LAST OFFER OF SETTLEMENT:

	<u>Base</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
7/1/75	\$12,938	\$13,650	\$14,300	\$14,941	\$15,600
to					
6/30/76					
Corporals \$16,683					

(8.33% Across-the-board increase)
Wages to be retroactive to July 1, 1975

The Association requests that the Panel grant a nine and seventy two one hundredths per cent (9.72%) across-the-board increase in salary to its members for a one (1) year period, July 1, 1975, to June 30, 1976. The Association feels that this figure represents a fair, equitable and reasonable salary adjustment.

The last salary increase received by Association

members was on July 1, 1974, which brought a forty two (42) month patrol man to Fourteen Thousand Four Hundred Dollars (\$14,400).

Since July 1, 1974, the Association members have not received a salary adjustment. The Association submitted evidence (Union Exhibit 3) demonstrating that Grosse Pointe Farms Police Officers ranked ninth (9th) out of twelve (12) comparables during the contract year prior to July 1, 1974, and the July 1, 1974, adjustment of Fourteen Thousand Four Hundred Dollars (\$14,400) resulted in the Officers dropping to eleventh (11th) out of twelve (12) comparable communities.

Union Exhibit 3, presented to the Panel on June 23, 1976, demonstrated the salary levels of twelve (12) comparable communities as of July 1, 1975. Four (4) labor agreements listed in the comparables had not yet been concluded on June 23, 1976. Since this hearing date, three (3) labor agreements have been concluded and one (1) agreement was revised.

Michigan Public Act 312 of 1969 as amended provides that:

Sec. 9 ... (T) he arbitration panel shall base its findings, opinions and order upon the following factors, as applicable: ...
(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings. MCLA Par. 423.239, MSA Par. 17,455 (39).

The Association herewith presents the salary levels of the senior patrolmen on July 1, 1975 for twelve (12)

comparable communities which include retroactive adjustments awarded or negotiated in recent weeks:

	<u>July 1, 1975</u>	<u>Exp.</u>
Detroit	\$17,292	7/77
Wayne County Sheriff	16,695	7/76
Grosse Pointe Woods	16,500	7/76
Grosse Pointe Shores	16,050	7/76
Mount Clemens	15,850	7/76
Grosse Pointe Park	15,700	7/76
Grosse Pointe City	15,700	7/76
East Detroit	15,600	7/76
Harper Woods	15,500	12/75
Roseville	15,496	7/76
St. Clair Shores	15,300	7/76
Grosse Pointe Farms	14,400	7/75

The Association says its request of a nine and seventy two one hundredths per cent (9.72%) increase would place Grosse Pointe Farms at sixth (6th) out of twelve (12) comparable communities. The City's offer of an eight and thirty three one hundredths (8.33%) per cent increase would place Grosse Pointe Farms at ninth (9th) out of twelve (12) comparable communities. The City's offer of eight and thirty three one hundredths per cent (8.33%) would also place Grosse Pointe Farms below Grosse Pointe Park and Grosse Pointe City. On July 1, 1975, Grosse Pointe Farms, Park and City each maintained separate Police and Fire Departments. In addition, the U. S. Department of Commerce, Bureau of the Census, enumerated the population of Grosse Pointe City at six thousand six hundred thirty seven (6,637) which represents a population count forty three per cent (43%) lower than Grosse Pointe Farms. (Union Exhibit 2)

With regard to the issue of wages, the Association presented additional evidence supporting its request. Pursuant to Section 9 (e) of the Act, Ann Huber Maurer, witness for the Association, testified to the relationship between patrolmens' wages and the Consumer Price Index during the period July 1, 1974, to June 30, 1976 (Tr. 15-17). The Consumer Price Index (1967 base, U. S. average, as published by the U. S. Department of Labor's Bureau of Labor Statistics) increased fourteen and nine tenths per cent (14.9%) between July 1, 1974, and June 30, 1976. Further, the loss of purchasing power to Association members and their families has been twelve and nine tenths per cent (12.9%) over the same two (2) year span during which no salary increase was received by these employees.

In consideration of these facts, among others previously brought to the attention of the Panel, the Association seeks a nine and seventy two one hundredths per cent (9.72%) across-the-board salary increase for its members for the one (1) year period, July 1, 1975, to June 30, 1976. The Association contends that this amount represents a fair, equitable and reasonable salary adjustment.

COST OF LIVING ALLOWANCE

PRESENT:

No present provision.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Commencing May 1, 1976, salaries for all bargaining unit members shall be adjusted four (4) times per year based on the quarterly average of the U. S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, U. S. City Average, 1967 = 100, as follows. In the event the Consumer Price Index should decrease, salaries shall remain the same. COLA adjustments shall be added to base salaries for the purpose of all other compensation computations. For each four tenths (.4) increase in the CPI average during each three (3) month quarter period, salaries shall be increased by one cent (1¢) per hour, rounded to the nearest full cent. This salary adjustment shall take effect the first (1st) day of the second (2nd) month following the close of the previous quarter.

Quarters and adjustment dates are defined each year as:

	<u>Months</u>	<u>Adjustment Date</u>
1st Quarter	Jan, Feb, March	May 1
2nd Quarter	April, May, June	Aug. 1
3rd Quarter	July, Aug, Sept.	Nov. 1
4th Quarter	Oct, Nov, Dec.	Feb. 1

Cost of Living Adjustment to be retroactive to adjustment date of May 1, 1976, measuring average change in CPI from Quarter IV: October November, December, 1975, to Quarter I: January, February, March, 1976.

ARGUMENT:

The Association requests that the Panel grant a cost of living allowance to be computed as specified above and to be retroactive to the specified adjustment date of May 1, 1976. The Association feels its request is fair, equitable and reasonable.

Fifty eight per cent (58%) of twelve (12) comparable police forces enjoy a cost of living allowance benefit, they being Detroit, Wayne County Sheriff, Grosse Pointe Woods, Grosse Pointe Shores, Harper Woods, Roseville and East Detroit (Union Exhibit 3). The cost of living allowance computation is reasonable, providing one cent (1¢) for each four tenths (.4) index point increase. With this computation, the requested cost of living allowance provision protects the salaries of Association members only fifty eight and eight tenths per cent (58.8%) against inflation.

Further, with the first (1st) adjustment date requested at May 1, 1976, cost of living allowance would be paid for two (2) months only of the contract year July 1, 1975, to June 30, 1976. This adjustment would yield Twenty Dollars and Eighty Cents (\$20.80) for each member of the Association, resulting in a fifty seven hundredths of one per cent (.57%) inflation set-off, when, in fact, the actual inflation rate for the quarterly period was ninety seven hundredths of one per cent (.97%).

The City did not offer a counter proposal in the form of its last offer of settlement, nor did it state that its position was to deny the Association's request.

The Association argues that a fair, equitable and reasonable award would be the result of the Panel granting the cost of living allowance requested by the Association.

LONGEVITY (CALCULATION)

PRESENT:

Longevity payments are paid to bargaining unit employees as a lump sum payment annually as follows:

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

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Longevity payments to be paid to bargaining unit employees as a lump sum payment annually as follows:

5 years	1% of base salary
10 years	2% of base salary
15 years	3% of base salary
20 years	4% of base salary
25 years	5% of base salary

Longevity calculation to be retroactive to July 1, 1975.

ARGUMENT:

The Association requests that the Panel grant the

improved longevity calculation as set forth above. It argues ninety eight per cent (98%) of comparable police forces have longevity provisions more liberal than the Association's last offer of settlement, they being St. Clair Shores, Roseville, East Detroit, Grosse Pointe Woods, Mount Clemens, Harper Woods, Grosse Pointe Park, and Grosse Pointe Shores. (Union Exhibit 8).

The Association contends that the proposed percentage computation of longevity most accurately compensates employees for long term service, as a percentage computation is based on salary level which, in turn, reflects seniority, training and experience. Further, a percentage calculation keeps up with salary increases year after year and eliminates the necessity of re-negotiating flat dollar amounts of longevity pay during subsequent negotiations.

LONGEVITY (IN BASE SALARY)

PRESENT:

Longevity is paid annually as a one (1) time separate side payment to bargaining unit employees.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Longevity is to be computed into hourly base pay for the purpose of calculating all other compensation for bargaining unit employees.

The request is that longevity in base salary

be retroactive to July 1, 1975.

