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cc. RE 8/31/70
ARB

Ironwood City of

PUBLIC EMPLOYMENT ARBITRATION

(Pursuant to the Police and
Firemen's Arbitration Act,
Act No. 312, Public Acts of
1969, State of Michigan.)

In the Matter of:

CITY OF IRONWOOD

-and-

IRONWOOD POLICE OFFICERS'S
ASSOCIATION

REPORT OF FINDINGS,
CONCLUSIONS,
AND AWARD.

ARBITRATION PANEL

Appointed by the Delegates of the Parties:

Dr. William E. Barstow, Jr., Arbitrator
Michigan Technological University
Houghton, Michigan 49931

Appointed by the Parties:

Mr. William L. Johnson, for the City
731 Hedin Avenue
Ironwood, Michigan 49938

Mr. Andrew H. Wisti, for the Association
Wisti, Jaaskelainen & Bourland, Attorneys at Law
101 Quincy Street
Hancock, Michigan 49930

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JUL 29 1976

August 31, 1970

I.

PROCEEDINGS

Mar. 30, 1970 Collective bargaining between the parties pursuant to a 1970-71 labor agreement commenced. This was the first of four unmediated negotiating sessions.

May 27, 1970 Mediation provided by the Michigan Employment Relations Commission.

June 9, 1970 Association notified City of its request for arbitration pursuant to Act 312, Public Acts of 1969, State of Michigan.

June 17, 1970 Michigan Employment Relations Commission notified of appointment of Arbitration Panel Member William L. Johnson, for the City.

June 17, 1970 Michigan Employment Relations Commission notified of appointment of Arbitration Panel Member Andrew H. Wisti, for the Association.

June 17, 1970 Arbitrator William E. Barstow, Jr. appointed by agreement of delegates of the parties.

June 20, 1970 Discussions initiated with parties by the Arbitrator pursuant to establishment of hearing date.

June 30, 1970 Arbitration hearing scheduled for July 9, 1970, at the Memorial Building, City of Ironwood.

July 9, 1970 Arbitration hearing convened at the Memorial Building, City of Ironwood, at which were present:

For the City:

David E. McDonald, City Attorney
Alfred Wright, Mayor
Kenneth E. Long, City Manager

For the Association:

John M. McCarthy, Attorney
William W. Maki, President
Charles Vanhokeren, Steward
Otto J. Luoma, Steward
Sam Benny, Jr., Secretary

Reporter:

Irene Liljestrom

July 9, 1970 Arbitration Panel convened in initial
executive conference subsequent to arbitration
hearing.

July 29, 1970 Arbitration Panel executive conference re-
convened at Hancock, Michigan by mutual
agreement of panel members.

Aug. 31, 1970 Report of arbitration findings, conclusions,
and award issued.

II.

ARBITRABILITY OF THE DISPUTE

The City of Ironwood (hereinafter referred to as "the City") denies the arbitrability of the instant dispute. In its hearing brief, the City states as follows:

"The City believes that 'fact finding' is a necessary and jurisdictional condition precedent to arbitration under Act 312, P.A. of 1969, which the Police have not demanded and seemingly have ignored the fact finding process. The City does not admit that the arbitration panel has jurisdiction in this proceeding until after fact finding under applicable law and the contract with the police is first exhausted. By participation in this arbitration proceeding, the City does not waive but reserves the right to challenge arbitration on jurisdictional grounds, since Act 312 of P.A. of 1969 did not void the fact finding process but is only supplemental thereto."

Oral argumentation by Counsel for the City also excepted to these proceedings on grounds of non-arbitrability. While the Ironwood Police Officer's Association (hereinafter referred to as "the Association") expresses no view concerning the question, its position is implicit in its having proceeded directly from mediation to demand for arbitration under Act 312, P.A. 1969, without recourse to fact-finding.

Interposition of the issues of arbitrability at the commencement of the instant proceedings is timely, and disposition of the question thus raised is necessarily a condition precedent to consideration of any collective bargaining issues in dispute.

The issue of arbitrability centers in the question of conflict within certain language of Sections 3 and 14 of Act 312, P.A. 1969, under which the instant arbitration hearing is requested. This Act further amends the Public Employment Relations Act, Act No. 336, Public Acts of 1947, as previously amended, to provide for compulsory arbitration procedures applicable to municipal police and fire departments. Pertinent sections of Act-312 are as follows:

Sec. 3. Whenever in the course of mediation of a public police or fire department employee's dispute, the dispute has not been resolved to the agreement of both parties within 30 days of the submission of the dispute to mediation and fact-finding, or within such further additional periods to which the parties may agree, the employees or employer may initiate binding arbitration proceedings by prompt request in writing, to the other, with copy to the mediation board.

