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State of Michigan
Department of Labor Relations
Michigan Employment Relations Commission

PUBLIC ACT 312 ARBITRATION

CITY OF HAMTRAMCK

and

MERC CASE NO. D79E1498
D79E1820
D79G1868

HAMTRAMCK FIREFIGHTERS ASSOCIATION 750
HAMTRAMCK BANKING OFFICERS ASSOCIATION
HAMTRAMCK FRATERNAL ORDER OF POLICE, Lodge 109

ARBITRATION OPINION AND AWARD

Background

By letter dated July 23, 1980 the chairman was notified of his appointment as arbitrator pursuant to the Police-Firefighter Act (Act 312, Public Acts of 1969, as amended). Contact was made with the attorneys representing the parties and a pre-hearing conference was held on August 20, 1980 pursuant to a stipulation which waived the 15 day statutory period for commencement of the hearing (Panel Exhibit 1). The stipulation set forth the agreement to submit last offers of settlement as to each economic issue in writing upon the conclusion of the hearing.

Strichartz, Richard

**Michigan State University
LABOR AND INDUSTRIAL
RELATIONS INSTITUTE**

CITY OF HAMTRAMCK

At the pre-hearing conference the parties agreed to exchange written issue statements by mail by August 29th and to provide copies to the chairman and the panel composed of George C. Edwards, III (City), and Dan T. Ryan (Union).

Hearings and Negotiations

Hearings were held on Sept. 16, 17, 24, Oct. 21, 22, 24, 25, 28, 29, 30 and Nov. 6th. The presentations were extremely detailed with testimony and supporting exhibits. The Chairman suggested to the attorneys they review the instructive opinion by the Michigan Supreme Court in *City of Detroit v. Detroit Police Officers* 29 N.W.2d 68 (1980), to assure that all the factors discussed by the Court were part of the record of this proceeding so that any award made by the panel was supported by competent, material and substantial evidence on the whole record (294 N.W.2d 68 at 77 n.13) and complied with Act 312 §§8,9 (eight factors).

During the course of the hearings, the Chairman constantly encouraged the parties to continue negotiations with a view to narrowing the issues and looking toward a settlement without the necessity of an award by this panel. A Section 7a remand of the dispute for further collective

bargaining was made on September 17th when there were encouraging signs of progress. Unfortunately, a settlement was not concluded so the hearings continued. Ultimately a number of issues were settled by stipulation, however, the panel was still left with a number of issues to decide.

Exhibits, Stipulations, Withdrawals

The panel admitted four panel exhibits; there were four joint exhibits, 41 Union exhibits, and 12 City exhibits.

The City agreed to the language in Union Exhibit 4 p. 7 item 8, Amendment to Layoff Provision, providing for change in language in Art. VII, Economic Matters, Sec. 10 - Layoffs. Subsequently, on Nov. 6, 1980 in Joint Exhibit 4 the parties stipulated as to the specific language for this provision and that stipulation is made a part of this award.

In the same stipulation of Nov. 6, the parties agreed that the contract duration shall be a three year contract, and also amended the Grievance Procedure (Art. XIV, Grievance and Arbitration, Sec. 1 - Grievance Procedure). It was orally stipulated that the maximum time for going from Step 3 to Step 4 will be 60 days. In addition, Art. IX of

the Collective Bargaining Agreements modified the language covering Bonus Days. Article XVI Sec. 13 Working Conditions - provided new language regarding employees and their home telephone. As to the Fraternal Order of Police only, Art. XVI, Working Conditions, Sec. 17 was added regarding the Union President on Day Shift. As to standby time, Art. XVI Sec. 10 was agreed to by the F.O.P., City Ex. 11 p. 5, Sec. 10.

The stipulation further recited that the panel award shall be its decision (a) relative to economic and non-economic issues; (b) the untampered-with portions of the Collective Bargaining Agreements for all three unions as presented in this proceeding; and (3) the above enumerated stipulations.

