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C.I.  
*Kingsford, City of*

419

ARBITRATION PURSUANT TO ACT 312, 1969

BETWEEN

THE KINGSFORD CITY POLICE DEPARTMENT CHAPTER OF LOCAL 1176,

COUNCIL NO. 11,

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO

AND

THE CITY OF KINGSFORD

12/31/75

ARBITRATION PANEL

Jon G. LaSalle  
Robert W. Jenner  
Dudley E. Whiting

Union Delegate  
City Delegate  
Impartial Chairman

APPEARANCES

For the Union -  
For the City -

Roger Siegal, Staff Representative  
John McNeil, Attorney

OPINION AND AWARD

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University  
JUL 29 1976



A hearing was held on December 3, 1975 in Marquette, Michigan and the panel met in executive session on December 19, 1975 in Marquette, Michigan.

At the hearing it developed that there were two unresolved issues, the amount of a general wage increase for a contract of one year effective July 1, 1975 and the differential between pay rates for patrolman and sergeant, which the parties agreed are economic issues subject to Section 8 of the Act, whereby the panel is required to adopt the last offer of settlement which, in the opinion of the arbitration panel, more easily complies with the applicable factors prescribed in section 9.

#### General Wage Increase

The last offer of the Union was ten per cent, and the last offer of the City was eight per cent.

The Union presented wage and salary rate data for police or deputy sherriffs in fourteen other cities or counties, four of which are in the lower peninsula and may, for that reason, not be comparable communities.

Nevertheless in those fourteen communities only one, Mackinac County, has increased wage rates by ten cer cent in 1975. The next greatest increase was eight per cent in the City of Negaunee, while the other 1975 increases range from three to seven per cent.

The Union, however, pointed to the wage rates themselves, but compared rates including 1975 increases with the Kingsford rates prior to any 1975 adjustment.



The Kingsford rate schedule provides a starting rate and rates after 6 months, one year, and two years. In the other communities shown five provide single rates, five provide starting and one year or less rates, and the other four provide rates up to 18 months, four years, seven years, and ten years respectively, so comparisons are difficult. However, if we compare one year rates, as encompassing the most situations, and increase the Kingsford rate by the eight per cent offered by the City, we find seven other rates below and seven above the Kingsford rate. Since the seven higher rates include four lower peninsula community rates, which may well not be truly comparable, and two more populous communities, the City of Negaunee and Marquette County, they provide no compelling reason for increasing the Kingsford rate.

The Union also contends that its request is justified by a greater increase in the cost of living index during the preceding contract than was offset by the salary increases provided therein. It is to be noted however that the parties have agreed to incorporate a cost of living salary escalator clause in the agreement to be effective July 1, 1975, so current and future salaries are protected from deterioration by increases in the cost of living.

It appears that the other employees of the City of Kingsford, who are also members of Local 1176, have accepted an agreement effective July 1, 1975 providing a general wage increase of eight per cent. To justify a larger increase for policemen, already the higher paid employees,



would require the showing of some compelling inequity, which does not appear from the evidence presented.

It should also be noted that the community nearest to Kingsford, among the fourteen offered, is the City of Norway. There rates of pay for policemen are fairly comparable, a single rate of \$3.99 prior to July 1, 1975 compared to Kingsford with a starting rate of \$3.64 progressing to \$4.17 after two years. The Norway agreement provides an increase of 25 cents per hour effective July 1, 1975 or about 6.25 per cent.

Considering all of these circumstances we are constrained to conclude that the last offer of the City, an eight per cent general increase, more nearly complies with the applicable factors prescribed in Section 9 of the Act.

#### Sergeant Differential

The last offer of the Union was to increase the pay for the classification of sergeant by three per cent additional to the general increase, and the last offer of the City was for no additional increase therein.

The information presented encompassed eight cities and six counties. Three of the counties' agreements contain no provision for sergeants and there may be some question as to comparability of county sherriff and city police departments for this purpose. Hence the county data is not deemed appropriate hereto.



The cities information exhibited shows that Wakefield, with a four man department, makes no provision for a sergeant, and the others provide the following cents per hour differential between the top rate for patrolman and the rate for sergeant: St. Ignace - 9, Hancock - 15, Norway - 16, Iron River - 17, Negaunee - 19, Cheboygan - 20, and Houghton - 52. The comparable differential under the Kingsford agreement is 10.

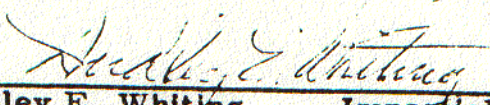
This indicates that in the nearby cities of Norway, Iron River, Hancock, Negaunee, and Houghton substantially larger differentials are provided and some adjustment at Kingsford is justified thereby.

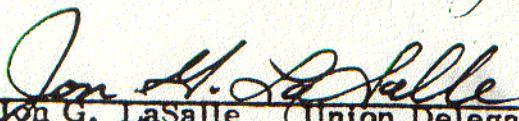
Under Section 8 of the Act we are bound to adopt the last offer which more nearly complies with the criteria prescribed in Section 9, and in our opinion this requires the adoption of the Union's last offer of an additional three per cent for the sergeant classification.

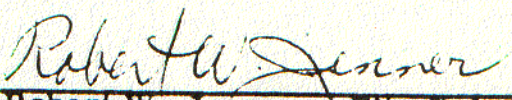
#### AWARD

1. The general wage increase effective July 1, 1975 shall be eight per cent.
2. Effective July 1, 1975 the rate of pay for the sergeant classification shall be increased three per cent additional to the general increase in Item 1.

Dated: December 31<sup>st</sup>, 1975

  
Dudley E. Whiting      Impartial Chairman

  
John G. LaSalle      Union Delegate

  
Robert W. Jenner      City Delegate