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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
STATUTORY LABOR ARBITRATION PANEL

In the Matter of Arbitration Between:

CITY OF GROSSE POINTE FARMS

AND

Case No. - D78-F1573

GROSSE POINTE FARMS POLICE  
OFFICERS ASSOCIATION

Arbitration Panel:

George E. Gullen, Jr. Chairman  
Carrol C. Lock, City Delegate  
Gordon Evans, Association Delegate

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EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

*Grosse Pointe Farms; City of*

OPINION AND AWARD

This proceeding in arbitration was brought pursuant to Act 312 of the Public Acts of 1969, as amended (MCLA 423.231) et. seq.; MSA 17.455 (31), et. seq.; the Police-Firefighters Arbitration Act. On December 6, 1978, the Michigan Employment Relations Commission appointed the undersigned, George E. Gullen, Jr., Chairman of a panel of arbitrators in a dispute involving contract negotiations between the parties. Carrol Lock was named as City Delegate to the panel; Gordon Evans was named as Association Delegate.

A hearing was held on January 23, 1979 at the Michigan Employment Relations Commission Office in Detroit, Michigan. Representing the City of Grosse Pointe Farms (hereinafter referred to as the City) was Dickinson, Wright, McKean, Cudlip & Moon by Timothy H. Howlett.

Representing the Grosse Pointe Farms Police Officers Association (hereinafter referred to as the Association) was Gregory, Van Lopik, Korney and Moore, by Nancy Jean Van Lopik.

At the hearing both parties presented testimony and written exhibits on each of the issues in dispute. Pursuant to stipulation of the parties each submitted last best offers on February 2, 1979 and briefs on March 27, 1979. The panel met on April 3, April 30, May 21, June 7, and June 25, 1979.

#### ISSUES

1. Management Rights
2. Wages
3. Cost of Living Allowance
4. Longevity
5. Shift Premium
6. Number of holidays
7. Payment for holidays not worked
8. Life insurance
9. Sick Leave
10. Personal Leave days
11. Use of sick leave
12. Worker's compensation
13. Lunch break
14. Uniforms and maintenance

#### INTRODUCTION

The collective bargaining agreement last entered into by the parties had effect from July 1, 1976 to June 30, 1978. The present relationship between the parties is governed thereby. Agreement has not been reached on a contract for the current year. The parties have reached impasse in bargaining on a new one year agreement.

Resolution of this dispute is governed by Act 312 of the Public Acts of 1969 which provides for binding arbitration. Under the Act the parties must submit to the panel and each other last offers of settlement on each economic issue in dispute. As to each

economic issue the panel must adopt the last offer of settlement which more nearly complies with applicable factors set out in the Act. Those factors include:

1. The lawful authority of the employer.
2. Stipulations of the parties.
3. The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
4. 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.
5. The average consumer prices for goods and services commonly known as the cost of living.
6. 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.
6. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

The parties are in agreement that all issues save the Management Rights issue are economic.

In the evidence and arguments submitted by the parties considerable attention was paid to the wages, hours of employment and other conditions of employment in police department-city agreements in other communities in Southeastern Michigan.

A critical determination that must be made in the use of such data is the degree of comparability of such other units with the parties herein.

The City is a residential community of approximately 11,700 people with relatively low population density and high per capita income. The tax burden per capita is high, with relatively little commercial and industrial contribution proportionally. The

residents enjoy a high level of city services.

The City's police department operates on a 7-day, 24 hour basis, providing normal police services. The City has a comparatively high police officers to population ratio and low crime rate.

The Association presented evidence regarding 11 comparable communities:

1. Beverly Hills
2. Birmingham
3. Detroit
4. City of Grosse Pointe
5. Grosse Pointe Park
6. Grosse Pointe Shores
7. Grosse Pointe Woods
8. Harper Woods
9. Huntington Woods
10. Lathrup Village
11. St. Clair Shores

The City cites as comparable the following:

1. City of Grosse Pointe
2. Grosse Pointe Park
3. Grosse Pointe Woods
4. Grosse Pointe Shores
5. Harper Woods

Considerable attention has been paid to the cited communities in terms of similarity with the City. In terms of population, proximity, nature of services and residential/commercial configurations the communities listed by the City are most realistically similar to the City of Grosse Pointe Farms. The "traditional" comparables of the Pointes and Harper Woods must be most heavily relied upon. Proper perspective can only be maintained, however, by also considering conditions in the other communities cited by the Association where there are significant differences.

Of the other factors considered by the panel considerable attention has been paid to the cost of living and will be discussed

where pertinent. Also given appropriate weight are the interests and welfare of the public and the financial ability of the City. Although no claim of inability to pay is made by the City, careful consideration of costs has been given by the panel in an effort to maintain financial responsibility. The overall compensation of the employees is another factor given much consideration. While decision must be made on each issue submitted the effect of the package as a whole is a major factor in resolving the individual economic issues. The lawful authority of the employer and stipulations of the parties are dealt with where applicable.

