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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

7/17/87
ARB

In the Matter of the Act 312 Arbitration between
City of Inkster

-and-

Teamsters State, County and Municipal Workers, Local 214
MERC Case No. D85 H-2138 *Sci M. Elkin 7/17/87*

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
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OPINION AND AWARD OF ARBITRATION PANEL

Introduction

This proceeding arose in response to a petition by the Teamsters Local 214 on April 2, 1986, pursuant to Act 312 of the State of Michigan, an Act to provide for compulsory arbitration of labor disputes in municipal police and fire departments. Despite three mediation sessions, the parties had reached impasse in their efforts to negotiate their first collective bargaining agreement.

The collective bargaining unit consists of employees in two classifications: Telecommunicator (often referred to as "dispatcher"), and Communication Assistant.

Hearings were held on November 12, 1986 and March 11, 1987, at the Inkster City Hall. The City was represented by Milton Spokojny, Esq.; the Union by Joseph Valenti. The city's delegate on the arbitration panel was Joseph Fremont, Director of Labor Relations Services for the Michigan Municipal League; the Union's delegate was James Markley,

Inkster, City of (Arb.)

Elkin, Sci M.

Business Representative for Local 214. The impartial chairman was the undersigned, Sol M. Elkin.

A pre-hearing conference was held on July 8, 1986, and a transcript taken of that proceeding, with Anne Patton as arbitrator. Ms. Patton subsequently resigned and was replaced by the undersigned on August 15, 1986.

The Panel met in executive session on April 8 and May 12, 1987. The Last Best Offer on each issue from both parties was received by the Chairman on May 4, 1987.

This Opinion and Award was drafted by the Panel Chairman, who is solely responsible for its contents.

Background

Until recently, dispatching in Inkster was one of the duties of the regular police officers. It was shifted to civilians as a cost-cutting measure and in August, 1983, the classifications of Telecommunicator and Assistant Telecommunicator were established. In the Fall of 1984 the Union was recognized as exclusive bargaining agent for these classifications. Bargaining began at that time for a contract to be effective on July 1, 1985.

Presently, there are eight Telecommunicators and four Assistant Telecommunicators in the Unit.

The major duties of the Telecommunicator (commonly known as "dispatcher") are the "prompt operation of police and/or fire radios, telephone, lein, electronic telecommunicator and in-house computers". The Telecommunicator Assistant handles primarily non-emergency lines and has certain other duties with respect to monitoring of prisoners.

Tentative agreement was previously reached on these entitled contract provisions:

1. Agreement
2. Purpose and Intent
3. Recognition
4. Union Rights and Responsibilities
5. Grievance Procedure
6. Non-Discrimination
7. Savings Clause
8. Management Rights
9. Agency Shop
10. Checkoff of Dues and Services Fees
11. Special Conferences
12. Veterans
13. Aid to Other Organizations
14. Seniority
15. Maintenance of Benefits
16. Extent of Agreement

The Issues in Dispute

The parties stipulated that the issued shown below are the only issues remaining in dispute, and that all are economic:

1. Wages
2. Pensions
3. Payment for off-duty court time.
- 4, Personal leave days

Section 8 of Act 312 requires the arbitration panel to adopt the final offer of one of the parties on each economic issue in dispute, utilizing the applicable factors set forth in Section 9 of the Act. These factors were utilized by the Panel in reviewing the data offered into evidence by the parties in support of their respective positions.

Wages

City's Last Best Offer: The City offers a four-year agreement, retroactive for all employees on the City payroll on May 1, 1987. Shown below are the current salaries and the percentage and dollar increase for each of the four years:

Telecommunicators

	Current	7/1/85	7/1/86	5/1/87	7/1/88
		(2%)	(3.25%)	(3%)	(4%)
<u>Start</u>	13,572	13,843	14,293	14,722	15,311
<u>Maximum</u>	14,760	15,055	15,544	16,011	16,651

Assistant Telecommunicator

<u>Start</u>	10,400	10,608	10,953	11,281	11,733
<u>Maximum</u>	11,385	11,613	11,990	12,350	12,844

Union's Last Best Offer: The Union offers a three-year contract, with an increase of \$.50 per hour for each of the three years, retroactive fore all employees on the City payroll on January 1, 1987. Shown below are the dollar amounts and percentage increases for each of the three years:

Telecommunicator

	7/1/85	7/1/86	7/1/87
<u>Start</u>	14,612 (7.66%)	15,652 (7.12%)	16,692 (6.23%)
<u>Maximum</u>	15,800 (7.05%)	16,840 (6.58%)	17,880 (6.18%)

