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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
ARBITRATION UNDER ACT 312 PUBLIC ACTS OF 1969 AS AMENDED

IN THE MATTER OF:

THE CITY OF LINCOLN PARK,

Public Employer

-and-

MERC Case No. D86 E-1333

LINCOLN PARK POLICE COMMAND
OFFICERS ASSOCIATION,

Union

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FINDINGS OF FACT, OFINION AND AWARD
OF ARBITRATION PANEL

PANEL: Ildiko Knott, Chairperson
Richard A. Huebler, Employer Delegate
Peter F. Sudnick, Union Delegate

APPEARANCES

For the Employer

Kenneth D. Kruse
Attorney

Dominick Roselle
Chief of Police

Joseph Vago
Commander of Operations

John R. Kerekes
Director of Personnel
and Purchasing

Frank Ungar
Fire Chief

For the Union

Bernard Feldman
Attorney

Lt. Paul Phillips
President of Command
Officers Association

BACKGROUND

The Lincoln Park Police Command Officers Association has been the recognized collective bargaining agent for command officers (lieutenants and sergeants) employed by the City of Lincoln Park Police Department since 1978. The unit consists of twenty-one (21) members, five (5) lieutenants and sixteen (16) sergeants, uniformed and non-uniformed.

Lincoln Park is a densely populated "downriver" community with a population of approximately 45,000 in an area of about six square miles. The city has a large shopping complex but the general character of the community tends to be residential. The Police Department is headed by a Chief of Police who is assisted in the overall management of the department by a Commander of Operations and a Commander of Staff. They are members of a bargaining unit composed of chiefs, deputy chiefs, commanders, and fire marshall of the police and fire departments of the City. The command officers are responsible for the daily operations and the supervision of three permanent shifts of road patrol. Three lieutenants act as shift commanders, another is in charge of Traffic Safety and another in the Detective Bureau (divided into a regular and a youth division). The sergeants are assigned as road supervisors and as sergeants in the Detective Bureau. Patrol officers number thirty-six and are represented for collective bargaining by the Patrol Officers Association.

The most recent contract between the Command Officers Association and the City expired on June 30, 1986. After that expiration, the terms and provisions of the contract were extended by mutual agreement pending the outcome of negotiations for a new agreement covering the period from July 1, 1986 to June 30, 1989.

Bargaining impasse occurred sometime early in 1987. The parties met with a state mediator twice, once on February 24, 1987, and again on March 23, 1987, but were unable to reach agreement on the remaining issues in dispute.

The Union petitioned the Michigan Employment Relations Commission on April 6, 1987, to proceed in accordance with binding interest arbitration under Public Act 312. The Chairperson was appointed on May 18, 1987, by letter from the Commission.

A pre-hearing took place on June 10, 1987, at which time a written waiver of all statutory timelines was agreed to and signed by the parties and the arbitrator. Agreement was reached that the issues cited in the petition were the complete list of issues in dispute to be presented to the Panel. These issues, as they appear in the record, are as follows:

Union Issues:

1. Parity with Fire Department Command Officers.
 - a. Holiday premium pay
 - b. Sick leave incentive program
 - c. Personal leave
 - d. Vacation carry over
 - e. Staffing
 - f. Special duty allowance
 - g. Technician certification and bonus

h. Vacation

2. Me-too on all economic changes brought about by negotiations with Lincoln Park Police Officers Association and Lincoln Park Fire Fighters Association.
3. Amendment of Article B, Section 2 regarding approval of SDO's, RPL's, CD days and SDB days.
Amendment of Article B, Section 2 regarding minimum staffing of Command Officers and procedure for overtime call-in.
4. Article 21, Section C, amendment of grievance procedure.
5. Article 26, Section 10, amendment of manner in making lateral transfers.
6. Article 30, amendment of staffing language.
7. Staffing of lock up.

City Issues:

1. Decrease differentials.
2. Decrease CDLA.
3. Prorate allowance checks under certain circumstances.

The parties agreed that tentative agreements which had been reached during their negotiations would become part of the award.

These are as follows:

LANGUAGE CORRECTION

The LPPCOA demands that any portions of the collective bargaining agreement relating to the position of "Detective" be stricken. All such clauses should be rewritten to refer to command officers (sergeants or lieutenants) "assigned to the Detective Bureau".

SENIORITY BY RANK - DEFINITION

Seniority by rank shall mean commencing from the date that a member is last appointed to said rank except as hereafter

delineated. A member who is promoted to a rank and then returned to the rank from which he came because of lay-off, economic hardship suffered by the City, or for another reason not related to discipline or the officer's own non-performance shall have his seniority by rank dated from the time of his original promotion and covering all periods for which he served in the higher rank. Where two or more members are promoted on the same date, the member highest on the eligibility list shall have the higher seniority by rank.

RULES AND REGULATIONS

The LPPCOA demands that the rules and regulations be rewritten and updated. Although there have been long term commitments by both sides to fulfill the objective of rewriting the rules and regulations those objectives have not been met in the past. The parties should make an effort at complying with their prior promises.

EXTENSION CLAUSE

In the event that negotiations extend beyond the said expiration of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract. Re-opening clause by mutual agreement.

At the pre-hearing, procedural details were agreed to including that all last best offers were to be submitted in the exact language the party wanted to appear in the contract. Hearings took place on August 19, 1987, August 21, 1987, August 31, 1987, September 11, 1987, October 8, 1987, and November 11, 1987. Both sides had full opportunity to be heard and to place on the record material and factual evidence to advance their case. The Panel met and deliberated and, at times, sought additional information from the parties on March 25, 1988, March 31, 1988, and June 10, 1988.

It was stipulated at the first hearing that anything which was not in dispute would continue in effect from the old contract.