#### DISCUSSION AND DECISION

##### Management Rights

In the management rights article of the present contracts, at paragraph B (f), the City reserves unto itself the right 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."

The Association proposes amending B (f) to read: to hire, assign and lay off employees. It urges that the language concerning reductions in work week and day may create problems in the inherent conflict between the existing language and the existing maintenance of conditions clause and the fact that the officers are salaried.

The city position is to retain present language. As no reductions have occurred and no present problem exists, there is no need or support for a change.

The Association submits and the City does not rebut that no other contracts in the comparable communities have such language.

As the Association admits, however, the officers may well be protected against disadvantage by the maintenance of conditions clause and, indeed, no present conflict exists on the matter. The panel, accordingly, finds no basis for changing the existing language.

Mr. Lock concurs; Mr. Evans dissents.

WAGES:

PRESENT

	<u>Start</u>	<u>6 Month</u>	<u>18 Month</u>	<u>30 Month</u>	<u>42 Month</u>
Patrolman	\$14,845	\$15,662	\$16,408	\$17,144	\$17,900

Corporal's Salary = \$19,000

ASSOCIATION PROPOSAL (As of July 1, 1978)

Patrolman	\$16,172	\$17,062	\$17,875	\$18,676	\$19,500
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Corporal's Salary = \$20,600

The City's offer for patrolmen is a 7.8% increase across-the-board with a stated salary of \$19,300 at 42 months and \$20,400 for corporals at maximum step (maintaining \$1,100 differential for corporals.)

The Association contends that its salary demand is well within the range of its comparable communities and is necessitated by inflation. The City contends that its offer is more in line with the salaries in the comparables even without a cost of living allowance (COLA).

The City wage offer is a \$1,400 increase over present pay or 7.8%, in recognition of the increase in the cost of living. The association would increase wages \$1,600 or 8.9%. Top pay for patrol officers in Grosse Pointe and Grosse Pointe Park for the current year is \$19,100, less than either proposal. Grosse Pointe Woods and Shores pay in excess of \$20,000, but both parties acknowledge that these pay rates, being in public service departments, are not appropriately comparable to the Farms. Harper Woods, at \$17,869, is the lowest of the comparables. In the context of the pay in similar communities both proposals rate favorably. The decision which of the two is more reasonable depends primarily upon whether a cost of living allowance will be added to the wage. Since the panel finds that the Association's COLA proposal must be accepted the wage offer of the City is the more appropriate wage rate as a combination of the Association wage rate and COLA would amount to an excessive and an unwarranted increase.

Mr. Lock concurs, Mr. Evans dissents.

COST OF LIVING ALLOWANCE:

The existing collective bargaining agreement of the parties contains the following COLA provision:

- "A. Employees shall receive a cost of living allowance in accordance with the following plan.
- B. Cost of living increases in base wages will be determined in accordance with increases in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Detroit, Michigan, All Items (1967 = 100) based on the 1960-1961 Survey of Consumer Expenditures as published by the Bureau of Labor, hereinafter referred to as the "Index".
- C. Cost of living allowance shall be paid in a lump sum as a separate check prior to March 31, 1978. The amount of cost of living allowance shall be based upon the increase in the Index at December 1977 over the Index at June 1977 and shall be calculated on the basis that four tenths (.4) increase in the Index shall equal one cent (1¢) per hour up to a cap of twelve cents (12¢) per hour using one thousand (1,000) hours for each employee as hours worked during the six (6) month period from January to June, 1978 provided that the employee was on the payroll during the six (6) month period. In the event that an employee separates from service with the employer prior to June 30, 1978 by reason of retirement, death, resignation, discharge or an unpaid leave of absence, such employee shall receive a pro rata amount."

The Association's last offer of settlement proposes a change in the COLA, with the new provision to read as follows:

- A. Employees shall receive a cost of living allowance in accordance with the following plan.
- B. Cost of living increases in base wages will be determined in accordance with increases in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers, Detroit, Michigan, All Items (1967 = 100) based on the 1972-1973 Survey of Consumer Expenditures as published by the Bureau of Labor Statistics, U.S. Department of Labor, hereinafter referred to as the "Index".
- C. Cost of living allowance shall be paid in a lump sum as a separate check approximately two weeks after publication of the July 1979 Index.
- D. The amount of the cost of living allowance that shall be paid for the annual period July 1978 to July 1979 shall be based on the increase in the Index between July 1978 and July 1979; it shall be determined on the basis that four tenths (.4) increase in the Index shall equal one cent (1¢) per hour. The number of hours to be used in computation shall be all straight time and overtime hours.



