

*Mich Police - File Oct Dec*

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*ARB*

*Kalamazoo City of*

DECISION OF ARBITRATION PANEL

In the Matter of

CITY OF KALAMAZOO

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

and

KALAMAZOO POLICE OFFICERS' ASSOCIATION

Arbitration Panel: Jack Stieber, Chairman  
Loyal A. Eldridge, City Delegate  
Michael F. Ward, KPOA Delegate

Appearances: For the City - Norman B. Cobb, Attorney; Donald B. Flegal, Personnel Director; William Doster, Captain; Kenton E. Cooper, Captain.

For the KPOA - Darrel D. Jacobs, Attorney; Norman Fouts, Detective and Chairman, KPOA; Paul Prumble, Police Officer; Michael McMann, Police Officer.

Date Issued: September 5, 1975

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

JUL 26 1976

By agreement of the panel, the decision of the panel was prepared by the Chairman and the rationale contained therein does not necessarily reflect the views of the City or KPOA delegates who served on the panel.

### Procedure

Dr. Jack Stieber was appointed Chairman of a panel of arbitrators in the dispute involving contract negotiations between the City of Kalamazoo and the Kalamazoo Police Officers' Association, in a letter dated January 22, 1975, signed by Robert G. Howlett, Chairman of the Michigan Employment Relations Commission. The appointment was made pursuant to the Police-Fire Fighters Arbitration Act (Act No. 312, Public Acts of 1969, as amended). The City designated Loyal A. Eldridge, Esq. to serve as its delegate on the panel, and the KPOA appointed Michael F. Ward, Esq. as its delegate.

It was not possible to convene a hearing within 15 days after appointment of the Chairman as called for in Section 6 of the Act due to other commitments of the parties and their delegates. By agreement of the parties and the panel, hearings were held at the Kalamazoo City Hall on the following days: March 4 and 25, April 8 and 9, May 2, 1975. The parties were given an opportunity to submit evidence, call and examine witnesses and present arguments in support of their respective positions. By agreement of the parties, the panel was given such additional time as it found necessary, beyond the 30 day period provided in Section 8 of the Act, to render its opinion and award.

Final offers on each economic issue in dispute and positions on each non-economic issue in dispute were transmitted to the panel chairman and exchanged by the parties postmarked May 20, 1975. The panel met in executive session on June 19, 1975 and were in telephone communication at various times while the case was being considered.

At the June 19 executive session, the Chairman, acting under Section 7a of Act 312, remanded a number of issues to the parties for further collective bargaining with a request that new final offers, if any, be submitted on issues that remained unresolved by July 10, 1975. The parties complied with this request within the stipulated time period.

On August 6, the Chairman was informed that one issue, which had appeared to have been resolved was in fact still in dispute. In a letter dated August 12, that issue was remanded to the parties for further negotiations with the request that if it could not be resolved, each party should submit its final offer on this issue to the Chairman and to each other postmarked not later than August 20. The parties were not able to resolve this issue and submitted their final offers. The issue was designated as XV-A and appears as such in the Award.

### Panel Award

The panel award is contained in Appendix A attached.

There were 58 issues and sub-issues in dispute, of which, 4 were withdrawn, 8 were resolved during hearings, 8 were resolved on remand to the parties, and 38 were decided by the panel. Of the 38 issues on which awards were rendered, 23 were identified as economic and 15 as non-economic. Pursuant to Section 8 of the Act, the panel adopted the final offer of either the City or the Union on each economic issue in dispute, which more nearly complied with the applicable factors prescribed in Section 9 of the Act. The awards on non-economic issues were also based on applicable factors prescribed in Section 9 of the Act. Each award was supported by at least two of the three panel members as indicated in Appendix A.

### Rationale

At the hearings, the parties presented exhibits and evidence related to applicable factors contained in Section 9 of the Act, including detailed information regarding contractual provisions and practices pertaining to police officers in other governmental jurisdictions. For the most part this data, though collected independently by each party, were in agreement and were particularly helpful to the Chairman in formulating his views and recommendations to other panel members.