They are made part of the Award in accordance with Act 312 Sec. 9(b).

During the hearings the City agreed to malpractice insurance for EMT's. The Union withdrew its demand No. 5 for pension improvements. The Union agreed, as to the police unions only, to City issue No. 16 regarding placing a member of the Union on standby status. The City withdrew its demands: No. 2 regarding collection of Union dues, No. 1 seeking the elimination of a separate Detective Bureau, No. 4, the elimination of the gun allowance (City's

last best offer No. 9).

The Panel is grateful to the parties for their continuing efforts which diminished the number of issues remaining to be decided.

Findings of Fact, Opinion and Order as to Economic
and Non-Economic Issues

A. Economic Issues

The Panel was impressed with the amount of effort each side made in the presentation of testimony and preparation of exhibits.

The Union contracts were admitted (Joint Exhibits 1, 2, 3) and were referred to constantly as the basis for understanding language changes included in the demands of the parties.

Under the statute, Sec. 8 requires the submission of last offer of settlement for each economic issue and requires the Panel to adopt the last offer which it decides "more nearly complies with the applicable factors prescribed in section 9."

Considering each of those factors:

(1) The lawful authority of the employer. See discussion below.

(2) Stipulations of the parties are recited above and made part of this award; the remaining factors will be considered in the remainder of this opinion.

I. Wage Rates and COLA

A number of exhibits were received and admitted dealing with the fact that the city is at the limit of its taxing power and that the future of the city's fisc is bleak (City Exhibits 2-8). We recognize the limits on the lawful authority of the City to tax, however, we do not deem it conclusive of the ability to pay. It is one factor and is related to Sec. 9(c). "The interests and welfare of the public and the financial ability of the unit of government to meet these costs."

Over the past decade the City has been in financial difficulty and at times has been under close control by the Municipal Finance Commission. At the time of these hearings there was a pending application for a state emergency loan of one million dollars.

An examination of recent fiscal history in City's Exhibit 2, Technical Memo #3, Hamtramck Fiscal Plan: Findings and Recommendations prepared by Zuchelli, Hunter

Re Associates, Inc., and the testimony of the subcontractor's representative, Jeffrey P. Emrich of Tischler, Montasser and Associates, Inc., indicated the closing of Dodge Main by the Chrysler Corporation has exacerbated an already difficult situation by reducing anticipated revenue by a cumulative total in Fiscal Year 1982 by an estimated \$990,000-\$1,165,000.

Confirmation of this difficult situation was presented in other exhibits (City Exhibit 3, City of Hamtramcks 5-Year Revenue and Expenditure Spread from 1977-78 through 1981-82; City Exhibit 4, letter dated September 10, 1980 from the Municipal Finance Commission to Mayor Kozaren calling attention to the overestimation of City income for revenues and cautioning about the anticipated uses of the emergency loans from the State). The City since 1977-78 has moved from a positive balance to a deficit in 1979-80 even with a \$275,000 State loan. Without the State emergency loan of one million dollars in 1980-81 the City will run a substantial deficit.

City Exhibit 2, Technical Memo #3, Hamtramck Fiscal Plan: Findings and Recommendations, prepared by the same consultant firm, showed a decline in the real property State Equalized Valuation from a high of \$128.4 million in 1961 to \$111.7 million in 1980 with a flattening of

curve in recent years. Income tax revenues have peaked and there is no clear rising trend. The area of growth has been in inter-governmental revenues to a level of 35% of the local budget. Some of this has been due to State payments for the deletion of inventories, State Revenue Sharing and federal revenue sharing (City Exhibit 2, Appendix A, Tables 1 and 2).

A close examination of non-departmental expenditures shows that unfunded police/fire pension payments have consistently grown from Fiscal Year 1976 (\$1.5 million) to 1980 (\$1.9 million). These sums constitute almost one quarter of the general fund budget (\$8.6 million). Warnings were given by the actuaries about the need to fund the accrued liabilities estimated in 1977, a net obligation totaling \$35 million. See Union Exhibit 36, The Report of An Actuarial Valuation, December 31, 1977, of the City of Hamtramck Police-Fire Pension Plan prepared by Gabriel, Roeder, Smith and Company, dated January 10, 1979.