ARGUMENT:

The Association requests that the Panel grant the longevity in base salary provision as set forth above.

The suggested method of incorporation longevity into base salary would accurately compensate employees for all hours worked and for salary-based benefits which, in turn, would reflect seniority, training and experience.

The City did not offer a counter proposal in the form of its last offer of settlement, nor did it state that its position was to deny the Association's request.

HOLIDAY PAY

PRESENT:

Bargaining unit employees working a holiday receive one (1) extra day's pay plus Two Hundred Dollars (\$200) as a lump sum paid once a year.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Bargaining unit employees working a holiday shall receive triple (3) time for each hour worked. If the holiday is not worked, the employee shall receive an additional eight (8) hours' pay.

Holiday pay to be retroactive to July 1, 1975.

CITY'S LAST OFFER OF SETTLEMENT:

No person shall receive both holiday pay and overtime pay for the same period worked.

ARGUMENT:

The Association requests that the Panel award the Association's Last Offer of Settlement regarding the issue of Holiday Pay. The Association feels that its request is fair, equitable and reasonable.

The Association argues that sixty per cent (60%) of comparable police forces have holiday pay provisions equal to, or better than, the Association's last offer of settlement (Union Exhibit 11A). Further, under present practice, the money benefit (Two Hundred Dollars (\$200) lump sum annually paid to every employee) is not equally distributed. Some Association members work many holidays, others work only a few. An employee working five (5) holidays (one half (1/2) of year's holidays) receives only Forty Dollars (\$40) per holiday over his straight time rate for eight (8) hours. An employee working ten (10) holidays receives only Twenty Dollars (\$20) per holiday over his straight time rate for eight (8) hours. This amount can hardly be considered premium compensation for the loss of a holiday at home with one's family.

The Association, in its last offer of settlement, seeks to improve the existing holiday pay provision and

eliminate the inequities involved. The City's last offer of settlement seeks to diminish and/or limit the existing provision and to continue the present inequity.

The Association believes that its last offer of settlement is fair, equitable and reasonable and requests that the Panel grant the Association's last offer of settlement.

SHIFT PREMIUM

PRESENT:

Bargaining Unit employees receive Ten Cents

(10¢) per hour shift premium for the afternoon shift and Twenty Cents (20¢) per hour shift premium for the midnight shift.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Bargaining unit employees shall receive two per cent (2%) of base salary for the afternoon shift and four per cent (4%) of base salary for the midnight shift.

Shift premium to be retroactive to July 1, 1975.

ARGUMENT:

The Association requests that the Panel award the Association's last offer of settlement regarding shift premium.

The Association's request of two per cent (2%) and four per cent (4%) represents a nominal and conservative

compensation for working shifts at undesirable hours of the night. Of the comparable police forces using a percentage shift premium compensation, the lowest amount is two per cent (2%) for afternoons and six per cent (6%) for midnights, and the highest amount is five per cent (5%) for afternoons and ten per cent (10%) for midnights (Union Exhibit 13).

Further, bargaining unit members have received no improvement in shift premium over the last three (3) years. In 1973, at a salary level of Twelve Thousand Six Hundred Sixty Dollars (\$12,660), Ten Cents (10¢) per hour shift premium equalled one and seventy three hundredths of one per cent (1.73%) additional compensation and Twenty Cents (20¢) per hour shift premium equalled three and forty seven hundredths of one per cent (3.47%) additional compensation. Shift premium of two per cent (2%) and four per cent (4%) would most nearly reinstate the previous compensation level.

The Association notes that the City did not offer a counter proposal in the form of its last offer of settlement, nor did it state that its position was to deny the Association's request. At no time during the arbitration proceeding has the City presented evidence to refute the Association's argument set forth previously and in the above.

COURT TIME

PRESENT:

Bargaining unit employees are paid a two (2) hour

minimum at time and one half (1-1/2) for a court appearance when the appearance is required at a time other than regularly scheduled working hours.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Bargaining unit employees shall be paid a four (4) hour minimum at time and one half (1-1/2) for a court appearance when the appearance is required at a time other than regularly scheduled working hours.

Court time to be retroactive to July 1, 1975.

ARGUMENT:

The Association requests that the Panel grant the court time provision as set forth above.

Court appearances on an employee's day off require premium compensation as such appearances preclude the use of a full day off for an employee's recreation, family activities or personal obligations. Further, an employee has little or no control over the scheduling of required court appearances whether they fall on a duty day or an off-duty day. Court appearances during customary daylight hours pose an additional problem for police officers who work a night time shift. The normal sleep patterns of these officers are disturbed.

At no time during the arbitration proceeding has the City presented evidence to refute the Association's argument set forth previously and in the above.

CALL IN

PRESENT:

Bargaining unit employees receive a minimum of three (3) hours at time and one half (1-1/2) for call in.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Bargaining unit employees shall receive a minimum of four (4) hours at time and one half (1-1/2) for call in.

Call in to be retroactive to July 1, 1976.

ARGUMENT:

The Association requests that the Panel grant the call in provision as set forth above.

Call in during an employee's hours scheduled off duty require premium compensation as such calls to duty frequently interrupt an employee's rest and relaxation, family activities or personal obligations. Further, an employee has little or no control over call ins and cannot plan off duty activities to accommodate such needs of the Department or the City.

The City did not offer a counter proposal in the form of its last offer of settlement, nor did it state that its position was to deny the Association's request previously and in the above.

The Association believes that a fair, equitable and reasonable award would be the result of the Panel granting

the call in provision requested by the Association.

SICK LEAVE ACCUMULATION

PRESENT:

Bargaining unit employees may accumulate a maximum of one hundred sixty (160) sick days.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Bargaining unit employees may accumulate a maximum of two hundred (200) sick days.

Sick Leave Accumulation to be retroactive to July 1, 1975.

ARGUMENT:

The Association requests that the Panel award the Association's Last Offer of Settlement regarding the issue of Sick Leave Accumulation.

Seventy eight per cent (78%) of comparable police forces have sick leave accumulation provisions equal to or better than the Association's last offer of settlement (Union Exhibit 22).

Further, a low maximum for sick leave accumulation encourages employees to take unnecessary sick days (rather than lose them). An increase to a two hundred (200) day maximum would result in a direct benefit to the City in terms of uninterrupted work schedules of its bargaining unit employees.

The City did not offer a counter proposal in the form of its last offer of settlement, nor did it state that its position was to deny the Association's request.

The Association believes that its last offer of settlement is fair, equitable and reasonable and requests that the Panel grant the Association's last offer of settlement.

SICK LEAVE PAYOUT

PRESENT:

Bargaining unit employees receive a payout of fifty per cent (50%) of all accumulated sick days between one hundred twenty (120) days and one hundred sixty (160) days upon retirement.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Bargaining unit employees shall receive a payout of fifty per cent (50%) of all accumulated sick days to maximum upon retirement and fifty per cent (50%) of the remainder of maximum shall be paid to beneficiary as a death benefit. In the event of death of a bargaining unit employee before retirement, seventy five per cent (75%) of all accumulated sick days to maximum shall be paid to beneficiary.

Sick Leave Payout to be retroactive to July 1, 1975.

CITY'S LAST OFFER OF SETTLEMENT:

Sick leave benefits due upon retirement shall be paid within sixty (60) days after retirement at the rate of Sixty Dollars (\$60) per day for fifty per cent (50%) of the difference between one hundred twenty (120) days and one hundred sixty (160) days of unused sick leave.

ARGUMENT:

The Association requests that the Panel grant the Sick Leave Payout provision as set forth above in the Association's Last Offer of Settlement.

Fifty six per cent (56%) of comparable police forces have a sick leave payout equal to or better than the Association's last offer of settlement (Union Exhibit 22).

A one hundred per cent (100%) sick day benefit is available to an active employee on sick leave. This benefit is earned and full use is permitted before retirement and/or death. Employees who do not exercise this option and who accumulate sick days over a period of years should be rewarded for such accumulation. The result of non-use of sick days and subsequent accumulation is an uninterrupted level of staffing and manpower, a direct benefit to the City.

The City, by its Last Offer of Settlement, seeks a Sixty Dollars (\$60) per day maximum on the fifty per cent (50%) retirement payout of accumulated sick days between one hundred twenty (120) and one hundred sixty (160) days.

Not only is Sixty Dollars (\$60) per day less than the average daily pay rate requested by the Association for the July 1, 1975, to June 30, 1976, contract year, but it imposes the cruel tax of a fixed dollar amount upon retired employees and/or their widows and children during present and future inflationary years.

