

312

State of Michigan  
Compulsory Arbitration

In the Matter of

City of Grosse Pointe Woods,

Employer,

Arising Pursuant to  
Public Act 312,

-and-

LABOR COUNCIL OF MICHIGAN, FOP  
GROSSE POINTE WOODS PUBLIC  
SAFETY OFFICERS,

D90 H-1337

OPINION AND AWARD

This arbitration under Act 312 was commenced by a petition for arbitration filed with the Michigan Employment Relations Commission by the FOP. On March 29, 1991 the Chairperson was appointed and contacted the parties for the purpose of a pre-hearing. On May 24, 1991 this hearing was held and a hearing schedule was established. Originally there were 14 Union issues and 9 City issues. The parties were encouraged to continue negotiations in order to narrow the number of issues to be considered by the panel.

The parties were convened on September 10, 1991 at 9 a.m. at which point the parties indicated a desire to continue negotiations so the panel recessed until 3 p.m. when an adjournment was announced based on the discussions with the parties bearing considerable fruit.

The next morning at 9 am the panel reconvened but was informed that the parties needed more time to conclude their understandings. Finally, at 12:15 p.m. the formal hearings commenced at which time the Chairperson took the formal oath. Present for the City and sitting as a member of the panel was Dennis B. DuBay, Esq. Present for the Union was Kenneth Zatkoff, Esq. with the absence of the Union member of the panel, Mr. Richard Weiler, agreed to by the parties on the record.

Various Joint Exhibits were introduced but the most important is Joint Exhibit 7 entitled Partial Stipulated Act 312 Award. The parties have signed this document on behalf of their respective principals and submitted it to the Arbitration Chairperson for adoption as a partial stipulated Act 312 award. Joint Exhibit 7 is attached to and made a part of this Arbitration Award.

The remainder of the Union Exhibits 1-19 and the City Exhibits 1-70 were marked and admitted.

There remained two Union issues and two Employer issues.

Only the third year of the contract was in dispute as to wages. While originally Union had demanded a 5% increase, this was scaled back to 4.8% for 1992. It was the Union's assertion that the wage increases of the patrolmen were similar to the wage increases received by the command officers (Tr 45). This was suggested as an historical relationship for the last three contracts (Tr 45). In the last contract bargaining session the witness testified that the city said or implied that the patrolmen would be getting the same percentage increases as the command officers. (Tr 45). The salary adjustment which resulted in an increase in the differential between ranks was negotiated with the Command Officers in the contract covering the period 1987-90. (Tr 60). Director Patterson disputed the assertion that the same pay adjustment was paid to all the bargaining units. (Tr 136). However, the question included the AFSCME and AEMT groups. (Tr 136). The Chairperson is left with a conflict in the testimony which is not resolved by the way the questions were asked. It was the clear assertion of Mr. Harwood, the immediate past president of the Union, that the wage increases for patrolmen and command officers were always in tandem. His statement that he was under a misapprehension when the prior contract was agreed to that the patrolmen would be treated the same as command officers was not supported by any other evidence.

We come then to the situation of the wages paid to the patrolmen in this community and in comparable cities. The Union's comparables differed from those offered by the Employer in that the Union considers the other Grosse Pointe communities to be comparable. The Employer asked the panel to consider Beverly Hills, Farmington and Huntington Woods along with Grosse Pointe, Grosse Pointe Farms and Grosse Pointe Park on the basis of seven of ten factors (C.Ex. 19).

Whether one views the comparables of the Union or of the Employer, the wages paid to the patrolmen under the 1990 and 1991 agreement places the members of this Union in a very good position. (U 7). They compare very well to the communities they offer as comparables.

This forces us to return to the issue of the differential between the command officers and the patrolmen. The Chairperson is not convinced that the differential bargained for by the command officers in the prior contract is unfair or improper.

Award: The last best offer of the Employer as to Union Issue - Economic - Salary Schedule for Public Safety Officers - Salary Rates between July 1, 1992 - June 30, 1993 by increasing the salary rates by four (4) percent across the board, is awarded by the panel.

