

398

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

(Arbitration Pursuant to Act 312, P.A. 1969, as amended)

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In the Matter of Arbitration Between:

CITY OF JACKSON

Employer,

MERC

Case No. L 83 B-79

and

FRATERNAL ORDER OF POLICE,  
LODGE #70

Union.

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Arbitration Panel:

Robert F. Browning, Impartial Chairman  
Michael Ward, City Designee  
John A. Lyons, Union Designee

Representing Employer:

Michael Ward, Attorney

Representing Union:

John A. Lyons, Attorney

I.

INTRODUCTION

A Pre-Hearing Conference was held on December 19, 1983, in the City Commission Meeting Room, City Hall, 2nd Floor, Jackson, Michigan. All day Hearings were held in the same location on January 26 and 27, 1984, and on March 27 and 29, 1984. The parties chose not to submit post-hearing briefs. The last offers of the parties postmarked April 23, 1984, were received by the Impartial Chairman and exchanged by him with the parties by mailing on April 25, 1984. Transcripts of the Hearings held on January 26 and January 27, 1984, were received from the Reporter on March 12, 1984. Transcripts of the Hearings held March 27 and 28, 1984, were received from the Reporter on May 8, 1984. The Panel was given

time to review the voluminous Transcript and 106 Exhibits, and an Executive Session of the Panel was held on June 22, 1984, at the office of the Impartial Chairman in Lansing, Michigan. A draft award was to be prepared by the Chairman by the end of July or early August 1984 and submitted to the fellow panelists for their review and any corrections, if necessary. The final order of the Panel was subscribed to by a majority of the arbitration panel on August 21, 1984.

It should be understood that the panel member representing the City of Jackson, Employer and the Fraternal Order of Police, Lodge #70, Union, disagreed with certain of the findings and awards set forth hereafter. Accordingly, the signatures of either of the partisan panel members at the conclusion of this Opinion and Award does not represent a concurrence with each and every element of the final award, but rather it does constitute a recognition that a majority of the arbitration panel did support each issue covered in the final order.

#### HEARING

At the outset of the Hearing, the impartial arbitration panel Chairman self-administered the oath of office. The parties at the Pre-Hearing Conference and at the initial Hearing, on the record, agreed that the arbitration panel has jurisdiction and is properly constituted and has full authority over the matters before it. Further, the parties mutually waived all the time limits set forth in Act 312, P.A. 1969, as amended.

II.

#### ISSUES

The Panel determined and the parties agreed that certain of the following issues are economic and that certain of the issues are non-economic as set forth below. (Note: The identifying #'s of the issues are as numbered in the City of Jackson's last best offer.)

<u>ISSUE NO.</u>	<u>SUBJECT MATTER</u>	<u>DETERMINATION</u>
1.	Wages	Economic
2.	Cost of Living (COLA)	Economic
3.	Court Time Payments	Economic
4.	Sick Time Pay Off At Retirement	Economic
5.	Personal Leave Days	Economic
6.	Dental	Economic
7.	Determining Special Skills	Non-Economic
8.	Scheduled Hours of Work	Non-Economic
9.	Vacations	Economic
10.	Bargaining Unit Work	Non-Economic
11.	Maintenance of Standards	Non-Economic
12.	Reduction of Force on Holidays	Economic
<u>CITY ISSUES</u>		
13.	Minority Protection	Economic
14.	Retreat Rights	Economic
15.	Union Release Time	Economic
16.	Disability Leave	Economic
17.	Continuation of Work on Overtime Basis	Economic
18.	Residency	Non-Economic
19.	Gun Allowance	Economic
20.	Plainclothes Allowance	Economic

#### LAST OFFERS OF SETTLEMENT

##### 1. WAGES

TERM OF AGREEMENT: The union suggests that the term of Agreement should be three years beginning July 1, 1983, until June 30, 1986.

Union Offer:

Three Year Agreement:	1st year	7-1-83	0%
		1-1-84	5%
	2nd year	7-1-84	3%
		1-1-85	3%
	3rd year	7-1-85	3%
		1-1-86	3%
In the alternative		7-1-83	5%
Two Year Agreement		7-1-84	6%

City Offer:

The City offers as its last best offer on wages the following Appendix A which shall be attached to the contract. (Note: Term of Agreement, three years, July 1, 1983, through June 30, 1986.)

APPENDIX A

**Applicable to Positions in Police Department**

**Effective 7/1/83 through 6/30/84**

Class Grade	Grade Basis	(Step 1)	(Step 2)	(Step 3)	(Step 4)	(Step 5)	(1L)	(2L)	(3L)
		Minimum 1st Year	Next Year	Next Year	Next Year	Maximum After 4 Years	7 Years Service*	12 Years Service*	18 Years Service*
82	Annual	18569.00	20844.00	21789.00	22838.00	23918.00	24516.00	25129.00	25757.00
	Bi-wkly	714.19	801.69	838.04	878.38	919.92	942.92	966.50	990.65
83	Annual	20844.00	21789.00	22838.00	23918.00	24888.00	25742.00	26385.00	27045.00
	Bi-wkly	801.69	838.04	878.38	919.92	957.23	990.08	1014.81	1040.19
84	Annual	21789.00	22838.00	23918.00	24888.00	25916.00	27029.00	27704.00	28397.00
	Bi-wkly	838.04	878.38	919.92	957.23	996.77	1039.58	1065.54	1092.19
85	Annual	(Step 1) 22838.00	(Step 2) 23918.00	(Step 3) 24888.00	(Step 4) 25916.00	(Step 5) 27009.00	(Step 6) 28161.00	(1L-12yrs)* 29089.00	(2L-18yrs) 29817.00
	Bi-wkly	878.38	919.92	957.23	996.77	1038.81	1083.12	1118.81	1146.81
86	Annual	23918.00	24888.00	25916.00	27009.00	28161.00	29372.00	30543.00	31308.00
	Bi-wkly	919.92	957.23	996.77	1038.81	1083.12	1129.69	1174.73	1204.15

\*Including one year at preceding rate

Effective 7/1/84 through 6/30/85

Class Grade	Grade Basis	(Step 1)	(Step 2)	(Step 3)	(Step 4)	(Step 5)	(1L)	(2L)	(3L)
		Minimum 1st Year	Next Year	Next Year	Next Year	Maximum After 4 Years	7 Years Service*	12 Years Service*	18 Years Service*
82	Annual	18940.00	21261.00	22225.00	23295.00	24396.00	25006.00	25632.00	26272.00
	Bi-Wkly	728.46	817.73	854.81	895.96	938.31	961.77	985.85	1010.46
83	Annual	21261.00	22225.00	23295.00	24396.00	25386.00	26257.00	26913.00	27586.00
	Bi-Wkly	817.73	854.81	895.96	938.31	976.38	1009.88	1035.12	1061.00
84	Annual	22225.00	23295.00	24396.00	25386.00	26434.00	27570.00	28258.00	28965.00
	Bi-Wkly	854.81	895.96	938.31	976.38	1016.69	1060.38	1086.85	1114.04
85	Annual	(Step 1) 23295.00	(Step 2) 24396.00	(Step 3) 25386.00	(Step 4) 26434.00	(Step 5) 27549.00	(Step 6) 28724.00	(1L-12yrs)*(2L-18yrs) 29671.00	30413.00
	Bi-Wkly	895.96	938.31	976.38	1016.69	1059.58	1104.77	1141.19	1169.73
86	Annual	24396.00	25386.00	26434.00	27549.00	28724.00	29959.00	31154.00	31934.00
	Bi-Wkly	938.31	976.38	1016.69	1059.58	1104.77	1152.27	1198.23	1228.23

\*Including one year at preceding rate

Effective 7/1/85 through 6/30/86

Class Grade	Grade Basis	(Step 1)	(Step 2)	(Step 3)	(Step 4)	(Step 5)	(1L)	(2L)	(3L)
		Minimum 1st Year	Next Year	Next Year	Next Year	Maximum After 4 Years	7 Years Service*	12 Years Service*	18 Years Service*
82	Annual	19508.00	21899.00	22892.00	23994.00	25128.00	25756.00	26401.00	27060.00
	Bi-Wkly	750.31	842.27	880.46	922.85	966.46	990.62	1015.42	1040.77
83	Annual	21899.00	22892.00	23994.00	25128.00	26148.00	27045.00	27720.00	28414.00
	Bi-Wkly	842.27	880.46	922.85	966.46	1005.69	1040.19	1066.15	1092.85
84	Annual	22892.00	23994.00	25128.00	26148.00	27227.00	28397.00	29106.00	29834.00
	Bi-Wkly	880.46	922.85	966.46	1005.69	1047.19	1092.19	1119.46	1147.46
85	Annual	(Step 1) 23994.00	(Step 2) 25128.00	(Step 3) 26148.00	(Step 4) 27227.00	(Step 5) 28375.00	(Step 6) 29586.00	(1L-12yrs)*(2L-18yrs) 30561.00	31325.00
	Bi-Wkly	922.85	966.46	1005.69	1047.19	1091.35	1137.92	1175.42	1204.81
86	Annual	25128.00	26148.00	27227.00	28375.00	29586.00	30858.00	32089.00	32892.00
	Bi-Wkly	966.46	1005.69	1047.19	1091.35	1137.92	1186.85	1234.19	1265.08

\*Including one year at preceding rate

## 2. COST OF LIVING

### Union Offer:

To be paid each year as suggested by the testimony of the Union; however, with a three percent (3%) cap, rolled into the base annual salary.

### City Offer:

The City's last best offer of settlement on this issue is that the panel does not award a cost of living allowance.

## 3. COURT TIME PAYMENTS

### Union Offer:

- (a) Effective January 1, 1984 through May 1, 1984, payment of two-hour minimum for each one-half day appearance at the rate of time and one-half.
- (b) Effective May 1, 1984, two-hour minimum payment, paid at time and one-half.

