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STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Arbitration Under
Act 312 (Public Acts of 1969):

MERC Case No. D92 C-0798 ⁰⁷⁰⁸

CITY OF LINCOLN PARK

-and-

LINCOLN PARK POLICE OFFICERS ASSN.

OPINION AND AWARD

Chairman of Arbitration Panel: Barry C. Brown

City Delegate: Richard A. Huebler

Union Delegate: Robert Steele

Representing City: Kenneth D. Kruse

Representing Union: Ronald R. Helveston and Julie A. Petrik

Pre-hearing conference: April 12, 1993

Hearings Held: August 31, September 1, November 19 and December 20, 1993. All held in the Ford Road Holiday Inn.

Post-hearing panel conference: April 13 and April 20, 1994

Post-hearing briefs received: March 11, 1994

Opinion & Award Issued: April , 1994

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MICHIGAN EMPLOYMENT RELATIONS COMMISSION
DIRECTOR OFFICE

I. STATEMENT OF THE CASE:

The labor organization, Lincoln Park Police Officers Association, filed a petition for arbitration pursuant to Act 312, PA of 1969 as amended (MCLA 423.231, et seq.). The union asserted in its petition on November 20, 1992 that it had engaged in good faith bargaining with the employer, the City of Lincoln Park, on behalf of the city's 40 police officers and an impasse in negotiations had been reached. On December 7, 1992 the employer filed its answer to the above described petition with the Michigan Employment Relations Commission. On March 17, 1993 MERC Commissioner Maris Stella Swift appointed Barry C. Brown as the impartial arbitrator and chairperson of the arbitration panel in this matter.

The parties established the unresolved issues and the hearing procedures to be followed in a pre-hearing conference conducted on April 12, 1993. Four formal hearings were subsequently conducted by the panel in 1993 and the last offers of settlement were exchanged on January 24, 1994. The dispute between the parties pertain to a three year collective bargaining agreement which commences on July 1, 1992 and which will be effective through June 30, 1995.

The issues before the panel for resolution are:

Union:

1. Wages - Economic
2. Longevity - Economic
3. Breathalyzer - Economic
4. Optical - Economic

5. COLA - Economic
6. Bereavement - Economic
7. Special Assignments - Non-economic
8. Promotions - Non-Economic

Employer:

1. Wages - Economic
2. Longevity - Economic
3. Health insurance (current emp.)-Economic
4. Health insurance (new emp.)-Economic
5. Pension - new employees - Economic
6. Minimum manpower - Economic
7. Book time - Economic
8. Two man cars - Non-economic
9. Police reserve officers - Non-economic

As provided by Act 312, the Arbitration Panel is comprised of a delegate chosen by each party to the dispute, and an impartial chairperson selected by the parties or by the Michigan Employment Relations Commission. The current Panel is comprised of Chairperson Barry Brown, Richard A. Huebler, panel member selected by the City of Lincoln Park and Robert Steele, panel member selected by the Union. Pursuant to the Act, the Panel shall adopt the final offer of settlement by one or the other party for each economic issue. The parties have also stipulated to those issues which are not economic (see above). The parties also stipulated and the panel agreed that all Act 312 statutory time limits were waived. Further, the parties agreed that the new contract (1992-1995) would consist of the predecessor agreement (1989-1992) as modified by the parties' settlements on various issues and also as modified by this panel's award on the issues still in dispute.

II. The standards for the panel's decision:

In pertinent part, Section 9 of Act 312 sets forth the following factors upon which the Panel's decision must rest:

[T]he arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

III. Background

The City of Lincoln Park has a population of approximately 42,000 and it covers an area of about six square miles. The land use in the City is primarily residential and it is in the "down river" area southwest of the City of Detroit in Wayne County, Michigan. There are two major shopping centers in the city and the I-75 expressway, state highway M-39 and several major streets run through its jurisdiction. There are local stores and offices but no colleges and only small hotels are within its boundaries. This commercial property makeup has an impact on the revenues received by the employer and the urban nature of the community affects the duties of the patrol officers.

The Police Officers Association emphasized that the peacekeeping mission of the Lincoln Park patrol officers has been getting more difficult because crime problems such as retail theft and automobile larcenies are increasing. The Association pointed to the city's annual report which showed an annual increase of 2,500 in citizen calls for police services in one year. Additionally, over the last ten years there has been an increase in service calls of more than 27%. The LPPOA also indicated that traffic problems have increased and vice patrol responsibilities have increased around local bars and on some border streets. These increased police activities have generated city revenues of approximately \$1.2 million through fines, fees and confiscated property.

IV. COMPARABLES

A) External

The Association and the City of Lincoln Park have agreed upon the following cities as comparable communities:

Allen Park

Dearborn Heights

Garden City

Inkster

Romulus

Southgate

Taylor

Trenton

Wayne

Westland

Wyandotte

The Police Officers Association also proposed Dearborn and Livonia as comparable cities. The employer contested the use of these cities by the panel and it was asserted that using these communities as comparables was inappropriate for the following reasons:

"1. The population of the City of Lincoln Park is 41,832, the population of Dearborn is 89,286 and population of Livonia is 100,850. These two cities had the largest populations of the thirteen cities submitted by the union as comparables.

2. The area in square miles of the City of Lincoln Park is 5.8, the cities of Dearborn and Livonia are 24.4 and 35.7,

respectively. They also represent the largest in area of all the comparable cities submitted by the union.

3. The combined SEV's of the Cities of Dearborn and Livonia exceeds 6 billion dollars, which is more than the total SEV of the City of Detroit. The cities individually have an SEV of almost three times the next nearest city which is Westland and has an SEV 6 times that of Lincoln Park.

4. The SEV per capita of the City of Lincoln Park is \$11,370.00. These comparable cities are the highest two SEV per capita of any comparable submitted by the union Dearborn's SEV is \$35,470 per person and Livonia's is \$29,615.00 per person.

5. The City of Livonia's 1993 tax levy is the lowest of all the comparables submitted by the union. Livonia's total millage levy was 11.04, City of Lincoln Park's was 27.02.

6. The total number of Police including command and supervisors in the City of Lincoln Park is 61. The City of Livonia has 160 men and the City of Dearborn has 200 total complement. The nearest other city on the list would be the City of Taylor with a total complement of 108 persons.

7. The cities of Livonia and Dearborn still are growing in terms of both industrial and commercial, whereas the City of Lincoln Park is almost completely built up."

The Association argued that Dearborn and Livonia were comparable cities for the following reasons:

"The Union's list of comparable cities was created by choosing cities in Wayne County with at least a 20,000 population, exclusive

of Detroit and Highland park. This selection method appropriately utilizes geographic proximity and similarity in population size. In determining the appropriate price for the labor of the Lincoln Park Patrol Officers, it is important to make comparisons based on a large sample size of comparable cities. The union's criteria results in an appropriate sample size of thirteen comparable cities. This large sample size provided enough data so as to provide a proper range of wage and benefit analysis, yet it is not so large as to be unwieldy. Detroit, with a population in excess of one million, was excluded as it is considerably larger than Lincoln Park in terms of population and square miles. Highland Park was also excluded as police work is conducted through a Public Safety Department substantially dissimilar to all of the other comparable communities. The Union has consistently used these geographic and population criteria in determining comparability. They were used in the last Act 312 proceeding and was similarly used by the Lincoln Park Fire Fighters in contract negotiations pursuant to Act 312.

Utilization of the Union's methodology has resulted in a list of cities which are comparable to Lincoln Park in terms of a common labor market. In order to arrive at the proper price for police officer labor, it is appropriate to look at both the supply and demand for labor in the comparable communities in Wayne County. On the supply side of the equation, the whole Wayne County community is comparable. Cost of living (food, clothing, housing, etc.), community amenities and regional attributes, are major

factors affecting the supply of police officer labor. These factors similarly effect all those living in Wayne County and thus the supply of police labor to the region. Wayne County, in fact all of Southeastern Michigan, is a highly integrated community in which city borders often are barely perceptible. Wayne County cities merge one into another through the extensive interstate system and local roads. Indeed, the two cities contested by the City are neighbors to Lincoln Park. Dearborn is linked to Lincoln Park via Outer Drive and Livonia is only a few short miles from the City's borders. As members of this integrated community, all of the cities listed by the Union are impacted similarly by those factors that determine the supply of police labor.