Assistant Telecommunicator

<u>Start</u>	11,440 (10.0%)	12,480 (9.09%)	13,520 (8.33%)
<u>Maximum</u>	12,425 (9.13%)	13,465 (8.37%)	14,505 (7.72%)

Contentions of the Parties

The Union argues that the telecommunicator classification is more closely related to law enforcement than to clerical employees and should be compensated accordingly. As comparable communities, the Union offers those shown below, all contiguous communities within a radius of 25 miles of Inkster which also have civilian dispatchers and are represented by unions. Salary comparisons with Inkster for 1986 are:

	<u>Minimum</u>	<u>Maximum</u>
City of Dearborn	\$19,206	\$21,366
Garden City	13,887	16,879
Southfield	18,200	21,266
Ypsilanti	16,509	20,115

AVERAGE	16,950	19,899

Inkster (Telecommunicator)	13,572	14,760

The City, on the other hand, points out that for the City of Southgate the starting pay for police dispatchers is \$5.00 per hour, with a maximum of \$6.00 per hour after one year. For Allen Park, where dispatching is presumably done by police cadets, their salary range beginning July 1, 1987

is from \$12,405 to \$14,169, after two years. Also, under a contract with the City of Dearborn Heights executed in May, 1986, the police cadets receive a starting salary of \$11,000, rising to a maximum of \$13,000 at the fifth year.

With respect to the cost of living, the City notes that from June, 1984 to June, 1985, it rose 3.5%, and for the year ending December, 1986 it rose but 0.3%.

The City calculates the annual cost of the Union's Last Best Offer for the Telecommunicators, including salary and benefits, as \$25,101: for Communication Assistants, \$18,564. For the total three-year package, from 1985 to 1988, the City calculates the cost of its offer to be \$40,161, as compared to the cost of the Union's offer at \$113,559.

The City urges that the Union's offer exceeds its ability to pay, in view of its limited revenue base. It notes it is already levying taxes at the maximum rate of 20 mills, and this rate cannot be increased without the consent of the voters, which consent would be most unlikely in the present economic climate. The City draws attention to a number of recent adverse financial developments that it contends severely restrict its ability to pay the requested increases and still maintain its fiscal integrity. Some of these are certain Federal and State mandates without offsetting revenues, Federal program eliminations and reductions, labor contracts, high cost of insurance and

reduction of coverage, County determined S.E.V. reductions, and others.

Discussion

The City's offer in this dispute represents, for both classifications at each step of the salary schedule, a 8.25% increase for the first three years, and 12.25% over the four year period of the proposed contract. By comparison, the Union requests, at the beginning level, a 21.01% increase for Telecommunicators, and a 19.81% increase for Assistant Telecommunicators, over the three years of its proposed contract. At the two-year maximum level, the increase is 19.81% and 25.22%, respectively.

The gap between the two offers is unusually wide, and the task of this Panel is to determine which is the more equitable.

The data offered by both parties comparing salaries for the Inkster telecommunicators to those in other communities have been carefully reviewed by the Chairman. It is obvious that the range of salaries is wide, and it is equally apparent that there are wide differences among the communities in their ability to pay. Other comparisons are more applicable to the instant dispute. Section 9(h) of Act 312 provides that the panel may consider "such other factors ... which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining" In the case at hand, the recent collective

bargaining history of the City of Inkster with its other employee groups is such a factor. The City has a collective bargaining relationship with AFSCME, Local 290, covering general City employees, another contract with the UAW, Local 985, covering its police officers, and one with the Michigan Law Enforcement Union, Teamsters Local 129, covering the Sergeants and Lieutenants.

The City's offer essentially duplicates the pattern of increases in the City's current agreement with AFSCME, effective from July 1, 1985 through June 30, 1988, except that the City's offer eliminates the \$100 signing bonus the first year and improves the third year from no increase to 3%. Also,, the City's offer adds a fourth year to the term of the contract with a greater increase for that final year than for any of the three years in the AFSCME contract.

From the AFSCME agreement:

PAY TITLE AND GRADES

(a) July 1, 1985 - June 30, 1986 -- a 2% salary increase will be applied to all grades and stops.

A \$100 bonus paid to all employees covered by this agreement as of 11-13-85.

(b) July 1 1986 - June 30, 1987 -- a 3.25% salary increase will be applied to all gradesand steps.

(c) July 1, 1987 - June 30, 1988 -- a 0% salary increase will be applied to all grades and steps.

Thus, the AFSMCE unit was granted increases of 5.25% (plus \$100, or approximately 1%), over the three year period of 1985 to 1988.