Union issue as to the existing promotion procedures was designed to eliminate a perceived unfair method by reason of including certain supervisors who had not directly supervised the candidate for promotion. The Union said that it was not fair to have various supervisors judge the performance of the candidate. The objection extended beyond the immediate shift supervisors who were acknowledged to be able to make a competent evaluation. But the Union proposal would also exclude the Director and the Deputy Director as well as those members of the command unit who had not had sufficient contact with the patrolmen and their job performance. Unfortunately, the Union position is considered too extreme in excluding the two top officers of the Department. It is reasonable to ask that other members of the Department who have not had direct relationship with the candidate be excluded from the written evaluations.

The Chairperson does not consider this to be an economic issue and adopts the Union position with the modification that the Director and Deputy Director shall be permitted to participate in the written evaluations. The language modifying Article 7.1(3) and 7.2(3) is adopted subject to the inclusion of the Director and Deputy Director in the written evaluations.

#### City Issues.

The Employer submitted language to modify Article 39.0 - Holiday Leave, Section 39.2. There was no testimony on this issue and the Chairperson is not convinced that this language should be changed. It is the award of the panel that the Union position that this provision remain status quo is accepted.

The Employer submitted proposed changes in Article 67.0 - Disability Leave - Compensation.

The effect of this proposed change was not explained to the satisfaction of the Chairperson. It is obvious that the termination of or maximum period of one calendar year whichever occurs first is a dramatic change in the existing language. In the absence of compelling evidence to explain the reasons for the proposed change it is the award of this panel that the Union position that the provision remain status quo is accepted.

The parties prepared very thoroughly for this hearing. The Chairperson is grateful for their cooperation in resolving most of the issues.

For the Arbitration Panel

Richard Strichartz, Chairperson

Richard R. Weiler, Union Delegate

Dennis B. DuBay, Employer Delegate

## Partial Stipulated Act 312 Award

It is hereby agreed by and between the City of Grosse Pointe Woods (hereinafter referred to as the "City") and the Labor Council Michigan Fraternal Order of Police (hereinafter referred to as the "Union") that, in complete and final settlement, of the following issues, the City and Union stipulate and agree to the following partial Act 312 Award:

1. The parties' new contract shall be in effect for a period of three (3) years from July 1, 1990 to and including June 30, 1993.
2. The parties' new contract shall consist of the parties' prior agreement (in effect from July 1, 1987 to and including June 30, 1990) as amended by the provisions of this partial stipulated Act 312 Award and by the Arbitration Panel's Award on the four (4) remaining unresolved issues set forth in paragraph 17 below.
3. Article 39.0 - Holiday Leave, Section 39.5 shall be revised to provide as follows:

39.5

Employees on a paid sick leave on the day a designated holiday is observed shall receive the lump sum holiday pay provided in Section 39.1.

4. Article 44.0 - Sick Leave, Section 44.2 sub-section (5) shall be revised to provide as follows:

- (5) Sick leave may not be granted in anticipation of future service. Sick leave shall not be charged against an employee's current sick leave in the amounts of less than one-half (1/2) day.

5. Article 47.0 - Hospitalization, Section 47.1 shall be revised to provide as follows:

47.1 All regular full time employees of the bargaining unit shall be provided with group life, health and accident and hospitalization and surgical insurance, and the dependents of such employees shall be covered by hospital and surgical benefits; all of the above shall be defined to include only the employee's spouse and all children up to and including eighteen (18) years of age, provided, however, the City shall pay hospitalization premium for qualified dependents. The employee shall maintain the following health care coverage for each member of this bargaining unit, namely:

1. Blue Cross-Blue Shield Trust 15 - Plus 15 Preferred Provider Organization (PPO) Medical Insurance with mandatory second opinion and predetermined surgical cost (predetermination).