With respect to demand for labor, extremely large or small cities have different needs or demands for labor than does Lincoln Park. Thus, the Union sensibly excluded all those cities with populations under 20,000 and Detroit which has a large population which is in excess of one million."

The panel agrees that both Livonia and Dearborn are larger cities than is Lincoln Park. However, a reasonable range of size is permissible in an array of comparable communities. The proximity and other similarities between these communities makes them a relevant factor in resolving the impasse before the panel. These cities are all in the same labor market and there are other cities the parties have agreed to use which have a similar size and population. For all of these reasons the list of comparable cities will include both Dearborn and Livonia.

B) Internal Comparables:

The Lincoln Park Police Department consists of forty patrol officers, fourteen sergeants and four lieutenants. These command officers are in a bargaining unit, the Lincoln Park Command Officers Association. The Police Chief and the Deputy Chief are the chief executives of the department. They are in a bargaining unit with the Fire Chief in the Police/Fire Supervisory Unit. The firefighters also have a bargaining unit. These public safety employee groups are all subject to Act 312 arbitration procedures and therefore they are the most comparable internal comparables.

The panel also finds the wages, benefits and conditions of work for other Lincoln Park city employees to be relevant to its deliberations. The union has claimed that only similar dangerous and stressful job classifications should be held to be relevant. However, the AFSCME unit employees also share many common working conditions and they draw on the same financial resources of the city. Furthermore the overall compensation received by other city employees has frequently been consistent with that received by the patrol officers. Thus, the compensation of all city employees will carry some relevance.

V. Ability to Pay

One of the factors the panel is charged to consider under Section 9 (C) of the statute is the financial ability of the municipality to meet the costs which would be imposed upon it if the union's economic proposals were adopted. The employer did not plead "poverty" in its presentation but it did show that some of

the neighboring communities were wealthier with greater SEV and a larger commercial/industrial base. On the plus side of the City of Lincoln Park's financial picture is an approximate \$1.4 million 1993 fund equity. This in line with its fund equity balance over the last ten years.

On the other hand, the state has recently frozen real property assessments in two year segments and it has delayed realization of any income from increased assessments. Additionally, single business tax and sales tax allocations have dropped. Also the City will have diminished collection fees because of the decrease in school property taxes. Finally, it seems the whole state taxation system is in a state of flux and it is most difficult to predict what direction municipal financing will take. The panel is convinced that a conservative approach is wise in such uncertain times.

The City has granted its other employees significant pay increases in the years 1992 and 1993. The other units of organized employees received 2% wage increases and both parties have agreed that this is an appropriate increase for the patrol officers. The real dispute about ability to pay here arises in the third year of the agreement in which the city offers a 2% wage increase and the union seeks a 4% wage increase. The difference in these two base wage proposals is approximately \$200,000 in the last year of the labor agreement.

The city asserted that it is levying the maximum number of mills set forth in its city charter with little chance of an

increase. Thus, there does not currently appear to be a method by which the city may raise additional millage to pay for additional labor costs. Further, sometime in the near future the city will have to reflect its employees accumulated sick and vacation time as a liability in the general fund. This change is imposed by the new Governmental Accounting Standards Regulations. However, these funds had already been accounted for as long term debt and the new accounting practices do not really change the city's ability to pay. The union also asserted that the city's assessments have increased nearly 17% in 1992-1993 and this is consistent with the 16% increase that was also experienced in 1990-1991. The union added that the city's tax base ought to also be significantly increased in 1994 by the construction of a new KMart superstore.

The city has responded that it does not have the financial ability to pay the amount sought by the union for the period June 30, 1994 to June 30, 1995. They noted that the citizens of Lincoln Park already carry the heaviest tax burden of all the comparable cities. The Plante & Moran auditor testified that the five year financial plan he prepared for the city showed that the city would be in a \$100,000 negative fund balance position by 1995-1996. He also said that in 1994-1995 the projected reduced fund balance of \$574,000 would create problems for the city because its cash flow would be very tight. He added that a fund balance of \$2.0 million would be optimal for a city the size of Lincoln Park and a fund balance one quarter that size was insufficient for general operational needs. He stated that the city would have to reduce

its expenditures in 1995 to avoid a negative fund balance. He also said that even with increased assessments the city could not add to its property taxes in excess of the rate of inflation unless there was a "Headlee override" vote by the citizens of Lincoln Park.

The Patrol Officers Association challenged the city's "gloomy" future forecasts. It noted that in 1990 Plante & Moran had projected a 1994 fund balance of only \$241,000. Later this fiscal year was forecast by Plante & Moran to have a fund balance of only \$50,000. It actually came in at \$1,350,496. The union maintained that this variance of \$1.3 million between projection and reality should erode confidence in the city's current projections for 1995. The auditor who prepared these projections acknowledged that he had made 46 separate assumptions, and that some of the future events he had conservatively anticipated may not occur. The assumption of the city pension contribution rate has already proven wrong, it was said, because interest rates were 8% and not 6%. Thus, the city's contribution rate will be decreased by almost 10%.

The Association also noted that even though the legislature has made changes (P.A. 345 of the Acts of 1993) and it is considering other changes which can effect city financing - these changes will affect all other cities too. The police department generates much income in its own right in traffic citations, fees and confiscations in drug-related arrests. The LPPOA asserted that possibly additional funds should be secured by whatever means the city administration feels is appropriate and it should also reallocate existing financial resources to grant fair wage

increases to its patrol officers.

The panel does not find that the city is unable to meet the economic demands of the Association. The fiscal projections of the city appear to be unreasonably grim. However, the union's response that the city can simply reallocate its funds is similarly unrealistic. While discretionary city activities may be discontinued to avoid a budget deficit, the patrol officers would face strong citizen opposition if city streets were not maintained, or parks closed to insure that the officers compensation leadership status was maintained. Thus, the panel will strive to find a fair level for the patrol officers wages and benefits while not ignoring the continuing fiscal stress being experienced by the taxpayers and city administrators.

VI. The Interests and Welfare of the Public:

The city addressed this factor as a basis to consider the heavy tax burden already faced by the citizens of Lincoln Park. The 1993 municipal tax levy of 27.02 mills is the highest by far of all the comparable communities.

The union, on the other hand, considers this factor in the context that the public welfare requires a fairly compensated police force and in the case of Lincoln Park in particular, the union said that the high citizen demand for Lincoln Park police services demonstrates that in the public's interest in this municipal activity should be given a high priority by this panel. The union also argues that all eight factors in the statute (MCLA

423.239) should be weighted equally and no one factor, such as ability to pay, should subordinate the others (Detroit v. D.P.O.A., 408 Mich 410 (1980)).

VII. Consumer Prices

The increases in the average consumer prices for goods and services in the Detroit metropolitan area have been exceptionally low in the years 1992 and 1993. The percentage change was around 3% in both years. The CPI growth in 1994 seems to be somewhat elevated in 1994 and it may end the year at about 4%. However, the two years of 2% increases will diminish the purchasing power of the members of this bargaining unit if there is no COLA recognition. There can be no certain estimate of the CPI increase in 1995 but it is more likely to be in the 4%+ range than it is to follow the lower rates of increases of the last three years. The COLA clause would normally take care of any cost of living factor but the employer's proposal could result in a COLA freeze.