### City Offer:

The City's last best offer of settlement on this issue is that the panel should award the following language as a subsection (a) to Section 3 of Article VII, thus maintaining the status quo.

- (a) When, as a result of performing his duties as a police officer, an employee is subpoenaed to make a court appearance or an appearance before an administrative agency during off-duty hours, he shall receive triple the subpoena fees, unless payment at time and one-half (1-1/2) is required by law.

## 4. SICK TIME PAY OFF AT RETIREMENT

### Union Offer:

The Union suggests that the pay off for all accumulated sick time be paid off upon retirement at fifty percent (50%) of all days accumulated.

### City Offer:

The City's last best offer of settlement on this issue is that the following language should be awarded by the panel as a subsection (d) to Section 2 of Article VI, Sick Leave.

- (d) If an employee retires, pursuant to the City's Retirement Program, the employee shall be entitled to be paid fifty percent (50%) of his accumulated unused sick leave credits, up to a maximum of one hundred

eighty (80) days accumulation. If an employee is discharged, laid off or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave.

#### 5. PERSONAL LEAVE DAYS

##### Union Offer:

2nd year	7-1-84	3 days
3rd year	7-1-85	6 days

##### City Offer:

The City's last best offer of settlement on this issue is that the panel should not award any personal leave days.

#### 6. DENTAL

##### Union Offer:

1st year:	Provide \$300.00 maximum benefit with a total carry over of \$500.00.
2nd year:	Maximum benefit of \$350.00 with a maximum of \$500.00 carry over.
3rd year:	Maximum of \$400.00 benefit with a maximum of \$500.00 carry over remaining.

##### City Offer:

The City's last best offer of settlement on this issue is that the panel award the following language.

The Employer will reimburse employees for proven dental expenses, not to exceed two hundred fifty dollars (\$250.00) in any given contract year, for the employee, his spouse and dependent children. Effective in contract year 1983-1984, if employees do not use the total two hundred fifty dollars (\$250.00) dental reimbursement, they may carry the unused portion into contract year 1984-1985. Effective July 1, 1984, the maximum dental reimbursement allowance shall become five hundred dollars (\$500.00) in that contract year, and in addition, employees may use sums carried over from contract year 1983-1984.

#### 7. DETERMINING SPECIAL SKILLS

##### Union Offer:

Include the language as suggested in Union Exhibit "19", to wit:

"The City shall be required to negotiate with the Lodge any position within the Department which they believe has a special skill requirement with the burden of proof placed on the City. If a position requiring a new special skill is contemplated by the City, it shall be posted on the Department bulletin board at least thirty (30) calendar days prior to the commencement of any training in the skill. All qualified sworn personnel shall have equal

consideration for such training.

City Offer:

The City's last best offer of settlement on the issue of determining special skills is that the panel not award the language requested by the Lodge, thus leaving the determination of special skills to the Employer.

8. SCHEDULED HOURS OF WORK

Union Offer:

Include the language as suggested in Union Exhibit "21", to wit:

"Under no circumstances shall an employee's scheduled hours of work be changed to avoid the payment of overtime. In the event of a special assignment, the parties will discuss the effect of this provision upon the assignment, and may agree to disregard this section."

City Offer:

The City's last best offer of settlement on this issue is that the panel not award the language requested by the Lodge and thus leave scheduling as presently done.

9. VACATIONS

Union Offer:

The Union suggests that the vacation schedule should be aligned with the longevity schedule, that is:

1 year	10 days
4 years	12 days
7 years	15 days
12 years	20 days
18 years	25 days

The net effect of this request is to align the four year and the fifteen year schedule and add two days to the twenty year schedule.

City Offer:

The City's last best offer of settlement on the issue of vacation is that the vacation schedule remain as under the expired contract, thus the following language is the City's last best offer of settlement on vacation schedules.

ARTICLE X - VACATIONS

Section 1: Employees, who have completed one (1) or more years of continuous service for the Employer since their last hiring date, shall be eligible for vacation with pay in accordance with the following schedule:

(a) An employee who, as of the anniversary date of his employment, has



completed one (1) but less than five (5) years of continuous service with the Employer since his last hiring date shall receive ten (10) days of vacation with pay.

- (b) An employee who, during the calendar year, will have completed five (5) but less than seven (7) years of continuous service with the Employer since his last hiring date shall receive twelve (12) days of vacation with pay.
- (c) An employee who, during the calendar year, will have completed seven (7) but less than fifteen (15) years of continuous service with the Employer since his last hiring date shall receive fifteen (15) days of vacation with pay.
- (d) An employee who, during the calendar year, will have completed fifteen (15) but less than twenty (20) years of continuous service with the Employer since his last hiring date shall receive twenty (20) days of vacation with pay.
- (e) An employee who, effectively as of July 1, 1981, or thereafter, has completed twenty (20) or more years of continuous service with the Employer since his last hiring date shall receive twenty-three (23) days of vacation with pay.

#### 10. BARGAINING UNIT WORK

##### Union Offer:

Include the title and duties in the collective bargaining agreement as set forth in Union Exhibits "26", "27", and "28".

##### City Offer:

The City's last best offer of settlement on this issue is that the panel not award the language requested by the Lodge.

#### 11. MAINTENANCE OF STANDARDS

##### Union Offer:

Include the language as set forth in Union Exhibit "30" to wit:

"The Employer agrees that all conditions of employment in an employee's individual operation relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect on the effective date of this agreement. The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of the Agreement, if such error is corrected within ninety (90) days from the date of error. No member shall suffer a reduction of benefits because of the execution of this Agreement."

City Offer:

The City's last best offer of settlement on this issue is that the panel not award the language requested by the Lodge.

12. REDUCTION OF FORCE ON HOLIDAYS

Union Offer:

That the senior employee be given the option to work or take a lay-off when the City reduces its work force on a holiday, regardless of the amount of compensatory time in the employee's bank.

City Offer:

The City's last best offer of settlement on this issue is that the panel not award the language requested by the Lodge, i.e. no language be added to the contract on this issue, thus leaving it within Management's control.

CITY ISSUES

13. MINORITY PROTECTION

City Offer:

The City's last best offer of settlement on this issue is that the following language be awarded.

Within a given classification, minorities will be protected if the bumping and/or layoff of a minority would result in the minority percentage in that job classification being less than the percentage of minority population within the City of Jackson in accordance with latest official U.S. Bureau of census population statistics in effect immediately prior to the date of the layoff. This paragraph will not apply when all positions in a given classification are being eliminated.

Union Offer:

Status quo.

14. RETREAT RIGHTS

The City's last best offer of settlement on this issue is that the following language be awarded.

Employees, who have been promoted or transferred from the bargaining unit to another position outside the bargaining unit, but within the Police Department as a sworn officer, shall continue to accumulate seniority within the classification from which transferred or promoted for a period of twelve (12) months after said transfer or promotion at which time it shall be frozen at that level. If at any time after an employee is promoted or transferred, the City eliminates the classification to which the employee was promoted in said classification, thus requiring the removal of the transferred or promoted employee from a classification, said employee

may exercise his/her classification seniority, i.e. the classification seniority possessed by the employee at the time of promotion or transfer plus up to twelve (12) months' accumulation after the promotion or transfer, to return to any bargaining unit classification which they permanently occupied during their employment with the Police Department. Employees displaced from their classifications as a result of this Section shall have rights to bump to a lower classification in accordance with the provisions of this contract.

Union Offer:

The Union has no objection to members in the higher (command) unit retreating into their unit in the event of lay-off; however, it should be administered based on classification seniority as agreed to by the parties, to wit: Classification seniority shall be defined as an employee's continuous time spent in any bargaining unit classification in which he has successfully completed his probationary period and shall include only that time actually spent in the classification as a permanent employee, except the patrol officer classification seniority shall equal the employee's department seniority as defined above. Moreover, a retreating officer should not exercise seniority in matters that are in the current scheduling cycle, i.e., vacation selection, shift preference, days off.

15. UNION RELEASE TIME

City Offer:

The City's last best offer of settlement on this issue is that the panel award the following language.

Six hundred fifty (650) hours of total release time, with pay, during the entire term of this contract will be provided by the City to enable police officers to attend the State Convention of the Fraternal Order of Police, to attend the National Convention of the Fraternal Order of Police and to attend to the functions necessary if an employee is elected to State or National Fraternal Order of Police office. Usage of this six hundred fifty (650) hour release time bank shall be subject to the operational requirements of the Department and with the prior approval of the Chief of Police. In addition, the Chief may, in his discretion, allow up to one hundred fifty (150) hours of total paid release time during the entire term of this contract to police officers to attend to F.O.P. business, including negotiations and grievance processing.

Union Offer:

Status quo.

16. DISABILITY LEAVE

City Offer:

The City's last best offer of settlement on this issue is that the panel award the following language.

Any officer who suffers a duty-related illness or injury which is compens-

able under the Michigan Workers' Compensation Act shall be granted a leave of absence, without pay, of up to twelve (12) months. At any time during said twelve (12) month period, the City may require medical certification of the employee's inability to perform his job. Employees on such disability leave shall not be entitled to any payments over and above payments received pursuant to the City's workers' compensation insurance. In addition, the City shall have no obligation to extend the disability leave beyond twelve (12) months and the City shall not be liable for the payments of accrual of any fringe benefits beyond the twelve (12) month period.

Union Offer:

Status quo.

17. CONTINUATION OF WORK ON OVERTIME BASIS

City Offer:

The City's last best offer of settlement on this issue is that the panel award the following language.

When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may, at the discretion of the Chief, be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

Union Offer:

Status quo.

18. RESIDENCY

City Offer:

The City's last best offer of settlement on this issue is that the panel award the following language.