The City's last offer of settlement proposed that no COLA provision be included in the contract.

Because of the significance of the COLA to both parties, the wide disparity between them on the issue, and the possibility that a better understanding might be reached thereby, the Chairman remanded the COLA issue to the parties for further negotiations pursuant to Act 312 on May 31, 1979. During negotiations movement was made by both parties, closing the gap between the two last best offers. The parties, although unable to reach agreement on the issue, subsequently delivered amended last best offers to the Chairman on the COLA issue, which are set out below:

GROSSE POINTE FARMS  
POLICE OFFICERS ASSOCIATION

AMENDED "LAST" OFFER

COST OF LIVING ALLOWANCE

A. Employees shall receive a cost of living allowance in accordance with the following plan.

B. Cost of living increases in base wages will be determined in accordance with increases in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers, Detroit, Michigan, All Items (1967 = 100) based on the 1972-1973 Survey of Consumer Expenditures as published by the Bureau of Labor Statistics, U.S. Department of Labor, hereinafter referred to as the "Index".

C. Cost of living allowance shall be paid twice yearly as a separate lump sum check, the first payment to be made in February, 1979 and the second payment to be made in August, 1979. The amount of the first cost of living allowance payment shall be based upon the increase in the Index for December, 1978 over the Index for June, 1978. The amount of the second cost of living allowance payment shall be based upon the increase in the Index for June, 1979 over the Index for December, 1978. Each cost of living allowance payment shall be calculated on the basis that four tenths (.4) increase in the Index shall equal one cent (1¢)

per hour up to a cap of twenty cents (20¢) per hour for each payment using one thousand (1,000) hours for each employee as hours worked for a six (6) month period. The first payment will cover the six (6) month period from July to December and the second will cover the six (6) month period from January to June, provided the employee was on the payroll during the respective six (6) month period for which payment is made. In the event that an employee separates from service with the employer prior to December 31, 1978 or prior to June 30, 1979 by reason of retirement, death, resignation, discharge or an unpaid leave of absence, such employee shall receive a pro-rata amount for the respective six (6) month period for which he is entitled to payment.

D. If the Index calls for an increase in excess of the twenty cents (20¢) cap in either of the above two (2) six (6) month periods, that excess will carry-over into the period following the two (2) successive six (6) months identified in paragraph C. above and will be added to the base rate not to exceed however, ten cents (10¢) per hour for two thousand (2,000) hours or \$200. This new base rate will be effective as of June 30, 1979.

CITY OF  
GROSSE POINTE FARMS  
MICHIGAN

AMENDED LAST BEST OFFER  
COST OF LIVING ALLOWANCE

A. Employees shall receive a cost of living allowance in accordance with the following plan.

B. Cost of living increases in base wages will be determined in accordance with increases in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers, Detroit, Michigan, All Items (1967 = 100) based on the 1972-1973 Survey of Consumer Expenditures as published by the Bureau of Labor Statistics, U.S. Department of Labor, hereinafter referred to as the "Index".

C. Cost of living allowance shall be paid twice yearly as a separate lump sum check, the first payment to be made prior to March 31, 1979 and the second payment to be made prior to September 30, 1979. The amount of the first cost of living allowance payment shall be based upon the increase in the Index at December, 1978 over the Index at June, 1978, and the second payment shall be based upon the increase in the Index at June, 1979 over the Index at December, 1978.

Each cost of living allowance payment shall be calculated on the basis that four tenths (.4) increase in the Index shall equal one cent (\$.01) per hour up to a cap of twenty cents (\$.20) per hour for each payment using one thousand (1,000) hours for each employee as hours worked for a six (6) month period. The first payment will cover the six (6) month period from July to December, 1978, and the second will cover the six (6) month period from January to June, 1979, provided that the employee was on the payroll during the respective six (6) month period for which payment is made. In the event that an employee separates from service with the employer prior to December 31, 1978, or prior to June 30, 1979 by reason of retirement, death, resignation, discharge or an unpaid leave of absence, such employee shall receive a pro-rata amount for the respective six (6) month period for which he is entitled payment.

Each of the traditional comparables has a COLA provision of some kind. Grosse Pointe pays 1¢ per hour per .4 increase with a \$120 cap. Grosse Pointe Park pays 1¢ per hour per .4 increase with a \$200 cap. Grosse Pointe Shores pays 1¢ per .3 increase with no cap. Grosse Pointe Woods also pays 1¢ per .3 increase with no cap. Of the ten communities employed as comparables by the Association, eight have COLA provisions. In the Pointes and Harper Woods, three contracts have COLA with caps, two have no caps, two are based on .4 increases in the CPI and three are based on a more costly .3 increase. Interestingly, those with no cap have the higher .3 formula.