VIII. Issues in Dispute

A) UNION ISSUES

1) Wages - Article III

(a) Existing contract language

7/1/89 (3%)	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>HOURLY</u>
Starting	\$25,346.68	\$ 974.87	\$12.19
1 Year	29,148.80	1,121.11	14.01
2 Years	30,275.61	1,164.45	14.56
3 Years	32,285.14	1,241.74	15.52
Senior Lead Officer	33,504.17	1,288.62	16.11

7/1/90 (3%)

Starting	26,107.08	1,004.12	12.55
1 Year	30,023.26	1,154.74	14.43
2 Years	31,183.88	1,199.38	14.99
3 Years	33,253.69	1,278.99	15.99
Senior Lead Officer	34,509.30	1,327.28	16.59

7/1/91 (4 1/2%)

Starting	27,281.90	1,049.30	13.12
1 Year	31,374.31	1,206.70	15.08
2 Years	32,587.15	1,253.35	15.67
3 Years	34,750.11	1,336.54	16.71
Senior Lead Officer	36,062.22	1,387.01	17.34

Employees hired after July 1, 1988 shall be under the following schedule:

7/1/89 (3%)

Starting	25,346.68	974.87	12.19
1 Year	29,148.80	1,121.11	14.01
2 Years	30,194.24	1,161.32	14.52
3 Years	31,239.69	1,201.53	15.02
4 Years	32,285.14	1,241.74	15.52

7/1/90 (3%)

Starting	26,107.08	1,004.12	12.55
1 Year	30,023.26	1,154.74	14.43
2 Years	31,100.07	1,196.16	14.95
3 Years	32,176.88	1,237.57	15.47
4 Years	33,253.69	1,278.99	15.99

7/1/91 (4 1/2%)

Starting	27,281.90	1,049.30	13.12
1 Year	31,374.31	1,206.70	15.08
2 Years	32,499.57	1,249.98	15.62
3 Years	33,624.84	1,293.26	16.17
4 Years	34,750.11	1,336.54	16.71

(b) The City's last offer of settlement:

The City proposes wage increases of 2% for 7-1-92 and 2% for 7-1-93 and 2% for 7-1-94:

<u>7-01-92</u>	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>HOURLY</u>
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Starting	27,827.54	1,070.29	13.38
1 Year	32,001.80	1,230.84	15.39
2 Years	33,238.89	1,278.42	15.98
3 Years	35,445.11	1,363.27	17.04
Senior Lead Officer	36,783.43	1,414.75	17.68

7-01-93

Starting	28,384.09	1,091.70	13.65
1 Year	32,641.84	1,255.46	15.69
2 Years	33,903.67	1,303.99	16.30
3 Years	36,154.01	1,390.54	17.38
Senior Lead Officer	37,519.13	1,443.04	18.04

7-01-94

Starting	28,951.77	1,113.53	13.92
1 Year	33,294.68	1,280.56	16.01
2 Years	34,581.74	1,330.07	16.63
3 Years	36,877.09	1,418.35	17.73
Senior Lead Officer	38,269.51	1,471.90	18.40

Employees hired after July 1, 1988 shall be under the following schedule:

7-01-92

Starting	27,827.54	1,070.29	13.38
1 Year	32,001.80	1,230.84	15.39
2 Years	33,149.56	1,274.98	15.94
3 Years	34,297.34	1,319.13	16.49
4 Years	35,445.11	1,363.27	17.04
Senior Lead Officer	36,783.43	1,414.75	17.68

7-01-93

Starting	28,384.09	1,091.70	13.65
1 Year	32,641.84	1,255.46	15.69
2 Years	33,812.55	1,300.48	16.26
3 Years	34,983.29	1,345.51	16.82
4 Years	36,154.01	1,390.54	17.38
Senior Lead Officer	37,519.13	1,443.04	18.04

7-01-94

Starting	28,951.77	1,113.53	13.92
1 Year	33,294.68	1,280.56	16.01
2 Years	34,488.80	1,326.49	16.58
3 Years	35,682.96	1,372.42	17.16
4 Years	36,877.09	1,418.35	17.73
Senior Lead Officer	38,269.51	1,471.90	18.40

(c) The Union's last offer of settlement:

Article III. The Union proposes to modify Article III of the collective bargaining agreement between the parties to provide the following across-the-board increase at each Step:

Effective July 1, 1992 - 2%

Effective July 1, 1993 - 2%

Effective July 1, 1994 - 4%

D) Discussion:

The panel was not convinced that the city does not have the ability to pay a 4% increase in the third year of the contract. The city's fiscal projections for that year are extremely conservative and these projections have been shown to have been inaccurately low in the past. The panel believes the \$200,000 difference in the third year of the union's wage proposal can be financed through some savings to be discussed later and by increased assessments. The patrol officers have received less improvements in their wages in recent years than have patrol officers in comparable communities. Additionally, the Lincoln Park policemen have had diminished purchasing power because their wages have not kept pace with inflation.

The panel adopts the following rationale concerning the union's proposal in the 3rd year of the agreement:

"In order to establish a reasonable wage comparison, the various expired wages by the amount those wages are likely to be increased in settlements or arbitration. If one assumes that the expired wages will increase at only 3% per year the comparable wages would be as

follows for the years 1992-1993.

90 cents COLA + 2%

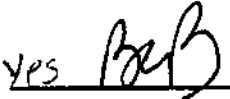
	<u>7-1-91</u>	<u>7-1-92</u>	<u>7-1-93</u>	<u>7-1-94</u>
Allen Park	37,115	38,878	40,044	41,246
Dearborn		36,791	38,263	39,411
Dearborn Hgts.	37,736	38,868	40,034	41,235
Garden City	35,837	38,570	39,727	40,919
Inkster	33,755	34,768	35,811	36,885
LINCOLN PARK				
Union:	34,750	37,361	38,109	39,633
City:		35,445	36,154	38,750
Livonia (12-1)	36,629	38,834	37,603	40,206 (6-1)
Romulus	34,871	36,266	37,716	38,847
Southgate	37,001	37,001	38,111	39,254
Taylor	34,696	36,083	37,527	38,653
Trenton	35,096	36,500	37,595	38,723
Wayne			36,800	39,037
Westland	36,393	37,848	39,361	39,361
Wyandotte (2-1)	34,962	37,409	38,531	39,687
AVERAGE:		37,318	38,394	39,497
AVERAGE Compared				
to Union:		-0.12%	+0.75%	-0.34%
to City:		+5.28%	+6.20%	+1.93%

This analysis reveals that Lincoln Park's wages are historically close to the average wage. The Union and the City's last best offers for 1992 and 1993 also establish wages at near the average. With the adoption of the Union's last offer for 1994, wages are only slightly above the average by .034%. Under the City's proposal, the Union's wages are close to 2% below the average. The Union's proposal is more in keeping with the average comparable wage rate and its historic wage rates in relation to the comparables. Accordingly, the Section 9 factors support the Union's last offer of third year wages.

ADOPT UNION PROPOSAL:

Agree 

Steele

YES 

Brown

NO 

Huebler

2) Breathalyzer - Article VII Sec. 5

(A) Existing contract language:

(a) A merit award of one hundred fifty dollars (\$150.00) annually shall be paid to all officers maintaining certification as breathalyzer operators. Said merit award shall be paid in February of each year.

(b) In addition, the City will pay five dollars (\$5.00) for each breathalyzer test and on each simulator test. This fee will be paid on a monthly basis.

(c) All employees who participate in this program will be required to remain in the program for a minimum of three (3) years from original date of certification.

(d) The City has the right to require probationary employees to complete breathalyzer certification with the same three (3) year minimum noted above.

(B) The City's last offer of settlement:

Maintain the status quo.

(C) The Union's last offer of settlement:

The union proposes to modify Article VII, Section 5 of the collective bargaining agreement as follows:

(a) Effective July 1, 1994 - A merit award of four hundred dollars (\$400.00) annually shall be paid to all officers maintaining certification as breathalyzer operators and/or certified in the use of Infra-Red Breathtesting. Said merit award shall be paid in February of each year.

(b) All employees who participate in this program will be required to remain in the program for a minimum of three (3) years from original date of certification.

(c) The City has the right to require probationary employees to complete breathalyzer certification with the same three (3) year minimum noted above.

D) Discussion:

The union maintained that its proposal more fairly redistributes the payments to the city's six certified breathalyzer operators. It argued that the current \$5.00 per breathalyzer and simulator test fee should be eliminated and the lump sum of \$400 replace the separate test fees and the former merit award of \$150. The union maintained that in 1992 about \$1,100 was paid to the operators for test fees and \$900 for the merit awards. Each operator was also required to perform two simulator tests a month at \$5.00 each and this amounted to about \$700.00. Therefore the current system costs the city about \$2,700 annually. The union asserted that its offer would amount to only \$2,400 or a savings of about \$300.00 a year.

The city contended that there were no comparables shown for the lump sum payment proposed by the union. They dismissed the

\$350 paid to Lincoln Park fire fighters for EMT certification as not a relevant fact. The employer also noted that a sergeant in the command officers unit receives only \$100 for breathalyzer certification. The employer also indicated that in the near future new technology will be available that will make testing for alcohol levels much more simple and so such a high merit award would not be justified. The city argued that a payment of \$400 for certification would discourage the training of additional officers in this skill. For all of these reasons the city states that its offer of status quo should be accepted by the panel.