The designation of the issues as economic or non-economic was made by stipulation of the parties and the Panel concurred.

The characterization of two items was in dispute and the parties requested that the Chairperson on their economic or non-economic designation. These issues were U-10 (Lateral Transfers) and Union-12 (Staffing Minimum). Based on the record, the chair ruled both as non-economic.

It should be noted, that wages were not an issue of dispute as the Command unit's salary is determined by a per cent differential of police officers' wages.

The parties are also in accord on the duration of the Agreement. It is to commence July 1, 1986, and to expire June 30, 1989. Economic benefits are to be retroactive to the starting date.

The following are the findings, opinions, and awards of the Panel's deliberation which were concluded and signed on June 10, 1988.

THE CRITERIA

Act 312 of Public Acts of 1969, as amended, Section 9 (MSA 17.455(39); MCL 432.239) enumerates specific factors which must be considered by the panel in arriving at its conclusions. These criteria are:

Since 312 Arbitration is a matter of state statute, the Arbitration panel's findings and orders and factors to be considered are strictly governed by M.C.L.A. 423.239, as follows:

Section 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

(a) The lawful authority of the employer.

(b) Stipulation of the parties.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those 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.

The panel gave careful and thorough consideration to the entire "compulsory checklist" so that the award represents the end result of an examination of the totality of factors as they were applicable to the contested issues. No one factor was determinative in choosing between the parties respective positions.

There is little doubt that comparisons were the predominant criteria in the parties' presentations. Although disagreement as to what constitutes legitimate comparisons were put forth, the arbitrator determined, based on the evidence presented, the appropriateness of comparisons adduced by the parties.

Prevailing practice is probably the most extensively used criterion in the negotiations process as one group compares its demands to completed collective bargaining agreements of others. Such a comparison offers an objective yardstick. It is most helpful to negotiations and to arbitrators if the parties can agree on the comparables to be used. The record shows that, regrettably, no real attempt was made by the parties, either in negotiations or in preparation for arbitration, to agree on the external or internal comparables.

The Employer chose as its comparables five communities: Allen Park, Southgate, Taylor, Trenton, and Wyandotte. These were

selected primarily for their geographic proximity, population, and the fact that they, with Lincoln Park, are part of the Downriver Mutual Aid Pact which includes seventeen communities stretching from Lincoln Park to Flat Rock. Allen Park, Southgate and Wyandotte each shares a common boundary with the city of Lincoln Park. In population, Taylor is largest at 77,568, and Allen Park, Wyandotte, Southgate (in that order) are smaller in population than Lincoln Park. Their police departments range in size from one hundred (100) total sworn personnel in Taylor to forty-four (44) in Southgate, with Lincoln Park's sixty (60) being the second largest. Those communities substantially smaller in population, such as Melvindale, Gibraltar and Flat Rock, were not utilized in the Employer's comparisons. Those which they believed to be in financial difficulty, Ecorse and River Rouge, were also excluded.

These five communities have police command units which range in size from ten (10) to twenty-two (22). The main thrust of the Employer's comparisons was to show the relative position of Lincoln Park Command Officers in terms of total cash compensation, cost to city, and a detailed breakdown of wages and individual benefits by rank (using a 20 year lieutenant and a 15 year sergeant). The Employer's brief calls attention to the fact that these were arrived at by using 1985-1986 figures for the Lincoln Park Command unit, whereas, 1986-1987 data were used for the comparable groups.

The communities chosen seem proper based on some commonly utilized points of comparison such as demographic similarity, proximity, population, membership in mutual aid pact, size of command units, and general tax rates.

Even given some deficiencies in the City's method of gathering its information and a certain lack of expert testimony, the consistency in comparisons, especially as related to the relative compensation standing of Lincoln Park Command Officers to those in the five other communities used, was very helpful. The Union raised several legitimate questions in cross-examination of the Employer's witness, John Kerekes, but absent any concrete evidence to the contrary, the Employer's analysis of the information gathered should be accepted.

The Union did not present comparables with other communities. Its focus was on internal comparisons, which in the main were to the fire fighters contract with the city. The fire fighters unit includes their sergeants and lieutenants. Some references were made to three other bargaining units: the Chiefs, Deputy Chiefs, Commanders, and Fire Marshall unit, the Supervisory Personnel Association, and the Police Officers Association.

The Union did advance as rebuttal testimony information gathered from the 1986 Uniform Crime Report, compiled by the State Police, which shows summaries of total crime offenses, total arrests by cities and juvenile contacts made. The information prepared by

the Union from this data was to put forward the conclusion that the Lincoln Park Police Department was the busiest among the mutual aid communities, with the exception of Taylor which is four times as large in area as Lincoln Park, and whose police force is approximately 60% larger than the Lincoln Park police force.

From the crime statistics available, the Union also contended that an analysis of workload per officer in terms of total offenses, arrests, and juvenile contacts, demonstrates that Lincoln Park Police Officers had the highest workload, thus were more productive, than any of the mutual aid communities. Further, that their workload also surpassed that of Livonia, Troy, and Dearborn, communities of 80,000 population or more.

Although some serious questions were raised by the Employer through its witness, Commander of Operations Joseph Vago, regarding the methods used to collect the data base for the Uniform Crime Report, essentially these statistics were characterized by the witness to be correct with the defective information referring to Ecorse and River Rouge. Also, no specific challenge to productivity claims were raised by the Employer either in testimony or briefs.

The ability to pay was not a point of contention between the parties; in fact, the issue was not raised at the hearings. The Employer's exhibits did provide information regarding the City's

budget and financial condition which the Panel reviewed based on the statute's mandate and the public interest. However, in view of the fact that the issue was not advanced in the proceedings, a detailed analysis of the City's finances was not called for.