- (a) Semi-private
- (b) Major Medical
- (c) Prescription Rider
- (d) Master Medical Option 4
- (e) M.L. Rider - member liability
- (f) PPNV-1
- (g) VST
- (h) FAE-RC
- (i) Reciprocity payments for dependent(s)
- (j) CC - convalescent care
- (k) Mandatory second opinions
- (l) Predetermined surgical costs

2. Delta - Dental or Equivalent

- (a) 75% - 25%
- (b) \$1,000.00 per year each member and/or dependents
- (c) Orthodontic benefits: 50/50 co-pay; \$1,000.00 lifetime maximum per each member and/or qualified dependents

3. Co-op Care or Equivalent

Co-op Optical Plan 'A' or its equivalent

6. Article 47.0 - Hospitalization, Section 47.2 shall be revised to provide as follows:

47.2 The employer shall maintain the following health care coverage for each retiree, spouse, minor child, and qualified dependent of record at time of retirement:

1. Blue Cross-Blue Shield Trust 15 - Plus 15 Preferred Provider Organization (PPO) Medical Insurance with mandatory second opinion and predetermined surgical cost (predetermination).
  - (a) Semi-private
  - (b) Major Medical
  - (c) Prescription Rider
  - (d) Master Medical Option 4
  - (e) M.L. Rider - member liability
  - (f) FPNV-1
  - (g) VST
  - (h) FAE-RC
  - (i) Reciprocity payments for dependent(s)
  - (j) CC - convalescent care
  - (k) Mandatory second opinions
  - (l) Predetermined surgical costs
2. Delta - Dental or Equivalent
  - (a) 75% - 25%
  - (b) \$1,000.00 per year each member and/or dependents
  - (c) Orthodontic Benefits: 50/50 co-pay; \$1,000.00 lifetime maximum
3. Co-op Eye Care or Equivalent

Co-op Optical Plan 'A' or its equivalent.

7. Article 47.0 - Hospitalization shall be revised by adding the following new Section 47.5

47.5 It is further understood and agreed by and between the parties that the employee shall be afforded a health insurance option upon the following terms (see attached form also):

Health insurance allowance - the employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no employer-sponsored health care plans (Blue Cross/Blue Shield or Health Maintenance Organization), and whose spouse has coverage provided, shall be paid seven hundred and fifty dollars (\$750.00) each year for every year that the

spouse has coverage and the employee foregoes employer coverage. Payments will be made annually, in December, to each employee who has not been on any employer-sponsored health care program during the previous calendar year, except that payments will be pro-rated monthly to meet the dates the employee first participates and/or ends participation in this program.

- A. Employees shall be required to show proof that a spouse has health care coverage that includes the employee before said employee will be declared eligible to receive the seven hundred and fifty dollar (\$750.00) annual payment.

Re-enrollment protection - employees, whose spouses health care plans cease to cover the employee, must re-enroll in an employer-sponsored plan immediately subject to the appropriate health insurance carriers implementation.

Upon approval of the insurance carrier, employees shall be re-enrolled within sixty (60) days of the date the employee provides documentation to the City that she/he is no longer covered under his/her spousal plan. Employees shall in any event be re-enrolled as soon as permitted by the health insurance carrier.

8. Article 77.0 - Cost-of-Living Bonus, Section 77.1 shall be revised (to reflect a maximum bonus of \$1,200) to provide as follows:

#### 77.0 -- COST-OF-LIVING BONUS

77.1

Employees of this bargaining unit shall be granted a cost-of-living bonus. Payments shall be based upon the geographic consumer price index established for urban wage earners and clerical workers by the United States Bureau of Labor Statistics for the Detroit Metropolitan Area. The payment of the cost-of-living bonus shall be made annually during the month of January, covering a twelve (12) month period from December 1 through November 30, and shall be computed as follows:

The average annual yearly increase of the consumer price index shall be calculated by adding the aforementioned consumer price index figures for a current twelve (12) month period from December 1 through November 30 dividing same by twelve (12) and subtracting such sum from the average consumer price index figure as was previously established for the immediate preceding twelve (12) month period.