The Association's amended proposal is not out of line with what is happening in the comparable areas. The present contract includes COLA, which is becoming a standard feature of such contracts. In light of the present inflationary trends such protection is a very important feature of employee wage and benefit packages.

Considering the wages and other economic issue in comparison with the comparables, the amended last best offer of the Association is the more reasonable and is adopted.

Mr. Lock dissents; Mr. Evans concurs.

LONGEVITY:

The existing contract provides for longevity payments in the following manner:

"Longevity shall be paid as a separate payment between December 1, and December 15 each year to employees who will complete serve as indicated below by January 1 of the following year:

5 years of service	\$200
10 years of service	\$300
15 years of service	\$400
20 years of service	\$500"

The Association proposes maintaining the above language but changing the payments to percentages of the base wage and adding a fifth level:

5 years of service -	2% of base wage
10 years of service -	3% of base wage
15 years of service -	4% of base wage
20 years of service -	5% of base wage
25 years of service -	6% of base wage

The City proposes increasing each level by \$50 and also adding a fifth level:

5 years of service	\$250
10 years of service	\$350
15 years of service	\$450
20 years of service	\$550
25 years of service	\$650

The Association contends that the City's plan is inferior to all the comparable's except Grosse Pointe and points out that the Grosse Pointe's method of compensating for longevity on a lump sum basis is outmoded and inappropriate. The City argues that the concept of longevity is no longer viable as it has traditionally been utilized to compensate for low municipal wages, which condition do longer exists,

In Grosse Pointe City, Park, Shores and Woods, longevity payments are made on a flat rate basis. Harper Woods pays on a

percentage basis. Of the eleven comparables cited by the Association, four utilize percentages.

The City would add \$50 to each step and a new step increase at 25 years. An improvement in longevity pay is justified by the comparable data, but a change to a percentage basis would amount to more than what is justified. In terms of dollar amounts the City's proposal is modest but in terms of total impact it is more reasonable than the Association's proposal.

Mr. Lock concurs; Mr. Evans dissents.



SHIFT PREMIUM:

The contract now provides for shift premiums as follows:

- "A. Shift premium in the amount of ten cents (10¢) per hour shall be paid to all employees commencing a shift during the hours normally scheduled as the afternoon shift. Shift premium in the amount of twenty cents (20¢) per hour shall be paid to all employees commencing a shift during the hours normally scheduled as the midnight shift.
- B. Shift premium shall not be included in the base wage of any employee for the computation of overtime."

The Association would retain the existing language, but change the amounts to 20¢ for the afternoon shift and 40¢ for the midnight shift.

The City proposes retaining the present language and amounts.

The Association urges that the City has agreed in principle that the officers who work unusual hours are entitled to additional compensation, and that the lack of an increase since 1973 indicates that an adjustment is required. The City contends that shift work is part of normal police work and is covered by the officers' salaries. This is pointed up by the fact that six of the Association's comparables provide no shift differentials. Moreover, the City's police officers select their shifts by seniority, whereas shifts are mandated by management in others.

The City of Grosse Pointe, Grosse Pointe Shores and Grosse Pointe Woods pay no shift premium. Harper Woods pays 5% and 10% of base pay for the second and third shifts, respectively. Grosse Pointe Park pays \$250 a year if at least fifty shifts on both midnight and afternoon duty are worked. Half of the cities cited as comparable by the Association pay no shift premiums.

There is some merit in the argument that if the parties have accepted the principle of paying a shift premium, increases in the

premium is justified when wages increase considerably. It is most significant, however, that the shifts in the City department are not management assigned, and that, in light of the practice in the comparable cities, the present practice is not out of line. In light of the wage package, no economic harm will result to the officers in maintaining the present shift premiums. No change in practice is justified.

Mr. Lock concurs; Mr. Evans dissents.

NUMBER OF HOLIDAYS:

The contract between the parties now provides for 10 holidays per year:

New Year's Day  
Washington's Birthday  
Lincoln's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Employee's Birthday

In its last offer of settlement the Association proposed the addition of Martin Luther King's Birthday as an 11th holiday.

The City would retain the present practice.

The Association states that an additional holiday is justified by the number of holidays in the comparables. The City points out that the current 10 days is more than provided in Grosse Pointe and Grosse Pointe Park, and that the City's police officers already enjoy better vacation and leave days than other departments.

The number of holidays provided in the Grosse Pointes and Harper Woods range from seven to twelve, with an average of nine. In the other communities used by the Association as comparables, the number of holidays range from seven to thirteen with an average of 11.

The present practice of the parties is not in any way different from or unusual in light of the other cities.

There is presented no compelling reason for change.

The last offer of settlement of the City is accepted.

Mr. Lock concurs; Mr. Evans dissents.