The Association believes that its last offer of settlement is fair, equitable and reasonable and requests that the Panel grant the Association's last offer of settlement.

SICK LEAVE EARNED

PRESENT:

Employees are allowed one (1) day of sick leave for each calendar month of service.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Bargaining unit employees shall be allowed one and one quarter (1-1/4) days of sick leave for each calendar month of service.

Sick Leave Earned to be retroactive to July 1, 1975.

ARGUMENT:

The Association requests that the Panel grant the Sick Leave Earned provision as set forth above in the Association's Last Offer of Settlement.

Examination of the present provision and the

Association's last offer of settlement reveals that the Association seeks to increase sick days for its members from twelve (12) days per year to fifteen (15) days per year. The comparable police forces of Grosse Pointe Woods and Grosse Pointe Shores receive fifteen (15) sick days per year. Further, while Association members are presently provided with twelve (12) sick days per year, the net result is actually eleven (11) sick days per year as the one (1) personal leave day per year allowed to Association members must be charged to the sick bank, hence reducing twelve (12) days to eleven (11) days if an employee exercises his option of using his personal leave day benefit.

The City did not offer a counter proposal in the form of its last offer of settlement, nor did it state that its position was to deny the Association's request. At no time during the arbitration proceeding has the City presented evidence to refute the Association's argument as set forth previously and in the above.

The Association believes that its last offer of settlement is fair, equitable and reasonable and requests that the Panel grant the Association's last offer of settlement.

SICK LEAVE BANK CHARGED

PRESENT:

In bona fide Worker's Compensation cases, the first (1st) eight (8) weeks are paid by the employer. Thereafter,

the employer may deduct sick pay from the accumulation to the employee's credit, to the extent of one quarter (1/4) of a day for each day beyond the eight (8) weeks.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

No charge to sick bank for any duty-connected injury or illness.

Sick Leave Bank Charged to be retroactive to July 1, 1975.

CITY'S LAST OFFER OF SETTLEMENT:

An employee who, as a result of injury, which is not the result of the actions or conduct of another person while on duty, who is eligible for sick leave and who has become eligible for paid Workmen's Compensation will be paid by the employer an amount of money which, when added to the weekly Workmen's Compensation check, will equal one (1) work week's pay. In such cases the employee will be charged with one half (1/2) day of paid sick leave for each scheduled work day.

ARGUMENT:

The Association requests that the Panel grant the Sick Leave Bank Chargeable provision as set forth above in the Association's Last Offer of Settlement.

The majority of surveyed comparable police forces show no charge to sick bank for duty-connected injury or

illness. Further, the Association believes that illness or injury sustained in the line of duty is a hazard directly related to the profession of police officers. An employee's personal sick bank benefits should not be diminished when an employee's health suffers as a consequence of the full discharge of his professional duties.

The Association seeks to remove any sick bank charge for any duty-connected injury or illness. As presented through the testimony of Association witness Clarence Reichling, the present practice allows the City to deduct the first (1st) seven (7) full days of a duty-connected injury or illness as seven (7) full sick days where the injury or illness does not extend into the second (2nd) week when Worker's Compensation benefits would begin (Tr. 60-62). Duty connected injuries and illnesses presently penalize an employee one quarter (1/4) of a sick day for each day beyond eight (8) weeks.

The Association believes that these penalties should be removed, yet the City's last offer of settlement seeks to increase the penalty to an employee who becomes injured or ill as a result of the full discharge of his professional duties. In addition, the City is requesting unequal penalties, one related to injury by another person, and another related to injury not by another person, when the end result to the employee is identical in both cases, that being a temporary

or permanent disability due to occupational injury or disease. The Association believes further that the "by person or not by person" standard is clearly unreasonable.

The Association believes that its last offer of settlement is fair, equitable and reasonable and requests that the Panel grant the Association's last offer of settlement.

PERSONAL LEAVE EARNED

PRESENT:

Bargaining unit employees receive one (1) personal leave day per year charged against the sick bank.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Bargaining unit employees shall receive three (3) personal leave days per year.

Re: Retroactivity. The contract year, July 1, 1975, to June 30, 1976, has expired. If the Union's proposal is awarded by the Panel, twenty four (24) hours of compensation time shall be granted to each bargaining unit employee in lieu of one (1) year period of retroactivity.

ARGUMENT:

The Association requests that the Panel grant the Personal Leave Earned provision as set forth above in the Association's last offer of settlement.

The Association believes that its last offer of settlement is fair, equitable and reasonable and requests that the Panel grant the Association's last offer of settlement.

DETECTIVE BUREAU

PRESENT:

Detectives receive a lump sum payment of Two Hundred Dollars (\$200) per year to compensate them for on-call time.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Bargaining unit employees working the Detective Bureau shall receive one (1) hour's pay at time and one half (1-1/2) per tour of standby duty.

CITY'S LAST OFFER OF SETTLEMENT:

City did not make a last offer of settlement in response to Association's last offer of settlement.

ARGUMENT:

The Association requests that the Panel grant the Detective Bureau provision as set forth above in the Association's last offer of settlement.

Testimony on this issue was given by Clarence Reichling, Association witness (Tr. 45-50). The Detective Bureau provision affects two (2) bargaining unit members.

Detective Bureau on call or standby involves the two (2) bargaining unit members alternating and covering a total of approximately two hundred forty four (244) days per year. These days are generally allocated in groups of one (1) week at a time. A "tour of standby duty" as contained within the language of the Association's last offer of settlement can vary from eight (8) hours to seventy two (72) hours if the tour of standby duty should include Saturday, Sunday and Monday as a holiday.

During a tour of standby duty, a detective's off duty hours are considerably restricted. If called, an individual must be able to respond to the Police Department within a reasonable length of time, in condition to work, and dressed to work. Individuals must remain near and available to a telephone or carry a portable radio at all times. These restrictions preclude travel out of the immediate geographic area and any activity which would diminish response time.

Under present practice, a lump sum annual payment of Two Hundred Dollars (\$200) spread over total tours of duty is an exceedingly minimal compensation for the inconvenience and restrictions placed upon an employee.

The City did not offer a counter proposal in the form of its last offer of settlement, nor did it state that its position was to deny the Association's request.

The Association believes that a fair, equitable and reasonable award would be the result of the Panel granting the Detective Bureau provision requested by the Association.

RETIREMENT HEALTH INSURANCE

PRESENT:

The City covers up to Thirty Dollars (\$30) per month of health insurance premiums for retirees on retirement at age sixty (60).

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

The City shall provide paid health insurance for retired employees and spouse at no cost to the retiree regardless of retirement age.

If a retired employee becomes eligible for Medicare and the retired employee desires to be enrolled in the Medicare plan, the City will pay the prevailing premiums for the retired employee and spouse.

Should a National Health Care Plan be instituted, and the retired employee and spouse become eligible for such coverage, and the retired employee wishes to enroll in such plan, the City will pay the prevailing premiums for the retired employee and spouse.

Proposed health insurance benefit to be effective at date of award.

ARGUMENT:

The Association requests that the Panel grant the Retirement Health Insurance provision as set forth above in the Association's last offer of settlement.

Under the present practice, employees are eligible to retire at age fifty five (55) but are compelled to work until age sixty (60) to assure a minimum level of health insurance coverage. The increased longevity of the total U. S. population has made adequate health care a necessity for retired workers. The Association's proposal is, therefore, a societal benefit as well as an employee benefit.

The City did not offer a counter proposal in the form of its last offer of settlement, nor did it state that its position was to deny the Association's request. At no time during the arbitration proceedings has the City presented evidence to refute the Association's argument set forth previously and in the above.

The Association believes that its last offer of settlement is fair, equitable and reasonable and requests that the Panel grant the Association's Retirement Health Insurance provision.

RETIREMENT COLA

PRESENT:

No present provision.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

Retired bargaining unit employees shall receive a cost of living increase provision as an integral part of pension benefits. Such cost of living benefit may be compatible with the City of Grosse Pointe Farms Policemen and Firemen Retirement System, but in no case shall be less than the equivalent cost of living increases in benefits received under the Federal Social Security System (Federal Old-Age, Survivors and Disability Insurance Benefits).

42 U.S.C.A. 415 (i) (1), (2), (3).

Retirement COLA to be effective at date of award.