Further complicating the City's financial condition was a contract with Class C employees (practically all other City employees except elected and appointed officials) which provided for an uncapped COLA (with a roll-in provision). This contract was characterized by a City witness

as a "blank check." These employees receive more than employees in other cities (City Exhibit 2, Appendix D, Table 18, 19).

Thus, Hamtramck's present financial position may reasonably be said to reflect the economic situation, policy choices which have left present burdens to future generations, and the exercise of judgment which in retrospect were not correct. In addition, the Citizens Research Council of Michigan made recommendations in 1972 for management and other changes as have others (City Exhibit 2, and reference to "City of Hamtramck: A Study of City Finances, Administrative Organization and Operations, Citizens Research Council of Michigan, June, 1972).

But that does not mean the City has no options. It has been in fiscal difficulty before and has overcome them. In the selection of priorities the City may have to devote more funds to assure the community it will continue to have the safety and protection the citizens require.

This panel is not charged with making the ultimate determination concerning the City's budget although we are acutely aware of the impact of our decision on that budget process.

We are also acutely aware of the "interests and wel-

fare of the public" (Act 312, Sec. 9(c)) and the morale of the police and firefighters. It does not serve the public interest to have the uniformed services of the city charged with their protection to feel that they have fallen behind their counterparts in other comparable communities (see discussion below) as well as within the City of Hamtramck when the uncapped COLA for Class C employees has resulted in those employees maintaining their economic position while police and fire wages have eroded dramatically (Union Exhibit 20). It is consistent with the legislative goals of Act 312 that the public interest be carefully weighed along with other factors (see *City of Detroit v. Detroit Police Officers*, 294 N.W. 2d 68 at 79, and at 97).

A number of exhibits were introduced by the Union and the City to address the comparability factor in Section 9(d).

Union Exhibit 3 gave the basis for the selection of the 15 comparable communities based on population and contiguity. Union Exhibits 5 and 6 related these to patrolmen for 1979 and 1980-1 and Union Exhibits 9 and 10 does the same for firefighters. They demonstrate that police and firefighters in Hamtramck receive considerably less than their counterparts in other communities. When

the proposed \$.20/hr cap is applied to these same groups a substantial discrepancy still exists (Union Exhibits 7, 8). When compared with skilled tradesman hourly wages (based on a 40 hour week for firefighters) the hourly wage is below that of all the skilled trades including laborers.

Data was provided giving total compensation for sergeants and lieutenants for the same years and disclosing similar discrepancies as found for patrolmen and firefighters.

Union Exhibits 19-22 presented the Panel with the Detroit Consumer Price Index figures from 1975-1980 showing an increase in that index by almost 60% while police and firefighter wages increased by about 16 1/2% for the same period and, in terms of 1967 dollars, a decline of 15%. Other selected city employees did not show such a decline and in fact their wages reached or exceeded police and firefighters wages.

An amplification of the COLA data for other communities in Union Exhibit 29 showed that about half of them had COLA in varying amounts and different CAP's.

The City raised questions about the basis for choosing comparable cities including Detroit (much larger) and Oak Park (combined police-fighter position). Also questioned

were the actual figures which were derived in part from copies of Union contracts and from conversations with Union officials in other cities. The City also challenged comparing the seasonal nature of skilled trades workers with firefighters. Serious questions were raised about the information about gun allowances and uniforms which were claimed to be inflated figures. Even discounting the amount allocated to these figures, there remains a substantial discrepancy in the compensation to police and firefighters in Hamtramck.