PAYMENT FOR HOLIDAYS NOT WORKED;

The contract now provides for a bonus payment for holidays as follows:

"Each employee shall be paid a bonus of two hundred and fifty dollars (\$250.00) in February on or after the 15th day of February each year as payment for holidays which are not worked except that employees who normally have holidays scheduled off shall be excluded from this provision."

The Association would increase the bonus to \$350.00

The City proposes that the present language remain unchanged.

Officers who are scheduled to and do work on a holiday are paid double time. If an officer is not scheduled to work on a holiday, says the Association, he loses the benefit of a paid holiday. Hence, the above-quoted contract provision.

The Association estimates that, on the average, each City police officer loses five holidays. Under the City's last wage offer the five days would be equal to \$371.15. Excluding officers who are normally scheduled off on holidays the loss is \$296.92. The City argues that the police officers are compensated for holidays with high number of vacation days, double time for holidays worked, and the lump-sum payment for holidays scheduled off. This amount of compensation for holidays is unequalled.

There is little comparable data on this issue. All the comparable cities pay extra for holidays worked. No comparable has a provision similar to the one at issue. Grosse Pointe pays triple time for any holidays worked. Grosse Pointe Park pays double time for holidays worked. Only Grosse Pointe Shores appears to make provision for holidays not worked, for which its officers receive double time.

They receive triple time for any holiday worked.

The evidence does indicate that the police officers are substantially compensated for holidays. There is no justification found for altering the present practice.

The last offer of the City is accepted.

Mr. Lock concurs; Mr. Evans dissents.

LIFE INSURANCE:

The City currently provides \$15,000 term life insurance for each employee at no cost to the employee.

The Association wants the amount of insurance increased to \$20,000.

The City would make no change.

The Association says that the amount paid presently is below that provided outside the Grosse Pointes and that the cost is small. The City demonstrates that it provides greater life insurance benefits than Grosse Pointe and Grosse Pointe Park.

Life insurance provided the other cities is:

City of Grosse Pointe	\$15,000
Grosse Pointe Park	\$13,000
Grosse Pointe Shores	\$10,000
Grosse Pointe Woods	\$15,000
Harper Woods	\$15,000

In the six comparable communities outside of the Grosse Pointes, cited by the Association, the average amount of life insurance provided is \$23,166.

The additional cost to the City of the Association's proposal would be approximately \$945.

It is the opinion of the panel that the Grosse Pointes on this issue, are isolated from what is happening around them. Life insurance, particularly in a profession engaged in hazardous duty, is a very important benefit with a relatively small cost.

The last offer of settlement of the Association is accepted.

Mr. Lock dissents; Mr. Evans concurs.

SICK LEAVE:

Each police officer is allowed one and one-fourth(1 1/4) sick days for each calendar month of service.

The Association wishes to retain this practice.

The City proposes to reduce sick leave allowance to one (1) sick day per each month of service.

Sick leave days are earned in the comparable communities as follows in one year:

City of Grosse Pointe	- 12 days
Grosse Pointe Park	- 12 days
Grosse Pointe Shores	- 15 days
Grosse Pointe Woods	- 12 days (+ bonus days if not used)
Harper Woods	- 12 days

With 15 days the Association members receive more sick leave days than in most of the comparables by far, but no basis for reducing the benefits received is shown. The last offer of settlement of the Association is accepted.

Mr. Lock dissents; Mr. Evans concurs.

PERSONAL LEAVE DAYS:

The contract now provides:

"Employees shall receive one (1) personal leave day per fiscal year charged against the employee's sick bank, and effective July 1, 1977 two (2) personal leave days per fiscal year charged against the employee's sick bank subject to prior approval of the employee's supervisor except in cases of emergency. Such approval of the employee's supervisor shall not be unreasonably withheld."

The Association would substitute the following language for the foregoing:

"Employees shall receive two (2) personal leave days per fiscal year, not to be deducted from sick time."

The City proposal would retain the existing practice: Two personal days charged to sick bank.

Obviously this issue is closely tied to the preceeding issue regarding number of sick leave days per year and will be resolved accordingly.

Of the comparables, the City of Grosse Pointe and Grosse Pointe Park make no provision for personal leave days. Harper Woods allows 3 personal days not charged to sick bank (12 days sick leave per year). In Grosse Pointe Woods and Shores, three of the 15 annual sick leave days may be used for personal business.

In light of what is happening in the comparable cities and with 15 sick leave days per year the only reasonable proposal is that of the City -- to provide two personal leave days charged to the sick bank.

The City proposal is accepted.

Mr. Lock concurs; Mr. Evans dissents.



USE OF SICK LEAVE:

The present contract provides:

"Any eligible employees covered by this Agreement who become sick or disabled shall receive sick leave in accordance with the provisions of this Article."