CITY'S LAST OFFER OF SETTLEMENT:

City did not make a last offer of settlement in response to Association's last offer of settlement.

ARBITRATION:

The Association requests that the Panel grant the Retirement COLA provision as set forth above in its last offer of settlement.

The Association believes that its last offer of settlement is fair, equitable and reasonable and requests that the Panel grant the Association's Retirement COLA provision.

UNION BUSINESS

PRESENT:

On duty officers who are members of the Committee are permitted a reasonable amount of time to process grievances without loss of pay or benefits.

ASSOCIATION'S LAST OFFER OF SETTLEMENT:

A reasonable amount of on duty time shall be allowed to union officers to perform the function of their offices without loss of pay or benefits.

ARGUMENT:

The Association requests that the Panel grant the Union Business provision as set forth above in the Association's last offer of settlement.

Association witness, Clarence Reichling, testified regarding the Union Business provision (Tr. 51-53). Mr. Reichling stated that the Association has an obligation to represent its members and this obligation requires the investigation and resolution of grievances, meetings with attorneys, meetings with the City Manager or Chief of Police, negotiating sessions and disciplinary hearings. It is not always possible for a Union officer to discharge these obligations during non-working hours because many times meetings, over which he has little control, may be scheduled during his working hours. Further, the Association believes that since all of

the four (4) present elected Union officers are obligated to represent their constituency, it may be necessary for one (1) or more to be involved in a particular meeting or problem at the same time, regardless of working schedules of these officers.

The City did not offer a counter proposal in the form of its last offer of settlement, nor did it state that its position was to deny the Association's request.

The Association believes that its last offer of settlement is fair, equitable and reasonable and requests that the Panel grant the Association's Union Business provision.

CITY POSITION

At the meeting of July 2, 1976, intended to be an opportunity for the Association and the City to present last offers of settlement on issues introduced at the June 23 arbitration hearing, the City introduced six (6) economic issues (EI, EII, EIII, EIV, EV, EVI) which the Association contends are new issues. City issues EI through EVI listed below were not presented to the Panel at the June 23 arbitration hearing and the Association had no opportunity to hear testimony regarding these issues or to cross-examine City witnesses or to offer rebuttal. The Association

believes that City issues EI through EVI are not properly before the Panel and should be rejected by the Panel and not considered as part of the pending arbitration.

These six (6) issues and the Association's position on each are as follows:

E I

HEALTH INSURANCE

The City proposes the following language: "The City will maintain Hospital, Medical and Surgical insurance comparable to the presently existing coverage for employees, including Master Medical."

The Association's position is that City proposal E I be rejected and present practices and provisions be retained.

E II

INCREASE IN RATES AFTER THE
EXPIRATION OF THE CONTRACT

"Upon expiration of the collective bargaining agreement, the City will continue to pay the premiums which were effective July 1, 1975. Rate increases after expiration shall be borne by the individual police officer."

The Association's position is that City proposal E II be rejected and present practices and provisions be retained.

E III

UNIFORM MAINTENANCE ALLOWANCE

The City will supply uniforms for each member according to the standards set by the City of Grosse Pointe Farms in its sole discretion and will issue each member the sum of Fifty Dollars (\$50) annually for the maintenance of such uniforms.

The Association's position is that City proposal E III be rejected and present practices and provisions be retained.

E IV

OVERTIME (add paragraph)

There shall be no pyramiding of overtime.

The Association's position is that City proposal E IV be rejected and present practices and provisions be retained.

E V

WORK DAY

All employees shall work eight (8) hours per day not including a half (1/2) hour lunch break. On any day in which it is impossible for an employee to take a lunch break, he shall be paid overtime for the extra half (1/2) hour worked.

The Association's position is that City proposal E V be rejected and present practices and provisions be retained.

E VI

HOLIDAYS (added paragraph)

No member shall receive pay for a holiday if he calls in sick the last scheduled work day prior to the holiday or the first (1st) scheduled work day after the holiday.

The Association's position is that City proposal E VI be rejected and present practices and provisions be retained.

The City says its total offer above the current contract essentially is: (1) Increase in annual wages to Fifteen Thousand Six Hundred Dollars (\$15,600); (2) Assume the increase of approximately One Hundred Thirty Dollars (\$130) per person for hospitalization during the contract year under arbitration; (3) Pay increased overtime costs of approximately Two Hundred Seventy Six Dollars (\$276) resulting from increased compensation; (4) Pay increased holiday pay of Thirty Dollars (\$30) resulting from increased compensation; and (5) Pay increased pension costs of Three Hundred Seven Dollars (\$307) per employee resulting from increased compensation. The cost to the City of this total package is approximately One Thousand Nine Hundred Forty Three Dollars (\$1,943) per person.

The City says its proposed total package would increase wages by eight and three tenths per cent (8.3%),

in-pocket income by nine and four tenths per cent (9.4%), and total compensation by nine and three tenths per cent (9.3%). Such a package is both fair and reasonable.

The City says its proposal compares very favorably with two (2) arbitration awards issued for the comparable community of Grosse Pointe Park. Alan Walt, an experienced 312 arbitrator, awarded the Park fire fighters a two (2) year contract. The average increase in wages for each of the two (2) years was eight and four tenths per cent (8.4%), and the average increase in total compensation was eight and three tenths per cent (8.3%). Thus, the average increases in wages and total compensation for 1975-1976 given by an arbitrator to the City of Grosse Pointe Park fire fighters is comparable to the City's total last best offer to its police officers.

The City's last best offer to its police officers compares even more favorably to the arbitration award for the Grosse Pointe Park police officers, by arbitrator Dean Haber (City Exhibit 2). He awarded the police an eight and three tenths per cent (8.3%) increase in wages, nine per cent (9%) in in-pocket pay, and nine and eight tenths per cent (9.8%) in total (wages and fringes). However those figures are part of a two (2) year contract, and the Park police received only an average increase of seven and nine tenths per cent (7.9%) in wages and eight and one tenth per cent (8.1%) in total compensation for the next two (2) years.

The City's offer would maintain the One Hundred Dollars (\$100) differential in wages between the City and the Park that has existed in the past few years, but the City police would be ahead in every other benefit and in total compensation.

The City says its offer also compares favorably to the collective bargaining agreement between the City of Grosse Pointe and its police officers. Although the police in Grosse Pointe receive One Hundred Dollars (\$100) more in wages than the City's offer, the police in the City of Grosse Pointe Farms still would receive Eight Hundred Fifty Dollars (\$850) more in in-pocket pay.

The City argues that its overall package offers compare favorably with both arbitration awards in Grosse Pointe Park as well as the collective bargaining agreement in the City of Grosse Pointe. The total compensation for a police officer in the City of Grosse Pointe is Twenty One Thousand Eight Hundred Sixty Nine Dollars (\$21,869), and for Grosse Pointe Park after arbitration, it is Twenty One Thousand One Hundred Forty Five Dollars (\$21,145). The total compensation offered by the City of Grosse Pointe Farms is Twenty Three Thousand Four Hundred Seventy One Dollars (\$23,471). Thus, the City of Grosse Pointe Farms' police officers would still be better compensated than their counterparts in the comparable communities of Grosse Pointe and Grosse Pointe Park.

Additionally, the total proposed increase compares very favorably with the five and one tenth per cent (5.1%) increase in in-pocket pay for the public works employees and the seven per cent (7%) wage increase for the City administration in Grosse Pointe Farms as well as the eight and five tenths per cent (8.5%) increase in wages and eight and four tenths per cent (8.4%) increase in in-pocket pay awarded to the fire fighters by Arbitrator Brown.

HEALTH INSURANCE

The City proposes the following language:

The City will maintain Hospital, Medical and Surgical insurance comparable to the present existing coverage for employees, including Master Medical.

The City wants to have the flexibility of providing coverage through insurance carriers other than Blue Cross. The City believes such a provision is reasonable as long as the Police Officers receive the same insurance benefits. Such flexibility is necessary if the City wants to switch to a carrier who could provide such improved service as, for example, better claims handling.

WORK DAY

The City proposes that the work day for its police officers be eight (8) hours with no paid lunch. On any day in which it is impossible for an employee to take a lunch

break, he shall be paid overtime for the extra half (1/2) hour worked. Such a change would make the work day for the police consistent with that of most other City departments (Tr. p. 123). If a police officer's schedule makes it impossible for him to take a lunch break, he is protected by the overtime provisions.