With respect to the salary issue, the parties' final offers were not far apart in terms of the average percentage increase during the first and second years of the proposed contract. There was a greater difference in their final offers should a three year contract be awarded. For 1975, the Union proposed an average increase of 10.7 percent and the City 9.0 percent, both effective January 1, 1975. For 1976, both parties proposed an 8.0 percent increase over 1975 salaries. For 1977, the Union proposed a 6.0 percent across the board increase in 1976 salaries in addition to a quarterly cost of living allowance of 1 cent per hour for each 0.4 change in the BLS Consumers' Price Index, or a 9.0 percent across the board increase, should the panel decide not to award a cost of living adjustment. The City's final offer for 1977 was a 6.0 percent increase with a cost of living adjustment capped at 10.0 percent inclusive of the general wage increase. Each party submitted one, two and three year offers, though the Union's preference was for a one year contract and the City would have preferred a three-year agreement.

The Chairman opted for a two-year contract for the following reasons: (1) the parties' final offers for a two-year agreement were quite close, indicating that an award for this period would more closely approximate what might have resulted from collective bargaining; (2) the uncertainty regarding the movement of the cost of living three years in the future made it desirable to avoid basing wages on changes in the Consumers' Price Index in 1977; and (3) given the volatile nature of the economy, the parties should be given an opportunity to bargain their own agreement based on a reassessment of their respective situations at the end of 1976, rather than having a three-year contract imposed on them through arbitration.


The City's final offer on salaries was preferred because it provided for an equal percentage increase for all classifications in 1975, while the Union's offer would have resulted in increases varying from 14.5 percent for Detectives and Community Relations Officers to no increase for Cadets and Police Officers with less than one year of service. Under the Union's offer, almost half the officers in the unit would have received increases in 1975 amounting to less than the 9.0 percent proposed by the City. The largest group of officers--those with five years or more of service--would have received an increase of 12.4 percent. Under both offers, all officers would receive higher salaries resulting from step increases, in addition to adjustments in salary levels associated with the various classifications.

The Chairman considered the Union argument that the largest increases should be allocated to the upper end of the pay scale where the most experienced and valuable officers are found. However, this would accentuate the lag in salaries in lower classifications where Kalamazoo compares most unfavorably with other cities. In addition, during a time of rapid increases in the cost of living, such as we have experienced recently and continue to experience, the Chairman was reluctant to award relatively larger increases to higher paid as compared with lower paid officers.


Actually the difference between the parties was somewhat less than it appears from the average percentage increases contained in their original final offers for 1975 because the City amended its offer to provide an additional increase of \$250 for Youth Bureau Officers, should such a new classification be established as it was. In addition, the City will incur substantial costs from other awards of the panel and from issues resolved by the parties on remand after listening to the views of the Chairman.

The large number of issues involved in this dispute make it unfeasible to detail the rationale involved in the decision on each and every issue. In general, however, the awards will result in bringing Kalamazoo closer to the level of benefits and practices of comparable cities in Michigan and are within the financial capability of the City.

The Chairman wishes to express his appreciation to his fellow panel members who, while vigorously representing the views of their constituents, cooperated fully in resolving this dispute.

  
Jack Stieber  
Chairman

  
Loyal A. Eldridge  
City Delegate

  
Michael F. Ward  
KPOA Delegate

Appendix A

CITY OF KALAMAZOO  
and  
KALAMAZOO POLICE OFFICERS' ASSOCIATION  
ARBITRATION AWARD

Issue

I  
Non-Economic

Changes in Departmental Rules or General Orders

Amend 1974 Agreement to read as follows:

The City agrees that, except as specifically provided in this Agreement, all conditions of employment, working conditions and fringe benefits that are set forth in the Civil Service Ordinances, City Personnel Rules, Regulations and Personnel Policies of the City of Kalamazoo and the Kalamazoo Police Department Rules and Regulations and/or policies and procedures shall remain and be applied as applied on the effective date of this Agreement. Prior to implementation of any change in the above, the City agrees to give the affected employees notice of such change. In the event the Association believes that such amended or new rule, policy or regulation is unreasonable, it shall have the right to file a grievance, provided such grievance is filed within five (5) regularly scheduled working days after receipt of notice of such change. The grievance shall be processed starting at the third step of the Grievance Procedure.