COMPARABLES

Essentially, neither party was able to discredit the others comparables. Both external and internal comparisons play a valid part in the negotiations and arbitration process. The external comparisons are best made with employees performing similar functions and services. Internal comparisons are normally used to show how an employer treats one of its employee groups vis-a-vis other of its employee groups -- in other words, internal comparisons are usually made to show inconsistent or disparate treatment. Intra-city comparisons of bargaining units performing different services are valid only insofar as they can demonstrate whether one unit is being substantially excluded from gains made by all or most others.

In its brief, the Union stressed that the "fairness and equity" its members seek is "only achievable if the panel looks at the evidence of what fire fighters receive in the City of Lincoln Park."

To the contrary, it is the opinion of the Chairperson that the Union in this arbitration disadvantaged itself by confining its presentation primarily to a comparison to fire fighters in the

City of Lincoln Park. It is incumbent on the party wishing to make the comparison to provide reliable information as to why a certain job content is to be treated as similar to another. Such was not persuasively provided by the moving party, the Union.

It's claim that commanders should be compared to fire fighters rests on the fact that both are engaged in public safety work, are under Act 312, share in a pension fund, and are under the same administrative rules. These factors are certainly true, and one can add that both units protect and serve the public.

However, whether these factors, by themselves, establish a degree of similarity sufficient for the Panel to conclude that all benefits derived from their bargaining agreements should be identical is very doubtful.

In the opinion of the Chair, job content, work schedules, and bargaining history are more compelling in establishing the much higher degree of similarity needed to warrant such conclusion.

In this case, the bargaining history of the parties is very enlightening. As one examines the patterns established in the negotiated agreements between the parties regarding the relationships between command officers, patrol officers, fire fighters, and other bargaining units in the city, three patterns are clear: (1) The parties have contractually established a linkage between police officers and command officers whereby command officer pay is based on a differential of police officer

pay, a 20% differential for sergeants and a 30% differential for lieutenants. (2) There is a contractual recognition in Article VII. Section 1, Wages and Benefits, of the legitimacy of internal comparisons. And, (3) there is a bargaining history which has made the Lincoln Park Command group a leader in both wages and benefits among comparable communities. Absent a significant change in circumstances, there would be very little reason to upset these collective bargaining patterns which had been arrived at voluntarily by the parties.

There is no dispute that police officers and fire fighters perform different services. Union witness Lt. Phillips, Employer witnesses Police Chief Roselle and Fire Chief Ungar all testified that the jobs were completely different. If the Union's entire case can be summarized, as it points out in its brief, "through the testimony of the City of Lincoln Park's highest ranking police officer, Dominick Roselle," that testimony underscored that he believes not only in better pay for police officers, but also that police officers' responsibilities and knowledge cannot be compared to fire fighters. Thus, what the Union has characterized in the negotiations and arbitration as equality, equity, or parity with fire fighters must be looked at not as a quest to be comparable to a group performing similar services, but simply wanting to have what the fire fighters have--in their own words from the petition, "me-too."

As previously stated, internal comparisons are not only inevitable but have a proper place in negotiations and, hence, in 312 arbitration. They may be used to demonstrate inconsistent treatment of one bargaining unit vis a vis other bargaining units. For example, if five bargaining units working for an employer rank at the top when compared with similar bargaining units in neighboring communities, but a sixth bargaining unit ranks at the bottom when compared to similar bargaining units from the same communities, an excellent case of disparate treatment could be made.

However, internal comparisons also have limitations. Bargaining units are not identical, nor are their negotiations. Each has a pattern of give and take of its own. The negotiations process must be flexible enough to recognize both similarities and differences. Neither an equal share nor equal sacrifice argument are necessarily valid ones. Each bargaining unit has its own rationale for wages and other determinations in collective bargaining. The relative worth of one occupation to another is not in the purview of this arbitrator.

What one bargaining unit might gain or not gain in their negotiations with the City depends on the particular circumstances of their negotiations, their bargaining power, their bargaining history which cannot be automatically transferred to another unit. Differentials will exist based on level of training, responsibility, skills, value to the employer,

market forces, and numerous other factors. (After all, even within their own unit, the Command Officers recognize differentials between sergeants and lieutenants.) The entire negotiations package must be taken into account and the give and take that took place cannot be retroactively evaluated by an arbitrator.

DISCUSSION AND CONCLUSIONS

At the time of submission of the last best offers the following economic Union issues remained: Holiday Pay, SLIP Program, Personal Leaves, Vacation, Education Bonus, and Parity. Three non-economic Union issues left were Grievance Procedure, Staffing--Selection of Leave Days, and Staffing--Minimum Manpower. The one Employer issue outstanding was an economic issue of Differential for Newly Promoted Members.

The Arbitrator felt it necessary to start with an examination of the issue of PARITY, since, as was previously noted, the Union used this term (at times interchanged with equality and equity) as the centerpiece of its case in the arbitration. The Union seeks to place the following language into the contract:

1. Should the Lincoln Park Police Officers Association or the Lincoln Park Firefighters Association achieve by negotiation or arbitration award any economic benefit not derived by agreement and/or arbitration between the City of Lincoln Park and the Lincoln Park Police Command Officers Association, the Lincoln Park Police Command Officers Association shall receive those same benefits increases.

2. Should the Lincoln Park Police Officers Association or the Lincoln Park Firefighters Association lose by negotiation or arbitration award any economic benefits not lost by agreement and/or arbitration between the City of Lincoln Park and the Lincoln Park Police Command Officers Association, the Lincoln Park Police Command Officers Association shall lose those same benefits.

