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IN AN ACT 312 OF 1969 PROCEEDING
UNDER THE AUSPICES OF THE MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

CITY OF LINCOLN PARK,

AND

Case No. D78-D1091

LINCOLN PARK POLICE COMMAND
OFFICERS ASSOCIATION. 9/21/79 /

Hearings Held July 16, 1979 and August 30, 1979

Before John B. Kiefer, Chairman
Appointed by the Michigan Employment
Relations Commission
Daniel W. Potter, City of Lincoln Park Delegate
Joseph Vago, Lincoln Park Police Command Officers
Association Delegate
Arbitration Panel

For the Association

Bernard Feldman, Esq.

Sgt. Dominick D. Roselle
Sgt. Louis Lovat
Lt. Emery Allstaedt
Members of the Association

For the City of Lincoln Park

William Bingham
Management Employee Associates
Joan Eastman, Personnel Director

FINDINGS OF FACT, OPINION AND ORDER

A prior collective bargaining agreement between these parties having expired June 30, 1978 and collective bargaining and mediation having been engaged in by the parties in an effort to resolve the dispute revolving around a new agreement to take effect July 1, 1978, the Chairman of the State of Michigan Department of Labor, Employment Relations Commission, appointed John B. Kiefer as Chairman of an Arbitration Panel pursuant to the Police-Firefighters Arbitration Act (Act No. 312, Public Acts of 1969, as amended).

The City of Lincoln Park designated Daniel W. Potter as its delegate, and the Association designated Joseph Vago as its delegate.

City of Lincoln Park

The bargaining unit is composed of Sergeants and Lieutenants in the Lincoln Park Police Department. The City of Lincoln Park is located in Wayne County in an area known as "Down River" and is situated next to, or near, Detroit, Allen Park, Southgate, Taylor and Wyandotte. At the formal hearings held in this matter, a court reporter was present at all times and both testimony and numerous exhibits were ably presented by both sides. The parties stipulated to be bound by all of the provisions of a proposed collective bargaining agreement, marked as Joint Exhibit 2, with the exception of the provision for Wages and Longevity.

A. WAGES

The City submitted its last best offer as follows:

July 1, 1978 - June 30, 1979 - 5-1/2% increase
July 1, 1979 - June 30, 1980 - 6% increase
July 1, 1980 - June 30, 1981 - 6% increase.

The Association submitted its last best offer as follows:

July 1, 1978 - June 30, 1979 - 12% increase
July 1, 1979 - June 30, 1980 - 10% increase
July 1, 1980 - June 30, 1981 - 6.5% increase (for Sergeants)
6.94% increase (for Lts.)

Under Section 423.238 of Act 312, the Arbitration Panel is mandated to adopt the last offer of settlement which more nearly complies with the applicable factors prescribed in Section 423.239 of the Act.

There was no testimony elicited at the hearing, nor were there any exhibits offered or received in evidence, addressed to the issue of the City's financial ability to meet the costs involved in this dispute. Therefore, the Panel is limited to those other factors set forth in Section 423.239 of the Act.

The Panel is persuaded that Association Exhibits 8 and 9 best illustrate the comparison of Lincoln Park Command Officers' wages with other such officers of cities in the geographical area. If the City's offer were to be adopted by the Panel, it would place the Lincoln Park Officers near the bottom of the comparable communities. Two of the communities below Lincoln Park on the wage

scale have contracts which are expired or are due to expire soon. Obviously, the resulting wage scales for these communities will unquestionably be raised, which will place Lincoln Park substantially at the bottom of the list. The Panel could not legitimately construe the criteria in Section 423.239 as permitting such a result. Therefore, the Panel finds that the Association's last best offer more nearly complies with the relevant factors prescribed in the Act.

B. LONGEVITY

The City submitted its last best offer as follows:

1 to 5 years	1% of Detective Base Pay
6 to 9 years	2% of Detective Base Pay
10 to 14 years	3% of Detective Base Pay
15 to 19 years	4% of Detective Base Pay
20 to 24 years	5% of Detective Base Pay
25 years and over	6% of Detective Base Pay

The Association submitted its last best offer as follows:

1 through 4 years = 1%	15 through 19 years = 4%
5 through 9 years = 2%	20 through 24 years = 5%
10 through 14 years = 3%	25 years and over = 6%


The longevity benefit shall be paid to Sergeants and Lieutenants utilizing the above formula based upon the respective Sergeant's or Lieutenant's own base wages.

The Association's Exhibit 10 contained a survey of sixteen (16) communities which included the City of Lincoln Park. Eight (8) of **these communities** utilize a percentage **factor** in computing longevity allowances. All of these eight (8) communities compute the allowances on the officer's own pay. Here, the City seeks to base its computations on a detective's base pay, rather than the officer's own base pay. Except for this basis, the Association and the City have submitted nearly identical last best offers.

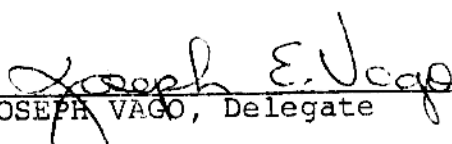
Other evidence elicited at the hearing disclosed that Lincoln Park Patrolmen and Firemen (including Command Officers) receive longevity allowances based on their own pay, rather than on some other ranking. Therefore, it seems clear and convincing

to the Panel that the Association's last best offer on longevity pay more nearly complies with the criteria prescribed in the Act.

Respectfully submitted,


JOHN B. KIEFER, Panel Chairman

DANIEL W. POTTER, Delegate


JOSEPH VAGO, Delegate

Dated: September 21, 1979.