II  
Non-Economic

Anti-Discrimination Clause

Resolved.

III  
Non-Economic

Grievance Procedure and Veterans Preference Rights

Amend 1974 Agreement to read as follows:

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

IV  
Non-Economic

Discharge and Suspension Cases  
No change from 1974 Agreement.

V  
Non-Economic

Seniority  
Withdrawn.

VI  
Non-Economic

Layoff Procedure  
Withdrawn.

VII  
Non-Economic

Promotion Procedure

1. Include rank of Sergeant.  
Resolved.

2. Written Examination

Union demand that examination be prepared by the Michigan Municipal League is rejected.

3. Oral Examining Board

Amend to provide that the Oral Examining Board shall consist of the Chief, or his designated representative, the Assistant Chief, the Personnel Director, or his designated representative, and a representative selected by the Kalamazoo Police Officers' Association from the rank of the existing vacancy or above.

4. Examination Point Values

Amend 1974 Agreement to provide for point values as follows:

- a) The written examination shall constitute up to a maximum of fifty (50) points of an applicant's total final score.
- b) The personnel file examination shall be made by the Oral Examining Board and shall constitute up to a maximum of twenty (20) points of an applicant's total final score.

VII  
Non-Economic  
(Continued)

c) Each applicant shall receive one-half ( $\frac{1}{2}$ ) point for each year of Seniority, up to a maximum of ten (10) years.

d) The average score obtained by the applicant before the Oral Examining Board shall constitute up to a maximum of twenty-five (25) points of the applicant's final score.

VIII  
Non-Economic

Temporary Transfer

No change from 1974 Agreement.

IX  
Non-Economic

Promotion Outside Bargaining Unit

Withdrawn.

X  
Non-Economic

Time Limit on Filling Vacancies

Union demand for thirty (30) day limit in filling permanent job vacancy rejected.

XI  
Non-Economic

Pregnancy Leave

Resolved.

XII  
Economic

Funeral Leave

Union offer selected.

Qualified employees who furnish proof satisfactory to the Employer that a critical illness exists or a death had occurred within their immediate family may apply for a paid emergency leave subject to the following limitations:

a) Paid emergency leaves for critical illness of a member of the employee's immediate family shall be available only in case of such illness on the part of the employee's then current spouse, his child or parent and for a period of not to exceed three (3) regularly scheduled working days at any one time.

XII  
Economic  
(Continued)

b) Paid emergency leaves for the death of a member of an employee's immediate family shall be available in the event of the death of the employee's then current spouse, child, brother, sister, parent, grandparent, grandparent-in-law, mother-in-law, father-in-law, brother-in-law or sister-in-law, provided the employee actually attends the funeral. Relatives other than those herein designated shall not be considered members of the immediate family for the purposes of this subsection. Paid emergency leaves under this subsection shall not exceed three (3) regularly scheduled working days if such death occurs within a radius of three hundred (300) miles of Kalamazoo or five (5) regularly scheduled working days if such death occurs beyond three hundred (300) miles from Kalamazoo.

c) One (1) day of paid emergency leave for employees shall be equivalent to eight (8) hours of pay at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested.

XIII  
Economic

Paid Leave for Association Convention

City offer selected.

No change from 1974 Agreement.

XIV  
Economic

Personal Leave Days

City offer selected.

No addition to 1974 Agreement.

XV  
(1) and (2)  
Non-Economic  
(3) Economic

(1) Definite Shifts, (2) Shift Bidding, (3) Paid Lunch Period

Resolved on remand to parties.

XV - A  
Economic

Effective Date of Paid Lunch Period

City offer selected.

The following shall be added as the first two sentences of Article VIII - Hours of Work, Section 3:-

The Provision for a paid lunch period set forth below, shall become effective not later than the first shift change following the issuance of the Act 312 Arbitration Award. Prior to that date, the City may continue, in accordance with past practice, the twenty minute pre-shift briefing period and the treatment of the lunch hours as unpaid.



XVI  
Economic

Pay for Call-in for Training  
Resolved on remand to parties.