After careful review of the evidence presented on this issue, I am at a loss to understand how this language would give the Command Unit what it purportedly desires. The proposed language, as is the language of Article VII. Section 1., is prospective by the use of the word "should". The existing language of Article VII. guarantees a re-opener in case wage or benefit improvements are granted to any employee group during the period of June 1, 1983 through June 30, 1986 (now to read July 1, 1986 to June 30, 1989) for the purpose of "negotiating language to implement the same increases for members of the association." The proposed Union language, therefore, is not merely superfluous, but indeed more restrictive by limiting the gains aspect to only the firefighters and police officers, and even more startling includes a reduction of economic benefits not currently in the Article VII. language. The majority of the Panel also agrees with the Employer that the proposed "parity" language would create a nightmare in implementation.

The current language does not guarantee parity (a term, incidentally, left undefined by the parties.) It does guarantee a maintenance of respective positions during the specific length of the contract. Limited to economic benefits, it guarantees

that should one group make new gains during this time certain, the Command Officer's contract "shall" be reopened to negotiate implementation of said benefits. The idea of negotiations over implementation recognizes and addresses the problems of inherent differences that exist among bargaining units. The clause does not presuppose that different groups are equal in all other respects at the start of their bargaining.

A very good example of this is the issue of HOLIDAY PAY where the Union wishes to alter the current method of payment of a time and one half to a 3% bonus in lieu of that holiday overtime payment. With its proposal, the Union would wipe out both legitimate differentials and bargaining history. The Employer's evidence and supporting brief regarding this issue are very persuasive in establishing that the historical difference in holiday pay is based on a special recognition of the fire fighters' unique work schedules and the disproportionate impact that work schedule has on any holiday on which they are required to work.

The record shows a clear evolution of the holiday bonus benefit for fire fighters as a succession of increases; from the 1972-1973 contract which granted a \$100 bonus in lieu of time and one half, to the 1973-1974 agreement when a 2% bonus was negotiated which stayed in effect to 1978, and, finally, a 3% bonus which has been in effect since 1978. The recognition of the unique work schedule of fire fighters is underscored in the

Chiefs' contract where according to Article V, the Fire Chief, Deputy Fire Chief and Fire Marshall are to receive a 6% bonus in lieu of holiday pay, whereas, the Police Chief and Commanders receive the 6% in lieu of a gun allowance. The Arbitrator noted in the Command Officers' contract that lieutenants and sergeants also receive a 3% bonus in lieu of a gun allowance.

Each bargaining unit, then, receives a benefit which was negotiated to fit their particular needs and circumstances. Therefore, the Union's position on this item based on claims of inherent inequity compared to fire fighters does not stand up to a close examination of either comparables or bargaining history.

On the issue of SICK LEAVE INCENTIVE PROGRAM (SLIP), the Union is seeking language to improve current terms regarding incentives to reduce absences due to illness. The current provision guarantees a one (1) day bonus to apply to furloughs if a member does not use over three (3) sick days in a one (1) year period, or four (4) bonus days if he does not use more than five (5) sick days in a three (3) year period. The Union proposes replacing this provision with language identical to the fire fighters which is based on a combination of bonus money and bonus days. Here, however, the comparison does not rest on fire fighters alone. In view of the fact that another bargaining unit, the Supervisor group, negotiated a SLIP program as part of their 1983-1986 contract, the Arbitrator finds sufficient reason to be persuaded

by the Union's position on this item. It is also not out of line with other comparables either in public or private sectors. In the Employer's own comparables, for example, Southgate has a similar program.

It is in keeping with the purposes of the language of Article VII. Section 1., that the benefit gained by a bargaining unit during 1983-1986 (since extended) should now be awarded to the Command Officers even if they "were asleep at the switch" or if the benefit slipped by them. The City's concern about additional days off in reference to this item is noted and appreciated. However, such a concern loses much of its impact as the benefit had already been granted to fire fighters and supervisory personnel. Further, that concern cannot overcome the clear intent of the parties as provided by Article VII.

In its issue of PERSONAL DAYS, the Union is proposing to add two (2) personal leave days to the existing six (6). These days currently are two (2) emergency and four (4) regular personal leave days. The Union is seeking to draw closer to the 96 hours (this computation is based on 24 hour days) which fire fighters receive in personal leave time. The Union states in its brief that it "cannot see the need for the amount of leave obtained" by the fire fighters but sees no reason why Command Officers should have less. This is a most interesting approach. The Union in essence is saying to the Panel we don't need the extra personal

time, but since fire fighters have more in this area, we also want it.

The Employer's comparisons and testimony show that the Lincoln Park Command Officers have the highest amount of personal time off compared to surrounding communities. Having acknowledged in testimony, that in personal days, Lincoln Park Command Officers get more time off than comparable personnel in other cities, the Union's position is not well buttressed. Without further compelling reasons, the Employer's offer of status quo is more in keeping with the criteria of Sec. 9. than the Union's.

The current contract language regarding VACATION DAYS guarantees a lieutenant and sergeant vacation time according to the following schedule:

1-5 years	=	20 days
6-14 years	=	22 days
15 - over	=	27 days

The Union proposal seeks to incorporate two scales:

Sergeants

1-5 years	-	22 days
6-14 years	-	24 days
15-19 years	-	28 days
20-over	-	30 days

Lieutenants

1-5 years	-	23 days
6-14 years	-	25 days
15-19 years	-	29 days
20-over	-	31 days

This proposal recognizes a rank differential which is applied in several other clauses of the contract. For purposes of comparison, we find that 15 year sergeants in comparable communities receive from 20-28 vacation days placing the

sergeants in Lincoln Park toward the top. The 20 year lieutenants receive from 25-33 days, which places the Lincoln Park lieutenants second lowest in the comparisons.

The comparisons do not take any additional bonus days for any of the communities into account.

In reviewing the police officers contract, the Arbitrator notes that the vacations are essentially the same as that of Command Officers, but that a police officer after 23 years is doing better than command unit personnel.