OVERTIME

The City seeks only to add the following language to the present overtime provision:

There shall be no pyramiding of overtime.

PROVISION OF UNIFORMS

The City proposes the following language concerning the provision of uniforms:

The City will provide uniforms for each member according to the standards set by the City of Grosse Pointe Farms in its sole discretion and will issue each member the sum of Fifty Dollars (\$50.00) annually for maintenance of such uniform.

The City proposes the above language and proposes that the clothing allowance be dropped from the collective bargaining agreement. A clothing allowance is unnecessary when the City directly provides the necessary uniforms. The officers would receive no loss in compensation since the uniform allowance is designed to go directly for the purchase of uniforms. The City believes it can control costs by

purchasing the uniforms itself.

If the City provides whatever uniforms it requires, there is no need for a uniform allowance. Arbitrator Walt in the Grosse Pointe Fire Fighters' arbitration followed this reasoning in denying the Union's demand for a clothing allowance because the City there provided all necessary dress and work uniforms. It notes that Arbitrator Brown found that a uniform allowance was not warranted if the City provided the uniforms. Moreover, the Park provides its police uniforms rather than a uniform allowance.

COST OF LIVING ALLOWANCE

The cost of living allowance as posited by the Association with its documents at the hearing and submitted in its brief would amount to a cost to the City as summarized and itemized below:

	<u>Average Additional Cost/Employee</u>	<u>Total Additional Cost to City</u>
COLA (Est. 6% CPI)	\$312	\$6,552
Resultant Increase in Pension Cost (RIPC)	64	1,344
Total Cost of Union Demand	\$376	\$7,896

The City says that no reasonable argument was made by the Union to justify an award of COLA together with the substantial increase in wages offered by the City, and,

therefore, the COLA demand must be denied by the Panel.

LONGEVITY

Longevity has traditionally been utilized to compensate senior employees who are presumably worth more to the City and to overcome traditionally low wages for municipal employees. Thus, longevity has been used much like time off has been used. The City says municipal employees' compensation now compares favorably with private industry and, in many instances, is substantially better. For these reasons, longevity pay should be eliminated. Here, the City is not asking that the present longevity pay be eliminated, only that it not be increased. Such an increase as demanded by the Union would cost the City as follows:

	<u>Average Additional Cost/Employee</u>	<u>Estimated Additional Cost to City</u>
Longevity	\$101	\$2,121
RIPC	21	441
Total Cost	\$122	\$2,562

LONGEVITY IN BASE SALARY

The City says that the above arguments will not be reiterated here other than to say that they are app' to this demand. The cost per employee to the Cit

Ten Dollars (\$10), which includes Eight Dollars (\$8) in overtime and Two Dollars (\$2) in holiday and pension.

Though the amount is not significant, it adds to the perversion of pay based on longevity and should be denied.

Moreover, the Union has failed to introduce any supporting evidence or comparisons. It notes that the Union's witness even admitted on cross-examination she was not aware of any comparable communities that do this (Tr. p. 72).

HOLIDAY PAY

The City says that since police services must be rendered twenty four (24) hours per day, seven (7) days a week, the policemen cannot receive the usual holidays off. In order to compensate for such disadvantage, they were given a greater number of vacation days. Here, policemen receive twenty (20) days or four (4) weeks after one (1) year of service. There are virtually no other jobs any place where an employee receives a one (1) month vacation after one (1) year of service.

The City says that holidays have been incorporated in the expansion of vacation time and have demanded and received time and a half (1-1/2) and later double (2) time for holidays worked.

Finally, the parlay disregards the increase in vacation and double (2) time for the holidays worked and

requested and received a lump-sum payment for holidays scheduled off since such days are not "work days" off.

The City says that no other city listed in the Union's comparables under Union Exhibit 11 maintains the generous holiday pay policy the Union now requests. Only Roseville pays triple (3) time when a holiday is worked. None pay double (2) time when a policeman has the holiday off. Moreover, no city pays a lump sum, as does the City here, in addition to the premium pay.

The cost of the holiday pay demand by the Union is as follows:

	<u>Average Additional Cost/Employee</u>	<u>Total Additional Cost to City</u>
Holiday	\$614	\$12,894
RIPC	125	2,625
Total Cost	\$739	\$15,519

The City strongly urges the Panel to deny the Union's holiday pay demand, not only because it substantially perverts the concept, but also because its cost of implementation is extreme.

SHIFT PREMIUM

Shift work has always been a significant portion of a policeman's job. Thus, shift work is coupled with job hazards, educational requirements, etc., to make up the job

responsibility. The selection of a shift premium is about as logical as paying a premium for any other segment of the job responsibility. The entire job, including shift work, is covered by the salary paid.

Moreover, the better jobs are acquired by the accepted and age-old concept of exercising seniority rights. Policemen with the highest seniority are allowed to select the preferred shift with the preferred work load.

The additional cost to the City of the Union's demand is substantial:

	<u>Average Additional Cost/Employee</u>	<u>Total Additional Cost to City</u>
Shift Premium	\$108	\$2,268
RIPC	22	462
Total Cost	\$130	\$2,730

Aside from the additional cost, it is helpful to review the comparables. The City's present premium is almost identical to that of the City of Detroit, which is not even a comparable city. None of the Grosse Pointes have such an expansive shift premium policy as requested by the Union.

The City submits that the comparable evidence does not support the Union's demand, and the demand should be denied.

COURT TIME

The City's municipal court is located within the

same building that houses the policemen, whereas certain of the Union's comparables such as Roseville and Mount Clemens are district courts located some distance away from their respective police headquarters.

The City's two (2) hour court time is, therefore, completely adequate. The City's policemen are almost without exception in court less than two (2) hours; hence, the two (2) hour minimum adequately covers the situation. Furthermore, any time required over the present minimum is paid at time and a half (1-1/2). Also, because court dates are scheduled well in advance of the required appearance, personal schedules can be arranged without trouble.

The Panel should not be hoodwinked into believing there is any similarity between "court time" and "call-in time" where a policeman is called in on short notice, which gives little time to rearrange a personal schedule.

Here again, the City says that the comparables do not support the Union's four (4) hour court time request. The cities of Grosse Pointe and Harper Woods have a two (2) hour court time minimum. East Detroit has a two and one half (2-1/2) hour minimum. The City urges that the Panel reject the Union's demand.

CALL-IN

The City says the request for increased call-in

pay from two (2) hours to four (4) hours is not supported by evidence of comparables or need.

The City says there is no showing that the present call-in time is inadequate. The comparables reflect that the cities of Roseville and St. Clair Shores have a minimum of four (4) hours of straight time. East Detroit has two and one half (2-1/2) hours, not four (4) hours, and all the rest, with the exception of Harper Woods, have a two (2) hour call-in time.

The increased cost to the City for such stepped up call-in time is as follows:

	<u>Average Additional Cost/Employee</u>	<u>Total Additional Cost to City</u>
Call-In	\$46	\$ 966
RIFC	9	189
Total Cost	\$55	\$1,155

The demand for call-in time increase should be denied.

SICK LEAVE ACCUMULATION

The City says that sick leave accumulation is perhaps the most extreme example of the perversion of fringe benefits in the public sector. Originally, sick leave similar to other income protection maintenance insurance

was conceived to allow an employee to accumulate time during periods of health so that during periods of sickness, the income could be maintained. Thus, with sick leave, like income maintenance insurance, the only way to collect is to have the misfortune of illness. No one would suggest that the premiums paid for such insurance were wasted if a person remains healthy.

The City says that sick leave is not an alternate to increased wages to which only the healthy are entitled, leaving the sick short changed. This Union demand must be denied.

Significantly, and in conjunction with the foregoing argument, no employee of the City's Police Department who has had one hundred twenty (120) days accumulated in sick leave (the past maximum) has ever used all of his sick days during a serious illness. It would appear that the one hundred sixty (160) days, which accumulation was awarded last year, is more than sufficient, and, in fact, no member has that accumulation presently.

SICK LEAVE PAYOUT

As previously argued, there is no logical justification for this demand. Moreover, the cost to the City would be significant.

An example of the illogic of the concept as applied

by the Union would be the comparison between two (2) thirty (30) year policemen, each of whom had access to three hundred sixty (360) working days off, one who has the misfortune of being ill off and on during the thirty (30) years and who has needed the bulk of his sick days, and one who has not. The one who has been ill will receive no sick leave at retirement. The healthy policeman would receive about one and a half (1-1/2) year's pay, i.e., three hundred sixty (360) working days, based on the Union's demand.