XVII  
Non-Economic

Cost of Living Provision  
See Issue XXXXII.

XVIII  
Economic

General Overtime Payment  
Withdrawn.

XIX  
Economic

Pay for Serving Warrants  
Resolved on remand to parties.

XX  
Economic

Pay for Court Time  
Resolved on remand to parties.

XXI  
Economic

Pay for Temporary Transfer  
Union offer selected.

Amend 1974 Agreement to read as follows:

When an employee is temporarily transferred for the convenience of the Employer from one job classification to another, as provided in Section 6, Article VI, he shall continue to be paid the salary to which he is entitled in his permanent job classification unless he is transferred to a job classification for which the maximum of the rate range is higher than his permanent job classification in which event, after performing the responsibilities of the position for a period of one (1) day, his salary shall be increased for the remainder of such transfer to the level he would have received had he been awarded the job through the bidding procedure.

XXII  
Economic

Mobile Crime Lab Payment  
See Issue XXXXIII.

XXIII  
Economic

General Call-in  
Resolved on remand to parties.

- XXIV  
Non-Economic      Show Vacation Time and Compensatory Time Off on Pay Slip  
Union demand rejected.
- XXV  
Economic      Vacation Schedule  
City offer selected.  
No change from 1974 Agreement.
- XXVI  
Economic      Vacation Call-in  
Resolved on remand to parties.
- XXVI - A  
Non-Economic      Vacation Sign-up  
Resolved on remand to parties.
- XXVII  
Non-Economic      Vacation and Compensatory Time Carry-Over  
Add the following to 1974 Agreement:  
Employees shall be allowed to accumulate and carry-over from year to year a total of eighty (80) hours of vacation time and compensatory leave time.
- XXVIII  
Economic      Holiday Pay  
City offer selected.  
Amend 1974 Agreement to read as follows:  
Employees who are regularly scheduled to work on a day celebrated as a holiday, and who are required to work, shall receive their regular salary plus time and one-half their regular straight time hourly rate of pay for each hour actually worked on the holiday. Employees not regularly scheduled to work on a day celebrated as a holiday shall receive no pay for that day, but shall receive a holiday leave day. Employees shall take their holiday leave day as soon after it is earned as is convenient for them to do so, but in no event shall they wait longer than six (6) months from the date the holiday leave day was earned. Employees who are regularly scheduled to work on a day that is celebrated as a holiday but are given the day off, shall continue to receive pay for that day even though they are not required to work.

XXIX  
Economic

Longevity Pay

City offer selected.

Increase longevity pay from \$20 to \$25 for each full year of continuous service, with a maximum annual payment of \$650, effective January 1, 1975.

XXX  
Economic

Insurance

1. Coverage for Negligent Acts.

Resolved.

2. Group Health Insurance for Retirees.

Union offer selected.

Add the following provision to 1974 Agreement:

The Employer shall pay the total subscription rate for the same group health insurance benefits accorded regular full-time employees for employees who have retired on or after January 1, 1975. As a condition of receiving said benefit, the retiree must not have available, from another employer, comparable paid health insurance coverage.

3. Group Life Insurance Coverage

City offer selected.

Continue at level of \$15,000.

XXXI  
Non-Economic

Sick Leave Procedures

Union demand rejected.

No change from 1974 Agreement.

XXXII  
Economic

Pay for Duty Injury

City offer selected.

Increase "no deduction from sick leave credits" period from 39 to 52 weeks.

XXXIII  
Economic

Payment of Sick Leave Credits Upon Termination  
City offer selected.  
No change from 1974 Agreement.

XXXIV  
Economic

Pensions

1. Vesting

Union offer selected.

Provide for vesting rights after ten (10) years of service.

2. Contribution level

City offer selected.

No change in 1974 Agreement.

XXXV

Eliminate Community Relations Section  
Resolved.

XXXVI  
Economic

Vehicle Safety

1. Require vehicle to meet State Police Specifications  
City offer selected.

No change in 1974 Agreement.

2. Place 40,000 mile limit on vehicles in service.  
City offer selected.

No change in 1974 Agreement.