The testimony of Capt. Joseph Boldys of the fire department who prepared many of the exhibits, and reviewed the City's audited reports for the period from 1975 through 1979 showed that the percentage of police and fire wages declined from 26.7% in 1975 to 21.9% in 1979 (as a percentage of general funds) while the total revenue in that period increased by 37 1/2%. This indicates to the Panel a redirection of priorities rather than an inability to pay.

The testimony of Donald Hunter, Vice President of Zuchelli, Hunter and Associates (Consultants on the Dodge Main re-use study) suggested that the City should seek to plateau labor costs, reduce positions in relation to its service population (evidence of drop in population from

approximately 27,000 to 20,000 testified to by others), apply modern management practices, eliminate positions in City government, merge jobs, and eliminate jobs.

Capt. Boldys also testified as to certain positions in the 1980-81 budget as follows:

Position	1979-80	1980-81
General Clerk	\$15,826	\$18,038
Secretary	17,340	19,558
Account Clerk	16,692	18,914
Laborer	15,826	18,045
Tree Trimmers		19,490
Sign Painters		19,490
Dog Warden	16,692	18,914
Library Director	20,994	23,233

These comparables within City employment have a devastating impact on the morale of the members of the Unions in this Act 312 interest arbitration.

The City introduced its comparables primarily through City Exhibit 2, Technical Memo #3, Appendix D, Tables 17, 18, 19 which disclosed that police and firefighters receive lower salary than their counterparts in the comparable cities chosen by the City but with a moderately better benefit package as to vacations, sick leave and sick leave time reimbursement at retirement.

The Panel finds that the Exhibits and testimony by the parties persuades us that the Unions have made a strong case based on factors (d), (e), and (f) to substantiate their claim that wages and fringe benefits lag behind comparable

communities. Neither side presented strong evidence of comparables in private employment although the Union did introduce evidence and testimony about building trades hourly wages.

There were no changes in any of the "foregoing circumstances during the pendency of the arbitration proceedings" under factor (g). There were no other matters set forth in factor (h) which were brought to the attention of the Panel.

Based on all the foregoing, the testimony and the exhibits, the Panel finds there is a need to make the following adjustments for each members of the bargaining units in accordance with the Union demands:

- I. Wages - For the first year of the contract a 5 1/2% (five and one-half percent) pay increase retroactive to July 1, 1979 [but, as agreed to by the Union in its final argument, not to apply to the specific wage rates set out in the schedules. The 5 1/2% wage adjustment shall be computed and applied to existing wage scales.] For the second year of the contract each member of each of the bargaining units, in accordance with the Union demand shall receive a six and one-half (6 1/2) percent increase retroactive to

July 1, 1980 [not applying the specific rates shown in the Union tables for each bargaining unit]. For the third year of the contract each member of each bargaining unit shall receive a six and one half (6 1/2) percent increase [but not applying the specific rates shown in the Union tables for each bargaining unit].

- II. Cost of Living Allowance - The Union demand for a Cost of Living Allowance for the contract year beginning July 1, 1979 and ending June 30, 1980, for each of the bargaining units is adopted and Article VII, Economic Matters, Sec. 11 - Cost of Living Allowance - is approved for that contract year. The City's Last Best Offer on economic issues No. 2 Cost of Living Allowance is adopted for the contract years July 1, 1980 to June 30, 1981 and July 1, 1981 to June 30, 1982.

Other Economic Issues

Hospitalization, Medical, Dental, Life Insurance
and Optical Plan

The discussion of the factors in the preceeding section have been applied to these demands. Additional coverage was sought to improve the existing dental insurance plan. However, Union Exhibit 16 and the supporting testimony was not persuasive and the Panel accepts the City position, City Last Best Offer No. 3, in view of all the circumstances and applying the statutory factors, with special emphasis on comparable communities, the Union demand for an increase in the dental insurance plan is not granted for each of the contract years.

Since the Union did not seek a change in the health insurance coverage in its last offer of settlement of economic issues, and the City agreed to continue the coverage under the current contract, City Last Best Offer, No. 4, that is granted for each contract year.