In the City's collective bargaining agreement with the Police Officers' Union, dating from July 1, 1984 to July 1, 1989, the average percent of increase for officers at various steps were as follows:

Effective July 1, 1985 -- 2.0%

" July 1, 1986 -- 3.26%*

" July 1, 1987 -- 0%

" July 1, 1988 -- 5.13%

The average total increase for the four years at each salary step was:

End of probation: 9.26%

6 months after probation: 7.70%

1 year after probation: 11.30%

2 years after probation: 10.50%

9 years after probation: 5.95% (for 3 years)

The only sergeant and lieutenants contract in the record shows an increase for both classifications effective July 1, 1985 of 2%.

The Union argues that because of the nature of the telecommunicator's work and because they are subject to Public Act 312, that classification is more closely associated with certified law enforcement than with general clerical employees. The Union's request for the same number of leave days and court time compensation as in the Police Officer's agreement is consistent with that position.

Although the introduction of the AFSCME contract into evidence by the Union is not consistent with that position it nevertheless is relevant as both groups have the same employer.

It is clear that, for the same period of time, the Union's offer far exceeds the increases achieved by any other employee group bargaining with the City. The City's offer more closely resembles the pattern of increases for the same period of time with AFSCME, the Inkster Police Officers, and the Lieutenant and Sergeants than does the Union's offer. Moreover, bargaining for this initial contract in this dispute has continued since late 1984, and with the Union's offer the contract would expire in July, 1988, so that bargaining for a new contract would have to begin almost immediately. Under the City's four-year offer, there would be an advantage to the parties to have at least a brief period to live with the new contract before beginning to bargain for the successor agreement. Also, it is apparent that Inkster is not a wealthy community, and the City's difficulties in restricting expenditures to match limited revenues must enter into the calculation. Considering all of the criteria set forth in Sec. 9 of P.A. 312, the Panel majority finds that the City's Last Best Offer is closer than the Union's to an equitable settlement of the wage issue.

Pensions

Both the City and the Union submitted the same Last Best Offer on this issue, i.e., the same pension improvement agreed upon with AFSCME in their current agreement, as shown below:

XXXIX. Pension Program Improvement

(a) Normal Retirement Income - Amount - Effective on and after July 1, 1980, the yearly amount of such participant's normal retirement income will be equal to: 2% of the Participant's Final Earnings multiplied by the number of his years of credited service.

(b) Credited Interest - For months on or after July 1, 1980, employees who withdraw their contributions from the pension program shall receive a five (5%) percent per year interest on said monies for the time held by the pension fund compounded on each July 1. Any change in the rate of Credited Interest will apply to interest allowed for months occurring after the effective date of the change.

(c) The above improvements are made without increases in the employees contribution rate.

(d) The City of Inkster adopts an early retirement program for all AFSCME Local 290 bargaining unit employees under the following terms and conditions:

(1) That any Union employee who is a member of the general retirement system of the City of Inkster that has attained a minimum of fifty-five (55) years of age and has a minimum of twenty-five (25) years of service with the City shall be eligible, at his/her option, for early retirement.

(2) That the City will waive the early retirement penalty provision (Section 4.2b of the Income Retirement Plan) which reduces each employee's pension by one-half ($1/2$) of one (1%) percent, for each month by which the retirement date precedes his normal retirement date.

(3) That the aforesaid early retirement option shall become effective on January 1, 1988.

(4) All provisions regarding the early retirement program are subject to the provisions of the Income Retirement Plan as prepared by the City's pension program administrators.

(5) The above improvements are made without increases in the employees contribution rate.

(e)

(1) The City of Inkster adopts late retirement adjustment factors (which are attached hereto as Exhibit "A") as an amendment to the income retirement plan.

(2) That the aforesaid late retirement adjustment factors shall become effective on July 1, 1986.

(3) The above improvements are made without increases in the employee contribution rate.

Discussion: The Panel unanimously accepts the agreement of the parties on this issue.

Court Time

City's Last Best Offer: Employees required to appear in court on City-related matters during their off-duty hours shall be paid at the rate of time and one-half, with a two hour minimum.

Union's Last Best Offer: Same as in the Inkster Police Officer's contract:

XXXI. Court Time

(a) Officers appearing in District Court during their off duty hours shall receive three hours extra pay at straight time for actual time spent, whichever is greater.

(b) Officers appearing in Circuit Court and other courts and administrative hearings during their off duty hours shall receive six (6) hours extra pay at straight time for actual time spent, whichever is greater.