3. Equip vehicles with Protective Shields  
Resolved.

XXXVII  
Non-Economic

Pistol Qualification  
Resolved.

XXXVIII  
Economic

Clothing Allowance for Plain Clothesmen

City offer selected.

Increase allowance from \$275 per year to \$300 effective January 1, 1975 and \$325 effective January 1, 1976.

XXXIX  
Economic

Paid Parking

Union offer selected.

Add following provision to 1974 Agreement:

Effective January 1, 1976, the City shall furnish employees with free parking at a location not further than three (3) blocks from the police station.

XXXX  
Economic

Subcontracting or Work Assignment

City offer selected.

Union proposed limitation not added to Agreement.

XXXXI  
Economic

Salaries

City offer selected.

9.0 percent increase in all classifications and all steps effective January 1, 1975.

8.0 percent increase in all classifications and all steps effective January 1, 1976.

Communication Officer to receive no additional increase other than annual increases noted above.

Mobile Crime Lab Officer to be paid at Lab Technician I level.

Youth Bureau Officer shall receive \$250 more than Patrolman at every step effective January 1, 1975 and 8.0 percent increase effective January 1, 1976.

XXXXII  
Economic

## Cost-of-Living

Since neither the Union nor the City offers included a cost-of-living increase in the event that a two-year contract was awarded, there shall be no cost-of-living provision in the Agreement.

City offer selected.

XXXXIII  
Non-Economic

## New Classifications

## 1. Communication Officer

Establish new classification.

## 2. Mobile Crime Lab Classification

Resolved.

## 3. Youth Bureau Classification

Establish new classification.

XXXXIV  
Economic

## Educational Bonus

City offer selected.

Union demand for 3 percent bonus for Bachelor's degree rejected.

XXXXV  
Non-Economic

## Duration of Contract

Agreement to run from January 1, 1975 to December 31, 1976.

XXXXVI  
Non-Economic

## Residency Requirement

Resolved on remand to parties.

CITY OF KALAMAZOO - KALAMAZOO POLICE OFFICERS' ASSOCIATION

Summary of Panel Members' Votes on Arbitration Award

(Initial to indicate support.)

<u>Issue</u>	<u>City Delegate</u>	<u>KPOA Delegate</u>	<u>Chairman</u>
I - Changes in Departmental Rules or General Orders	<u>X</u>	<u>X</u>	<u>X</u>
II - Anti-Discrimination Clause	<u>X</u>	<u>X</u>	<u></u>
III - Grievance Procedure and Veterans Preference Rights	<u></u>	<u>X</u>	<u>X</u>
IV - Discharge and Suspension Cases	<u>X</u>	<u>X</u>	<u>X</u>
V - Seniority	<u>X</u>	<u>X</u>	<u></u>
VI - Layoff Procedure	<u>X</u>	<u>X</u>	<u></u>
VII - Promotion Procedure			
1. Include Rank of Sergeant	<u>X</u>	<u>X</u>	<u></u>
2. Written Examination	<u>X</u>	<u></u>	<u>X</u>
3. Oral Examining Board	<u></u>	<u>X</u>	<u>X</u>
4. Examination Point Values	<u>X</u>	<u></u>	<u>X</u>
VIII - Temporary Transfer	<u>X</u>	<u></u>	<u>X</u>
IX - Promotion Outside Bargaining Unit	<u>X</u>	<u>X</u>	<u></u>
X - Time Limit o Filling Vacancies	<u>X</u>	<u></u>	<u>X</u>
XI - Pregnancy Leave	<u>X</u>	<u>X</u>	<u></u>
XII - Funeral Leave	<u>X</u>	<u>X</u>	<u>X</u>
XIII - Paid Leave for Association Convention	<u>X</u>	<u></u>	<u>X</u>
XIV - Personal Leave Days	<u>X</u>	<u></u>	<u>X</u>
XV - Definite Shifts, Shift Bidding, Paid Lunch Period	<u>X</u>	<u>X</u>	<u></u>
XV-A - Effective Date of Paid Lunch Period	<u>X</u>	<u></u>	<u>X</u>
XVI - Pay for Call-in for Training	<u>X</u>	<u>X</u>	<u></u>