All employees who enter the bargaining unit after July 1, 1984, who do not live within the boundary lines of the City of Jackson must, within twelve (12) calendar months after the date of entry, move within said boundaries for the duration of their employment. This residency requirement shall require that employees:

- (a) Establish and occupy a dwelling within the City limits and maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Union Offer:

Status quo.

## 19. GUN ALLOWANCE

### City Offer:

The City's last best offer of settlement on this issue is that the panel replace Section 3 of Article VIII of the expired contract with and award the following.

Both parties to this Agreement recognize the need for officers to acquire and maintain their skills with firearms and to this end each sworn officer shall be required to successfully complete the M.L.E.T.C. (Michigan Law Enforcement Training Council) qualification shoot annually. Upon the successful completion of said shoot each year, i.e. shooting the minimum qualifying score, each officer shall be paid a three hundred sixty-five dollar (\$365.00) weapon proficiency allowance. The M.L.E.T.C. qualification match will be fired under the supervision of an approved department firearms instructor.

### Union Offer:

Status quo.

## 20. PLAINCLOTHES ALLOWANCE

### City Offer:

The City's last best offer of settlement on this issue is that the panel delete Section 2 of Article VIII of the expired contract and replace it with the following language.

The City hereby agrees to supply all required uniforms to the uniformed personnel covered by this Agreement. The City will repair or replace items of personal clothing to include prescription glasses and watches of plainclothes employees covered by this Agreement, which may be damaged in the course of their duties with the Jackson Police Department, not to exceed fifty dollars (\$50.00) per incident, if said damage is not reimbursed through court proceedings.

### Union Offer:

Status quo.

The issues as set forth above are the sole issues requiring deliberation and an award by this Panel in these Act 312 Arbitration Proceedings.

## III.

### BACKGROUND

The City of Jackson is located in the Southern Lower Peninsula of Michigan and is in the Southeast area. The City of Jackson consists of 10.8 square miles and has a population of thirty-nine thousand, seven hundred thirty-five (39,735) people

according to the 1980 census. Consumers Power is the major employer and the City through the years has been identified with the automotive industry as a supplier of automotive parts and accessories. (Transcript, Vol 1, p. 15)

Presently in 1984, at the time of the Hearings, there are sixty-eight (68) members of the Fraternal Order of Police, Lodge #70 bargaining unit composed of all sworn officers in the Jackson Police Department below the rank of Lieutenant; namely, patrolmen, patrolmen assigned or Corporal, Detectives and Sergeants. The chief of Police and five Command Officers are not in the Lodge #70 bargaining unit.

The parties (Joint Exhibit 1) entered into a three year collective bargaining agreement (July 1, 1979, through June 30, 1982) which provided for a seven (7) percent wage increase in each of the three contract years. On August 17, 1982, to assist the City (Employer) at the time, Lodge #70 (Union) agreed to a wage freeze and extended the Agreement for the fiscal year, July 1, 1982, to June 30, 1983. Before this Panel now are the issues to be resolved for a new three year agreement, July 1, 1983, through June 30, 1986.

#### IV. FINDINGS, OPINIONS, AWARDS, AND ORDER

The following findings, opinions, awards and order have been reached after the Panel considered fully each of the factors, as applicable, enumerated in Section 9 of Act 312, P.A. 1969, as amended.

The lawful authority of the employer is not questioned in this case. Further, the parties and the Panel recognize the lawful authority of the Employer.

The Employer, City of Jackson in this case, has specifically raised the factor of Sec. 9 (c) "the interest and welfare of the public and the financial ability of the unit of government to meet these costs". A considerable amount of testimony and exhibits were offered by the City regarding "ability to pay" and will be commented on by the Panel later in its findings and opinions.

## COMPARABLES

At the Pre-Hearing Conference, the City of Jackson advised it would use the Michigan League Region 11 as a comparable based on a population of 29,000 - 49,999. The cities, in addition to Jackson, are: Battle Creek, Bay City, Burton, East Lansing, Holland, Kentwood, Midland, Muskegon, Portage, Port Huron, and Wyoming. The Union stated, in addition to the above cities it would use Ann Arbor, Kalamazoo, and Saginaw.

## ISSUES

### ISSUE #1 (Economic)

## WAGES

The Union's last offer of settlement for a three year Agreement (July 1, 1983, through June 30, 1986 is as follows:

Three Year Agreement:	1st year	7-1-83	0%
		1-1-84	5%
	2nd year	7-1-84	3%
		1-1-85	3%
	3rd year	7-1-85	3%
		1-1-86	3%

The City of Jackson's last best offer for a three year Agreement (July 1, 1983, through June 30, 1986) which shall be attached to the Contract as Appendix A (and fully set forth eariler in this case under Last Offers of Settlement) is for the period effective 7/1/83 through 6/30/84, a 0% wage increase; effective 7/1/84 through 6/30/85, a 2% wage increase; effective 7/1/85 through 6/30/86, a 3% wage increase.

Since the Union has suggested throughout the proceedings that the term of Agreement be for three years and the City's last best offer is for a three year agreement, the Panel is of the opinion that the term of the Agreement should be for three years.

The City of Jackson in Employer Exhibit (E8) set forth in a portion of its exhibit the comparable salaries of Patrol Officer as of 7/1/83/Maximum/No Longevity for the Michigan League Region II cities not in contract negotiations as follows and also included the Jackson County Sheriff's Department in its comparables. The Union objected to the use of Jackson County as a comparable. Jackson County was not used in the other City Exhibits.

Portion of City (E8)	7/1/83 Maximum (No Longevity)
East Lansing	24,066
Holland	24,066
Jackson County*	22,048
Kentwood	25,965
Midland	26,215
Muskegon	24,097
Wyoming	26,395
Average Salary	24,694
Jackson (as of 6/30/83)	<u>23,918</u>
Difference	776

The Union in Exhibit (U-10) offered the same figures as City Exhibit (E-8) with the Jackson County Sheriff Department (the lowest salary figure) eliminated. The difference is \$1,216.

From exhibits offered by the parties it is apparent that in 1982 the salaries of the City of Jackson police bargaining unit exceeded the average of the comparable cities. With the bargaining unit agreeing to a wage freeze for the one year contract extension to June 30, 1983, the gap closed and the City of Jackson salaries fell below the average of the other comparable cities. Union (E-6) as corrected for 1983 shows that sergeant the difference as compared to Jackson for a sergeant was a (-)\$791; for a Detective (-)\$1,416; and for a patrol officer (-)\$1,672.

Union (E-3) sets forth inflation rate for the five year period 1979-1983 inclusive versus the wage increases of 7% each for 1979-80-81 and shows a loss of purchasing power due to inflation of 22.7%. The City in its cross-examination of witness Michael Rand established that a collective bargaining agreement was



reached and lived with, irrespective of what the cost of living did. (Transcript, Vol 1, p. 40)

The record establishes that the police bargaining unit agreed to a voluntary wage freeze for the period July 1, 1982, to June 30, 1983, due to the economic plight of the City of Jackson. Non-union people received their last wage increase on July 1 of 1981. (Vol 4, p. 94). The last wage increase given to fire and police was in July 1 of 1981. To accomplish the budget in 1981, positions were eliminated and layoffs occurred in the low twenties figure. In 1982 approximately one-eighth of the work force was eliminated. In July of 82 the fire department was reorganized to save approximately \$450,000. The employees, clerical and Department of Public Works, represented by the Steelworkers in accordance with their existing contract received a 7% wage increase in July 1, 1982. In January of 1983 the Steelworkers gave up the continuance of the 7% increase and then froze their wages for a full eighteen months until June 30, 1984, amounting to approximately a \$270,000 savings to the City. Step increases and longevity were not affected by the wage freezes.

It should be noted that the fire fighters have a \$550 parity provision in their contract; in effect a "me too" position that guarantees them that, if the police receive a wage increase, the fire fighters will automatically receive a similar increase for the comparable positions. This impacts upon the pension payments by the City as well.

#### ABILITY TO PAY

The City presented voluminous testimony and City Exhibits (E68 - E104) concerning "ability to pay" Sec. 9(c) of Act 312, "The interests and welfare of the public and the financial ability of the unit of government to meet these costs."

The City's witnesses in presenting its testimony on the factor of "ability to pay" were Wes McAllister, City Manager of Jackson for the past ten years and William M. Hanna, CPA and City Accountant.

The testimony focused on the economy of the City of Jackson since 1978 which was the last time a collective bargaining agreement was executed with the police unit, resulting in a three year contract and later a one year wage freeze extension.

Mr. McAllister stated, "Since 1978, this community has been hit as hard as any community could have been hit in terms of loss of jobs, major employers, major tax payers actually closing plants, moving out of the city. There has been a general decline in employment for the City of Jackson since 1978." (Transcript, Vol IV, p. 48)

The "ability to pay" of the City depends upon its money sources of which there are four major sources;

1. Local income tax; 1% on residents;  $\frac{1}{2}$ % on non-residents.
2. A seven mill property tax levy in the operating fund that is from the State Equalized Value (S.E.V.) of the tax based property, which is real and personal property.
3. State shared revenue which the City is entitled to.
4. Federal-aid shared revenue which the City receives.

The Goodyear Plant which had been in Jackson for 47 years closed its Jackson operation January 11, 1984. Goodyear was a Jackson based employer, its second largest; approximately four percent of State Equalized Value was accountable to Goodyear. At the time it closed it had a 15.6 million annual payroll and another 20.4 million in employee benefits. Some 280 firms within a 50 mile radius provided some 12.6 million annually in manufacturing supplies for the plant. (E68)

Clark Equipment closed in 1982 with a resultant loss of some 600 jobs in the Jackson area.