For each .3 increase in the said current twelve (12) month index average over the preceding twelve (12) month index average, the employee shall receive a \$0.01 per hour, as a cost-of-living bonus, for each hour worked during the current twelve (12) month period.

Provided however, that the maximum cost-of-living bonus paid annually shall not exceed a total of One Thousand Two Hundred Dollars (\$1,200.00) ~~for any of the twelve (12) month period that such cost-of-living bonus is computed.~~ for any of the twelve (12) month period that such cost-of-living bonus is computed.

*[ Remainder of section to remain unchanged ]*

9. The following new provision will be added as the last provision of the Supplemental Annuity (Memorandum of Understanding No. 2-85, Paragraph B) :

Any employee of this bargaining unit who retires after July 1, 1991, shall be eligible for a cost-of-living allowance adjustment on the supplemental annuity paid to such retiree up to a maximum of two and one half (2.5%) percent per year. The cost-of-living allowance adjustment shall be calculated as set forth in Section 1-21-42 of the Retirement System.

10. The following revision shall be made to the Pension Retirement System :

ORDINANCE NO. ~~543~~ <sup>587</sup>

AN ORDINANCE TO AMEND TITLE 1, CHAPTER 21, SECTION 1-21-43 OF THE CITY CODE OF THE CITY OF GROSSE POINTE WOODS OF 1975 (THE PENSION ORDINANCE) TO PROVIDE AN OPTICAL BENEFIT FOR RETIREES.

THE CITY OF GROSSE POINTE WOODS ORDAINS:

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Section 1 - That Title I, Chapter 21, Section 1-21-43 of the City Code of the City of Grosse Pointe Woods of 1975 be amended to read as follows:

1-21-43: RETIREES AND SPOUSE HOSPITALIZATION INSURANCE, OPTICAL INSURANCE AND DENTAL INSURANCE:

Upon the retirement of any member of the Retirement System who is eligible for and who receives a pension or a spouse beneficiary of a deceased employee who is eligible for and receives a pension, the retiree and the retiree's spouse who is the spouse at the date of retirement shall be furnished hospitalization insurance, optical insurance and dental insurance paid for from the investment earnings of the Retirement System. Should any spouse of a deceased retiree remarry, such hospitalization insurance, optical insurance and dental insurance coverage shall cease. With respect to the optical insurance coverage herein authorized, the City Council of the City of Grosse Pointe Woods does hereby reserve the right to cause such coverage to be discontinued and terminated should the total premiums for such coverage exceed the sum of five thousand (\$5,000.00) dollars per year for all retirees.

11. Article 37.0 - Overtime Distribution, section 37.1.1 shall be revised to provide as follows:

*Separate*

37.1.1 Rotating lists shall be maintained by the employer to help equalize the distribution of all overtime within each Division i.e. ~~PSO~~ <sup>PSO</sup> ~~Fire~~ <sup>Division</sup> and ~~Uniform~~ <sup>Uniform</sup> Patrol, except for specialists performing their duties. Each overtime list shall be composed of those PSO's assigned to the aforesaid Divisions, except specialists.

Uniform Patrol Division includes Traffic Enforcement Unit.

12. Article 37.0 - Overtime Distribution, section 37.1.6 shall be revised to provide as follows:

37.1.6 WHEN MORE THAN 24 HRS ARE AVAILABLE FOR OVERTIME ASSIGNMENT, MANDATORY OVERTIME SHALL BE ASSIGNED TO THE AVAILABLE EMPLOYEE WITH THE LOWEST SENIORITY WITH THE NEEDED SKILLS

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FROM THE DIVISION WHICH CREATED THE OVERTIME NEED AFTER ALL OTHER AVAILABLE MEMBERS FROM THAT DIVISION HAVE REFUSED, EXCEPT IN EMERGENCIES

13. Article 37.0 - Overtime Distribution, section 37.2 shall be revised to provide for the elimination of Step C. Step D will be re-numbered to ~~the~~ Step C.