The City says the demand appears to violate the City's charter in that it changes the retirement benefit program for City employees in an unequal manner.

The City says that for the first (1st) time, the Union demands a seventy five per cent (75%) payout to the employee's beneficiary if death occurs prior to retirement. This fact, coupled with the gross disregard for any good faith to come to grips with a meaningful negotiation prior to arbitration, evidences the blatant disregard by this Union of its obligation under the Act. The Union's conduct prior to arbitration, during arbitration, and in its final demands, evidences a gross disregard of its obligations to its membership and the City.

This sick leave payout demand must be denied and the following language added:

Sick Leave Payout on Retirement

Sick leave benefits due upon retirement shall be paid within sixty (60) days after the retirement at the rate of Sixty Dollars (\$60.00) per day for fifty per cent (50%) of the difference between one hundred twenty (120) days and one hundred sixty (160) days of unused sick leave.

The Sixty Dollars (\$60) per day is the per day rate at the proposed wage. The proposed change is an increase over the present sick leave payout provision.

SICK LEAVE EARNED

Incorporated herein are the foregoing arguments with respect to sick leave. Here, again, the Union not only misses the point of sick leave, but also fails to show any reason why twelve (12) days earned sick leave per year is inadequate, and fifteen (15) days is now needed.

The demand should be denied. Moreover, the comparables do not support the Union's demand.

CHARGE AGAINST SICK LEAVE BANK

Workmen's compensation is established by statute and provides for payment of benefits to employees injured on the job. There are no provisions in the statute which require a city to grant an employee any other benefit. However, a provision has been negotiated into the contract whereby the City will pick up the difference between the

workmen's compensation check and the employee's regular wage. Since the workmen's compensation check is about one half (1/2) of the employee's regular wage, such employee was charged with a one half (1/2) sick day. This is, again, the purpose for which sick days were originally established. It, in effect, doubled the time period during which an employee's sick leave could be used to supplement his workmen's compensation check to full pay. Without any justification whatsoever, this half (1/2) day was reduced to a quarter (1/4) day by the arbitration award of November 28, 1973, adding further to the perversion of the concept.

The City says that if the Union's proposal were adopted, there would be no incentive for an employee to return to work. It is difficult, if not impossible, to administer a contractual provision which has no limit set to it. In short, the logical extension of this provision is that the loss of sick days to an officer's sick leave bank would never again happen. It would be a thing of the past. This element alone is a fatal defect in the provision, since it would allow blatant circumvention of established sick leave procedures and would make them ineffective.

The City urges the denial of the Union's outrageous demand and urges the adoption of the following language which puts into perspective the charge to accumulated sick leave:

An employee who, as a result of injury, which is not the result of the actions or conduct of another person or persons while on duty, who is eligible for sick leave and who has become eligible for paid workmen's compensation will be paid by the employer an amount of money which, when added to the weekly workmen's compensation check, will equal one (1) work week's pay. In such cases the employee will be charged with one half (1/2) day of paid sick leave for each scheduled work day.

If bodily injury results to an employee from the actions or conduct of another person or persons in the performance of duty, and he becomes eligible for workmen's compensation benefits, he will be paid by the employer an amount of money which, when added to the weekly workmen's compensation check, will equal one (1) regular work week's pay. The first (1st) eight (8) calendar weeks of such disability will not be charged against his accumulated sick leave. For each day of such disability in excess of eight (8) weeks for which an employee receives a partial payment of wages, he will be charged with one half (1/2) day of paid sick leave for each scheduled work day.

PERSONAL LEAVE

The City says that only one city--Roseville--provides its employees with three (3) personal leave days per year not charged against the sick leave bank. This is hardly a mandate for a change of the magnitude of one (1) day to three (3) days, especially since Roseville is not a comparable city.

Police officers have more control over their schedules than public works employees or administrative

employees, both of which have one (1) day of personal leave. They have control through the scheduling process since they may choose, according to seniority, the shift they wish. They have further control in that they may "trade" shifts to accommodate any personal needs requiring attention. Neither of these features is present with public works and administrative employees who must work Monday through Friday. With the aforementioned options open to them, plus the one (1) personal leave day they now have, policemen are able to handle most, if not all, of their personal matters which must be handled during working hours.

The City argues that this expansive demand must be denied by the Panel and policemen would continue to receive one (1) personal leave day.

DETECTIVE BUREAU

The three (3) persons working in the Detective Bureau are volunteers. They are not assigned to the Bureau-- they sought the benefits of such job responsibility which include greater amounts of overtime than patrol officers; holidays and Sundays off; improved vacation period selections, because they only compete among three (3) persons; and they receive Two Hundred Dollars (\$200) lump sum payment for special services required as a detective.

Moreover, the detectives are not required to remain at home during their on-call periods. They carry a "beeper"

which summons them when necessary. They must be within one (1) hour's return to the job, which is a fifty (50) to sixty (60) mile radius from the City. They are usually on call only during nighttime hours since their three (3) overlapping shifts run from 8:00 a.m. to Midnight, and a detective is not on call when another detective is present at the job. Consequently, they are substantially free to do whatever they want during the day, and are usually home sleeping during the night. There is a minimum loss of flexibility in their personal schedules.

For the foregoing reasons this demand must be denied.

RETIREMENT HEALTH INSURANCE AND
RETIREMENT COST OF LIVING ALLOWANCE (COLA)

The City says these two (2) demands create the following astronomical costs to the City:

Retirement Health Insurance

Total Cost: \$5,142

Note: Cost of \$5,142 is calculated from present retirement records as of July, 1976. This amount could well increase because of inflation and the incentive to retire early.

Retirement COLA

Note: According to actuary, Gabriel Roeder, Smith & Co., cost is greater than 5% of payroll and may well approach 10% of payroll. Using 7-1/2% as an average:

Cost = \$3,392 (cost of all demands per employee)
+ \$16,233 (FY 74-75) = \$19,625 x 7.5% = \$1,422
per employee.

Regarding current provisions for health insurance for retirees, it did not come about as a result of negotiations or arbitration. The City notes that it was adopted by the electorate as an Amendment to the Charter of the City of Grosse Pointe Farms and had the full support of the City Council. The provision in effect covers the health insurance premiums of a retiree who retires at age sixty (60) up to Three Hundred Sixty Dollars (\$360) per year. Until this year, this amount was sufficient to cover fifty per cent (50%) to one hundred per cent (100%) of the premium cost, depending upon age and number in the family.

Regarding retirement COLA, the City notes that the City of Grosse Pointe Farms has one of the best pension systems in the Detroit area. This is illustrated by the pension contributions shown in City Exhibit B. The City pays twenty and thirty seven hundredths per cent (20.37%) of payroll; Grosse Pointe City pays eighteen and three hundredths per cent (18.03%); Grosse Pointe Park pays fourteen and forty three hundredths per cent (14.43%); Grosse Pointe Shores pays sixteen and six tenths per cent (16.60%); Grosse Pointe Woods pays eighteen and a half per cent (18.5%); and Harper Woods pays eighteen and ninety two hundredths per cent (18.92%). The last police officer to retire received

a pension from the City of Six Hundred Eighty Six Dollars and Ninety Nine Cents (\$686.99) per month, or Eight Thousand Two Hundred Forty Four Dollars (\$8,244) per year. This is more money than many people are now earning on a full-time job and with a family to raise and a house to pay off besides. It would take a great deal of inflation to deflate the purchasing power of this substantial pension to the point where a retiree would be struggling. The reason, of course, that employees reach such a high pension amount is that there is a built-in inflator in wages and benefits. This more than keeps pace with the consumer price index as shown by City Exhibit K. That exhibit shows that the improvement in in-pocket pay for a patrol officer over "cost of living" increases has resulted in a thirty two per cent (32%) improvement in purchasing power over an eight (8) year period. Such large improvements in wages and benefits, reflected in a monthly pension, provide a large cushion for the retiree.

Also, the pension is a Charter provision and requires voter approval.

For the foregoing reasons, both the Retirement Health Insurance demand and the Retirement Cost of Living Allowance demand must be denied.

UNION BUSINESS

The Union wants on-duty time allowed to all the

Union officers to perform the functions of their office without loss of pay or benefits.