Both plant closings represent permanent job losses. The plants moved out. In December of 1983 the City of Jackson unemployment rate was 14.1%. In January, it was 16.2%, the third highest unemployment rate among eleven other city

comparables. (E-73) In October of 1983 the unemployment rate for Jackson was 16.1, highest among the city comparables.

(E76) "The Michigan Economy", publication of the Bureau of Business Research School of Business Administration at Wayne State University, March-April 1983 entitled "Outlook For the Outstate SMSA's" eleven "Standard Metropolitan Statistical Areas" outside of the Detroit area in Southeast and Southwest Michigan shows that the average annual growth of jobs in the Jackson area for 1979-82 (actual) was a -5.0 percent per year; in terms of total employment in the Jackson area; the projected recovery 1982-84 is 0.4%, about  $\frac{1}{2}$ % per year on an annualized basis. The net changes in job levels for Jackson 1978-82 was a -7,900 net job loss; the Jackson area is projected to recover 400 jobs in 1982-84 for a net job loss 1979-84 of -7,500. The Jackson job recovery rate of 5% projected for 1982-84 is the lowest; Benton Harbor is next with 18%. Jackson was also the lowest ranking SMSA in the period following the last recession (1975-77). Employment data for the first half of 1983 compiled by the Michigan Employment Security Commission shows that the projections of (E76) are valid.

(E83) shows that for Jackson in 1978 the amount of unemployment compensation paid out was 4.9 million; in 1982 the figure was \$34.3 million. The welfare case load is up to 139% of what it was in 1978.

Jackson Chamber of Commerce data for the period 1978 (base year) being 100 shows for heavy industrial construction a downward trend to 35% in 1982; in 1981 new home construction had dropped to 24% of 1978; home sales dropped from 1800 to 485; automobile sales were 18,000 in 1978 and 9,973 in 1982; retail sales remained constant; school enrollment in 1982 is 83% compared to the 1978 base of 100.

The City of Jackson population was around 50,000 for a period of thirty years; in 1970 there was a 10.3 decrease to 45,484; in 1980 a 12.8% decrease to

39,739 representing a loss of taxpayers, jobs and income and property tax base revenues.

City of Jackson local income taxes are its largest source of revenue. City Exhibit (E88) shows in 1981-82 the net amount was \$3,770,825. However, in 1982-83 the net amount was \$3,458,755, an 8.29% decrease. In 1983-84 the City is projecting that the income tax revenue will be \$3,630,923. This is the amount placed in the fiscal 1983-84 budget. Achieving the figure depends in part on the City Treasurer's Compliance Program which is aimed at collecting \$309,710 from delinquent taxpayers. This is vital since the City shows the trend of withholdings for three quarters is down 3.6%.

City Exhibit (E89) is the 1983-84 Budget for the City of Jackson. It continues the wage freeze for all City employees (including the police bargaining unit) for the second straight fiscal year. Federal Revenue sharing which the City received in 1978-79 was 1.7 million. In 1982-83 it was \$1,049,000. In 1983-84 it is \$1,044,344. The entire amount of Federal Revenue Sharing is devoted to police salaries. (Transcript, vol 4, p. 81) The millage levy remains at 7 mills which is related to the SEV and goes to the general fund. The State Equalized Value (SEV) for 1982-83 was \$275,042,900. In 1983-84 it is \$270,464,692—a 2% decrease. In 1979-80 State Shared Revenues amounted to 2.8 million. In 1982-83 it was down to 2.4 million. In 1983-84 it rose to 2.7 million due to the increase in the State income tax. The Legislature is considering some form of income tax roll back.

In fiscal year 77-78 the City had 468 employees. In February 29 of 1984 the employees numbered 369, a 21.2 decrease in permanent employees off the payroll due to a combination of attrition and layoffs.

The police went down from 86 to 79 sworn police officers, a 11.2% decrease.

William Hanna, CPA and City Accountant, reviewed the pertinent portions of the City's audited Comprehensive Annual Financial report as of June 30, 1983, relating to the results of operations and financial condition of the General Fund, in which the police department expenses are included for the fiscal year that ended June 30, 1983.

Property taxes were \$2.5 million and were 21.3% of the total. Income taxes were \$3.4 million or 29.5% of the total and is the single largest revenue source of the City. Intergovernmental Revenues (mainly State shared revenues were 24%. Federal Revenue Sharing was \$1.47 million, a percentage of 8.9% of the total. The grand total of revenues and transfers into the General Fund amounted to \$11,723,000. Expenditures for the Police Department amounted to \$4,086,000 for 33.2% of the General Fund expenditure. The Fire Department is \$3.5 million or 28.6%. The total General Fund expenditures were \$12,293,000 thus exceeding the General Fund revenues. The General Fund Balance was reduced by \$570,000. The balance at the beginning of the fiscal year, July 1, 1982, was \$710,000, leaving a balance at June 30, 1983, of \$140,000. Of the \$140,000 fund balance, unreserved and designated for 1983-84 expenditures is \$38,000. There is absolutely zero of the Fund balance available for appropriation; leaving a zero fund balance going into fiscal 1983-84.

The Report shows in an unaudited statistical section (E104, p. 76) that the number one property tax payer is Consumer Power at \$18,663,650 which is 6.79% of the total equalized valuation. The number two taxpayer was Goodyear Tire and Rubber Company at \$12,985,400 being 4.72% which is lost from the City's tax base due to its plant closing.

(E105) shows that the available fund balance as of 12/31/83 is a negative (\$321,000). (E106) shows the General Fund Budget Summary for 1983/84 Amended Budget as of 12/1/83. The budget is still balanced at \$13,000,069 in revenues and

expenditures. We are projecting that revenues and expenditures will break even and that there will not be a surplus, and no monies are available for projected wage increases or fringe benefit increases. (Transcript Vol IV, p. 150)

Based on the City's testimony and exhibits concerning the factor of "ability to pay" and the interests and welfare of the public (City of Jackson residents and taxpayers), the Panel is convinced that the Union's last offer of settlement is too costly for the City of Jackson to pay for in light of its budget, the economic plight of the City with loss of jobs and employers and its slow recovery. The Panel is not unmindful of the fact that the City's last best offer on wages continues the wage freeze for another fiscal year 7/1/83 through 6/30/84 and that the Union had consented to and endured a wage freeze for the prior physical year 7/1/82 through 6/30/83.

The Panel recognizes that the last wage increases received by the police bargaining unit have not kept up with the cost of inflation.

The parity provision with the firefighters and the City with its "me too" provision means that any wage increases given to the police will result in similar increases to the firefighters with resultant costs to the City, though not of the police bargaining unit's making.

Employer Exhibit 61 does show in a study prepared by the Michigan Municipal League Labor Relations Service as of January 1984 the average base wage for a 12 year Jackson police officer is \$25,129 placing the officer number 5 in a list of twelve cities (E61). Jackson's total cost per hour worked is \$27.11 ranking Jackson 1st in total cost per hour worked. Jackson has the highest fringe benefit cost of 64.78% above the base salary.

The Panel is convinced from the Record that the City's last best offer as contained in its Appendix A, of a 0% wage increase for 7/1/83 through 6/30/84; of a 2% wage increase effective 7/1//83 through 6/30/85 and a 3% wage increase

effective 7/1/85 through 6/30/86 should be and is hereby adopted by this Panel as best satisfying the factors required by Act 312.

AWARD: The City's last best offer on wages and effective dates detailed in Appendix A is adopted.

Lyons      Concurs \_\_\_\_\_

Dissents \_\_\_\_\_

Ward

Concurs

Michael Ward

Dissents \_\_\_\_\_

ISSUE #2 (Economic)

COST OF LIVING (COLA)

The Union's last offer of settlement on COLA is that it is to be paid each year as suggested by the testimony of the Union, however, with a three (3) percent cap, rolled into the base annual salary.

The City's last best offer is "status quo" that the Panel does not award a cost of living allowance.

The Union's witness Mr. Gerald Rand testified that COLA was in effect when he was hired as a police officer in December of 1969 and that it was a COLA rolled into the base salaries annually on July 1 of each year. Further, it was removed in 1977, actually as a result of the negotiations for the 1976 contract which went into arbitration. The Union indicated at the Hearing that it was asking for the same COLA formula as it previously had. The former COLA was not capped.

Mr. Gerald Rand further testified, "As I stated in direct testimony, we placed COLA in there as an alternative as opposed possibly to a pay raise, if a pay raise wasn't granted, the possibility to get COLA to maintain the status quo at lease with inflation." (Transcript, Vol 11, p. 37)

The City in its Exhibit (E11, p. 1) set forth its summary of additional cost for COLA demand based on a 2.315% increase projection. The first FY 83-85 would

cost the City an additional \$124,666. The second FY 84-85 would cost the City an additional \$503,790. The third FY 85-86 would cost the City an additional \$503,790 for a combined three year increased cost of \$1,444,555. These cost projections include the police, fire and the pension fund recipients under the old police, fire plan, which would be triggered by the granting of a COLA to the police bargaining unit.


City Exhibit (E11) shows that the eleven cities that the City of Jackson used as comparables, that only two, Portage and Port Huron have a COLA and that they do not roll up the salary base.

This Panel has awarded to the police bargaining unit a wage increase as contained in the City of Jackson's last best offer. The comparables show that nine cities do not have a COLA. The City testimony on "ability to pay" demonstrates that the City of Jackson cannot afford a COLA in addition to the wage increases it has offered. It does not appear that it would be in the interest and welfare of the public, namely, the citizens of Jackson, for the Panel to grant a COLA. Consequently, the last best offer of the City of Jackson is adopted.

AWARD: The City's last best offer of no cost of living allowance (COLA) is adopted.