The Association would add to the foregoing:

Sick leave may also be used for the attendance upon the spouse and children of an employee who become sick or injured. No more than one day will be granted in any one instance; this sick time is granted to permit the employee to make arrangements for the care of the sick or injured person.

The City proposes to retain the present practice.

The Association argues that some provision is made in a number of its comparable communities for officers to care for members of their families due to illness or injury. Without such a provision the officer is forced to lie, claiming that he is sick, or required to take the day off without pay.

The City contends that the City has experienced an increasing problem with the use of sick leave in the police department. Sick leave days per employee increased 225% from 1963 to 1977 (City Exhibit 2-26). Allowing use of sick leave for illness of a spouse or child of an employee, says the City, would exacerbate the abuse problem, expanding the opportunities for misuse. The City also points out that leave to attend a sick child or spouse is already available in the form of personal leave days and administrative discretion to grant time off for such purposes.

Provision for use of sick leave as proposed by the Association is not made in the Grosse Pointe or Grosse Pointe Park. The other three comparables do allow such use in one form or another.

It does not appear that there is a sufficient basis for changing the practice on use of sick leave. Personal days and other avenues are available to the police officer seeking to take time off to attend to an ill or injured family member. There is no question that the administration of sick leave is at best a difficult proposition. The entire sick leave matter is one that the parties need to discuss further at the bargaining table. In this instance, the equities suggest maintenance of the present system.

The last offer of settlement of the City is accepted.

Mr. Lock concurs; Mr. Evans dissents.

SICK LEAVE PAY OUT:

The contract now provides for sick leave pay out as follows:

"Employees shall commence to earn sick leave from their date of hire and they shall accumulate up to one hundred and sixty (160) days as long as they are in the service of the employer. At the end of each calendar year any "accumulated" days of sick leave in excess of one hundred and sixty (160) will be considered lost to the employee.

"Employees shall receive a pay out of fifty percent (50%) of all accumulated sick days to maximum upon retirement and fifty percent (50%) of the remainder of maximum shall be paid to an employee's beneficiary upon the death of the retired employee. In the event of death of the employee prior to retirement, seventy-five percent (75%) of all accumulated sick days to maximum shall be paid to the employee's beneficiary."

The City's last offer of settlement proposes that the foregoing language be replaced with the following:

Employees will start to earn sick leave from their date of hire, and they shall accumulate up to eighty (80) days as long as they are in the service of the employer.

(b) At the end of each fiscal year in which the employee begins the year on July 1 with eighty (80) accumulated days, the total days absent from work due to illness or injury shall be totaled for each employee of the unit and if such total does not exceed six (6) days, the employee shall receive an incentive payment to be calculated as follows:

$1/2$  (the annual number of sick days minus the total days absent from work due to illness or injury) multiplied by the daily rate of pay equals the incentive payment.

Such payment shall be made in August of each year for the prior fiscal year and shall not be considered as compensation under the provisions of Chapter 17 of the City Charter.

The City also proposes to enter into a related letter of understanding with the Union which would read as follows:

Effective prior to July 1, 1978, members of the Grosse Pointe Farms Police Officers Association could accumulate to a maximum of One Hundred and Sixty (160) sick leave days. In conformity with the policy of Incentive Pay To Reduce The Use of Sick Leave effective July 1, 1978, members of the unit shall receive a lump sum incentive payment in two separate installments for one-half of their accumulated sick leave between eighty (80) days and one hundred and sixty (160) days, if any, as

of the date of July 1, 1978. Such days shall be paid at the rate of pay in effect July 1, 1977, and shall be paid one-half of the total lump sum by January 1, 1979, and one-half September 1, 1979. Such payment shall not be considered as compensation under the provisions of Chapter 17 of the City Charter.

The Association's last offer of settlement retains the present language.

As previously noted, the City has experienced a great increase in the use (and, allegedly, concomitant abuse) of sick leave in the police department. The City demonstrates, in City Exhibit 2-26, that the average number of sick days used per employee in the years 1955 through 1965 was 3.6 days. In the years 1970-1977, the average was 8.1 days, an increase of 225%. In an attempt to reduce the use of sick leave days the City proposes an incentive payout program. Under the present practice an employee accumulates sick leave days to a maximum of 160 days. Fifty percent of accumulated sick days is paid to an employee upon retirement; fifty percent is paid to the employee's beneficiary upon the employee's death. The intent of the proposed new plan would be to provide an incentive to the employee not to use his sick leave days. Under the plan once the new maximum accumulation of 80 days is reached, the employee will receive an annual payout equal to one-half of the annual number of sick days less the total days absent due to illness or injury multiplied by the daily rate of pay, as long as the sick leave days used did not exceed 6 in number. Presumably, for example, if the employee begins the year with 80 sick days accumulated and during the year uses no sick days, he would receive 7.5 days of pay at his daily rate of pay.