The same position is adopted for City's Last Best Offer, No. 6, Optical Insurance Coverage to continue to provide an optical plan which shall be equivalent to the present optical plan for each contract year.

As to the Union demand for an increase in life insurance coverage from \$15,000 to \$20,000 with a double indemnity provision for accidental death with no cost to the employee, the Panel has reviewed all the factors, taken into consideration the impact of inflation described in the exhibits (Union Exhibits 19-227), examined the coverage in comparable communities described in Union Exhibit 15, and concludes that this demand should be granted for each contract year.

Parity

The Panel received no exhibits or testimony on the issue of parity language in the police contracts and denies the Union demand on this issue. The present language in the firefighters contract is the usual language. There is nothing to indicate that other comparable communities have the parity language also as part of police contracts.

Additional Wages - Emergency Medical Technicians

There are substantial additional qualifications for a firefighter before he may apply for and be licensed as a State Emergency Medical Technician. In addition, there

are a greater number of runs performed by those assigned to this duty and added stresses referred to as "EMT burn-out." Other communities compensate firefighters assigned to EMT duty in different ways (testimony of Jeffrey Kosnewski). In view of all the factors, and being cognizant of the additional burdens placed on the performance of their functions, the Union has made a demand for a change in the firefighter's contract, Article XII, Economic Matters, Sec. 1 - Wages (b) to compensate a firefighter, licensed as a State Emergency Medical Technician, who is assigned to "ambulance duty" by providing an additional \$10 (ten dollars) per day for each day or part thereof so assigned. This demand is granted for each contract year.

Emergency Medical Technicians - Education Incentive

Applying the factors and considering the need of the community for a qualified pool of EMTs the Union demand to change the firefighters contract, Article XVI, Working Conditions, Sec. 6 - Added Incentive, by adding paragraphs (a) and (b) is granted effective for each year of the contract.

The City demand amending Article VII, Economic Matters, Sec. 3(d) - Overtime Pay, would require the use of compensatory

time within a limited period of time at the discretion of the supervisor. Testimony on this issue by Chief Sitek was to the effect that the accumulated leave had to be paid at retirement at a higher rate of pay than when the compensatory time was accrued. Since there was no provision to compensate employees who were not able to use their C-time in accordance with the City's demand, the Panel is persuaded that there is no reason to change a long standing practice (Sec. 9(h)) without more evidence to support the modification and therefore accepts the Union position that no change in compensatory time be granted. The other factors have been examined and found not to be germane to this issue.

The City submitted demands for changes in the pay for acting rank and for off duty court appearances (City Exhibit 11, p. 4, Sec. 2, Sec. 4). Although there was no testimony or exhibits on these issues it appears fair to pay for an acting rank only after a period in such status - in this case after two weeks. However, the practice with respect to payment for off duty court appearance is in conflict with the practice in other departments known to the Panel. Therefore, the Panel after considering each factor accepts the change in Sec. 2 but rejects the demand to change Sec. 4.

B. Non-Economic Issues

1. Updating firefighters safety equipment.

The Union presented persuasive testimony about the need to update safety equipment used by the firefighters. The cost is minimal and in view of the testimony concerning the dangers of firefighting it is in the public interest to minimize the hazards attendant upon the job. The helmets in use are not current with other fire department equipment. The same can be said of the need for at least four additional light weight Scott Air-Paks. The other factors have been considered and are not applicable. Therefore the Union demand (Union 41, p.1) on this issue is granted incorporating this language into the firefighters contract for each contract year.

The firefighters sought to incorporate a table of organization for the fire department into the firefighters contract. However, the testimony was solely to the effect that it would provide a clarification of present practice. It would seem to be unwise to include in a contract specific provision for a table of organization. The testimony was not considered persuasive and the public interest is best served if a table of organization is not

included. In consideration of all the factors, this demand (Union Exhibit 4 II, p. 2) is denied.