"Sec. 14. This act shall be deemed as supplementary to Act No. 336 of the Public Acts of 1947, as amended, being sections 423.201 to 423.216 of the Compiled Laws of 1948, and does not amend or repeal any of its provisions; but any provisions thereof requiring fact-finding procedures shall be inapplicable to disputes subject to arbitration under this act."

The Arbitration Panel is confronted here with an open question. There is no judicial construction of the statute as of this time. The Michigan Employment Relations Commission has stated, as its opinion, that fact-finding is not a condition precedent to compulsory arbitration under Act 312. However, the Commission is not charged with general administration of the Act, and therefore its opinion is not controlling.

It is incontrovertible that certain phraseology of Act 312 is susceptible of variant constructions. Section 3 provides that "whenever . . . the dispute has not been resolved to the agreement of both parties within 30 days of the submission of the dispute to mediation and fact-finding . . . the employees or employer may initiate binding arbitration proceedings." In one interpretation, the conjunction, "and," is mandatory, and implies that both mediation and fact-finding are conditions precedent to binding arbitration procedures. In another interpretation, the phrase, "mediation and fact-finding," implies merely a generic type of proceeding, and fact-finding is not a condition precedent to binding arbitration.

On the other hand, Section 14 of the Act states that ". . . any provisions [of Act No. 336, Public Acts of 1947, as amended] . . . requiring fact-finding procedures shall be inapplicable to disputes subject to arbitration under this act." This language is totally unequivocal and unambiguous. It can mean only that compulsory arbitration under Act 312 is permissible on demand of a party at any time after mediation procedures plus 30 days.

It is a well established rule of construction that primary weight will be given to a reading of the statute as a whole, and that where particular language is susceptible of more than one construction, such language will be accorded that interpretation which best harmonizes with the reading of the whole. Construing the phrase, "mediation and fact-finding," to mean merely a generic type of proceeding which, therefore, does not specifically call for fact-finding as a mandatory preliminary to binding arbitration, clearly is most nearly in harmony with the language of Section 14, and most nearly in harmony with a reasonable reading of the Act as a whole.

Confirming this view are two collateral facts. First, in most circumstances, there is not sufficient time within the 30 days prescribed by Section 3 for completion of both mediation and fact-finding procedures. Secondly, fact-finding as prescribed in Michigan labor law is essentially advisory arbitration, and the only real difference between it and the instant proceeding is non-binding character. The Arbitration Panel cannot conceive of anything more wasteful of public funds and tolerance than two successive arbitrations of the same fact situation, both at governmental expense.

Accordingly, the Arbitration Panel adopts the latter construction of Section 3, and rules that the instant dispute is arbitrable both on its own facts and on the fact situation in which it arose. Panel Member Johnson abstains from joining in the ruling, on grounds of lack of personal expertise in statutory construction.

ISSUES IN DISPUTE

The parties were unwilling to stipulate the precise collective bargaining issues in dispute prior to the hearing. However, demands by the Association for revised or new labor agreement provisions which were presented to the City on March 30, 1970, include the following:

1. Salary schedule. \$500 across the board onto each level of pay.

Present: Starting Pay -	\$5,284	Proposed: \$5,784
After 6 mos. -	\$5,414	\$5,914
After 1 Yr. -	\$5,531	\$6,031
After 2 Yrs. -	\$5,674	\$6,174

3. Overtime. Time and a half for any overtime. Overtime by seniority. Man replaces man of equal rank. Any overtime to be worked in the City will be given to Association members as long as they are available.

4. Holidays. Compensatory time taken off for holidays. 24 compensatory days taken off during the year (this takes care of holidays and brings work-week to within 40 hrs. a week). No compensatory time taken off on afternoon shift unless worked out with the Chief of shift captain between April 1st & Sept. 1st. Compensatory days shall be picked by seniority on each shift, at the beginning of each month. Each officer shall choose the days he wants to take for his compensatory days off. Compensatory days may be cancelled by the Chief in case of emergency. Any compensatory days that are cancelled & an officer has to work, the officer shall be paid time & a half for this shift.