The proposed plan, besides providing for the incentive plan, reduces the maximum accumulation from 160 to 80 days and removes the retirement and death payouts.

The Association contends that the proposed plan is sub-standard in relation to both the existing program and compared to the sick leave pay out plan in effect in the other similar communities.

The City presently allows a total accumulation of 160 days with a payout of at least 75% of the maximum. The proposal would reduce the maximum accumulation to 80 days and a reduction in the payout.

In its Exhibit 19, the Association sets out the sick leave payout provisions in the comparable cities. Purportedly each of the comparables have pay out provisions which are better than that proposed by the City. Because each of the pay out provisions are different and have differing variables these provisions are difficult to compare.

From the evidence presented, however, it appears that the present payout provision is superior to that in effect in the City of Grosse Pointe and Grosse Pointe Park. To accept the City's offer would be to put the employees in a position inferior to what they presently enjoy and inferior to the plan in effect in the comparable communities. Under these circumstances, the present practice should continue until a more reasonable compromise can be effected through collective bargaining.

Mr. Lock dissents; Mr. Evans concurs.

WORKER'S COMPENSATION:

The contract contains the following provision regarding payments to an employee while disabled:

"An employee who, as the result of injury or sickness has become eligible for Worker's Compensation benefits and is also eligible for paid sick leave, will be paid by the Employer an amount of money which when added to the weekly Worker's Compensation check, will equal one (1) regular work week's pay. The first eight (8) calendar weeks of such disability will not be charged against the employee's 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, the employee will be charged with one quarter (1/4) day of paid sick leave for each scheduled work day."

The City would according to its last offer of settlement, change to the following:

An employee who, as the result of injury or sickness has become eligible for Worker's Compensation benefits and is also eligible for paid sick leave, will be paid by the Employer an amount of money which when added to the weekly Worker's Compensation check, will equal one (1) regular work week's pay. The first eight (8) calendar weeks of such disability will not be charged against the employee's 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, the employee will be charged with one-half (1/2) day of paid sick leave for each scheduled work day.

The Association proposes retaining the present practice of charging the employee with one-quarter day of paid sick leave for each scheduled work day for each day of disability in excess of eight weeks for which he receives a partial payment of wages . The Association proposes adding, moreover, the following language:

For the first week, or any portion thereof, of a worker's disability caused by personal injury or illness arising out of and in the course of employment, the City will pay an employee his regular pay with no charge to his accumulated sick leave.

The change proposed by the City is to increase the charge against paid sick leave for each day of disability in excess of eight

weeks from 1/4 to 1/2 day. The Association wants no such change.

Concerning the additional language sought by the Association, currently a disabled employee must first become eligible for workmen's compensation before there is no charge to sick leave. The employee, under the Worker's Compensation Act, becomes eligible, if disabled for at least one week. Under the present practice in the City, during the initial seven day period an employee is disabled, the employee is charged against his sick leave. If the disability extends beyond seven days, the previously charged sick leave is erased. The City opposes the language change proposed by the Association.

The City, in support of its position on Worker's Compensation, points out that a disabled officer receives up to eight weeks of full pay with no charge to sick leave, and that there is thus no incentive to the employee to return to work. The only control the City now has is the initial seven day qualifying period. After eight weeks, a charge against sick leave is made due to the fact that the City pays approximately one-half of the officer's regular pay to supplement the worker's compensation. Originally the sick leave charge was 1/2 day since the City pays about one-half of the regular pay -- but the charge was reduced to 1/4 day by a previous arbitration panel.

The Association argues that the proposed increase in sick leave charged is not supported by the comparables and is retrogressive. As for changing the practice of charging sick leave for the first seven days of disability, the Association asserts that the Association proposal is fair and reasonable based on the comparables.

On the issue of charging sick leave for the first seven days, in only one of the City's comparables is there a charge for duty-related disability during the first seven days of disability.

The position of the Association is clearly supported by the evidence and no sufficient basis for maintaining the present practice is found. The proposed addition of language made by the Association is granted.

On the question of charging sick leave after eight weeks, the comparables show that there is no charge against sick leave at any time in Grosse Pointe Park and in Grosse Pointe Shores. There is a charge against sick leave after 13 weeks in the City of Grosse Pointe and a charge of one-third day after 60 days in Harper Woods. No language concerning charging of sick leave for duty-related disability in Grosse Pointe Shores is pointed out. From the evidence presented no reasonable basis for increasing the amount of sick leave charged is found. Therefore, the present practice should be continued and the position of the Association adopted.

Mr. Lock dissents; Mr. Evans concurs.



LUNCH BREAK:

The present practice on lunch break is a one-half hour paid lunch on call.