14. Article 40.0 - Vacation Leave, section 40.1 (6) (a) to provide as follows:

SUMMER VACATIONS shall be ten (10) vacation days and not less than four (4) leave days picked by RAIL and secondary within the uniform patrol division and fire division, and awarded in the months of June through October.

The majority of the vacation selections for the summer vacations shall be between mid-June and the end of August <sup>similar to</sup> ~~the 1991 summer vacation schedule attached hereto as Appendix E~~. The number of vacation picks ~~shall~~ <sup>available</sup> shall ~~be~~ <sup>correspond</sup> to the number of officers that have vacation time due.

The employer agrees that it will allow no more than two (2) Command/supervisory officers from the Uniformed Patrol to be on vacation at one time and no more than one P SO from the Fire Division on vacation at one time. Every effort will be made to maintain the prime vacation slots similar to the 1991 summer vacation schedule set forth in Appendix C.

15. Appendix A - Salary Schedule For Public Safety  
Officers shall be revised to provide as follows:

Effective July 1, 1990 to June 30, 1991 - the salary  
rates will be increased by four (4%) percent  
across the board.

Effective July 1, 1991 to June 30, 1992 - the salary  
rates will be increased by four (4%) percent  
across the board.

A retroactive payment, based upon the difference  
between the prior salary rates and the new rates  
set forth above, will be paid for all hours  
worked between July 1, 1990 and the implementa-  
tion of the new salary schedule. The retroactive  
payment will be made within forty-five (45)  
days after this Partial Stipulated Act 312 Award  
is entered by the parties.

Effective July 1, 1992 to June 30, 1993 -  
[subject to Act 312 Arbitration]

16. Article 14.0 - Vacation Leave, Section 40.1 (b) (b) shall be revised by changing three (3) employees to four (4) employees.

The employer agrees that it will allow no more than two (2) Command/supervisory officers from the Uniformed Patrol to be on vacation at one time and no more than one P.S.O. from the Fire Division on vacation at one time.

17. Article 47.0 - Hospitalization, Section 47.4 shall be revised to provide as follows:

47.4 Health Care Coverage for Spouse, Minor Children and Qualified Dependents of the Deceased Employee - in the event a benefit becomes payable to the spouse of a deceased employee under the provisions of Section 1-21-28 of the Retirement System (Duty/Death Benefits), the employee shall continue to maintain the same health care coverage, as provided in Sub-section 47.1, for such spouse, minor children and qualified dependents of the deceased employee of record at time of retirement, as long as benefits are payable to such spouse, minor children and qualified dependents, under provisions of the aforesaid Section 1-21-28 of the Retirement System.

18. Article 37.0 - Overtime Distribution, Section 37.1 shall be revised to provide as follows:

37.1 Every effort shall be made by the employer to equalize overtime within each fiscal year for P.S.O., FIRE division, ~~standing~~ <sup>Uniform</sup> and ROAD PATROL, Division EXCEPT specialist performing their duties.

19 ~~th~~ The parties agree that four (4) issues remain unresolved and may be submitted to arbitration.

Union Issues:

1. Wages - July 1, 1992 to June 30, 1993  
(Union proposed 5% increase)
2. Promotional Evaluations

City Issues:

1. Holiday Pay - Article 39.0, Section 39.2
2. Disability Leave - Article 67.0, Section 67.1

Dated:

Union:

Thomas W. [unclear]  
Alan M. Harwood  
Don [unclear]  
Robert [unclear]

City:

Deane B. [unclear]  
Jack K. [unclear]  
Chet [unclear]

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SAMPLE

HEALTH INSURANCE ALLOWANCE FORM

DATE YOU WISH COVERAGE TO BE STOPPED: \_\_\_\_\_

INSURANCE COVERAGE PROVIDING COVERAGE THROUGH SPOUSE: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

EFFECTIVE DATE OF THE POLICY: \_\_\_\_\_

When enrolling in this program, an employee is eligible for \_\_\_\_\_ per full month that they obtain coverage through the spouse (paid annually in December).