Using the Employer's own exhibits, then, the Command Officers' demands in this area are not unreasonable. It is "in line for giving Command somewhat better benefits and wages than patrol" and is in keeping with other collective bargaining patterns established between the parties. This still leaves the patrol officer the ability to convert more vacation hours to book time (120 hours) than command officers (80 hours).

Sufficient reasons exist for the granting of the Union's demand in this area. The Command Officers can be expected not only to retain their guaranteed relative standing, but also to make well warranted improvements in these negotiations given their undisputed productivity.

On the issue of EDUCATION BONUS, the Union is proposing new language to recognize through monetary bonuses the attainment of

college degrees, FBI Academy completion of training, or Northwestern University Command and Staff School Training. The Union withdrew its demand for technological bonuses.

There is no doubt that the Employer and the public benefit from the continued education and training of its employees. There is a contractual recognition of this in the Employer's reimbursement program. The officer remains on payroll while attending school and the Employer pays his tuition, as well as for housing and food expenses as necessary. Further, the additional education is credited in granting Chief's Evaluation points under the Command personnel promotion system.

In this area, no prevailing practice was demonstrated as the provision advanced in the Union's last best offer apparently has not found acceptance within comparable communities. No internal comparisons exist. This would not in itself be reason enough to reject the offer, but given the totality of circumstances and the overall level of compensation of the Command Officers, the Employer's position is more the convincing.

The Employer's only remaining issue was DIFFERENTIAL FOR NEWLY PROMOTED MEMBERS. The record shows that the Employer did not present any evidence or testimony why it seeks to alter existing language of Article VII. Sec. 3 with the insertion that newly promoted sergeants, who while on probation, will receive a 15% differential instead of the current 20%.

The problem the Arbitrator had with this item was that since the issue was never brought into play during the arbitration sessions, it was impossible for the Union to offer rebuttal, and it is very hard to even speculate on its merits. No reasons were advanced to demonstrate why current language should be upset.

The remaining issues were non-economic.

On the issue of GRIEVANCE PROCEDURE, the Union advanced four areas of concern. In three of these disputed areas, the parties came in with essentially identical last best offers: That (1) the arbitrator in grievances between the parties shall be paid by the losing party; (2) the Public Safety Commission would be eliminated from the grievance procedure steps; and, (3) the parties would endeavor to select a roster of permanent umpires.

The remaining disagreement centered on the Union's proposal which would prohibit administrative imposition of punishment on a Command Officer until all appeal processes, including arbitration, have been exhausted. The last best offer makes an exception which allows management to proceed in discipline as they had previously in cases of officers accused of criminal charges, cowardice, dereliction of duty and incompetency.

The Employer argued in its brief that such additional language would undermine management's authority and would encourage arbitration. Although no comparables were presented by the

Union, the approach they seek is certainly not without precedent. After discussions with the Panel, the Chair was convinced that the Employer could accept the language after all, given the exceptions mentioned above. The Panel crafted the language of the award on this issue based on the wishes of the parties.

In its last best offer on STAFFING--SELECTION OF LEAVE DAYS, the Union sought to have first opportunity for Command Officers to select available leave days five (5) days before patrol officers would be able to do so, basing the demand primarily on rank and seniority. The Employer's offer called for two (2) additional days prior to selection by non-command officers. Given the fact that the Employer was willing to comply with the concept to this issue, the Panel essentially made its decision based on the practicalities of implementation (including that lieutenants did not normally work on weekends) and concluded that the five (5) additional days requested by the Union were the most workable and unanimously adopted the last best offer of the Union.

The Union's last best offer on STAFFING--MINIMUM MANPOWER seeks to modify current practice that subjects the Command Officers to the minimum manpower requirements of the Police Officers contract.

Lieutenant Phillips testified that Command Officers did not wish to be called in solely for the purpose of meeting that

requirement as distinct from being called to meet the demands of supervision.

The Command Unit's contract has no minimum manning clause. However, department orders require that a Command Officer be in charge of the station as a shift commander and the contract calls for a command officer to call roll. The minimum number of uniformed officers required on each shift is determined by Article XII of the Police Officers contract which calls for eight (8) uniformed personnel on the day shift (Sundays seven), nine (9) on the afternoon shift (Sundays eight), and seven (7) on midnights.

According to the Employer's testimony through Chief Roselle, a "kind of gentleman's agreement" has been in effect for six years to the effect that shift shortages are filled by calling in Command personnel on overtime. Apparently, the explicit requirements of the same Article that all vacancies as per minimum shift requirements, including those of one day's duration, shall be filled by a member of the patrol unit, have been ignored.

Chief Roselle further testified that as part of a previously negotiated settlement to upgrade all corporals to sergeants, one Command Officer would be at the station and another assigned to road supervision. Throughout the testimony and in its brief, the Employer was adamant that road supervision was crucial to the operation of the department.

The Union's last best offer would require a minimum of only one (1) Command Officer on duty for each of the three shifts, including the Traffic Division, and three (3) Command Officers of the Regular Division of the Detective Bureau. These proposed minimums would not apply in emergencies. The Employer's last best offer is current contract language.

The crux of the problem is not the calling in of Command Officers to perform bona fide supervisory duties, instead, it is that they do not wish to be ordered in, as they have been regularly in the past, to meet the requirements of another union's contract which has resulted in Command personnel performing routine patrol work.

On this issue, the legitimate rights of the Employer to manage the police department and the legitimate needs of the command personnel have to be weighed and balanced. The award of the majority of the Panel reflects an attempt to reach such a balance.

In Article VII, Section 2, a new subsection (g) will be added requiring current subsections (g) through (j) to be relettered accordingly. The language of the new subsection reads as follows:

The Employer shall not require more than two (2) command officers to be on duty when a shortage of uniform personnel exists under the minimum manning provision of the patrol contract.