As a special note, the Panel cautions that although the record may be lacking as to a specific economic or non-economic demand, it has taken seriously the Supreme Court's mandate to consider and apply each of the statutory factors.

The Fraternal Order of Police submitted a demand to add a new Article XIX, Special Assignments, regarding the posting of these assignments and giving "important consideration" to seniority in management's decision on a special assignment. An important factor applied is 9(h) where traditionally in collective bargaining agreements in public and private employment seniority is given great weight. In view of this wide practice, the Panel grants this demand (Union Exhibit 41, p. 3).

Testimony was presented by the firefighters and by the Fire Chief, that there were special stresses associated with the assignment as an Emergency Medical Technician. Initially the Union requested language which would have permitted a unilateral and immediate termination of that status by the firefighter assigned to and performing those functions. However, this could conceivably leave the Fire Department without any qualified EMTs as required under

state statute. The language finally suggested by the firefighters union for inclusion in their contract (Union Exhibit 41, IV) properly protects the public interest while taking into account the voluntary nature of the original assignment to perform the duties of an EMT. This appears to be a unique situation which has emerged from a new and evolving area of response to emergency medical problems by firefighters. The Panel views the proposed change to Article XVI, Working Conditions, Sec. 3 - Reassignments Within the Department as proper and approves the change.

Mutual aid pacts exist between Hamtramck and Detroit and with other communities. Testimony emphasized the response by Detroit police and fire forces to Hamtramck's needs and the similarities in the borders surrounding the contiguous cities. It does not serve the interest of the public to include in the contract a limitation on response by Hamtramck's emergency medical technicians performing "ambulance duty" outside the city limits of Hamtramck unless there is a declared disaster. It is an unwarranted limitation and the Panel rejects the firefighters union demand on this issue (Union Exhibit 41, p. 4 Art. XVI, Sec. 10).

The City has demanded a change in Article VIII,

Vacation of the Fraternal Order of Police Contract.

There was an offer of compromise by the F.O.P. which would adjust the summer vacation period from June 1st through September 30th. The existing language covers the period from May 1st through November 1st. The Panel finds that employee morale would be improved and the public interest served by adopting the F.O.P. summer vacation period in Sec. 2 and by adopting the language the City has demanded for Sec. 3 (City Exhibit 11, p. 2, 2. Article VIII). The same provisions are made applicable to the firefighters contract (City Exhibit 11, p. 6, Article VIII, Sec. 2, Sec. 4).

Another part of the vacation issue relates to the City demand to add a new Section 4 to Article VIII of the F.O.P. contract giving the City the right to change, modify, or alter vacation schedules for emergencies or other public needs as determined by the Director of Public Safety or the Head of the Police Department. (City Exhibit 11, p. 2, 2. Article VIII, Sec. 4). The public interest is very well served by the adoption of this demand to meet emergency and other situations and this demand is granted.

The delineation in the contract of the number of men on a platoon was sought to be removed by the City.

The Police Chief testified that the more men assigned to each platoon the greater the safety for patrol officers. With the reduction in the numbers of police officers it has become more and more difficult to meet this contract requirement. He further testified that it inhibits management discretion. With the back-up by the Detroit Police Department he felt the safety of City patrol officers and the public would be retained if this language were removed. It is the decision of the Panel that Article X Section 1 be retained but with the following modification to Section 1(c): substitute for the present language the following

"The City shall seek to maintain that each platoon consist of not less than ten (10) uniform patrolmen."

The article on discipline in the F.O.P. contract (Article XIII, City Exhibit 11, p. 3, item 5), was the source of considerable testimony. It appears that the public interest would be served and employee morale improved if the existing language were modified as demanded by the City. The Panel accepts the City proposal but has changed the language in Section D by striking "actual" after "receives," and by inserting after "knowledge" the following phrase, "or with the exercise of reasonable diligence should have knowledge."