E) Award:

The union's proposal will be less expensive than the city's with the current six certified officers in place. The city showed no need or plans to train or certify other officers. The possibility of new technology is not a proper basis to act at this time. In the future the merit payment for breathalyzer certification may be discontinued because that device is no longer used and it has been replaced by infra-red breath testing. But for now the union's last best offer best complies with the applicable statutory factors.

Adopt union's proposal:

Agreed RLS
Steele

yes BJB
Brown

no HAHuebler
Huebler

3) Optical Program - Art. VII

(a) Existing contract language:

Section 4 - Optical Program. The City will provide an optical plan equal to the City Optical Plan now in effect or an optical insurance plan of equal value.

Effective July 1, 1988, each member of the bargaining unit shall be entitled to three hundred dollars (\$300.00) per contract for reimbursement for expenses paid for optical care for the member and family. Any of the allowance not utilized in any one year may be carried over to the subsequent years of the contract period. "Family" shall be defined as the immediate family living within the household. This will include the employee's spouse and children not over the age of nineteen (19) years. Provided, however, where the members' children are handicapped and fully dependent upon the member, the aforesaid age limit shall not apply. Optical care shall include all reasonable and necessary services rendered by licensed ophthalmologist, optometrist or optician, including the cost of examination, frames, lenses and contact lenses.

(b) The City's last offer of settlement:

Status quo with 7-1-91 inserted as the new effective date.

(c) The Union's last best offer of settlement:

Effective thirty (30) days after the issuance of award, the City will pay the full monthly premium on the following optical plan, or its equivalent, as currently offered through John Hancock Mutual Life Insurance:

Exams:	\$35.00
Lenses: Single	\$25.00 each lens
Bifocal	\$35.00 each lens

Trifocal \$45.00 each lens

Lenticular \$65.00 each lens

Frames: \$35.00

This plan shall cover each member and their family through the age of 19, or age 25 if still enrolled in school, or if qualified as a dependent as defined by the IRS. Provided, however, where the members' children are handicapped and fully dependent upon the member, the aforesaid age limits shall not apply.

(d) Discussion:

The patrol officers seek a change in the optical program by setting defined benefit levels rather than a monetary reimbursement of \$300 per member per contract term. The union noted that the city now provides an optical insurance plan to the fire fighters and the command officers. The benefits proposed by the union would match those now received by these other city employees. The union also maintained that there is a reserve fund that the city could use to finance this benefit with no cost to the city.

The city asserts that the union has overstated the optical benefits paid to other city employees and the union provided no cost information for the panel to fairly assess this proposal. The city also noted that the city has followed the established reimbursement procedure for optical bills submitted by unit members in 1992 and 1993 and so the change now proposed by the union would allow them to have the best of both plans. The city asks that the status quo be maintained.

E) Award:

The union did not convince the panel of a need to change this benefit at this time.

ADOPT EMPLOYER'S PROPOSAL:

DECENT
Steele

yes
Brown

yes
Huebler

4) Bereavement Leave - Art. IX:

(A) Existing contract language:

Section 2 - Bereavement. Bereavement leave shall be granted to members as follows:

(a) A member shall be granted five (5) working days off when bereavement occurs, in order to attend the funeral of:

Current spouse Parent Child

(b) A member shall be granted three (3) working days off when bereavement occurs, in order to attend the funeral of:

Brother Father-in-law Grandchildren
Sister Mother-in-law Member of Household

(c) A member shall be granted one (1) working day off when bereavement occurs, in order to attend the funeral of:

Brother-in-law Grandparent
Sister-in-law Stillborn child
Current spouse's grandchildren

B) The city's last offer of settlement:

Maintain the status quo.

C) The union's last offer of settlement:

Effective 7-1-94, bereavement leave shall be granted to

members as follows:

(a) A member shall be granted five (5) working days off when bereavement occurs, in order to attend the funeral of:

Current spouse Parent Child

(b) A member shall be granted three (3) working days off when bereavement occurs, in order to attend the funeral of:

Brother Father-in-law Grandchildren
Sister Mother-in-law Member of Household
Grandparent

(c) A member shall be granted one (1) working day off when bereavement occurs, in order to attend the funeral of:

Brother-in-law Spouse's Grandparent
Sister-in-law Stillborn Child
Current Spouse's grandchildren

D) Discussion:

The union seeks three additional days of bereavement paid leave for the death of grandparents and one additional bereavement day for a spouse's grandparent. The union asserts that these relatives are immediate family members and a patrol officers presence is often required to assist bereaved family members and to straighten out affairs. The union asserted that most comparable cities do provide more days in the event of the death of a grandparent and the current provisions simply do not provide enough time to meet a patrol officer's family needs.

The city argued that no other Lincoln Park employees receive this benefit. The city also noted that five of the comparable

cities have no provision for a spouse's grandparent. Additionally the cities which provide for bereavement paid time off for grandparents do not have three guaranteed bereavement days. The city maintained that the addition of spouse's grandparents is an unnecessary extension of this benefit and therefore it should be rejected. The city said that its offer more nearly complies with the factors contained in Section 9 of Public Act 312.

E) Award:

The current bereavement is adequate and the most comparable to that offered in similar bargaining units.

ADOPT CITY'S PROPOSAL:

Decent RIS

Steele

yes BUB

Brown

yes RA Huebler

Huebler

5) COST OF LIVING - Art. VII

A) Existing contract language

Section 9 - Cost of Living.

(a) A cost of living allowance (COLA) will be determined in accordance with changes in the Consumer Price Index (urban wage earners and clerical workers) published by Bureau of Labor Statistics, U.S. Department of Labor (1967-100 Base) and hereinafter referred to as the BLS Consumer Index.

(b) Beginning with BLS Index of October 1, 1982, as a base of zero (0), the rate will be adjusted up or down as shown by the BLS Index each three (3) months, April, July, October, and

January, using the BLS Index from the previous month.

(c) The amount of COLA that shall be effective for any quarter shall be a maximum adjustment of five cents (.05) per quarter with a maximum adjustment of twenty cents (.20) per annum.

(d) The formula used for the above allowance shall be a one center (.01) adjustment for each four tenths (0.4) point change in the BLS index.

(e) The amount of COLA in effect will be paid quarterly on all hours worked, including overtime, as soon as the BLS releases the figures for the previous quarter (30 days after the end of the quarter).

No adjustment, retroactive or otherwise shall be made due to any revisions which may later be made in published figures for the BLS Consumer Price Index for any base month.

(f) Cost of Living Allowance will be paid on a separate check.

(g) Effective October 1, 1990, the amount of COLA in effect at that time (\$1.32) will not be adjusted as provided for in paragraphs (a), (b), (c), and (d); and will be frozen and shall remain at this rate through the duration of the contract and thereafter, until and unless the parties negotiate changes in a successive collective bargaining agreement.

B) The city's last offer of settlement:

ADD NEW SUB-SECTION 9 (H) TO ARTICLE VII AS FOLLOWS:

(h) Effective July 1, 1994, after the implementation of the wage increase, ninety (\$.90) cents shall be rolled into base wage

of each classification from subsection (g). The remaining forty-two (\$.42) cents shall be paid pursuant to subsections (e) and (f).

C) The union's last offer of settlement:

(h) Effective June 30, 1992, ninety cents (\$.90) of the October 1, 1990 COLA amount shall be rolled into the base wage of each classification. Furthermore, fifty cents (\$.50) shall be paid pursuant to subsections (e) and (f) above.

D) Discussion:

The union asserts that its COLA proposal is modest in that the COLA rate was frozen at \$1.32 on October 1, 1990 and so there have been no cost of living increases for the members of this bargaining unit for three and one-half years. The union proposes to roll into the base wage 90 cents of the 1990 COLA rate. The date of this rate change would be June 30, 1992 to coincide with the expiration of the prior agreement. The union objected to the city's proposal which would delay the 90 cent roll-in until after the July 1, 1994 wage increase. The patrol officers COLA was frozen at \$1.32 while the fire fighters was frozen at \$1.40. Under the employer's proposal the patrol officers cannot catch up with the fire fighters. The union also seeks to increase other payments like longevity and overtime by getting the COLA roll-in early in the contract. The pressures of inflation should be recognized in all the areas of compensation, the union maintained, and the city's offer does not satisfy that need. For all of these reasons the union stated that its proposal was supported by Section 9 factors and it should be adopted.