The City notes that almost twenty per cent (20%) of the Union members are officers of the Union. The Union wants those officers to be free to engage in whatever they decide is Union business whenever they want. The alternatives for the City are to pay as many as four (4) policemen overtime to cover for the Union officers as well as pay the Union officers for not working, or to have the City shorthanded. Both of these alternatives are as unreasonable as the Union's proposal. The Union's economic proposal (Tr. p. 82) should be rejected, and the present language should be retained, especially because the Union has presented no evidence for its demand.

NON-ECONOMIC ISSUES

GRIEVANCE PROCEDURE

The Association argues that the informal resolution of differences or grievances is encouraged and that employees and City representatives are encouraged to resolve grievances at the lowest possible level of supervision.

The Association requests the following language:

Step 1. If a dispute arising over the application or interpretation of the provisions of this Agreement cannot be settled in an informal manner, a grievance may be submitted

in writing by a Union representative to the grievant's supervisor, or if the supervisor is not available, with the next ranking officer in charge, or within thirty (30) days after the grievant becomes reasonably aware that a grievance has arisen. The supervisor upon whom the grievance has been served shall answer, in writing, within ten (10) calendar days.

Step 2. If the grievance is not satisfactorily adjusted or acted upon within ten (10) calendar days or the time limit is not mutually extended at Step 1, the grievance shall be referred to an appropriate Union representative who shall appeal such grievance to the Chief of Police. A meeting between appropriate Union representatives and the Chief shall be held to discuss the grievance within ten (10) calendar days after the Chief receives the grievance. The Chief shall reply in writing to the grievance within ten (10) calendar days after the meeting.

Step 3. If the grievance is not resolved in the meeting between the Chief and the Committee, the matter may be referred by the Union to the City Manager within ten (10) calendar days after the Chief's written reply to the grievance. Within ten (10) calendar days of the referral by the Union to the City Manager, a meeting will be held between the City Manager and the Union to discuss the grievance. Within ten (10) calendar days after the meeting, the City Manager shall reply in writing.

Step 4. Any dispute or grievance concerning the application or interpretation of this agreement that cannot be adjusted by exhausting the grievance procedure may be submitted by either the City or the Union to arbitration. Either party may, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. For all grievances such request shall be made within ten (10) days after receipt of the City Manager's Step 3 reply.

The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within ten (10) calendar days of the request for arbitration, within the next ten (10) days thereafter the party requesting arbitration shall file a demand for arbitration with the American Arbitration Association in accordance with its rules and regulations. The fee and expenses of the arbitrator shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement, except as herein limited.

The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof.

The arbitrator's award shall be final and binding on the parties and affected employees.

Grievances affecting a number of employees may be treated as policy grievances and entered directly at the second step of the grievance procedure.

All employees shall have the right to be represented by the President or a member of the Committee and/or legal counsel at all disciplinary conferences or procedures.

Time limits in the grievance procedure shall be adhered to except when extended by mutual agreement between Management and the Union. Failure to comply with such time limits makes the decision at the prior step binding.

The City believes that a Grievance-Arbitration Procedure should not be a "gift" from the Panel. It says the quid pro quo for the Grievance-Arbitration Procedure should be a more explicit Management Rights Clause. In addition the City submits that thirty (30) days is too long a period in which to permit an employee to file a grievance.

MANAGEMENT RIGHTS

The City proposed a Management Rights Clause and attached it to its post-hearing brief as Exhibit C. The Clause reads as follows:

MANAGEMENT RIGHTS - CITY

A. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

B. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the city, including, but without limiting, the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials and equipment to be used, and the discontinuance of any or all services, material or methods of operation; (b) to introduce new equipment, methods, processes, change or eliminate existing equipment, decide on materials, supplies and equipment to be purchased; (c) to construct new facilities or improve existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force; (f) to hire, assign, and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day; (g) probationary employees' service with the employer may be terminated at any time by the employer; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content

and classification within the bargaining unit; (j) to establish work schedules, including overtime work, as required in a manner most advantageous to the Police Department and consistent with requirements of municipal employment and public safety; (k) to discipline, demote, suspend, and discharge employees for just cause; (l) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (m) to transfer and promote employees from one classification, department or shift to another within the bargaining unit; (n) to select employees for positions and to determine the qualifications and competency of employees to perform available work; (o) to control the Police Department budget; (p) to evaluate the performance of employees in their duties; and (q) to take whatever reasonable action necessary in emergencies in order to assume proper functioning of the Police Department.

In response, the Association says it recognizes the prerogatives of the City and of its Police Department to operate and manage its affairs in all respects in accordance with its civic responsibilities and powers. The Association's Last Offer of Settlement reads as follows:

A. The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its civil responsibilities and duties. ♥

B. The City has the right (a) to manage its affairs; (b) to introduce new equipment, change or eliminate existing equipment, decide on materials, supplies and equipment to be purchased provided any such change made pursuant to Article IX (B) (b) is reasonable to the health and safety of the bargaining unit employees; (c) to construct new facilities or improve existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to lay off personnel for lack of work or funds; (f) to schedule overtime work as required

in a manner most advantageous to the department; (g) to hire, to direct the work force, assign work and determine the number of employees assigned to operations; (h) to discipline, demote, suspend and discharge employees for just cause; (k) to adopt, revise and enforce reasonable rules and regulations; (l) to transfer and promote employees from one classification or shift to another within the bargaining unit; (m) to control the Police Department budget; (n) to take whatever reasonable action is necessary in emergencies in order to assume proper functioning of the Police Department.

C. It is agreed by the Police Department and the Association that the City is obligated to provide equality of opportunity, consideration, and treatment of all members of the Police Department and to establish policies and regulations which will assure such equality of opportunity, consideration and treatment of all members employed by the Police Department in all phases of the employment process.

MAINTENANCE OF CONDITIONS

The City proposes that the Maintenance of Conditions Clause be dropped from the contract.

It argues that inclusion of the language proposed by the Union could render the entire Management Rights Clause nugatory. The City believes that the Arbitration Panel must either eliminate the Maintenance of Conditions Clause or write a specific exception into it for actions taken by the City pursuant to the Management Rights Clause.

However, the City does offer a compromise Maintenance of Conditions Clause similar to the one in the comparable City of Grosse Pointe. It reads as follows:

No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement. The parties further agree that all provisions of the City Charter, City Code (Ordinances) and Resolutions of the City Council, as adopted or amended from time to time, relating to the working conditions and compensation of the employees are incorporated herein by reference and made part hereof to the same extent as if they were specifically set forth.

The Association's last offer of settlement is that wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement.

No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. This Agreement shall supersede any rules and regulations inconsistent herewith.

PERSONAL LEAVE PERMISSION

The City states that the present language is reasonable, and that it makes allowance for emergencies. It says that the Union presented no evidence that the present provision has not worked, or that its members have suffered abuse in taking personal leave. It argues that it must be kept to permit the City to do that type of administration necessary to run a city.

The Association's Last Offer of Settlement is:

Earned personal leave shall be granted to bargaining unit employees on twenty four (24) hour notice without exception.

Personal Leave Permission to be effective
at the date of award.

RESIDENCY

At present, patrolmen covered by the Agreement must maintain a residence within the boundaries as outlined on a map of southeastern Michigan, a copy of which was submitted.

The Association's Last Offer of Settlement on residence is that prevailing boundary restrictions should be abolished and any residency restrictions should be eliminated, to be effective at the date of award.

On Residency, the City proposes the following provision:

Those members now living outside Grosse Pointe Farms shall move into Grosse Pointe Farms if they move in the future. New members shall move into Grosse Pointe Farms within six (6) months after they commence work.

The Panel should note that this proposed language does not require present officers to move into the City. They only need move into the City if they move in the future.

The City says it proposes this language for four (4) reasons: (1) The increased sensitivity to the needs of the community resulting from actually living in the community; (2) A vested interest as a resident in the performance of police duties; (3) The practical advantage of having the

police officers off duty within the community; and (4) The increased quality of services provided (Tr. p. 121). The new policy would both deter crime and improve police-community relations (Tr. p. 122).

The City says the new boundary requirements are not as onerous as they might appear. Many of the officers now live in the Grosse Pointes, and many homes in the City are within the economic means of a police officer.