<u>Issue</u>	<u>City Delegate</u>	<u>KPOA Delegate</u>	<u>Chairman</u>
XVII - Cost of Living Provision	<u>X</u>	<u></u>	<u>X</u>
XVIII - General Overtime Payment	<u>X</u>	<u>X</u>	<u></u>
XIX - Pay for Serving Warrants	<u>X</u>	<u>X</u>	<u></u>
XX - Pay for Court Time	<u>X</u>	<u>X</u>	<u></u>
XXI - Pay for Temporary Transfer	<u></u>	<u>X</u>	<u>X</u>
XXII - Mobile Crime Lab Payment	<u>X</u>	<u>X</u>	<u>X</u>
XXIII - General Call-in	<u>X</u>	<u>X</u>	<u></u>
XXIV - Show Vacation Time and Compensatory Time Off on Pay Slip	<u>X</u>	<u></u>	<u>X</u>
XXV - Vacation Schedule	<u>X</u>	<u></u>	<u>X</u>
XXVI - Vacation Call-in	<u>X</u>	<u>X</u>	<u></u>
XXVI-A - Vacation Sign-up	<u>X</u>	<u>X</u>	<u></u>
XXVII - Vacation and Compensatory Time Carry-Over	<u></u>	<u>X</u>	<u>X</u>
XXVIII - Holiday Pay	<u>X</u>	<u></u>	<u>X</u>
XXIX - Longevity Pay	<u>X</u>	<u></u>	<u>X</u>
XXX - Insurance			
1. Coverage for Negligent Acts	<u>X</u>	<u>X</u>	<u></u>
2. Group Health Insurance for Retirees	<u></u>	<u>X</u>	<u>X</u>
3. Group Life Insurance Coverage	<u>X</u>	<u></u>	<u>X</u>
XXXI - Sick Leave Procedures	<u>X</u>	<u></u>	<u>X</u>
XXXII - Pay for Duty Injury	<u>X</u>	<u></u>	<u>X</u>
XXXIII - Payment for Sick Leave Credits Upon Termination	<u>X</u>	<u></u>	<u>X</u>
XXXIV - Pensions			
1. Vesting	<u></u>	<u>X</u>	<u>X</u>
2. Contribution Level	<u>X</u>	<u></u>	<u>X</u>
XXXV - Eliminate Community Relations Section	<u>X</u>	<u>X</u>	<u></u>



<u>Issue</u>	<u>City Delegate</u>	<u>KPOA Delegate</u>	<u>Chairman</u>
XXXVI - Vehicle Safety			
1. Require Vehicle to meet State Police Specifications	<u>X</u>	<u>          </u>	<u>X</u>
2. Place 40,000 mile limit on vehicles in service	<u>X</u>	<u>          </u>	<u>X</u>
3. Equip vehicles with Protective Shields	<u>X</u>	<u>X</u>	<u>          </u>
XXXVII - Pistol Qualification	<u>X</u>	<u>X</u>	<u>          </u>
XXXVIII - Clothing Allowance for Plain Clothesmen	<u>X</u>	<u>          </u>	<u>X</u>
XXXIX - Paid Parking	<u>          </u>	<u>X</u>	<u>X</u>
XXXX - Subcontracting or Work Assignment	<u>X</u>	<u>          </u>	<u>X</u>
XXXXI - Salaries	<u>X</u>	<u>          </u>	<u>X</u>
XXXXII - Cost-of-Living	<u>X</u>	<u>          </u>	<u>X</u>
XXXXIII - New Classifications			
1. Communication Officer	<u>          </u>	<u>X</u>	<u>X</u>
2. Mobile Crime Lab Classification	<u>X</u>	<u>X</u>	<u>          </u>
3. Youth Bureau Classification	<u>          </u>	<u>X</u>	<u>X</u>
XXXXIV - Educational Bonus	<u>X</u>	<u>          </u>	<u>X</u>
XXXXV - Duration of Contract	<u>X</u>	<u>          </u>	<u>X</u>
XXXXVI - Residency Requirement	<u>X</u>	<u>X</u>	<u>          </u>