The city argues that no other comparable city now offers a COLA allowance. The union's reliance on the fire fighters settlement is misplaced, the city said, because the patrol officers had a similar offer from the city in 1990 and they turned it down. On the other hand the fire fighters gave up other sizable economic gains to get the COLA roll in. The city maintained that the police unit had opted instead for increases in their clothing and cleaning allowance. The city explained that rolling COLA money into the officers base salary affects the cost of retirements, overtime and other wage driven benefits. The city also argued that if the union gains the COLA increases it seeks then the salary differential between the command officers and the patrol officers will be seriously reduced. In short, the city claims that a trade off was made in 1990 and now the police officers have ignored the deal they made and they now seek to regain that which they bargained away a short time ago.

E) Award:

The 1990 trade off should remain in effect. The employer should not have to face the pyramid effects of both a COLA Roll-in and a base wage increase. The comparables favor the city's position in this regard.

ADOPT CITY'S PROPOSAL:

Decent Rls

Steele

yes BUB

Brown

yes RPA Huebler

Huebler

6) Special Assignments - Art. XII

A) Existing contract language:

(o) Special Assignments. The following procedure will be used in making assignments of members, but not limited to, radar officers, school liaison officer, 6:00 P.M. to 4:00 A.M. shift, narcotics officer (DRANO) and any other assignment deemed necessary by the Department.

(6) No member who has served in one or more of the following special assignments for a period of two (2) years shall be eligible for another special assignment for an additional two (2) years, so long as there are qualified applicants for any available special assignment:

DRANO, School Liaison, Special Operations

B) The City's last offer of settlement:

Maintain the status quo.

C) The Union's last offer of settlement:

(6) Effective July 1, 1994, no member who has served in one or more of the following special assignments for a period of two (2) years shall be eligible for another special assignment for an additional two (2) years, so long as there are qualified applicants for any available special assignment:

DRANO, School Liaison, Special Operations, SCAT, Auto Theft, Weights & Measures, Dare, Traffic Safety, as well as any other special assignments formed in the future unless otherwise negotiated. This two (2) year limitation is not applicable to the K-9 Officer, except that his/her assignment shall only be for the service time of one animal.

D) Discussion:

The union's proposal limits all special assignments to a term of two years and once an officer had completed a two year term he/she could not hold another special assignment for two years. The union has asserted that this provision will allow the whole department to be trained in several specialties and there will be a resulting increase in the city's professional police services. This will provide more fairness in rotation to all assignments, the union said, and the eight special assignments could be well filled by the 40 officers in the bargaining unit. The union asserted that the additional training required to satisfy this contractual change would be largely accomplished by on-the-job training and the effectiveness of all patrol officers would increase the professional services offered by all members of the unit.

The city opposes this change asserting that the special assignments are now filled by 20% of the work force, a relatively high percentage. The city also argued that the Chief's authority would be materially reduced if he could not exercise his discretion about who is qualified to fill these assignments. The city argued that some of the special assignments take months of training and it would be expensive and inefficient to remove an officer from a job just at the point that person is at the peak of their effectiveness. The chief maintained that the officers in traffic enforcement have traditionally held that job for long time periods. Finally the city contended that these special assignments exist to serve a need in the community and not to be a training ground for

patrol officers. For all of these reasons the city asked that the status quo be maintained.

E) Award:

The union's proposal is impractical for such a small unit. It also ignores the extent of training needed for some special assignments and the inability of some officers to effectively perform some specialized work.

ADOPT CITY'S PROPOSAL:

Decent RLS

Steele

yes BAB

Brown

yes NAA Huebler

Huebler

7) PROMOTIONS - ART. XVII:

A) Existing contract language:

(a) Vacancy. If a promotional vacancy exists with the Department, the Commission must initiate action as soon as possible to fill the position. All tests given shall be validated tests.

(b) Basis of Promotion. Promotions within the bargaining unit shall be made on the basis of seniority, competitive examination, oral interview and work performance, as outlined in the Departmental Orders. The member scoring highest on the combined phases shall be promoted to the position.

(c) Vacancies Posted. Job vacancies shall be posted on the Association board by the Commission of Public Safety for a period of at least fourteen (14) days, showing the time, place and purpose of the examination.

(d) Eligibility List. The Commission of Public Safety shall

establish an eligibility list on all promotional examinations for a period of six (6) months from the date of said promotion, to include all members who passed the written examination. Should a vacancy occur during the existence of an eligibility list, the Commission shall fill the vacancy from the said list.

Any member on probation or suspension for a proven unappealed disciplinary action will not be eligible for promotion.

(e) Revert Back. During the probationary period, the member shall have the opportunity to revert back to his former classification without prejudice.

(f) Trial Period Pay. During the trial period, the member shall receive the minimum rate of pay for the job which he is performing.

(g) Promotional System

(1) Program Objectives. This promotion plan is designed to: a) Provide an effective, fair method of selecting employees for promotion. b) To provide the department a choice from among the best qualified candidates and assure effective utilization of employees. c) Insure the consideration as given to each qualified applicant who indicates interest without regard to personal favoritism or consideration of race, color, religion, sex, age or national origin. d) Establish procedures for the evaluation of candidates for promotion. e) Provide incentive for self improvement of employees. f) Establish clear procedures for operation of the promotional plan.

(2) Procedures for Merit Promotion Plan. a) The

Employer will make promotions within the bargaining unit from those employees who possess the general qualifications and training necessary for the position under consideration. b) All promotions which are of a permanent nature shall be based on the following factors: (1) They shall be on a competitive basis. Employees must have a minimum five (5) years seniority as a police officer with the City of Lincoln Park.

(3) Promotional Scoring. An eligibility list will be created based upon the scores of competing candidates which shall be made up of the following: a) Written Examination. Each candidate will receive points on the written examination based on 70% of the total number of correct answers achieved. The written examination shall be a validated test obtained through the International Personnel Management Association (I.P.M.A.). At the conclusion of the promotional examination process, each candidate shall receive in writing a breakdown of all points in each category, i.e. test score, chief points, seniority points. The Chief may be questioned concerning the basis of his evaluation points, provided that a member may not challenge the Chief's evaluation points through the grievance procedure. b) Seniority. Each candidate will receive points equal to one (1) point for each year of seniority on the Lincoln Park Police Department. c) Chief's Evaluation Points. Each candidate will receive points up to a maximum of fifteen (15) awarded by the Chief of Police based upon the following criteria: (said points shall be given prior to administering the written examination.)

(1) Personality Traits. Personality traits shall be defined as those traits which are desirous in the law enforcement profession. Included in this category are friendliness, sincerity, empathy, energeticness, self assertiveness, honesty and intelligence.

(2) Aptitude. Aptitude shall be defined as possessing the skills and talents necessary to perform, or be trained in, law enforcement functions. Aptitude traits would include, firearms, proficiency, operation of police vehicle and equipment, and physical coordinator and dexterity.

(3) Attitude. Attitude shall be defined as such traits as open-mindedness, cooperation, ability to work effectively with citizens, fellow officers, City officials and officials from other law enforcement agencies.

(4) Job Skills. Job skills shall be defined as those skills necessary in performing routine and complex police tasks, such as report writing, patrol procedures, traffic law enforcement, criminal investigation, accident investigation and knowledge of city ordinances and rules and regulations.

(5) Education. Education shall be defined as advanced learning derived from approved college courses in the criminal justice field, but shall further include seminars and in-service training programs which have been taken by the officers. Consideration will be given to all officers as to this category that have indicated a willingness and desire to attend technical seminars and training programs.

(6) Other Personality Traits. Other personality traits shall be defined as those traits possessed by officers in addition to the traits indicated in Section 1 of this Article and shall include, but not limited to, initiative, leadership ability, willingness to accept responsibility and other similar traits.

(h) Association Official Present. An association member, designated by the Association who is not a candidate for promotion will be present at the written tests. TESTS SHALL BE SCORED BY AN OUTSIDE AGENCY.

(i) Examination Given While on Duty. Members eligible to participate in any Departmental examination for promotion, such examination being given while said members are on duty, shall not have time taken away from them for having participated in any such examination; but said members shall be credited the same as if they were actually on duty.

(j) Special Badge. All present and future members of the Police Department who have successfully completed five (5) years of service with the Lincoln Park Police Department will be awarded a badge signifying the officer as a senior patrolman. Compensation for experience is accommodated through the longevity pay schedule.