A proposal to change the shift period from two (2)

months to four (4) months was strongly objected to by the F.O.P. representatives as having an adverse effect on the morale of their members. The present arrangement appears to be satisfactory and the families of the employees have a greater opportunity to enjoy more nearly normal relationships under the existing system. A dramatic change would not be in the public interest and would affect police morale. The Panel is not persuaded that there should be a change and the City demand is rejected (City Exhibit 11, Article XVI, Working Conditions, Sec. 1 - Shift Equality).

We do not believe it is in the public interest to change the present language in Article XIV, Sec. 8 (City Exhibit 11, p. 5) by deleting the paragraph requiring detectives who are assigned to work between the hours of 4 p.m. and 8 a.m., to work in two man cars unless they waive this right on a daily basis. The present practice appears satisfactory and provides protection to the public and to the men. The City demand is rejected by the Panel.

A change in the residency provisions of the police contract was demanded by the City (City Exhibit 11, p. 5, Sec. 12). Under this demand those hired after July 1, 1980 would be required to reside in Hamtramck. The testimony of Deputy Chief Bannon, Detroit Police Department, suggested reasons why this type of provision is important for Detroit. When compared with the size of Hamtramck (2.2 square miles)

the Detroit situation can lead to a police officer living in the City on the far west side having a greater distance to travel over more congested roads than a Hamtramck police officer who would reside in Warren. The limited availability of housing in Hamtramck was suggested to the Panel. There are differences also in terms of ethnic composition of Hamtramck so that the "army of occupation" analogy fails when applied to it. A prior Act 312 interest arbitration awarded the existing residency language. There do not appear to be compelling reasons to change it at this time. While the impact on the morale of existing members of the department is not a great factor since it is designed to operate prospectively, nevertheless the public interest appears to be well served by the existing residency language in the contract. The Panel denies the City demand for a change in the residency requirements.

As to the matters discussed above which have been made applicable to the F.O.P. contract, they are made applicable to the Police Ranking Officers Association contract by adopting para. 7, p. 6 in City Exhibit 11 except to strike the word "All" and capitalize "The".

The City has made a detailed demand to change Article IX in the Union contracts dealing with Sick Leaves. The City stipulated that the word "employee" would be sub-

stituted for "member" wherever it appeared in its demand (City Exhibit 1, p. 3, item 11). The first two sections in the article are retained in this demand. New language is given in new Sections 3-9. The old Section 4 is re-numbered Section 10 - Other Leaves. The second sentence in the old Section 3 is retained and added following the first sentence in new Section 8.

All of these changes reflect an effort by the City to have tighter control over the way sick leave is administered. The Police Chief testified that the City should not be obligated for accidents which occur that are not in the line of duty. The motives of the City are proper and correct, they do not adversely affect employee morale, they would protect the public interest and the employees by providing detailed provisions covering this area, and would not substantially impact on the City. Other cities have similar provisions.

The Panel approves the City demand for each contract and for each contract year subject to the stipulated changes described above, and subject to the addition in Sections 4, 7 and 9 of the words "on the staff of Ford Hospital" wherever the word physician appears except for the last word in Sec. 4, and by striking in Sec. 9 the word "City" before "physician". In Section 8 the term

"workers compensation" is substituted for "workmens compensation" wherever it appears.

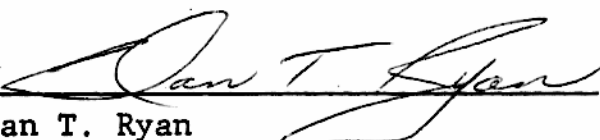
Post Script

The Panel is grateful to all those who so patiently and earnestly pleaded their cause and for their preparing the exhibits we found so helpful. The attorneys representing each side were skilled and articulate.

We have worked very hard to come to this point and have a deep appreciation for the problems faced by the City and these employees. It is our hope that this award will bring an end to the uncertainty and friction between these Unions and the City. We are grateful to the Hamtramck Chamber of Commerce for making their offices available to the Panel.


Richard Strichartz, Chairman

George C. Edwards, III


Dan T. Ryan