Lyons

Concurs



Dissents

\_\_\_\_\_

Ward

Concurs



Dissents

\_\_\_\_\_

### ISSUE #3 (Economic)

#### COURT TIME PAYMENTS

The Union is seeking a change in the method of payment for court time appearance by requesting time and one-half (1½) of the individual officer's hourly



rate, with a two hour minimum.

The Union's last offer of settlement is as follows:

- (a) Effective January 1, 1984, through May 1, 1984, payment of two-hour minimum for each one-half day appearance at the rate of time and one-half.
- (b) Effective May 1, 1984, two-hour minimum payment, paid at time and one-half.

The City's last best offer of settlement on this issue is that the panel should award the following language as a subsection (a) to Section 3 of Article VII, thus maintaining the status quo.

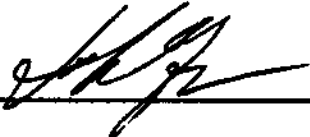
- (a) When, as a result of performing his duties as a police officer, an employee is subpoenaed to make a court appearance or an appearance before an administrative agency during off-duty hours, he shall receive triple the subpoena fees, unless payment at time and one-half (1-1/2) is required by law.

The Current practice as testified to by the Union's witness, Mr. Gerald Rand, is triple the subpoena fee paid by the Court. The six dollar subpoena fee that is paid by the Court is paid directly to the officer and the subpoena is turned into the Department. Every six months the number of appearances are multiplied by twelve dollars and paid to the officer. It is eighteen dollars for half a day and thirty six dollars for a whole day. This is paid for an appearance by an officer during his off duty hours.

Union Exhibit (U013) sets forth the available comparable cities of Kentwood, Wyoming, Holland, Kalamazoo, Portage, Battle Creek and Muskegon. There was a question as to Kentwood which was shown as 150% hourly rate - 2 hours minimum. The remaining cities with the exception of Holland had a 150% hourly rate with either a 2 or 3 hour minimum. Holland provides \$20.00, plus \$10.00 per hour after 2 hours. None of the comparable cities follow Jackson's practice of triple subpoena fee.

The Panel after reviewing the comparables (U-13) is of the opinion that the Union's last offer of settlement more nearly conforms with the practice of comparable cities of paying 150% of the hourly rate with either a 2 or 3 hour minimum.

AWARD: The Union's last offer of settlement on Court Time Payments is adopted by the panel.

Lyons    Concurs     Dissents \_\_\_\_\_

Ward    Concurs \_\_\_\_\_    Dissents Michael Ward

#### ISSUE #4 (Economic)

##### SICK TIME PAY OFF AT RETIREMENT

In its last offer of settlement the Union suggests that the pay off for all accumulated sick time be paid off upon retirement at fifty (50) percent of all days accumulated.

The City's last best offer of settlement upon this issue is that the following language should be awarded by the panel as a subsection (d) to Section 2 of Article VI, Sick Leave.

(d) If an employee retires, pursuant to the City's Retirement Program, the employee shall be entitled to be paid fifty percent (50%) of his accumulated unused sick leave credits, up to a maximum of one hundred eighty (180) days accumulation. If an employee is discharged, laid off or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave.

The City seeks to preserve the "status quo" that existed in the prior contract. (Joint Exhibit 1)

The present practice and that that existed under the last collective bargaining agreement is upon retirement fifty percent of his accumulated unused sick leave credits, up to a maximum of one hundred eighty (180) days accumulation.

This amounts to a maximum of ninety (90) days pay. The Union's request is for fifty percent of all unused sick days accumulated at retirement.

Union Exhibit (U-15) shows that of seven comparable cities it offered, that only two, Kalamazoo and Portage are the same as the Union's request. Kentwood and Muskegon are less than the City of Jackson's sick time pay off at retirement.

The City of Jackson's total sick leave accrual is unlimited. Anything over 180 days, unused sick leave is not compensated for at retirement. Both parties agreed that sick leave time is to cover a person's salary in the event they become physically unable to work for reasons outside of employment.

In the present bargaining unit the testimony established that the people nearing retirement at the present time aren't anywhere near a hundred and eighty days, because of use of a portion or, in an unusual case, of all of then accumulated sick days. For a used accumulated sick day, a person receives a full days pay.


The testimony reveals that other City of Jackson employees, union and non-union have the same sick time pay off clause. This clause has been in the police contract since 1979.

The Panel is of the opinion that the present sick time pay off language and practice of the City of Jackson of payment upon retirement of 50% of unused sick leave days with a maximum of 180 days is equitable. It compares favorably with most of the city comparables offered by the Union. None of the members of the present bargaining unit have accumulated or are close to 180 unused sick days, and the other City employees (with the exception of the firefighters) have the same sick time pay off language as the police have had in their contract since 1979.

Consequently, the Panel adopts the City's last best offer of settlement on this issue.

AWARD: The City's last best offer of settlement on Pay-Off of Sick Leave at Retirement is adopted.

Lyons      Concurs \_\_\_\_\_

Dissents 

Ward      Concurs Michael Ward

Dissents \_\_\_\_\_

ISSUE #5 (Economic)

PERSONAL LEAVE DAYS

The Union's last offer of settlement for personal leave days is:

2nd year	7-1-84	3 days
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3rd year	7-1-85	6 days
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The City's last best offer of settlement on this issue is that the panel should not award any personal leave days.

The last collective bargaining agreement (Joint Exhibit 1) does not contain any provision for personal leave days.

The Union did not offer an exhibit on this issue, but its witness stated that only one other of the city police departments among city comparables, namely, Holland, had personal leave days, namely, five days. The Union stated the Command Unit is given twelve personal days a year, one a month or lose it. The City pointed out that the command unit, unlike the bargaining unit in this arbitration, does not have an overtime provision.

Police Chief Rice testified that the officers in the Command Unit were given the option of time and one-half (1½) for comp time for meetings and special things that I assigned them to do on an overtime basis or to take a day off once a month, upon agreement of their superior officer. They opted to take a maximum of eight hours a month; use it or lose it. Of the five people in the unit, two use it, one uses sixty to seventy percent and a Captain who does not use it. (Transcript Vol 11, p. 130-131)

The Chief testified that if the Union request for personal days were to be granted, we would have to hire new people to fill in for six man days for sixty-nine people, approximately thirty-three hundred man hours.

Employer's Exhibit (E16) sets forth that the additional annual cost of 6 personal days for this sixty-nine (69) person bargaining unit with an average hourly rate of \$12.31 would cost the City \$40,770.72.

The Panel is of the opinion that the comparables do not reflect a persuasive case for the Union request; that the cost would be an undue burden upon the City in terms of additional manpower costs required as well as the costs of the personal leave days if granted, and that the Union's request for personal leave days should not be granted.

AWARD: The City's last best offer of settlement on this issue, that the panel should not award any personal leave days, is adopted.

Lyons    Concurs \_\_\_\_\_

Dissents 

Ward    Concurs Michael Ward

Dissents \_\_\_\_\_

#### ISSUE #6 (Economic)

##### DENTAL

Under the existing dental plan, the City provides for bargaining unit employees and their family (wife and dependent children) a maximum benefit of \$250.00. There is no carry over of any unused portion of the \$250.00 to another year. It is a self-insured plan and applies to any type of dental expense.

The Union in its last best offer of settlement suggests that in the first year, a \$300.00 maximum benefit with a total carry over of \$500.00; 2nd year, maximum benefit of \$350.00 with a maximum carry over of \$500.00; 3rd year,

maximum of \$400.00 benefit with a maximum of \$500.00 carry over remaining.

The City in its last best offer of settlement recommended that the panel award the following language:

The Employer will reimburse employees for proven dental expenses, not to exceed two hundred fifty dollars (\$250.00) in any given contract year, for the employee, his spouse and dependent children. Effective in contract year 1983-1984, if employees do not use the total two hundred fifty dollars (\$250.00) dental reimbursement, they may carry the unused portion into contract year 1984-1985. Effective July 1, 1984, the maximum dental reimbursement allowance shall become five hundred dollars (\$500.00) in that contract year, and in addition, employees may use sums carried over from contract year 1983-1984.

The Panel is of the opinion that the City has made a fair and generous last best dental offer that satisfies the Union request. As of July 1, 1984, the maximum is increased from the former \$250.00, to a maximum of \$500.00, and, in addition, employees may use sums carried over from contract year 1983-84.

AWARD: The language of the City's last best offer on dental is adopted.

Lyons

Concurs



Dissents

Ward

Concurs



Dissents

ISSUE #7 (Non-Economic)

#### DETERMINING SPECIAL SKILLS

The Union in its last best offer of settlement suggests the following language:

"The City shall be required to negotiate with the Lodge any position within the Department which they believe has a special skill requirement with the burden of proof placed on the City. If a position requiring a new special skill is contemplated by the City, it shall be posted on the Department bulletin board at least thirty (30) calendar days prior to the commencement of any training in the skill. All qualified sworn personnel shall have equal consideration for such training.

The City's last best offer of settlement on the issue of determining special skills is that the panel not award the language requested by the Lodge, thus leaving the determination of special to the Employer.

The term "special skills" is contained in the labor agreement (Joint Exhibit 1) in ARTICLE V-SENIORITY, Section 5 which reads as follows:

When in the judgment of the Employer, it becomes necessary to reduce the size of the workforce probationary employees shall be laid off first and hereafter, the employees with the least seniority shall be the ones laid off. The layoff provision shall not apply where the application thereof would result in the department being required to layoff an employee possessed of special skill essential to properly perform the work available at the time of layoff, not possessed by employees having greater seniority.

This language has been in the collective bargaining agreement since 1976 and has never really been defined. (Transcript, Volume 11, p. 157) To date there has been no occasion where this clause has been utilized. The chief testified and the Union recognized that, to date, the Department has only asserted that one person has special skills, namely, Chris Cox, an employee on special assignment who operates the computer.