I understand that this program is voluntary, and that I am required to re-enroll in a City sponsored medical care program if for any reason that I, my spouse or dependents, are no longer obtaining the coverage provided through my spouse. I understand that the coverage I am obtaining through my spouse may not provide the same level of coverage that I obtain through the City and I am releasing the City from all medical debts or claims that may result during the time period that I am without City coverage. I recognize that, even though there is an immediate re-enrollment requirement, there may be a time delay requirement by the health care provider before re-enrollment is possible.

DATE: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_

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# 1991 SUMMER VACATION 2-15-91

JUNE 1	HARWOOD	RISK		
JUNE 16	ROSS	RABE	PETRIK	1 -2
JULY 1	MORAWSKI	DADDEPO	SCHUSTER	KWIATKOWSKI 3
JULY 16	Fowler	CROOK	Schmaltz	ALBRECHT 4
JULY 31	MAKOWSKI	DAVIDSON	KOERBER	ELSEY 5
AUG 15	Shields	PAWLIKOWSKI	VanD.	-6
AUG 30	WILLIAMS	CARDUS	MARIETTA	
SEPT 14	LENTZ	KOSANKE		
SEPT 29	Yonkowski	LANGMEYER		
OCT 15	Beghin	Buckley		

ONLY ONE SGT./CPL. FROM EACH SHIFT AWAY AT ONE TIME.

SGT. ~~DAVIDSON~~  
~~LENTZ~~  
~~MAKOWSKI~~  
~~FOWLER~~  
~~CRONK~~  
~~MORAWSKI~~

CPL. ~~SHIELDS~~  
~~ROSS~~  
~~ELSEY~~  
~~SCHUSTER~~

PSO. ~~SENNETT~~  
~~ALBRECHT~~  
~~DAVIDSON~~  
~~RABE~~  
~~RUGBY~~  
~~WAWZOS~~  
~~RISK~~  
~~WAWZOS~~  
~~SENNETT~~  
~~KOERBER~~  
~~AFESK~~

PSO. ~~BUCKLEY~~  
~~VANDERBEEK~~  
~~CARDUS~~  
~~PAWLIKOWSKI~~  
~~MARIETTA~~  
YONKOWSKI  
KOSANKE  
(AFTER 7-30-91)  
LANGMEYER  
(AFTER 8-20-91)

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DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

CITY OF GROSSE POINTE WOODS,

-and

LABOR COUNCIL, MICHIGAN  
FRATERNAL ORDER OF POLICE

MERC ACT 213

Case No. D90 H-1337

2/92  
~~1-27-92~~  
ARB

ISSUE

CONCUR    DISSENT

1. Wages

Date

Richard Strichartz  
Richard Strichartz, Chairperson

x

Richard N. Weiler 1-20-92  
Richard Weiler, Union Delegate

x

Dennis B. DuBay 1-27-92  
Dennis B. DuBay, City Delegate

x

2. Promotions

Richard Strichartz  
Richard Strichartz, Chairperson

x

Richard N. Weiler 1-20-92  
Richard Weiler, Union Delegate

x

Dennis B. DuBay 1-27-92  
Dennis B. DuBay, City Delegate

x

3. Holiday Leave

Richard Strichartz  
Richard Strichartz, Chairperson

x

Richard N. Weiler 1-20-92  
Richard Weiler, Union Delegate

x

Dennis B. DuBay 1-27-92  
Dennis B. DuBay, City Delegate

RECEIVED  
92 FEB 21 AM 9 53  
STATE OF MICHIGAN  
BUREAU OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

4. Disability Leave

Richard Strichartz  
Richard Strichartz, Chairperson

x

Richard N. Weiler 1-20-92  
Richard Weiler, Union Delegate

x

Dennis B. DuBay 1-27-92  
Dennis B. DuBay, City Delegate

x

Grosse Pointe Woods, City of