(k) After fifteen (15) years, members will be eligible to wear chevrons as agreed between the LPPOA and the Police Chief.

B) The city's final offer of settlement:

The city offers the current contract language.

C) The union's final offer of settlement:

The Union proposes to modify Article XVII of the collective

bargaining agreement as follows:

Article XVII - Promotions.

(a) Vacancy. If a promotional vacancy exists with the Department, the Commission must initiate action as soon as possible to fill the position. All tests given shall be validated tests.

(b) Basis of Promotion. Effective upon the issuance of this arbitration award, promotions from within the bargaining unit shall be made on the basis of seniority as defined in Article II, with qualifications. Such qualifications shall be agreed upon by the Police Chief and the Union pursuant to bargaining obligations under the Public Employment Relations Act. Such promotional qualifications shall be reasonable, relevant, objective, non-arbitrary and non-competitive. No senior employee eligible for promotion shall be by-passed unless he shall be affirmatively disqualified for cause by the Police Chief with reasons therefore stated in writing. Until the qualifications are agreed upon, promotions shall be made by strict seniority. If the most senior employee declines a promotion in writing that employee would remain eligible for the next promotional opportunity.

(c) Revert Back. During the probationary period, the member shall have the opportunity to revert back to his former classification without prejudice.

(d) Trial Period Pay. During the trial period, the member shall receive the minimum rate of pay for the job which he is performing.

(e) Special Badge. All present and future members of

the Police Department who have successfully completed five (5) years of service with the Lincoln Park Police Department will be awarded a badge signifying the officer as a senior patrolman. Compensation for experience is accommodated through the longevity pay schedule.

(f) After fifteen (15) years, members will be eligible to wear chevrons as agreed between the LPPOA and the Police Chief.

D) Discussion:

The union states that the promotion system it has proposed is equitable in that it awards a patrol officer for years of loyal service and it insures that command officers will be experienced and knowledgeable. The union said that under its approach a patrol officer would be promoted on the basis of seniority with qualifications. The chief and the union would work out a set of qualifications, the union explained, but these qualifying factors must be objective, non-arbitrary, relevant, reasonable and non-competitive. Until and unless the union agreed on the new qualifications all promotions would be made on the basis of seniority. The union added that it seeks to deter the promotion of a young officer over more senior officers because the less experienced sergeant will create morale problems. Further, the union claims that the current system is based on arbitrary measures. For example, the test exam results are weighted too heavily and the length of service time is not weighted heavily enough. Finally, the union claimed that the 15 points awarded by the chief are all for very subjective factors. The police officers

said they seek a promotional system like the one now enjoyed by the fire fighters as that negotiated plan has worked well for the city. For all of these reasons the union asks that its' non-economic proposal be adopted by the panel.

The city opposes the changes proposed by the union because all promotions would be made in strict seniority until qualifications are agreed upon between the chief and the union. The employer argued that by refusing to agree to what are "relevant", "non-competitive" qualifications the union could continue under a strict seniority promotional set-up. The city explained that the promotional program used in the fire department took a year to negotiate and it has twelve pages of qualifications and certifications and so the patrol officers do not want what the fire fighters have. The department asserted that the most competent patrol officers should be promoted to sergeant and to do otherwise would be a disservice to the citizens of the City of Lincoln Park. The current promotional provision in the labor agreement was negotiated by the union in prior bargaining sessions. It recognizes that only one of the top eight most senior patrol officers had a college degree, a present requirement for all recruits. For all of these reasons the city asks that the status quo be maintained in Article XXVII.

E) Award:

The panel recognizes some of the points raised by the union but the union's changes are too sweeping. The panel exercises its authority to draft its own award. Therefore, the Chief's points in

Section 3 shall be reduced to 10 and a joint committee formed to review and revise the criteria to be used by the Chief. These recommendations must be submitted to the parties within six months of the date of this award.

ADOPTS PANEL'S AWARD:

James D. S.

Steele

Yes Bob

Brown

Yes R. Huebler

Huebler

B. City's Issues:

1) Longevity - Article VII (Sec. 4):

A) Existing contract language:

Members shall receive the following annual longevity payments based on the employee's date of employment with the city:

1 to 5 years	1% of base pay
6 to 9 years	2% of base pay
10 to 14 years	3% of base pay
15 to 19 years	4% of base pay
20 years and over	5% of base pay

Longevity payments shall be made to each employee in a separate check on the 15th or 30th of the month after the member's anniversary date.

Employees hired after July 1, 1988 will receive the following annual longevity payments, based on the employee's date of employment with the city:

2 to 5 years	1% of base pay
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6 to 9 years	2% of base pay
10 to 14 years	3% of base pay
15 to 19 years	4% of base pay
20 years and over	5% of base pay

B) The City's final offer of settlement:

AMEND SECTION 4 BY ADDING NEW SECTION AS FOLLOWS:

Notwithstanding the above, effective July 1, 1994, and thereafter the amount that an employee receives for longevity shall be the same as they received during the contract year of 7-1-93 thru 6-30-94.

C) The Union's final offer of settlement:

Maintain status quo.

D) Discussion:

The city proposes that all longevity payments would be frozen on July 1, 1994 to the amount an employee received in the previous contract year. The city argued that the AFSCME units and the department heads had agreed to this effective on July 1, 1993. These units also granted concessions about their clothing allowance. The city explained that it wanted to end the automatic increases in longevity pay which had occurred every time there was an increase in the base wage. The employer also pointed out that the Lincoln Park longevity payments were at the top of the list of other comparable cities for the amount of this benefit payment.

The union opposed this change and they supported maintaining the status quo. The longevity payment should be a percentage of base wages, it was argued, and the city's proposed change would

eliminate a patrol officers ability to earn longevity payments based on the number of years worked for the city. The union stated that employees hired in the last two years would get no longevity. Also it said that the comparables do not support the city's proposal in that the Lincoln Park command officers and fire fighters also receive longevity compensation as a percentage of base salary. The union also pointed out that the Dearborn Heights police officers also provides for longevity payments as a percentage of base pay based on years of service and the Dearborn police receive a higher longevity payment.

E) Award:

The panel recognizes that there must be some recognition of the city's fiscal situation and therefore the city's proposal was strongly considered. However, a two tier system was adopted by the parties in the last contract. Further, the city's proposal would exclude 9 officers from any longevity payment and all new hires would never receive this benefit. For these reasons the status quo must be maintained.

ADOPT UNION'S PROPOSAL:

Approved! [Signature]

Steele

Yes Bob [Signature]

Brown

No [Signature]

Huebler

2) Medical Insurance - Article VIII

A) Existing contract language:

Section 1 - Medical Insurance

(a) Hospitalization Insurance. The City shall provide for

all employees and eligible members of an employee's family, the following insurance coverage: Blue Cross/Blue Shield MVF 2, Master Medical, Option III, with a \$2.00 Deductible Prescription Rider, Medical First Aid Rider with reciprocity agreement and reasonable and customary costs for doctor fees (FAC-RC).

B) The city's final offer of settlement:

ADD: Effective upon execution of this agreement, Blue Cross/Blue Shield coverage shall be changed to MVF-1, with convalescent care rider and shall include Master Medical III with \$100.00 deductible for single persons and \$200.00 deductible for family subscribers, and ML, \$5.00 deductible drug rider, Medical First Aid Rider with reciprocity agreement and reasonable and customary costs for doctor fees (FAC-RC).

C) The union's final offer of settlement:

Add new subsection (c): (c) Effective thirty (30) days after the issuance of this award, the Blue Cross/Blue Shield coverage shall be modified to include Master Medical Option II with \$100.00 deductible for single person and \$200.00 deductible for family subscribers and a \$5.00 co-pay prescription drug rider.

D) Discussion:

The city seeks to change the level of health care insurance from MVF 2 to MVF 1 and to raise deductible for Major/Master Medical and for prescription drugs. The employer noted that the union's proposal was similar but it provided for a 90%-10% co-pay while the city's proposal would preserve the 80%-20% co-pay that now exists. The city argued that its proposal is the same language

used in the AFSCME contracts and the city indicated that its appointed officials co-pay 30% of their monthly premiums. The city asserted that the deductibles under their plan were under the average of that used in comparable cities. The city of Lincoln Park pays more health insurance costs (\$7,300) than do most other comparable communities, it was contended, and the city's proposed changes would save at least \$300 per employee in the 3rd year of the new contract.