The "super seniority" clause for special skills only applies if the layoff would result in a deprivation of special skill employee essential to properly perform the work available at time of layoff. The testimony established that there are a number of breathalyzer operators and radar operators; that management does not claim these employees have special skills and that the normal seniority provisions would apply. Further, that employees who wanted to go to the several training schools were allowed to go.

The Union stated that its proposed language was "not carved in stone" but that, barring the recent negotiations, no improvements in the proposed language were offered by the Employer.

The Union did not offer any comparables believing the "special skills" language was unique to the contract between the parties.

The City in its exhibit (E20) offered its list of eleven city comparables. With the exception of Muskegon, all contracts had language that stated the employee "must be capable of performing the job" the employee desires to bump

into at time of layoff. The comparable contracts did not use the term "special skills" insofar as the City's witness, Audrey Richardson, recalled.

The City does not plan any layoffs in 1983-84. (E89-pviii Annual Budget Highlights)

The Union, under the collective bargaining agreement, has the right to resort to the grievance procedure if an issue of special skills affecting a layoff becomes of concern.

The Panel does not believe that it can draft a clause that will satisfy both parties. The likelihood of a problem involving layoff and special skill super seniority application is not likely to occur during the contract years 1984-85 and 1985-86.

The proposed Union clause poses contract interpretation and management determination problems. The Employer in the past years since 1976 has not abused the "special skills" provision.

The Panel, for the aforesaid reasons, is of the opinion that the City's last best offer of leaving the present language of the contract (J-1) ARTICLE V- SENIORITY, Section 5 intact is preferable to the Union's proposed language.

AWARD: The City's last best offer of settlement on the issue of determining special skills is adopted.

Lyons Concurs \_\_\_\_\_

Dissents 

Ward Concurs Michael Ward

Dissents \_\_\_\_\_

#### ISSUE #8 (Non-Economic)

#### SCHEDULED HOURS OF WORK

Article VII of Joint Exhibit 1 (the last labor Agreement between the parties) deals with hours of work. The Union in its last best offer of settlement



suggests the following language be added:

"Under no circumstances shall an employee's scheduled hours of work be changed to avoid the payment of overtime. In the event of a special assignment, the parties will discuss the effect of this provision upon the assignment, and may agree to disregard this section."

The City's last best offer of settlement on this issue is that the Panel not award the language requested by the Union and thus leaving scheduling as presently done.

The Union maintained the suggested language would maintain total stability as to the schedules of employees and that the Employer changes the schedules to actually avoid the payment of overtime. This occurs primarily in instances of employees receiving training, where employees working on their regular midnight shift or an afternoon shift are scheduled in the next day for training during the day time and are not required to work then next regular shift.

Chief Rice testified that training of employees is done often in eight hour blocks for in-service training and is done generally during the daytime by outside trainers, generally at the Jackson Community College. The training is mandatory.

The last agreement J-1 gives the Employer freedom of scheduling for training. To not permit the scheduling shift, would affect the efficiency of particularly the night-shift employees who, absent the change, would be deprived of adequate rest and time for their personal life.

The Employer presented Exhibit E22 which shows that there is no contractual language on this issue for the cities of Battle Creek, Burton, Holland, Kentwood, Midland, Portage, and Port Huron. Muskegon prohibits it. East Lansing requires five days notice.

The Panel is of the opinion that the present contract language provides training scheduling flexibility for the employer and that the proposed Union language would deprive the Employer and, in some instances, the employees of this flexibility. The training is mandatory to increase the efficiency of the employees.

It does not appear that the primary purpose of the scheduling shift is to deprive the employees of overtime. The majority of the city comparables, like Jackson's contract (J-1) do not address this problem and leave scheduling flexibility to the Employer. For these reasons, the Panel rejects the suggested language change addition and limitation on "scheduled hours" as suggested by the Union.

AWARD: The Panel adopts the City's last best offer of settlement on the issue of scheduled hours of work, thus leaving scheduling as presently done.

Lyons      Concurs \_\_\_\_\_

Dissents 

Ward

Concurs 

Dissents \_\_\_\_\_

#### ISSUE #9 (Economic)

##### VACATIONS

The Union suggests that the vacation schedule should be aligned with the longevity schedule and that two additional days be added to the last step, as follows:

1 year	10 days
4 years	12 days
7 years	15 days
12 years	20 days
18 years	25 days

The City's last best offer of settlement is that the vacation schedule remain the same as under the expired contract. (Exhibit J-1, Article X, Section 1: (a)(b)(c)(d)(e)) which provides the following vacation schedule:

1-4 years service	10 days
5-6 years service	12 days
7-14 years service	15 days
15-19 years service	20 days
20 or more years	23 days

Union Exhibit 23 sets forth its list of seven comparable cities and their vacation schedules. The average of the maximum amount of vacation at the top last

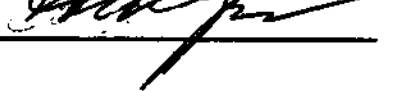
step is 22 days. Jackson provides for 23 days, one day more than the average. None of the cities provide for twelve days after four years.

Because of the parity relationship in the fire fighters contract, if the vacation request of the police was granted, the fire fighters would receive the same increase in vacation.

Overall, Jackson's vacation schedule compares favorably with the other city comparables. To grant the Union's vacation schedule increase request would place an added annual cost on the Employer and affects the interests and welfare of the taxpayers. The Panel is of the opinion that at this time there should be no change in the vacation schedule.

AWARD: The Panel adopts the City's last best offer of settlement on the issue of vacations and the language as presented.

Lyons    Concurs \_\_\_\_\_

Dissents 

Ward    Concurs 

Dissents \_\_\_\_\_

#### ISSUE #10 (Non-Economic)

#### BARGAINING UNIT WORK

The Union's request in its last offer of settlement is for the addition of language to the contract that would describe what the bargaining unit's work is. They suggest the inclusion of the title, class code, class grade, and duties of a patrol officer, Union Exhibit 26; of a detective, Union Exhibit 27; and of a police sergeant, Union Exhibit 28. These titles and duties were approved on 1/10/80 by the City Manager, S. Wesley McAllister Jr., and by the Assistant Director of Personnel and Labor Relations, Audrey E. Richardson.

The Union did not offer any city comparables. The Union stated the purpose for its request arose out of a grievance arbitration it lost, involving the City's employment of outside security workers, during a strike by DPW city employees in July of 1980. The Union stated the Arbitration ruled the burden of proof was not shown by the Union due to the lack of a definition of bargaining unit work. The city commented that the arbitrator accepted the City's proofs that it was not bargaining unit work.

Chief Rice testified that the private security system workers were given police communications with instructions on how to use it and that they were to call the police department if they observed any incidents and allow the police officers to handle it. The security system workers did not carry weapons nor were to become involved. The Chief further testified such security systems workers had not been used before or since by the Police Department and that this was the only strike by city employees in the thirty years of his experience with the City of Jackson. The Chief stated that the City's rules and regulations, which the parties recognize the right of the Employer to promulgate, do not contain job descriptions.

Employer's Exhibit 29 setting forth eleven city comparables was prepared by City Assistant Director of Personnel and Labor Relations, Audrey E. Richardson, who testified that the comparable cities' contracts did not contain definitions or restrictions on bargaining unit work. Ms. Richardson stated that she did not know whether the comparable cities' rules and regulations set forth a description of each classification within the police department of the comparable cities.

The Panel is of the opinion that the isolated single strike, which led to the City's hiring of outside security workers and the resultant grievance arbitration are not sufficient reasons, when coupled with the City's comparables, to persuade this Panel to include bargaining unit work descriptions in the contract.

AWARD: The City's last best offer of settlement on this issue of bargaining unit work, that the panel not award the language requested by the Union, is adopted.

Lyons      Concurs \_\_\_\_\_

Dissents \_\_\_\_\_

Ward

Concurs \_\_\_\_\_

*Michael Ward*

Dissents \_\_\_\_\_

#### ISSUES #11 (Non-Economic)

#### MAINTENANCE OF STANDARDS

The Union proposes maintenance of standards language as set forth in Union Exhibit "30" to wit:

"The Employer agrees that all conditions of employment in an employee's individual operation relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect on the effective date of this agreement. The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of the Agreement, if such error is corrected within ninety (90) days from the date of error. No member shall suffer a reduction of benefits because of the execution of this Agreement."

The City's last best offer of settlement on this issue is that the panel not award the language requested by the Lodge.

The expired Agreement (J1) does not contain a maintenance of standards clause.

The Union cited that in the past there were certain things on the bargaining table such as "shift selection" and "personnel files" those two areas that were referred back to the Chief of Police and the Union bargaining committee to arrange outside of the contract itself.

There were settled by the parties via letters of agreement. The City has lived up to the agreements on shift selection and personnel files.

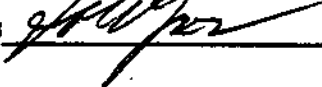
The expired labor agreement (J1) provides a "zipper clause" Article XII, Section 12, which permits the parties to change the contract by agreement executed in writing between the parties. Their testimony establishes (Transcript Vol. III, p. 49) that as problems concerning the agreement occur between the parties, they have utilized the "zipper clause". Further, by the Michigan labor laws the employer is prohibited from making unilateral changes in terms of wages, hours, terms of conditions, without negotiations. If the employer makes a unilateral change in such instances, it is an unfair labor practice. (Transcript, Vol. III, p. 47)

Employer Exhibit 31 establishes that of the eleven comparable cities, Muskegon and Portage were the only two city police contracts that have maintenance of standards language.

It is evident from the testimony that the parties in their collective bargaining history have been able to mutually solve problems arising outside of the agreement by utilizing the agreements "zipper clause". Nine of the city comparables do not have a maintenance of standards clause. The Panel is of the opinion that there is not a demonstrated need for the inclusion in the agreement of a maintenance of standards clause as suggested by the Union.