PAYROLL SAVINGS

The Association's request is that the City shall provide a system of payroll savings whereby bargaining unit employees may elect to divert a portion of income to a legally established credit union, and/or bargaining unit employees may elect to divert a portion of income to U. S. Savings Bonds. Further, it says the designation of one (1) credit union will be made by mutual agreement of the City and the bargaining unit.

The City responds that the institution of a payroll savings plan would be an administrative burden that would cost the City in time and money.

SICK LEAVE

At present, an officer who calls in sick must fill out and submit a "City of Grosse Pointe Farms Request

for Compensation for Sick Day" form. The Association's Last Offer of Settlement is to eliminate the requirement that the sick day form be filled out and submitted.

The City points out that the sick leave form was instituted, and is used, for all City employees, including the Chief of Police. The City says it is willing to bargain about revision of the form, but it is not willing to relinquish its right to use the form.

AWARDS - ECONOMIC AND NON-ECONOMIC ISSUES

It should be noted that the Chairman has written the background in each case. The members of the Panel have only voted in each case.

ECONOMIC ISSUES - Opinion and Award

WAGES

The Association's request of a nine and seventy two one hundredths per cent (9.72%) increase places it sixth (6th) out of twelve (12) comparable communities. It is noted that two (2) of the cities involved are Grosse Pointe Park and Grosse Pointe City, and the City's offer would place Grosse Pointe Farms below them. The Association's

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and City's positions are set forth in detail above. The Association's request on wages is granted.. Mr. Evans concurs, Mr. Lock dissents.

COST OF LIVING ALLOWANCE

In light of the substantial wage increase awarded by a majority of this panel, the Association COLA demand is denied. Mr. Lock concurs, Mr. Evans dissents.

LONGEVITY

Here, the Association requested a substantial increase in its last best offer. The City is not asking that the present longevity pay be eliminated, only that it not be increased. The City's request is granted. Mr. Lock concurs, Mr. Evans dissents.

LONGEVITY IN BASE SALARY

In light of the wage raise granted and the lack of sufficient comparables on the change requested by the Union, the Association's request will be denied. Mr. Lock concurs, Mr. Evans dissents.

HOLIDAY PAY

In light of the comparables submitted at the hearing, the police officers in Grosse Pointe Farms will be

compensated in the future as they are at the present time.

Mr. Lock concurs, Mr. Evans dissents.

SHIFT PREMIUM

It is noted that the better jobs are acquired by the concept of exercising seniority rights. Policemen with the highest seniority are allowed to select the preferred shift with the preferred work load. The Association's request is not granted. Mr. Lock concurs, Mr. Evans dissents.

COURT TIME

With the location of the City's municipal court in mind and the fact it is in the same building that houses the policemen, the City's two (2) hour court time is, for the present, adequate. It is noted that any time required over the present minimum is paid at time and a half (1-1/2). Mr. Lock concurs, Mr. Evans dissents.

CALL-IN

The City's argument that the request for increased call-in pay from three (3) hours to four (4) hours is not supported by evidence of comparables or need is persuasive. Mr. Lock concurs, Mr. Evans dissents.

SICK LEAVE ACCUMULATION

The evidence presented is persuasive that the

one hundred sixty (160) days is sufficient for the present.

Mr. Lock concurs, Mr. Evans dissents.

SICK LEAVE PAYOUT

A high percentage of comparable police forces have a sick leave payout equal to or better than the Association's last offer of settlement. The Association's request is granted. Mr. Evans concurs, Mr. Lock dissents.

SICK LEAVE EARNED

The comparable police forces of Grosse Pointe Woods and Grosse Pointe Shores receive fifteen (15) sick days per year. Therefore, the Association's request is granted. Mr. Evans concurs, Mr. Lock dissents.

SICK LEAVE CHARGED

The panel agrees that the present language will be continued. Mr. Evans and Mr. Lock concur.

PERSONAL LEAVE EARNED

In the absence of sufficient comparables, a change of personal leave days from one (1) to three (3) is not granted. Mr. Lock concurs, Mr. Evans dissents.

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DETECTIVE BUREAU

In appraising the work performed, hours required, no change is granted for this contract. Mr. Lock concurs, Mr. Evans dissents.

RETIREMENT HEALTH INSURANCE

The City notes that the current provision for health insurance for retirees was not a result of negotiations or arbitration, as it was adopted by the electorate as an Amendment to the Charter of the City of Grosse Pointe Farms and had the support of the City Council. Therefore, no change is indicated. Mr. Lock concurs, Mr. Evans dissents.

RETIREMENT COLA

The comparables show this City to be higher in its payroll contributions than its immediate neighbors. The Association request is denied. Mr. Lock concurs, Mr. Evans dissents.

OVERTIME

The City's proposal is not granted and present practices and provisions will be retained. Mr. Evans concurs, Mr. Lock dissents.

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UNIFORM MAINTENANCE ALLOWANCE

The provision for the City to provide uniforms is in pattern with comparable units within the same city. However, any uniform allowance already granted shall not be taken away. The City's request is granted. Mr. Lock concurs, Mr. Evans dissents.

HOLIDAYS

The comparables listed seem to bear out the Union's position that the City proposal be rejected and present practices and provisions be retained. Mr. Evans concurs, Mr. Lock dissents.

HEALTH INSURANCE

The City wants to have the flexibility of providing coverage through insurance carriers other than Blue Cross. This provision is reasonable as long as the police officers receive the same insurance benefits. Mr. Lock concurs, Mr. Evans dissents.

INCREASES IN RATES AFTER EXPIRATION OF CONTRACT

The City proposes that upon expiration of the collective bargaining agreement, the City will continue to pay the premiums which were effective July 1, 1975. Rate increases after expiration shall be borne by the individual police officer. This does seem to be a matter for decision

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in the next contract. Therefore, the City's position is denied and present practices and provisions are retained. Mr. Evans concurs, Mr. Lock dissents.

WORK DAY

The City proposes that the work day for its police officers be eight (8) hours with no paid lunch. However, due to the circumstances of police work, the present language shall be retained. Mr. Evans concurs, Mr. Lock dissents.

UNION BUSINESS

In light of the size of the police force and the comparables listed, the present language will be retained. Mr. Lock concurs, Mr. Evans dissents.

NON-ECONOMIC ISSUES - Opinion and Award

GRIEVANCE PROCEDURE

Hopefully, the change in language proposed by the Association will result in the resolution of grievances at the lowest possible level. Unlike a production plant with literally hundreds involved in shift changes, the extension of time for the settlement may be helpful to both parties.

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The Association's request is granted. This grievance arbitration procedure shall apply only to those grievances timely filed after the issuance of this award except that they shall also apply to the grievance concerning the assignment of a patrolman to the Detective Bureau. Mr. Evans concurs, Mr. Lock dissents.

MANAGEMENT RIGHTS

Both parties presented a detailed Management Rights Clause, where on the other hand, the one in the past Agreement does preserve the rights of Management. However, since both parties apparently prefer a more detailed Management Rights Clause, the Chairman is recommending the one submitted by the City. Mr. Lock concurs, Mr. Evans dissents.

MAINTENANCE OF CONDITIONS

The Maintenance of Rights Clause shall be continued in the contract but with the substituted language suggested by the City. The rights of the police officers are not abrogated by that language, and it is noted in passing, it is language not only similar to a neighboring city, but in other comparable cities. Mr. Lock concurs, Mr. Evans dissents.

PERSONAL LEAVE PERMISSION

The present language does appear reasonable, and it does make allowance for emergencies. That being the case, it should be continued. Mr. Lock concurs, Mr. Evans dissents.

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RESIDENCY

The panel agrees that no change in existing language will be made. Mr. Evans and Mr. Lock concur.

PAYROLL SAVINGS

This is a proposal which should, in fact, if adopted, be available to all City employees and provided for in that way. Therefore, the Association request is not granted for this contract. Mr. Lock concurs, Mr. Evans dissents.

SICK LEAVE

In light of the fact this is a City-wide requirement, and, as noted by the City, includes the Police Chief, the matter of continuing the requirement is granted, with the provision that the City is willing to bargain about the revision of the form. Mr. Lock concurs, Mr. Evans dissents.

ARBITRATION PANEL

E. J. Forsythe
E. J. FORSYTHE, CHAIRMAN

Carrol Lock
Carrol Lock, City Delegate
Concurs as indicated in the Award

Gordon Evans
Gordon Evans, Association Delegate
Concurs as indicated in the Award

DATED: January 31, 1977