(c) All witness fees due to officers shall be returned to the City of Inkster. It shall be the responsibility of each officer to collect and remit to the City all such witness fees due and allowance under the law.

(d) Court time shall include only those times where the police officer is subpoenaed into court (as a result of duties performed as a City of Inkster police officer) or where the police officer attends Michigan Liquor Control Commission hearings, Michigan Secretary of State hearings, parole board hearings, or any other hearings which the Chief of Police or his designee shall approve.

In situations where the Chief of Police or his designee has the discretion to approve Court time for attendance at hearings, the police officer shall submit his request in writing and which request shall be answered in writing prior to the police officer attending the hearing.

(e) Any employee subpoenaed into Court or any other hearings as designated in Sub-section (d) of Article XXXI, preceding or following his shift and as approved by the Chief of Police or his designee shall be paid at his regular rate of pay during his shift; and, if required to stay beyond or continue into his regular shift shall be paid at time and one-half (1 1/2). Furthermore, time shall be computed from when the employee checks into the station upon arrival and when he checks back upon his return. In no event, shall officers making any of the aforestated appearances be paid more than is allowed under Sections (a) and (b).

Discussion: Although court appearances by Unit members is seldom required, this obligation as the same is that of the police officers. Conceivably, occasions could arise where a unit member and a police officer could be called to appear in court on the same matter. For performing exactly the same duty as the police officer, as a matter of equity unit members are entitled to the same compensation.

The Panel majority adopts the Union's position on this issue.

Personal Leave

City's Last Best Offer: Employees who use not more than five (5) sick leave days and/or leave without pay days per fiscal year, shall be given three (3) additional personal leave days with pay to be used in the following fiscal year. Such days must be used with the approval of the

department head who shall receive at least twenty-four hour notice.

Union's Last Best Offer: Same as in the Inkster Police Officer's contract:

XXXXIV. Personal Leave

Employees shall be entitled to three (3) personal leave days per fiscal year which bear no relationship to sick leave use. Such personal leave days per fiscal year are non-cumulative and, when used the employer shall receive at least twenty-four (24) hours notice. Management reserves the right to deny the approval of a personal leave day; however, such approval shall not unreasonably be withheld.

If the approval of such personal leave day is denied by management, and results in the possible loss of any day, then the number of such personal leave day(s) shall be carried over into the next fiscal year.

Discussion: The close working relationship of the dispatchers and the police officers is sufficient rationale to justify granting the same personal leave benefit to both.

The Panel majority adopts the Union's position on this issue.

Award and Orders

Wages: Increases retroactive for employees on the payroll of the City of Inkster on May 1, 1987, as follows:

Effective July 1, 1985 -- 2%
Effective July 1, 1986 -- 3.25 %
Effective May 1, 1987 -- 3%
Effective July 1, 1988 -- 4%

Pensions: The same pension improvement as in the Agreement between the City of Inkster and AFSCME, Article XXXIX, reproduced above.

Court Time: The same as in the Agreement between the City of Inkster and the Police Officers's Union, Article XXXI, reproduced above.

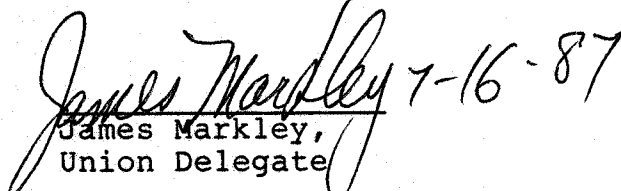
Personal Leave: The same as in the Agreement between the City of Inkster and the Police Officer's Union, Article XXXIV, reproduced above.

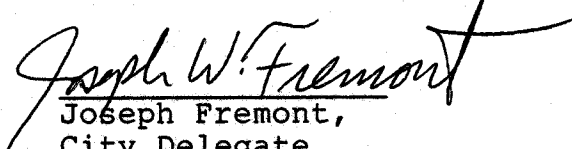
Concurrences

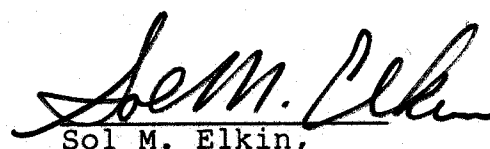
The City delegate concurs with the Chairman on the issue of wages.

The Union delegate concurs with the Chairman on the issues of court time and personal leave.

The Panel is unanimous on the issue of pensions.


James Markley,
Union Delegate


Joseph Fremont,
City Delegate


Sol M. Elkin,
Impartial Chairman

July 17, 1987
Ann Arbor, Michigan