5. Vacations.

Proposed Change:

From 1 to 10 years.	(2 vacations)
10 to 15 years.	(3 vacations)
15 to 20 Years.	(4 vacations)
20 to 25 Years	(5 vacations)
After 25 Years	(5 vacations & one day)
26 Years	(5 vacations & 2 days)
27 Years	(5 Vacations & 3 days)
28 Years	(5 vacations & 4 days)

6. Sick leave. A. 12 days a year & accumulated to 200 days. A doctor's excuse shall be needed only after an officer has been sick or missed more than 3 days in succession. (Check what city has written up). Upon retirement, officer shall be paid 1/2 of his sick leave which has not been used up.

7. Hospitalization. City pays full amount.

17. Training session. There will be a 4-hour training session each month. Time & a half to be paid for the 4 hours.

New. Job Classifications.

Three (3) new classifications to the rank of patrolman as follows:

Senior Patrolman 1. After five (5) years of service he shall receive an additional two per cent (2%) per annum.

Senior Patrolman 2. After ten (10) years of service he shall receive an additional two percent (2%) per annum.

Senior Patrolman 3. After fifteen (15) years of service he shall receive an additional two percent (2%) per annum.

New. Additional Federal & State Funds. In the event additional funds become available from either federal or state sources for police salaries, the association shall have the right to reopen the contract for negotiations.

New. Longevity.

2% for 6 years of Service.
4% for 11 years of service.
6% for 16 years of service
with no maximum.

New. Shift differential. 10 cents differential on afternoon shift & 15 cents on midnight shift. If man works 7:00 P.M. to 3:00 A. M. (or otherwise) he gets higher premium rate on pay.

New. Outside employment. Employee's shall be permitted to engage in part-time employment.

During the course of the hearing, it became apparent that both parties are in substantial agreement that certain provisions which were incorporated in their prior agreement for 1969-70 should be continued into any new agreement for 1970-71 unchanged. These provisions are as follows (see Appendix A, infra, for textual content);

<u>Clause No.</u>	<u>Descriptive Title</u>
2	Hours of Employment
7	Duty-connected Illness and Disability
8	Leaves of Absence
11	Gun Allowance
12	Call-in Pay
13	Court Time

Clause No.

Descriptive Title

14

Funeral or Bereavement Pay

15

Pension System

16

Cost-of-living Bonus

A demand by the Association concerning employment by the City of additional police personnel was withdrawn during the hearing by mutual consent. A demand by the Association concerning administration by the City of clothing allowances was resolved during the hearing by agreement between the parties and also was withdrawn by mutual consent.

IV.

FINDINGS AND CONCLUSIONS

Unfair Practices

The Association has charged that the City's transfer of three policemen to other classifications on the employment rolls as part of an overall reduction of the City's workforce, during pendency of these arbitration proceedings, constitutes an unfair labor practice in violation of Section 13, Act 312, Public Acts of 1969. The Arbitration Panel believes that this determination properly is an issue for the courts. Accordingly, the Panel rules unanimously that it lacks jurisdiction to consider the matter.

Limitations on the Arbitration Process

The Arbitration Panel is unanimous in its opinion that little meaningful bargaining has been accomplished between the parties during almost three months of negotiations. Of fourteen original demands for revised or new items for the 1970-71 collective bargaining agreement, substantial differences still exist in relation to ten, minor differences remain in two, and two were compromised and withdrawn or settled during the hearing.

In view of the absence of collective bargaining, it is important to emphasize that the arbitration process typically is an even less satisfactory method of settling labor disputes. In no sense can arbitration be an adequate substitute for realistic discussions and trade-offs between the parties. The Arbitration Panel is legally constrained by the controlling statute from achieving the broad range of pragmatic accommodations available to the parties within the freedoms of informal negotiation.

Bases of Findings, Opinions, and Order

Pursuant to Section 9, Act 312, Public Acts of 1969, the Arbitration Panel finds that the following statutory standards are applicable to promulgation of findings, opinions, and order in the circumstances of this dispute:

- o The lawful authority of the employer.
- o 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 in public employment in comparable communities.
- o The average consumer prices for goods and services, commonly known as the cost of living.

- o The interests and welfare of the public and the financial ability of the unit of government to meet the costs involved.
- o The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospital benefits, the continuity and stability of employment, and all other benefits received.
- o Other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment.