As long as the complement of uniformed personnel includes two (2) Command Officers on each shift, no additional command personnel

can be ordered in for the sole purpose of meeting the requirements of the patrol contract. The current contract language of Article VIII, Section 2 (f) remains intact which requires uniformed Command Officers to fill uniformed command shortages and non-uniformed Command Officers to fill non-uniformed shortages. Further, the Panel saw no reason to alter existing methods of operation involving the Detective Bureau by creating an arbitrary three person minimum in that non-uniformed division.

The awards, in the language as they shall appear in the new Agreement, on all of the issues before the Panel, were signed on June 10, 1988, and are attached.

By stipulation of the parties, the duration of the Agreement is for the period from July 1, 1986 to June 30, 1989, and is fully retroactive on the economic issues awarded. Also by stipulation, the terms and conditions of the contract which had not been in dispute will carry forward, with all necessary date adjustments made to reflect the duration of this Agreement.

The Arbitration Panel retains no further jurisdiction.

Ildiko Knott, Arbitrator

UNION ISSUE U-1
HOLIDAY PAY
Article XII, Section 1

Employer's Last Best Offer:

The Employer offers current contract language:

Sec. 1

- (a) Not in Dispute
- (b) Not in Dispute
- (c) Should any of the above holidays fall on a member's regular work day, the member shall be compensated at the rate of time and one half (1 1/2) his regular base rate.
- (d) Not in Dispute
- (e) Not in Dispute

Union's Last Best Offer:

Sec. 1

- (c) Payment in lieu of holiday premium pay shall be at the rate of 3% of the budgeted salary of the member. Payments shall be made coincident with holiday pay as set forth in Paragraph B. Newly promoted members shall be compensated for all holidays after date of promotion on a prorata basis.

Union requests that the granting of this benefit shall be fully retroactive to July 1, 1986.

Award: The last best offer of the EMPLOYER is adopted.

Robert H. Hurd
Employer Delegate

John J. (Guent)
Union Delegate

Edith Kroth
Chairperson

UNION ISSUE U-2
SICK LEAVE INCENTIVE PROGRAM
(SLIP)
Article XV, Section 3

Employer's Last Best Offer:

The Employer offers current contract language:

Sec. 3 Additional Leave Allowance

As an incentive to members who do not use over three (3) sick leave days in a one (1) year period, he shall be granted and allowed one (1) day to apply as added furlough or compensatory time. In addition, if a member does not use five (5) days in a three (3) year period, he shall be allowed to add four (4) days to furlough or compensatory time. Granting of such four (4) days shall start a new three (3) year period for determining eligibility for an additional four (4) day allowance. Said incentive time shall be taken within one (1) year from the date said incentive time is granted.

Union's Last Best Offer:

The Union offers new language to replace Sec. 3 with following:

Sec. A. Members shall be entitled to a sick leave incentive program benefit in accordance with the following schedule:

zero sick leave incidents per fiscal year - \$240.00
one sick leave incident per fiscal year - \$160.00
two sick leave incidents per fiscal year - \$80.00

Payment of sick leave incentive benefits shall be made on a separate check payable on or before July 15 of each year. Terminating employees shall be paid for all earned sick leave incentive program benefits but under no circumstances shall any SLIP benefits be prorated at date of separation.


Sec. B. Each member shall receive three eight hour additional vacation days (bonus) if the member is not off due to illness more than three days in one fiscal period.

Union requests that the granting of this benefit shall be fully retroactive to July 1, 1986.

Award: The last best offer of the UNION is adopted.


Employer Delegate


Union Delegate


Chairperson

UNION ISSUE U-3
PERSONAL LEAVE
 Article XV, Section 13

Employer's Last Best Offer:

The Employer offers current contract language:

Sec. 13 Personal Leave

Each year between July 1st and June 30th, inclusive, each member shall be entitled to take off two (2) emergency personal leave days. It is understood and agreed that requests for these two days will be automatically honored so that a minimum of one (1) requesting member per shift shall be released. The granting of emergency personal leave days beyond the minimum quota shall be subject to minimum manpower.

Each member shall be entitled to four (4) regular personal leave days. Personal leave days may not be accumulated from one (1) year to the next. All regular personal leave days shall be subject to minimum manpower. The first requesting member to receive first chance at regular personal leave.

Union's Last Best Offer:

Sec. 13 Each year between July 1 and June 30, inclusive, each member shall be entitled to take three emergency personal leave days. It is understood and agreed that requests for these three days will be automatically honored so a minimum of one requesting member per shift shall be released. The granting of emergency personal leave days beyond the minimum quota shall be subject to minimum manpower. Each member shall be entitled to five regular personal leave days. Personal leave days may not be accumulated from one year to the next. All regular personal leave days shall be subject to minimum manpower with the first requesting member to receive first chance at regular personal leave.

Union requests that the granting of this benefit shall be fully retroactive to July 1, 1986.

Award: The last best offer of the EMPLOYER is adopted.



 Employer Delegate



 Union Delegate



 Chairperson

UNION ISSUE U-4
Article XV, Section 1
VACATION DAYS

Employer's Last Best Offer:

The Employer offers current language:

Sec. 1 Furloughs

- (a) Each member shall be entitled to the furlough days as indicated below. A member's annual furlough shall be provided in two (2) seasons. The summer furlough period shall be April 1st to September 30th. The winter furlough period shall be October 1st to March 31st. He shall be entitled to take fifteen (15) working days in any one season, regular leave days not to be counted as furlough days.