AWARD: The City's last best offer of settlement on this issue, that the panel not award the language requested by the Lodge, is adopted.

Lyons    Concurs \_\_\_\_\_

Dissents 

Ward    Concurs 

Dissents \_\_\_\_\_

#### ISSUE #12 (Economic)

#### REDUCTION OF FORCE ON HOLIDAYS

Prior to the issuance of this award, the parties reached an agreement upon

this issue and requested the panel to include it in its award.

AWARD: The Panel adopts the language agreed to by the parties on the issue of reduction of force on holidays. The language shall be included in the new agreement and is:

"The senior employee, within a classification within a given unit, will be given the option to work or take a lay-off when the City reduces its work force on a holiday.

Lyons      Concurs       Dissents \_\_\_\_\_

Ward      Concurs Michael Ward      Dissents \_\_\_\_\_

#### ISSUE #13 (Economic)

#### MINORITY PROTECTION

The City in its last best offer proposed that new language be added to the contract to provide for protection of minorities, within a given classification, if the bumping and/or layoff of a minority would result in the minority percentage in that job classification being less than the percentage of minority population within the City of Jackson.

The last agreement (J1) and prior agreements between the parties did not contain such minority protection language. The Union's position is to maintain the status quo and that the Panel not award the language requested by the City.

Employer Exhibit 36 shows that of the eleven city comparables, none of the cities in their police contracts have any contract language providing for protection of minorities during layoff.

As of March 27, 1984, the record establishes there are no union contracts with the City that contain the proposed language. (Transcript Volume III, p. 74)

Minority protection was a proposal in the fire contract, which extends through 1985, and was withdrawn in the settlement of the contract by the parties.

The City of Jackson is not confronted with any minority problems causing the withholding of any Federal funds or grants. There are not federal court orders or Equal Employment Opportunity Commission orders with regard to the City of Jackson and affirmative action.

In 1981, at the time of the city layoffs in its several departments, there was only one layoff involving a minority in the police department, who was subsequently hired back in the fire department. No layoffs in the police department are contemplated.

The Panel is of the opinion, based upon the record and comparables, that the proposed language offered by the City should not be awarded and that the Union's last offer of no change, "status quo", be adopted.

AWARD: Union's last best offer of settlement on the issue of minority protection of "status quo" is adopted.

Lyons

Concurs



Dissents

\_\_\_\_\_

Ward

Concurs

\_\_\_\_\_

Dissents



#### ISSUE #14 (Economic)

#### RETREAT RIGHTS

Prior to the issuance of this award, the parties reached an agreement upon this issue and requested the panel to include it in its award.

AWARD: The Panel adopts the language agreed to by the parties on the issue of retreat rights. The language shall be included in the new agreement as follows:

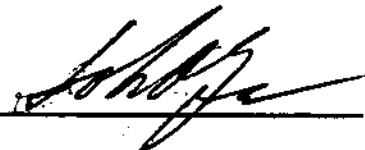
An employee, who has been promoted or transferred from the bargaining unit to another position outside the bargaining unit, but within the Police Department as a sworn officer, shall continue to accumulate seniority within the classification from which transferred or promoted during the probationary period of the position or rank to which the employee is transferred or promoted. Upon the successful completion of the



probationary period in the new rank or position and the permanent appointment of the employee to the new rank classification or position, the promoted or transferred employee's classification seniority shall be as defined in Section 1 of Article V. If at any time after an employee is promoted or transferred, the City eliminates the classification to which the employee was promoted or transferred or reduces the number of employees in said classification, thus requiring the removal of the transferred or promoted employee from a classification, said employee may exercise his/her classification seniority to return to any bargaining unit classification in which he/she has classification seniority. An employee displaced from his/her classification due to this Section shall have the right to bump to a lower classification within the provision of this Agreement. Employees exercising their seniority to reenter the bargaining unit under this Section shall not exercise seniority for matters that are in the current scheduling cycle, i.e. vacation, shift preference and days off.

Lyons

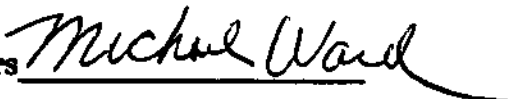
Concurs



Dissents

Ward

Concurs



Dissents

#### ISSUE #15 (Economic)

#### UNION RELEASE TIME

The City's last best offer would add to the existing language of the prior Agreement (J1) Article VI, Section 5 to the last sentence thereof, the underscored language.

Six hundred fifty (650) hours of total release time, with pay, during the entire term of this contract will be provided by the City to enable police officers to attend the State Convention of the Fraternal Order of Police, to attend the National Convention of the Fraternal Order of Police and to attend to the functions necessary if an employee is elected to State or National Fraternal Order of Police office. Usage of this six hundred fifty (650) hour release time bank shall be subject to the operational requirements of the Department and with the prior approval of the Chief of Police. In addition, the Chief may, in his discretion, allow up to one hundred fifty (150) hours of total paid release time during the entire term of this contract to police officers to attend to F.O.P. business, including negotiations and grievance processing. (underscoring supplied)

The Union's last best offer of settlement would maintain the status quo, namely, the language of the prior Agreement on release time without the addition of the City's proposed language "including negotiations and grievance processing".

The thrust of the City's proposal is to include in the one hundred fifty (150) hours of total paid release time; that time spent by police officers, in the bargaining unit, in negotiations, and grievance procedures.

The last prior agreement and the new last offers of the parties on release time are based on a three year contract.

Union Exhibit 59 sets forth the past understood practice between the parties relative to paid release time as it applies to negotiations and grievance processing. One hour paid release time for each written step of grievance procedure. This was agreed to by a grievance settlement in January 1979. Unlimited time for a five (5) member committee for contract negotiations. This is a past practice dating back to 1965 when the bargaining unit was first recognized.

A person on the union negotiating committee is not paid for release time if, when the negotiations occur, the person is not on duty. Negotiations between the parties normally occur in the day time, but in the history of the union bargaining committee, not all of its committee members have been on the day shift.

The Union testified that in the past contract history, the Union had not used the 800 hours for Lodge business. Last year there were only two grievances, which would have been a maximum of six hours, had the grievances proceeded through all the steps.


Union Exhibit 59 asserts that the cities of Kentwood, Wyoming, Kalamazoo, Portage, and Muskegon have unlimited union release time for processing grievances and contract negotiations. The committee members varied in numbers from two to six.

The Panel is of the opinion that based upon the past practice of the parties and the Union city comparables, that the last offer of the Union of "status quo" should be maintained for the term of the new three year agreement.

AWARD: The last offer of settlement of the Union on Union Release Time of status quo, no change in the contract language, is adopted.

Lyons

Concurs



Dissents

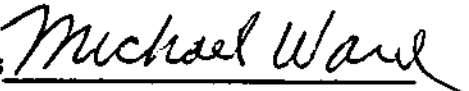
\_\_\_\_\_

Ward

Concurs

\_\_\_\_\_

Dissents



#### ISSUE #16 (Economic)

##### DISABILITY LEAVE

The City's last best offer of settlement on this issue is that the Panel award the following new language:

Any officer who suffers a duty-related illness or injury which is compensable under the Michigan Workers' Compensation Act shall be granted a leave of absence, without pay, of up to twelve (12) months. At any time during said twelve (12) month period, the City may require medical certification of the employee's inability to perform his job. Employees on such disability leave shall not be entitled to any payments over and above payments received pursuant to the City's workers' compensation insurance. In addition, the City shall have no obligation to extend the disability leave beyond twelve (12) months and the City shall not be liable for the payments of accrual of any fringe benefits beyond the twelve (12) month period.

The prior contract does not contain any language on this issue of disability leave. It is addressed in the City of Jackson's personnel policy which pertains to all employees of the city on disability leave arising out of an on-the-job injury. In the late 1960's the City changed its personnel policy to provide that an employee may have for duty-incurred illness or injury up to one year leave with full pay on workmen's compensation, which means that the City pays the worker the difference between workers compensation weekly benefits and the worker's regular salary for up to one year. (Transcript Vol. III, p. 147)

The Union's last best offer on this issue is that of status quo; which means that the present City policy on disability leaves be continued and that the Panel not award the language requested by the City.

The City testified that with the present personnel policy, there is really no incentive for an individual to come back to work in a worker's comp situation before the one year is up and that it has become a costly problem to the City. Recently, the State worker's compensation benefits have been increased to 80% of after tax wage up to the state average of \$344.00 a month, to assist a family in case of a worker's compensation illness or injury.

The City Exhibit E45 lists the comparable cities and how an employee is compensated while on leave for duty-incurred illness or injury and the time period. Wyoming is the only City that does not have a time limit. The employee is paid the difference between net salary and W/C. Jackson does this for one year; after that the difference is charged to sick leave or vacation leave. Bay City does not supplement the W/C payment. A number of the cities supplement for a period of six months. It is evident that most cities supplement the W/C payment by making up the difference for a period, usually six months. While Jackson's is for twelve months, the City's proposal would eliminate any salary compensation in addition to the W/C benefit.

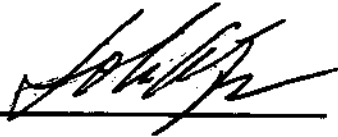
The testimony established that the City's personnel policy on disability leave has been revised in final draft form but has not been taken to the City Commission for final approval yet. None of the unions the City deals with have accepted the City's proposed language. The fire contract, which runs until 1985, was settled without the proposed language which was withdrawn by the City in its contract settlement with the fire fighters.

The Panel is of the opinion that since none of the City's contracts with its unions presently contain the proposed language and that most of the comparable cities pay something in the way of salary in addition to worker's compensation, though for a lesser period than Jackson, except in the case of the City of Wyoming which does not have a time limit, that the proposed language of the City on

disability leave contained in its last best offer not be awarded by the panel.