Salary Schedule

The City has offered an increase of \$291.20 per annum across the board at all levels of the salary structure. The terms of this offer stress the concept that it would be in addition to continuance of the cost of living bonus from the prior agreement, which paid about \$239.20 during the period of the prior agreement, ending June 30, 1970. The City states that, if the cost of living continues to rise at the same rate in 1970-71 as it did in 1969-70, the gross value of this offer would amount to a total increase of \$530.40 across the board.

Unfortunately, this assertion is seriously misleading. Since the cost of living rose about 6% during 1969-70, \$340.44 would have been required just to enable an experienced policeman earning \$5,674.00 per annum base salary in July, 1969, to keep pace with the increased cost of living alone. Also, the bonus money potentially payable in the event of a continuing cost of living increase into 1971 would not really represent any increase in real income, but would merely offset (and then only in part) the decrease in the purchasing power of the monetary base salary. Summarizing, the City's offer would leave the experienced policeman at a salary \$4,924 per annum below his salary of a year ago in terms of real income, and this salary would continue to decrease in terms of real income so long as the cost of living were to continue to rise.

The City stresses its status as a community still in economic shock and adjustment from the final close-out in 1963 of its former principal industry, the iron mines. It points to a population decrease of about 1800 since 1960, to the absence of appreciable increase in the assessable tax base during the recent past, to problems in street subsidence and snow removal in a sprawling area built originally for greater population, and to a growing financial deficit in each of the last three years. Admittedly, the City's tax rate is now at statutory maximum. While an income levy will be proposed to voters later this year, its passage is speculative.

However, the coin has another side. In many ways, the economic recovery of the community has been excellent to the degree permitted by its new character as a shopping-tourist center with several small trades of diversified types. Some of the City's remaining problems are patently due to its reluctance to fully face up to its problems and reduce services and personnel to levels equivalent to its present financial circumstances. As just one example, the City still provides the county sheriff's department (which, incidentally, now pays its deputies \$6,715.00 per annum) with cooperative police services. It is true that the City faces a harsh economic future with but little flexibility or reserve. However, this is true to some degree of many if not most of the cities in Michigan today.

The Arbitration Panel recognizes that no city, however hardpressed, can require its employees to subsidize its financial misfortunes, and must reduce services and personnel instead. This does not mean, of course, that the pay rates of a depressed community must match any rate paid by its more prosperous neighbors. But it does mean that it should pay within the competitive range, and if it fails to do so, it will merely compound its problems for the future.

Ironwood's police salaries today are well below the competitive range for communities the size of Ironwood. Average compensation maxima in all upper Michigan communities today is approaching \$6,500 per annum. Accentuating the problem is the growing awareness that police classifications must be evaluated at the top of municipal job classifications in today's troubled world. Annual police increases negotiated throughout this geographic region in the past year reflect these facts and have approximated 7%.

The Arbitration Panel concludes unanimously that Ironwood policemen are entitled to a 6% increase at each of the present four compensation levels to equate with the cost of living increase during the 1969-70 period. The Arbitration Panel also concludes, Panel Member Johnson dissenting, that an additional 2% increase is necessary to adjust the rate maximum to a level commensurate with the relative economic and policing situations of all communities in the immediate geographic area.

The City protests that any increase granted the Association beyond its present offer will create a disparity between police rates and the rates of other municipal employees. No comparative salary data is offered to substantiate this contention, however, and the only salary issue now before the Arbitration Panel is that concerning the police. However, it should be pointed out again that responsible job evaluation studies consistently place police compensation at or near the top of non-administrative municipal job classifications.

The Arbitration Panel concludes, Panel Member Johnson dissenting in part, that each of the present four compensation levels for the patrolman job classification should be granted an 8% increase.

Overtime

The parties do not disagree concerning the Association's demand for time and one half for all overtime, priority of assignment to be determined by seniority. However, the Arbitration Panel concludes unanimously that the provision proposed by the Association that "any overtime to be worked in the City will be given to Association members as long as they are available," should be prohibited because of illegality. As sole bargaining agent for the police department, the Association by law must bargain for all members of the unit equally, and this proposed provision is clearly discriminatory.