1 to 5 years.....20 days
6 to 14 years.....22 days
15 years and over.....27 days

Union's Last Best Offer:

The Union offers to replace current language of Section 1 as follows:

Sec. 1 Furloughs

Each member shall be entitled to furlough days as indicated below. A member's annual furlough shall be provided in two seasons. The summer furlough period shall be April 30 to September 30. The winter furlough period shall be October 1 to March 31. Each member shall be entitled to take fifteen working days in any one season, regular leave days not to be counted as furlough days.

Lieutenants: 1 to 5 years - 23 days; 6 to 14 years - 25 days; 15 to 19 years - 29 days; 20 years and over - 31 days.

Sergeants: 1 to 5 years - 22 days; 6 to 14 years - 24 days; 15 to 19 years - 28 days; 20 years and over - 30 days.

Union requests that the granting of this benefit shall be fully retroactive to July 1, 1986.

Award: The last best offer of the UNION is adopted.


Employer Delegate


Union Delegate


Chairperson

UNION ISSUE U-5
TECHNOLOGICAL CERTIFICATION

The Union withdrew its demand on this subject.

UNION ISSUE U-6
EDUCATION BONUS
 New Article

Employer's Last Best Offer:

City offers no change. Current Collective Bargaining Agreement does not contain language for additional compensation to employees for advanced degrees.

Union's Last Best Offer:

New language:

1. Members of the Department who hold degrees, have completed the Federal Bureau of Investigation Academy or the Northwestern University Command and Staff School shall receive bonuses as follows:

Associates Degree in Law Enforcement or FBI Academy or Command and Staff School - \$250.00

Bachelor of Science Degree in Law Enforcement or an Associates Degree in any field plus FBI or Command and Staff School - \$500.00

Masters Degree in Law Enforcement or Bachelors Degree in any field plus FBI Academy or Command and Staff School - \$750.00

Masters Degree in Law Enforcement or Masters Degree in any field plus FBI or Command and Staff School - \$1,000.00

PhD or a Masters Degree in Law Enforcement plus FBI Academy or Staff School - \$1250.00

2. This bonus shall be paid on a separate check January 1 of each year.

Union requests that the granting of this benefit shall be fully retroactive to July 1, 1986.

Award: The last best offer of the EMPLOYER is adopted.

Richard P. Hutton
 Employer Delegate

John J. Smith (dissect)
 Union Delegate

Teddy K. Smith
 Chairperson

UNION ISSUE U-7
PARITY
New Article

Employer's Last Best Offer:

City offers no change. Current Collective Bargaining Agreement does not contain any language on this issue.

Union's Last Best Offer:

New language:

1. Should the Lincoln Park Police Officers Association or the Lincoln Park Firefighters Association achieve by negotiation or arbitration award any economic benefits not derived by agreement and/or arbitration between the City of Lincoln Park and the Lincoln Park Police Command Officers Association, the Lincoln Park Police Command Officers Association shall receive those same benefits increases.
2. Should the Lincoln Park Police Officers Association or the Lincoln Park Firefighters Association lose by negotiation or arbitration award any economic benefits not lost by agreement and/or arbitration between the City of Lincoln Park and the Lincoln Park Police Command Officers Association, the Lincoln Park Police Command Officers Association shall lose those same benefits.

Union requests that the granting of this benefit shall be fully retroactive to July 1, 1986.

Award: The last best offer of the EMPLOYER is adopted.


Employer Delegate

 (disput)
Union Delegate


Chairperson

UNION ISSUE U-8
GRIEVANCE PROCEDURE
Article XXI, Section C

Employer's Last Best Offer:

Sec. C

Grievances shall be processed according to the following procedure:

- (1) Not in dispute
- (2) Not in dispute
- (3) Not in dispute
- (4) Not in dispute
- (5) Not in dispute
- (6) The Chief of Police shall have five (5) days to respond to the grievance.
- (7) If the association is not satisfied with the decision of the Chief of Police, a pre-arbitration meeting between the association and the City's negotiator shall be set up within thirty (30) days. (either side may be represented by counsel if they desire)
- (8) If no decision can be reached, the association may appeal to arbitration by giving notice to the City negotiator of its intention to do so. The association and the City shall attempt to agree on an impartial arbitrator; however, if no decision can be reached, the matter shall be referred to the American Arbitration Association for the selection of an arbitrator under their voluntary labor rules. The expenses of arbitration shall be paid by the losing party.
- (9) Not in dispute
- (10) Not in dispute
- (11) The union and the City will attempt to retain permanent multiple umpires to resolve all grievances which are taken to arbitration.

Union's Last Best Offer:

Sec. C

- (8) If no decision can be reached within thirty days of the meeting in Step 7, the Association may appeal to arbitration by giving notice to the Commission of its intent to do so. The Association and the City shall attempt to agree on an impartial arbitrator; however, if no decision can be reached, the matter shall be referred to the American Arbitration Association for the selection of an arbitrator under their voluntary labor arbitration rules. The expenses of arbitration shall be paid by the losing party.

(continued)

- (11) Except for criminal offenses which could be charged as misdemeanors or felonies, cowardice, dereliction of duty and incompetency, no administrative punishment will be enforced upon a member until all appeal processes through arbitration are exhausted.
- (12) The Union and the City will use their best efforts to select a permanent umpire to resolve all grievances which are taken to arbitration. Should the parties not be able to mutually select a permanent umpire, the arbitration selection procedures of Section 8 shall apply.

Union requests that the granting of this benefit shall be fully retroactive to July 1, 1986.

Award: The last best offer of the [SEE ATTACHED] is adopted.