The union also proposes a change in the city's health insurance coverage in the third year of the term of the collective bargaining agreement. The union claimed that the city's proposal would decrease coverage to MVF-1 which eliminates convalescent care, outpatient psychiatric care and pre & post-natal benefits. The city did not show how the new plan it proposes has any external comparables. On the other hand the union's proposal does provide increased deductibles, it was contended, and the co-pay on prescription drugs is increased from \$2 to \$5. The union asserted that this shows the union has made a legitimate attempt to provide cost savings to the city. For all these reasons the union argued that its last offer should be accepted.

E) Award:

The union's proposal seems to best comport with the criteria of Section 9 of the Act and so it is adopted by the panel.

ADOPT UNION'S PROPOSAL:

Approved? *RLS*

Yes *BLB*

No *RAHuebl*

Steele

Brown

Huebler

3) Health Insurance - Article VIII

A) Existing contract language:

(See item No. 8 above)

B) The city's final offer of settlement:

Amend Section 1 as follows: Add new section (c):

(c) Employees hired after execution of this agreement, will be provided with Blue care network or health alliance plan, which coverage shall be the equivalent of the Blue Cross/Blue Shield plan, unless such member wishes to pay the difference between this HMO and Blue Cross/Blue Shield premiums through payroll deductions to purchase Blue Cross/Blue Shield Insurance.

C) The union's final offer of settlement:

The union proposes that the status quo be maintained. NOTE: The same changes as the Union proposed in health insurance for current employees would apply.

D) Discussion:

The city has proposed that there be a two-tier health insurance plan for this bargaining unit. There would be a health maintenance organization (HMO) plan for all new hires while the existing employees would continue under the traditional plan. The city indicated that all three AFSCME units have a similar program for the new employees and the savings are expected to be more than \$7000 per year per employee. The city noted that the coverage is the same and there are no deductibles under the HMO plan and so there would be no reduction in benefits for the new employee. The

city argues that without this change it will have the highest costs of all thirteen comparable communities.

The union argued that the HMO would dramatically reduce the choice of physician for a patrol officer and thus new employees would suffer reduced services compared to the superior services offered to a more senior officer doing the same job. The union contended that such a two-tier approach is rare in comparable cities. For all of these reasons the union asked that the status quo be maintained.

E) Award:

The panel finds that the health insurance benefits will be the same for all employees but the new employees will simply have a different kind of carrier with less choice of physicians.

ADOPT CITY'S PROPOSAL:

Decent ELB

Steele

yes BWB

Brown

yes RH Huebler

Huebler

4) Pensions - Article VII

A) Existing contract language:

The current pension provisions apply to all bargaining unit employees.

B) The city's final offer of settlement:

Article VII, Section 11: Employees hired after July 1, 1993 pension shall be determined as follows: An employees pension shall equal one (1%) percent for the first five (5) years of service and two and one-half (2 1/2%) percent thereafter of his/her final

average compensation multiplied by the number of years of credit service to a maximum of seventy (70%).

C) The union's final offer of settlement:

The union proposes that the status quo be maintained.

D) Discussion:

The city maintained that the service credit for each new patrol officer should be only 1% a year instead of the 2.5% that is now in place. This change would eventually save the employer 36% a year per new hire. There would be no change in pension credit accumulations for the current members of the bargaining unit. The city indicated that it has a two-tiered pension program in place for other internal units of city employees. The city acknowledged that the replacement of some city personnel will soon result in a savings in excess of \$350,000 but they said that this money would help defray other increased costs.

The union opposed the city's proposal to reduce the pension benefit to newly-hired patrol officers. The union stated that eventually the new employees would accumulate seniority and then they would work next to another officer who performed the same work but who received greater compensation. The union argued that the decrease in the multiplier from 2.5% to 1% and this would dramatically reduce retirement income. The union also noted significant differences between reported and actual city contributions to the pension fund over the last three years as follows:

Reported

Actual

1991	25.94	20.59
1992	24.47	18.69
1993	25.25	15.09

The actual 1993 contribution rate of 15.09% will only be increased if the City Council fails to approve a plan to begin pre-funding health insurance for retirees. Thus, in terms of its 1993 actual contribution rate, the City's rate is lower than the average comparable city contribution of 15.35. While the City has a lower than average contribution rate, the Lincoln Park Patrol Officers have a higher contribution rate for pension earnings than every other comparable Patrol Officer. Further, the city has also granted the municipal employees group the opportunity to receive greatly enhanced pension earnings of 2.75%. For all of these reasons the union asked that the panel reject the city's proposals.

E) Award:

The city's proposal would be particularly devisive and it would lead to internal strife. The pension plan has proven to be less expensive than anticipated and the city did not establish the need for such an extreme measure.

ADOPT UNION'S PROPOSAL:

<u>Approved</u> <u>215</u>	<u>Yes</u> <u>PCB</u>	<u>No</u> <u>SA Huebler</u>
Steele	Brown	Huebler

5) Minimum Manpower - Art. XII:

A) Existing contract language:

(f) The minimum of patrol officers working on a platoon at

the start of the shift shall be: 1) Six (6) patrol officers on the day shift. On Sunday, there shall be five (5) on duty. 2) Eight (8) Patrol Officers on the afternoon shift. On Sunday, there shall be seven (7) on duty. 3) Seven (7) patrol officers on the midnight shift. 4) In the event the City utilizes qualified civilian dispatchers, each shift minimum shall be reduced by one patrol officer, except if Patrol Officers are assisting in the training of civilian dispatchers.

B) The city's final offer of settlement:

(f) The normal minimum manpower of patrol officers working on a platoon at the start of a shift is as set forth in sections F (1), (2), (3) and (4) below. However, the Chief or his designee shall have the discretion to work with one less officer on a shift than is set forth below if an officer scheduled to work on that shift is off-duty due to illness or injury, use of emergency personal leave day or bereavement day.

C) The union's final offer of settlement:

Article XII, Working Conditions, Section F. The Union proposes that the status quo be maintained.

D) Discussion:

The City proposes that the Chief be given the discretion to work with one less officer on a shift if the officer who was scheduled to work is off due to illness or injury, the use of personal leave or a bereavement day. The city asserted that the reduction in staff should not result in any unsafe situations because other cities can provide help under the Downriver mutual

aid pact. The city maintained that the majority of comparable cities do not have minimum manpower requirements or their limitations are less restrictive than those followed in Lincoln Park. For all of these reasons the employer asks that its offer on this issue be adopted by the arbitration panel.

The union asserted that the city's proposal would reduce the current staffing levels by one officer on each shift. The union said it supported the maintenance of the status quo because it had agreed to reduced staffing levels in 1989. The current levels are now less than they were in 1970, the union said, even though the patrol officers responded to 27% more calls in 1992 than they did in 1982. The union asserted that there would not be any significant savings in overtime payment and the understaffing would result in unsafe conditions on the street for the patrol officers. It was said that many runs require the presence of two patrol officers and an incident can take 45 minutes to handle. For these reasons the union asks that the city's proposal be rejected by the arbitration panel.

E) Award:

The city's proposal does not mandate the reduction of one patrol officer a shift. Rather it gives the department the discretion to not replace one absent officer if conditions warrant that action. This same discretion exists today for part of a shift. Also the parties have already agreed to this sort of staffing on Sundays because of a reduced call for service on that day. When the workload is higher there should be continued regular

staffing but when a replacement is not necessary the city should be able to save the additional overtime pay required by the current minimum manning requirements. The dispatcher agreement for the last contract did not affect the number of officers on the street. As personnel costs rise and funding sources decrease the department must be given the discretion to save funds whenever it is possible. The panel does not conclude that this change in minimum manning will create unsafe conditions. For all of these reasons the city's final offer of settlement is adopted by the panel.

ADOPT CITY'S PROPOSAL:

Deane Steele
Steele

Yes Bob Brown
Brown

Yes Jeff Huebler
Huebler

6) Book Time - Art. IV:

A) Existing contract language:

Section 2 - Overtime

(a) Overtime is any period of duty of a minimum of fifteen (15) minutes in excess of a member's daily tour of duty. Overtime pay shall include applicable shift differential. Such excess period must follow the member's regularly scheduled daily tour of duty.

(b) All overtime shall be paid at the rate of one and one half times (1 1/2) for all time worked in excess of such daily tour. Any overtime worked up to midnight Sunday, and submitted no later than 9:00 A.M. Monday morning of pay week, shall be paid in

that pay period.