Holidays

The Association demands an arrangement involving something approximating free selection by each employee of compensatory days off to replace holidays worked. The City points out that such free choice would enable policemen to choose days off when they know they would be called back in order to get time and one half for such call back time. The Arbitration Panel concludes unanimously that the City is correct and that the language proposed by the City should be adopted, as follows:

"To compensate for holidays an employee will be given 24 hours per week to within 40 hours, each man will be entitled to 24 compensatory days off during the year. As each shift works 6 days and is off 2 days, in order to provide rotating weekends, the compensatory time will be taken in the form of a 4-day weekend, once each month, being the last day of the old shift, the 2 normal weekend days and the first day of the new shift. The senior man will take the first weekend of the month, the next man the second weekend and so forth. Trading will be permitted. If compensatory day is cancelled by the Chief, the officer will be paid at the rate of time and one-half for that shift."

Vacations

The existing vacation policy is a very liberal one, even in comparison with the vacation programs of other municipal police departments in the state, and is fully competitive at the present time. The Association failed to offer any reasons why the existing provision for a vacation season extending from April to August inclusive should not be continued. Accordingly, the Arbitration Panel concludes unanimously that the vacation provisions of the prior agreement (see Appendix A, infra) should be continued.

Sick Leave

The Association has demanded merely the same sick leave base that was employed during 1969-70, which called for 12 days per year, accumulating to 200 days. However, the Association asks that medical certification be required only after a third continuous day of absence, and that retirement severance pay be equal to one half of unused leave time. However, the Association offers no rationale for these changes, and the present sick leave and retirement severance plan is fully competitive. The elimination of the early medical certification could actually result in economic and health detriment to covered employees in the long term. The Arbitration Panel concludes unanimously that the sick leave and severance pay provisions of the prior agreement (see Appendix A, infra) should be continued.

Hospitalization Insurance

The City now pays a single membership Blue Cross-Blue Shield insurance coverage. It contends that full family coverage as asked by the Association would discriminate against the employee whose wife is employed under a prepaid medical insurance plan already, or who has no family. In today's salary administration practice, however, medical insurance is not regarded as direct compensation. It is an economic fringe benefit, and its purpose is regarded as being to make the employee a more effective worker by relieving him of concern for the economic impact of his family's health situation. Full family coverage has become almost a standard benefit throughout the state, and the Arbitration Panel concludes, Panel Member Johnson dissenting, that the demand for full family coverage should be granted.

Training Sessions

The Association demands a four hour training session each month, paid at time and one half. The City concedes the abstract desirability of a training program, but states that it cannot agree to contract for overtime. The Arbitration Panel concludes unanimously that the implementation of training programs is a responsibility of management and that the demand should be rejected. Where a training program is to be required, such attendance should be compensated as straight time since the benefit is mutual, in that it aids both the City and the employee.

Added Job Classifications

The Association demands that the patrolman job classification be divided into a three job series, with progression from one job

to another to be based only on years of service, and added pay to be granted as a percentage of base pay.

The City points out that it is governed by Act No. 78, Public Acts of 1935, entitled "Civil Service for Fire and/or Police Departments," which provides for competitive examination for all promotions. Also, in substance, this demand is merely an attempt to create a longevity increase under another name. In standard salary administration practice, in order to justify a separate classification there must be a differentiation of duties, and none are shown by the Association. The Arbitration Panel concludes unanimously that the demand should be rejected.

Wage Re-opener

The parties appear to have agreed in substance to a wage negotiation reopener in the event that state or federal funds for police compensation should become available during the term of the 1970-71 agreement. The Arbitration Panel perceives no real issue, and concludes unanimously that such language should be adopted.

Longevity Compensation

The Association demands a pattern (see statement of issues, supra) of percentage bonuses for service longevity. This is a frequent provision of police labor agreements, and the demand is not unreasonable in size of percentage increments.

In standard salary administration practice, the longevity increase, or "fogey," is considered by many authorities to present psychological advantages as applied to flat-rated job classifications. This is particularly true where, as is typical of police patrolman classifications, personnel tend to remain in the same flat-rated classification so long that it is, in effect, a terminal job. Longevity pay is an established fringe in a substantial proportion of regional communities, including such cities as Menominee, Kingsford, Iron Mountain, Escanaba, Marquette, Ishpeming, Negaunee, and others.

While the Association proposes an unusually "steep" pattern, leading to a 6% bonus in just 16 years, the basic elements of the demand are standard and can add to salary stability by reducing wage pressures in future negotiations.