Employer Delegate

Union Delegate

Chairperson

UNION ISSUE U-8
GRIEVANCE PROCEDURE
Article XXI, Section C

The Panel Awards As Follows:

Sec. C

Grievances shall be processed according to the following procedure:


- (1) Not in dispute
- (2) Not in dispute
- (3) Not in dispute
- (4) Not in dispute
- (5) Not in dispute
- (6) The Chief of Police shall have five (5) days to respond to the grievance.
- (7) If the Association is not satisfied with the decision of the Chief of Police, a pre-arbitration meeting between the Association and the City's negotiator shall be set up within thirty (30) days. (Either side may be represented by counsel if they desire.)
- (8) If no decision can be reached within thirty (30) days of the meeting in Step (7), the Association may appeal to arbitration by giving notice to the City of its intention to do so. The Association and the City shall attempt to agree on an impartial arbitrator; however, if no decision can be reached, the matter shall be referred to the American Arbitration Association for the selection of an arbitrator under their voluntary labor rules. The expenses of arbitration shall be paid by the losing party.
- (9) Not in dispute
- (10) Not in dispute
- (11) Except for criminal offenses which could be charged as misdemeanors or felonies, cowardice, dereliction of duty and incompetency, no administrative punishment shall occur until all appeal processes through arbitration are exhausted.
- (12) The Association and the City will use their best efforts to select a roster of three permanent umpires who shall serve on a rotating basis to resolve all grievances which are taken to arbitration. Should the parties not be able to mutually select a roster of permanent umpires, the arbitration selection procedures of Section 8 shall apply.



Employer Delegate



Chairperson



Union Delegate

UNION ISSUE U-9
LOCK UP

The Union withdrew its demand on this subject.

UNION ISSUE U-10
TRANSFERS
Article XXVI

The Union withdrew its demand on this subject.

UNION ISSUE U-11
STAFFING - SELECTION OF LEAVE DAYS
Article VIII, Section 2

Employer's Last Best Offer:

City offers to change language of Article VIII - Hours of Work, Overtime, Call Back, Stand-by, Section 2 as follows:

Sec. 2 Overtime

- (e) Command Officers shall be granted the opportunity for all extra days off two (2) days prior to non-command officer personnel.

Union's Last Best Offer:

Sec. 2 Overtime

- (e) Command officers shall be granted the opportunity to select all extra days off at least five days prior to non-command officer personnel.

Award: The last best offer of the UNION is adopted.

Paul H. Hester
Employer Delegate

[Signature]
Union Delegate

Jodi K. Kott
Chairperson

UNION ISSUE U-12
STAFFING-MINIMUM MANPOWER PER SHIFT
Article VIII

Employer's Last Best Offer:

The Employer offers current contract language:

Article VIII - Hours of Work-Overtime-Call Back-Standby

Sec. 2

- (f) When a Command Officer shortage arises among uniformed command personnel, it shall be filled by a uniformed command officer. When a command officer shortage arises among non-uniformed personnel, it shall be filled by a non-uniformed officer.

Union's Last Best Offer:

The Union offers new language:

Minimum manpower for Command Officers shall be as follows:

Uniform Patrol (each shift) (to include Traffic)	One (1) Command Officer on duty
Detective Bureau (Saturday, Sunday and Afternoon shift excluded)	Three (3) Members of the Regular Division

Shortages for Command minimum manpower caused by the Administration (i.e. schools, suspensions, etc) shall not be grounds to cancel Special Days off, regular personnel leave days, command officer bonus days and sick day bonus days already approved.

Uniform overtime not subject to command minimum manpower shall not be filled by command officers.

Non-uniformed command overtime shall be filled by non-uniformed personnel (Detective Division).

Should an emergency situation be declared (i.e. natural disaster, riot, mutual aid task force call out, etc) all command officers are subject to be called in.

Award: The last best offer of the SEE ATTACHED is adopted.

Employer Delegate

Union Delegate


Chairperson

UNION ISSUE U-12
STAFFING - MINIMUM MANPOWER


The Panel Awards As Follows:

Article VII, Section 2

- (f) When a Command Officer shortage arises among uniformed command personnel, it shall be filled by a uniformed command officer. When a command officer shortage arises among non-uniformed personnel, it shall be filled by a non-uniformed officer.
- (g) The Employer shall not require more than two (2) command officers to be on duty when a shortage of uniform personnel exists under the minimum manning provision of the patrol contract.


Employer Delegate


Union Delegate


Chairperson

UNION ISSUE U-13
RESERVES

The Union withdrew its demand on this subject.

EMPLOYER ISSUE C-14
DIFFERENTIAL FOR NEWLY PROMOTED MEMBERS
Article VII, Section 3

Employer's Last Best Offer:

The Employer offer to amend Article VII - Wages, Section 3 as follows:

Sec. 3 Maintenance of Differential

It is agreed by the parties that in no event shall the percentage differential between the salary of the police sergeants and the maximum salary of senior lead officers be less than 20%; with the exception of newly promoted sergeants after January 1, 1988, who, while on probation (12 months), will receive a 15% differential; and that the percentage differential between the salary of police lieutenant and the maximum salary of senior lead officer shall not be less than 30%. If any agreements are made between the City of Lincoln Park and the Lincoln Park Police Officers Association to eliminate the rank of senior lead officer, then, and in that event, this provision shall be altered to reflect the percentage differential between the ranks of police sergeant and police officer and police lieutenant and police officer preserving the differentials which existed between those ranks on June 30, 1983. It is further agreed that roll-in of Cost of Living Allowance, as indicated in Section 2, shall not be considered as part of salaries for this purpose.

Union's Last Best Offer:

The Union offers no change in current language.

Award: The last best offer of the UNION is adopted.

Richard C. Huch
Employer Delegate

[Signature]
Union Delegate

Edith Kratt
Chairperson

ECONOMIC

EMPLOYER ISSUE C-15
COST OF LIVING ALLOWANCE
Article VII

The Employer withdrew its demand on this subject.

EMPLOYER ISSUE C-16
PRORATED ALLOWANCE CHECKS

The Employer withdrew its demand on this subject.