The City proposes adding the following provision to the contract:

"All members shall report for duty thirty (30) minutes prior to their work day to acquaint themselves with police activities, hazards, information and directives. Members will then be entitled to thirty (30) minute lunch periods in accordance with current police department procedures during their tour of duty."

The Association would retain the present practice.

The City asserts that it proposes that the work day for its police officers be eight hours with no paid lunch, in conformity with the practice in other City departments and the City of Detroit. If an officer's schedule made it impossible for him to take a lunch break, he would be paid overtime for the extra half-hour.

The Association demonstrates in Union Exhibit 18 that in each of the Association's and the City's comparable cities the police officers are allowed a lunch period during their eight hour tour of duty.

As pointed out by the Association, the proposal of the City is not supported by the evidence and the present practice should be continued.

Mr. Lock dissents; Mr. Evans concurs.

UNIFORM AND MAINTENANCE:

The current contract provides as follows concerning provision of uniforms and an allowance for maintenance of uniforms:

"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 (\$50.00) annually by May 15 for the maintenance of such uniforms."

The City proposes changing the language to specifically exclude footwear:

The City will supply uniforms, excluding footwear, 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 by May 15 for the maintenance of such uniforms.

In its last offer of settlement the Association proposes retaining the present practice which is that shoes are included in the uniforms provided by the City to each officer. Moreover, the Association proposes that the uniform maintenance allowance be increased to the sum of one-hundred dollars (\$100.00) annually.

The evidence presented by the City indicates that, although they provide uniforms, the Cities of Grosse Pointe, Grosse Pointe Park and Detroit do not provide footwear. Moreover, although they are provided uniforms, other City employees are not provided footwear nor a maintenance allowance. The City questions the rationale of a maintenance allowance at all, let alone an increase in the allowance, as the uniforms provided require no greater degree or kind of maintenance than any other work clothing, particularly in view of the fact that the uniforms provided are of wash and wear fabric.

Evidence was presented by the Association to show that the cost of professional laundering of uniforms has increased and that such

cleaning was necessary to maintain the high degree of appearance that a police officer must present. It objects to exclusion of shoes as part of the uniform provided by the City as the officers are restricted in their choice of footwear on the job. The Association points out, on the question of allowance, that the City of Grosse Pointe and Grosse Pointe Park pay their officers \$100 for uniform maintenance.

There is some merit to the contention of the Association that footwear is a part of the uniform required of police officers. On the other hand, based on the evidence presented, those comparable communities providing uniforms do not include footwear. Concerning the allowance, an increase to \$100 is supported by the comparables. As the panel is constrained to accept one of the last offers, the panel finds that the last offer of the Association is the more reasonable. The last offer of the Association is adopted.

Mr. Lock dissents; Mr. Evans concurs.

## CONCLUSION

1. Management Rights: The last best offer of the City is adopted. Mr. Lock concurs; Mr. Evans dissents.
2. Wages: The last best offer of the City is adopted. Mr. Lock concurs; Mr. Evans dissents.
3. Cost of Living: The amended last best offer of the Association is adopted. Mr. Locke dissents; Mr. Evans concurs.
4. Longevity: The last best offer of the City is adopted. Mr. Lock concurs; Mr. Evans dissents.
5. Shift Premium: The last best offer of the City is adopted. Mr. Lock concurs; Mr. Evans dissents.
6. Number of Holidays: The last best offer of the City is adopted. Mr. Lock concurs; Mr. Evans dissents.
7. Payment for Holidays Not Worked: The last best offer of the City is adopted. Mr. Lock concurs; Mr. Evans dissents.
8. Life Insurance: The last best offer of the Association is adopted. Mr. Lock dissents; Mr. Evans concurs.
9. Sick Leave: The last best offer of the Association is adopted. Mr. Lock dissents; Mr. Evans concurs.
10. Personal Leave Days: The last best offer of the City is adopted. Mr. Lock concurs; Mr. Evans dissents.
11. Use of Sick Leave: The last best offer of the City is adopted. Mr. Lock concurs; Mr. Evans dissents.
12. Sick Leave Pay Out: The last best offer of the Association is adopted. Mr. Lock dissents; Mr. Evans concurs.
13. Worker's Compensation: The last best offer of the Association is adopted. Mr. Lock dissents; Mr. Evans concurs.
14. Lunch Break: The last best offer of the Association is adopted. Mr. Lock dissents; Mr. Evans concurs.
15. Uniform and Maintenance: The last best offer of the Association is adopted. Mr. Lock dissents; Mr. Evans concurs.

Dated: 6-21-77

ARBITRATION PANEL:

*George E. Gullen*  
George E. Gullen - Chairman

*Carrol C Lock*  
Carrol C. Lock - City Delegate

*Gordon Evans*  
Gordon Evans - Association Delegate