Accordingly, the Arbitration Panel concludes, Panel Member Johnson dissenting, that the demand is equitable and justified in regional practice, but on a much more "flat" basis as follows:

- 2% bonus for 10 years unbroken service
- 4% bonus for 20 years unbroken service
- 6% bonus for 25 years unbroken service

Shift Differential

The Association demands a 10¢ and 15¢ shift differential hourly payment. The Arbitration Panel concludes unanimously that in a situation such as the present, where shifts swing weekly, there is no basis in standard personnel practice for payment of a shift differential.

Outside Employment

The Association demands a provision protecting the right of policemen to accept supplemental employment during off-duty hours. The City does not object, but asserts that there are three principal points on which the City should be protected. These are that (1) conflicts of interest shall be prohibited, (2) workmen's compensation coverage shall be provided by the second employer for such supplemental work, and (3) the second job must not interfere with the employee's fitness and availability for police duty.

The Arbitration Panel concludes unanimously that the clause demanded should be adopted, but with the protective language established by the City.

V.

ARBITRATION AWARD

The Arbitration Panel, on the basis of its findings and conclusions as stated in this Report, Part IV, supra, orders that the parties incorporate provisions in their 1970-71 collective bargaining agreement in accordance with the following:

Salary Schedule

The salary schedule for the patrolman job classification shall be increased approximately 8% at each experience level, such increases to be retroactive to July 1, 1970, to the following new amounts:

Hire	\$476/month	\$5,712/year
6 Mo.	\$487/month	\$5,844/year
1 Yr.	\$498/month	\$5,976/year
2 Yr.	\$511/month	\$6,132/year

Overtime

Overtime shall be paid at time and one half, and priority in overtime assignments shall be by seniority. No other priority shall be recognized.

Holidays

Compensatory time off for holidays shall be administered in accordance with the following language:

To compensate for holidays and to bring the average work week to within 40 hours, each man will be entitled to 24 compensatory days off during the year. As each shift works 6 days and is off 2 days, in order to provide rotating weekends, the compensatory time will be taken in the form of a 4-day weekend, once each month, being the last day of the old shift, the 2 normal weekend days, and the first day of the new shift. The senior man will take the first weekend of the month, the next man the second weekend, and so forth. Trading will be permitted. If compensatory day is cancelled by the Chief, the officer will be paid at the rate of time and one half for that shift.

Vacations

Vacation provisions of the prior agreement between the parties shall be continued in the 1970-71 agreement without change.

Sick Leave

Sick leave provisions of the prior agreement between the parties shall be continued in the 1970-71 agreement without change.

Hospitalization Insurance

Full family Blue Cross-Blue Shield coverage shall be prepaid for each employee covered by the agreement.

Training Sessions

The scheduling of police training sessions shall be discretionary with the City, and where training duty is required by the City it shall be compensated at straight time.

Added Job Classifications

Separate job classifications for police personnel shall be based only on differentiation in duty requirements, and promotion within any salary structure shall be based on competitive examination.

Wage Re-opener

In the event that additional state or federal funds for police compensation should become available at any time during the 1970-71 agreement, wage renegotiations shall be initiated at the option of either party.

Longevity Compensation

Longevity shall be compensated in accordance with the following schedule:

2% of base salary after 10 years of continuous service

4% of base salary after 20 years of continuous service

6% of base salary after 25 years of continuous service

Shift Differential

No compensation differential based on shift assignment shall be paid during the term of the 1970-71 collective bargaining agreement.


Outside Employment

Police personnel shall be permitted to accept employment during off-duty hours, subject however, that (1) supplemental work creating any inherent interest with the primary police work shall be prohibited, (2) workmen's compensation coverage shall be provided by the employer for such supplemental work, and (3) the second job must not interfere with the employee's fitness and availability for police duty, whether of a scheduled or call-in nature.

Other Provisions of Agreement

All provisions of the prior 1969-70 agreement between the parties, other than those revised or added in the above order, shall be continued in the 1970-71 collective bargaining agreement without change. The agreement shall be made retroactive to July 1, 1970.