AWARD: The Union's last offer of settlement, "status quo" on disability leave, is adopted.

Lyons Concurs



Dissents \_\_\_\_\_

Ward Concurs \_\_\_\_\_

Dissents Michael Ward

#### ISSUE #17 (Economic)

##### CONTINUATION OF WORK ON OVERTIME BASIS

The City in its last best offer of settlement on this issue is that the language of the last agreement (J1) in Article VII, Section 2(a) be changed to the following language:

When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may, at the discretion of the Chief, be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period. (underscoring supplied to identify proposed new language)

The Union's last offer of settlement on this issue is status quo, no language change.

The City proposes the language change to clearly set forth that it is the discretion of the Chief to determine when continuation of a specific job is to be on an overtime basis by the same officer, or assign another officer to the job.

This had been the past practice under the prior clause of the contract. The City is making its language proposal change because of a grievance that arose under the prior language wherein the officer who started the job asserted he had a right to complete the specific job and receive the overtime.

Employee Exhibit 48 establishes that in the eleven comparable cities, there

are none that have a contractual requirement that an employee working a task or job on straight time must be allowed to continue it on an overtime bases.

The Panel is of the opinion that the Employer's proposed language change is a clarification of the past practice of the parties under the prior contract language and should be adopted.

AWARD: The Panel adopts the language of the City's last best offer of settlement on the issue of continuation of work on an overtime bases.

Lyons    Concurs \_\_\_\_\_

Dissents 

Ward    Concurs Michael Ward

Dissents \_\_\_\_\_

#### ISSUE #18 (Non-economic)

##### RESIDENCY

The City's last best offer of settlement on this issue is that all employees who enter the bargaining unit after July 1, 1984, who do not live within the boundary lines of the City of Jackson must, within twelve (12) calendar months after the date of entry, move within said boundaries for the duration of their employment. The offer also presents language on what constitutes residency. It is prospective in application and would not affect present police employees, only future employees.

The Union's last best offer of settlement on residency is to continue the status quo, that a police officer must reside within Jackson County.

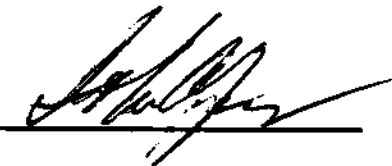
A similar residency demand was presented by the City to the fire fighters in their most recent negotiations. It was not included in the new contract which runs until 1985. The fire fighters have the same Jackson County residency requirement as the police. The city residency requirement does exist in the steelworkers contract.

Employer Exhibit 51, the eleven city comparables, shows that six cities have no contractual language on residency, namely, Battle Creek, East Lansing, Kentwood, Muskegon, Port Huron, and Wyoming. Bay City and Holland require that the police employees be residents of the City.

The majority of the city comparables do not have a city residency requirement. Only the steelworkers union has agreed to a city residency requirement with the City of Jackson. The Panel is of the opinion that the present requirement that a police officer must reside within Jackson County, should be left unchanged.

AWARD: The Union's last best offer of settlement, status quo on residency, is adopted.

Lyons      Concurs



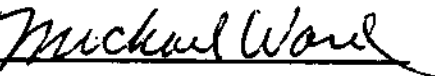
Dissents

\_\_\_\_\_

Ward      Concurs

\_\_\_\_\_

Dissents



#### ISSUE #19 (Economic)

#### GUN ALLOWANCE

The City's last best offer of settlement on this issue of gun allowance is that the Panel replace Section 3 of Article VIII of the expired contract with and award the following language:

Both parties to this Agreement recognize the need for officers to acquire and maintain their skills with firearms and to this end each sworn officer shall be required to successfully complete the M.L.E.T.C. (Michigan Law Enforcement Training Council) qualification shoot annually. Upon the successful completion of said shoot each year, i.e. shooting the minimum qualifying score, each officer shall be paid a three hundred sixty-five dollar (\$365.00) weapon proficiency allowance. The M.L.E.T.C. qualification match will be fired under the supervision of an approved department firearms instructor.

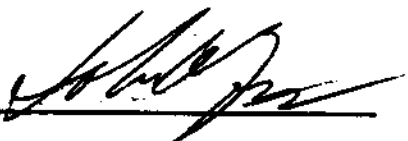

The Union's last offer of settlement is to preserve the "status quo". The

expired contract Section 3 of Article VIII provided for a three hundred sixty-five dollar (\$365.00) gun allowance.

During negotiations and at the Hearings, the City had proposed to eliminate the three hundred and sixty-five dollar (\$365.00) annual gun allowance.

Since the City's last best offer proposes an annual three hundred sixty-five dollar (\$365.00) weapon proficiency allowance, the Panel is of the opinion that the City's last best offer of settlement on this issue should be awarded.

AWARD: The language of the City's last best offer of settlement on the issue of gun allowance is adopted.

Lyons	Concurs		Dissents	_____
Ward	Concurs		Dissents	_____

ISSUE #20 (Economic)

PLAINCLOTHES ALLOWANCE

The City's last best offer of settlement on this issue is that the Panel delete Section 2 of Article VIII of the expired contract and replace it with the following language.

The City hereby agrees to supply all required uniforms to the uniformed personnel covered by this Agreement. The City will repair or replace items of personal clothing to include prescription glasses and watches of plainclothes employees covered by this Agreement, which may be damaged in the course of their duties with the Jackson Police Department, not to exceed fifty dollars (\$50.00) per incident, if said damage is not reimbursed through court proceedings.

The Union's last offer of settlement is status quo, to leave the language of the expired contract, Section 2 of Article VIII intact. The prior contract as of July 1, 1981, provided for a five hundred dollar (\$500.00) clothing allowance for plainclothes employees as designated by the Police Chief and one hundred and fifty



dollars (\$150.00) per incident repair or replacement of items of personal clothing, which may be damaged in the cause of duty.

The testimony established that as designated by the Police Chief, some twenty people received the plainclothes allowance.

The City proposes to eliminate the clothing allowance to plainclothes employees and argued that it was expensive, unnecessary, and difficult to administer. The repair or replacement of clothing damaged in the course of duty would be reduced from a maximum of one hundred and fifty dollars (\$150.00) per incident to a fifty dollar (\$50.00) maximum per incident.

The Police Chief in his testimony indicated that the City might at, some time, explore the alternative of buying clothing for plainclothesmen from a uniform company, but that the City does not have such a proposal at this time. The language change as proposed by the City would not place any obligation on the department to explore an alternative to the present clothing allowance which the City seeks to eliminate. The practice of giving designated plainclothesmen a clothing allowance has been a practice for nine years or more; for the last several contracts.

City Exhibit E57, of its eleven city comparables, establishes that the majority of the comparables, seven cities pay a clothing allowance and four cities do not.

Union Exhibit 58 establishes that of its city comparables, seven in number, namely, Kentwood, Wyoming, Holland, Kalamazoo, Portage, Battle Creek, and Muskegon, that all of these cities have a plainclothes clothing allowance and cleaning allowance. The City of Jackson does not have a cleaning allowance for either plainclothes or uniformed personnel.

The Panel is of the opinion that the Union's last best offer of status quo on the issue of plainclothes allowance should be adopted in view of the City's past practice of paying a plainclothes allowance over several contracts, a period of nine

years or more; the City's proposal to eliminate the clothing allowance with no obligations to explore an alternative, such as buying plainclothes from a uniform supplier; and that the majority of the City's and all of the Union comparables provide a plainclothes allowance.

AWARD: The Union's last best offer of settlement on the issue of plainclothes allowance, which is status quo, no change in the expired contract's language on the issue, is adopted.

Lyons

Concurs



Dissents

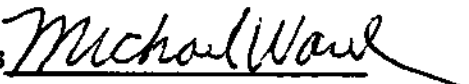
\_\_\_\_\_

Ward

Concurs

\_\_\_\_\_

Dissents



## ORDER

The Agreement between the parties shall be for a term of three years, July 1, 1983, through June 30, 1986. The Agreement shall contain the Union's or the City's last offer of settlement, or the language agreed to by the parties and adopted by the panel as ordered on the issues. Applicable new contract language is contained in the opinion and award.

The applicable portions of the predecessor labor agreement which the parties adopt as part of their current Agreement, except as modified by the award and the Panel's orders below, are a part of the record. (Joint Exhibit 1)

### ISSUE


Economic Issue #1 Wages  
Economic Issue #2 Cost of Living  
Economic Issue #3 Court Time Payments ---  
Economic Issue #4 Sick Time Pay Off  
at Retirement  
Economic Issue #5 Personal Leave Days  
Economic Issue #6 Dental  
Non-Economic Issue #7 Determining  
Special Skills  
Non-Economic Issue #8 Scheduled Hours  
or Work  
Economic Issue #9 Vacations  
Non-Economic Issue #10 Bargaining Unit  
Economic Issue #11 Maintenance of  
Standards  
Economic Issue #12 Reduction of Force  
On Holidays  
Economic Issue #13 Minority Protection  
Economic Issue #14 Retreat Rights  
  
Economic Issue #15 Union Release Time  
Economic Issue #16 Disability Leave  
Economic Issue #17 Continuation of Work  
On Overtime Basis  
Economic Issue #18 Residency  
Economic Issue #19 Gun Allowance  
Economic Issue #20 Plainclothes  
Allowance

### ORDER

City's Last Offer of Settlement  
City's Last Offer of Settlement  
Union's Last Offer of Settlement  
City's Last Offer of Settlement  
  
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Language Agreed to by Parties  
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Panel of Arbitrators

  
Robert F. Browning,  
Impartial Chairman

  
John A. Lyons, Union Delegate

  
Michael Ward, City Delegate

Dated: August 21, 1984