(c) On completion of any overtime period worked, a member may indicate to the record officer in charge whether he elects to be paid for such overtime or to take time off in lieu; whereupon the record officer in charge shall enter the member's election in the records provided therefore.

B) The city's final offer of settlement:

Amend Article IV - By deleting Section 2 (c) and amending as follows: Effective upon the execution of this agreement, all overtime shall be paid in cash only and members will only be allowed to use book time that they had already accrued prior to the execution of this agreement.

C) The union's final offer of settlement:

The union proposes that the status quo be maintained.

D) Discussion:

The city proposes that the "book time" payments to patrol officers be eliminated. The officers would be paid for all overtime worked under this change and it would end the problems that have arisen with scheduling days off to use up accumulated book time. The city also noted the increasing cost for the use of book time as the time is often used at a higher rate than the rate at the time it was earned. The city asked that the panel award the city's last best offer on this issue.

The union objects to this proposal because the parties had only recently negotiated a 160 hour cap for this benefit and that figure is well under the maximum allowed under the FLSA. The union

also asserted that the use of book time saves the city money because it is received in lieu of cash compensation and the taking of a day seldom results in overtime. The union challenged the city's claim that keeping track of book time was a "bookkeeper's nightmare" as it is done easily by the chief's secretary. Finally, the union stated that 10 of the 13 comparable cities allow the option of booking time rather than taking cash payment for overtime. For these reasons the union asked that its last best offer be accepted by the panel.

E) Award:

The panel finds no basis to now alter the "book time" option for overtime work. The parties recently negotiated a new cap on this benefit and the department can limit the use of such time. The comparables support the union's position.

ADOPT UNION'S PROPOSAL:

Approved ELs

Steele

Yes BUB

Brown

No RA Huebl

Huebler

7) Reserves - Article XII

A) Existing contract language:

(j) Police Reserve Officers who ride in police cars as a part of their continued training shall ride with a Command Officer.

B) The city's final offer of settlement:

Amend Section (j) as follows: Police Reserve Officers who ride in police cars as a part of their continued training shall ride with a Command Officer or Police Officer.

C) The union's final offer of settlement:

Article XII, Working Conditions, Section (j). The union proposes that the status quo be maintained.

D) Discussion:

The city seeks to have a reserve officer ride in a police vehicle to observe the city from a policeman's perspective. The city explained that it has no intention of using the reserve officers in the place of the patrol officers and the training of the reserves would actually be a benefit to the city and the patrol officers. For these reasons the city asks that its last best offer be adopted by the panel.

The union opposes the use of patrol officers to train the volunteers used as police reserves. The command officers have this responsibility, the union said, and it is improper to expect a patrol officer to undertake this responsibility. The union asserted that it did fear that there would be regular bargaining unit work lost to the reserves who volunteer their services. These reserve officers wear uniforms and carry weapons and they have been used in emergencies and on foot patrol. The union sees expansion of the use of the reserves and this subject is currently the topic of an active grievance. For all of these reasons the union requests the panel to reject the city's offer.

E) Award:

The city has not shown a pressing need to alter the status quo involving the training of reserves. The city has phrased the reservists role as being one of "observation". However, the

addition to the contract indicates that the reservists time in the police car is to be part of ". . . their continued training. . .". The patrol officers are not supervisors and they should not be required to assist in the training of those individuals about whom they have grieved are doing their work. For all of these reasons the city's proposed addition to the contract must be rejected.

ADOPT UNION'S PROPOSAL:

Approved Steele

Steele

Yes Brown

Brown

No Huebler

Huebler

8) Two Man Cars - Art. XII

A) Existing contract language:

(h) Except for the established usage of 1 two man car during daylight hours, the practice shall be to utilize one man cars during the day whenever practical in the Employer's opinion. However, two man cars shall be the standard practice commencing at 7:00 p.m. or the coming of dark, whichever occurs later. However, in unusual circumstances which require additional coverage, one man cars may be used.

B) The city's final offer of settlement:

Amend Section (h) as follows: (h) There will be 1 two man car assigned to each shift. All other Officers shall work one man cars, unless ordered otherwise by the Chief of Police or his/her designee.

C) The union's final offer of settlement:

Article XII, Working Conditions, Section (h)

The union proposes that the status quo be maintained.

D) Discussion:

The city proposed that only one two man car be required on the afternoon and midnight shift. That is currently the requirement for the day shift and it would be continued. The city asserted that it could double the patrol officer coverage after dark if the department could use more single unit cars. There would still be two officers responding to dangerous calls but one officer could take care of the many routine calls that do not require two police officers. The city noted that no other comparable community had the two man car requirements now found in the Lincoln Park agreement. The city added that many comparable cities do not use two man cars at all. The city challenged the union's claims of the unsafe conditions that would result from one man cars. For these reasons the city asks that the panel award the city's last best offer here.

The union contended that the status quo is essential to provide maximum safety levels for the city's patrol officers. The officers who work after dark would face a much greater risk of death or injury if they were required to work alone, the union said, and such injuries often occur because there is a delay in the arrival of a backup unit. The fact that there is an automatic backup with a two man crew discourages would-be assailants, the union argued. The city did not prove that one man cars were more efficient and so unproven efficiencies must be balanced against the

patrol officer's safety. The union contended that it is not possible for a lone officer to safely handle certain violence-prone situations. The union noted that even a simple traffic stop can be very dangerous if an officer is working alone. The union maintained that several of the comparable cities regularly staff two men cars even though they are not contractually required to do so. For all of these reasons the union requests that the status quo be maintained.

E) Award:

The panel was convinced that the city should be allowed greater flexibility in the use of two man cars. The use of back up runs by other Lincoln Park cars any by neighboring cities can provide sufficient safety for the patrol officers in one man cars. Comparable cities supported the city's proposal.

ADOPT CITY'S PROPOSAL:

Decent RLB

Steele

Yes BJB

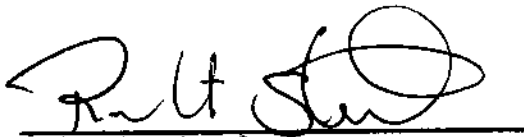
Brown

yes RHH

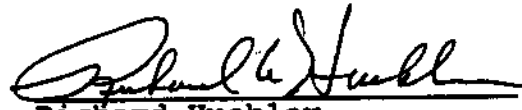
Huebler

9. SUMMARY OF AWARDS:

This arbitration panel appointed by the Michigan Employment Relations Commission pursuant to Act 312, PA of 1969 as amended (MCLA 423.231, et. seq.) does hereby adopt the overall opinion and award set forth above, noting that the panel members representing the parties have dissented on certain issues. This award will be promptly transmitted to the Commission in accordance with the statute.



Robert Steele
Union's Delegate



Richard Huebler
City's Delegate



Barry C. Brown, Panel Chairman

APPENDIX A

CITY OF LINCOLN PARK
TOTAL CASH COMPENSATION
LAST BEST OFFERS

Time Period: FY 1994-95

ELEMENTS OF CASH COMPENSATION	UNION DEMAND 5 YEAR	CITY OFFER 5 YEAR	UNION DEMAND 10 YEAR	CITY OFFER 10 YEAR	UNION DEMAND 15 YEAR	CITY OFFER 15 YEAR
Base wage	\$39,626	\$38,749	\$39,626	\$38,749	\$41,025	\$40,142
COLA	\$ 1,040	\$ 874	\$ 1,040	\$ 874	\$ 1,040	\$ 874
Shift	\$ 245	\$ 245	\$ 245	\$ 245	\$ 245	\$ 245
Longevity	\$ 396	\$ 362	\$ 1,189	\$ 1,085	\$ 1,641	\$ 1,501
Holiday Pay	\$ 2,981	\$ 2,915	\$ 2,981	\$ 2,915	\$ 3,086	\$ 3,020
Gun Allow.	\$ 1,189	\$ 1,162	\$ 1,189	\$ 1,162	\$ 1,231	\$ 1,204
Clothing Allow.	\$ 325	\$ 325	\$ 325	\$ 325	\$ 325	\$ 325
Cleaning Allow.	\$ 338	\$ 338	\$ 338	\$ 338	\$ 338	\$ 338
	\$46,140	\$44,971	\$46,932	\$45,694	\$48,931	\$47,649