Concurring in the above findings, conclusions, and award as ordered,


William E. Barstow, Jr., Arbitrator


Andrew H. Wisti, Panel Member

Concurring in whole or in part (see Report text, Part IV, Findings and Conclusions, supra) from economic portions of the above findings, conclusions, and award as ordered; but concurring in all non-economic portions,


William L. Johnson, Panel Member

SALARY AND COLLATERAL BENEFIT SCHEDULE 1969-70 AGREEMENT

X. SALARIES

1. **Salary Schedule:** Starting pay \$1000
After 6 mo. \$1050
After 1 yr. \$1100
After 2 yrs. \$1150
2. **Hours of Employment:**
Work 5-day shifts, 7:00 A.M. to 3:00 P.M., 3:00 P.M. to 11:00 P.M. and 11:00 P.M. to 7:00 A.M. Shifts rotate with 1 shift off. Work 6 days and then 2 off. Compensatory time taken off to bring working week to 40 hours. When shift is short a man must be replaced, men replacing move down from shift above.
3. **Overtime Pay:**
Time and a half for any overtime. Overtime by seniority - rotating. After senior man has worked, he goes to bottom of list. Man replaces man of equal rank. Any overtime worked in City will be given to Association members as long as men are available.
4. **Compensatory Time:**
Compensatory time taken off for holidays. 24 compensatory days taken off during the year (this takes care of holidays and brings work back to within 40 hours a week). No compensatory time taken off on afternoon shift unless worked out with Chief or Shift Captain between April 1 and September 1.
5. **Vacations:**
Vacation: 10 days which consists of 2 off days, 8 work days and 2 off days. From 1 to 15 years (2 vacations)
15 to 20 years (3 vacations)
20 to 25 years (4 vacations)
After 25 years - 4 vacations and one day
26 years - 4 vacations and two days
27 years - 4 vacations and three days
28 years - 4 vacations and four days
After 29 years or longer - 5 vacations
Vacations taken by seniority with each shift working out vacations. First 2 rounds of vacation by seniority and then senior man can pick the rest of his vacations that are left. On first 2 rounds own vacation picked. Vacations picked throughout the year and only between April 1st and September 1st. When man takes vacation on afternoon shift, another man from other shift replaces man on vacation, so that afternoon shift will have 4 men on shift.
6. **Sick Leave:**
A. 12 days a year and accumulated to 200 days.
B. The City will make a severance payment of \$100.00 for ten (10) years of service; \$200.00 for twenty (20) years of service, and \$10.00 per year for each year of service thereafter to any employee who retires under any of the provisions of the existing retirement plan.
7. **Pension:**
Pension covered under State law.
8. **Leave of Absence:**
Leave of absence without pay may be granted with approval of the appointing authority, for the following causes and not otherwise, viz: That the appointing authority has some special reason which is sufficient to constitute a good reason for giving such leave; provided, however, that no such leave shall be given for a period to exceed ninety (90) days; and provided, further, that the acceptance of another position or engaging in other employment by the employee while on leave of absence shall be deemed a resignation.

9. Hospitalization:
City pays price of single person.
10. Clothing allowance:
Uniforms and equipment will be requisitioned in the following manner. The patrolman will prepare a list of their clothing and equipment needs once each quarter, being approximately the first of July, September, January and April. This list will be submitted to the Chief for his comment and approval with one copy being sent directly to the City Manager. The officers may also keep a copy. The Chief will act on the requisition within one week and will forward this list with his approval and/or disapproval within one week to the City Manager and the City Manager will then review the requisition and the Chief's comments and will then order the supplies finally approved.
11. Gun Allowance:
City buys guns for officers.
12. Call-in Pay:
Time and a half for hours worked, two hours guaranteed.
13. Court time:
Time and a half for hours worked, two hours guaranteed.
14. Funeral or Bereavement Pay:
Three (3) days' funeral leave will be allowed in the event of a death in the employee's immediate family, which will include the employee's mother, father, brother, sister, spouse, son or daughter, mother or father-in-law and grandparents. Funeral leave will not be deducted from sick leave.
15. Pensions or Retirement System: (Under Civil Service Law)
16. Cost of Living:
Cost of living adjustment shall be made using the June 30, 1969 release of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, based on 1957-1969.
- (a) Cost of living adjustment shall be made on the basis of changes in the index quarterly on the second pay period following the release of the cost of living index in April, July, October and January during the life of this Agreement.
- (b) For each 0.4% index difference, each hourly employee shall receive a wage adjustment of one cent (1¢) per hour which will be paid on the first payday in November, February, May and August in the amount of \$5.20 for each 0.4%.
- (c) Effective July 1, 1969 the June 30, 1969 release will be used as the base for computing the cost of living payment for the first year of the Agreement.
17. Training Sessions:
There will be a 4-hour training session each month - 2 hours at time on a half and 2 hours at straight time.