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**STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION**

In the Matter of the

City of Lincoln Park

And

**Lincoln Park Police Officers
Association**

11/8/72 Thomas Lo Cicero

**FINDINGS.
DECISION AND AWARD
OF ARBITRATION PANEL**

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Lo Cicero, Thomas V.

Lincoln Park, City of

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

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And

Lincoln Park Police Officers
Association

FINDINGS,
DECISION AND AWARD
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Pursuant to Section 5 of the Police-Firefighters Arbitration Act (Act 312, Public Acts of 1969), the Hon. Robert G. Howlett, Chairman of the Michigan Employment Relations Commission appointed Thomas V. Lo Cicero, to an arbitration panel naming him Impartial Chairman and with Joseph Vago, of the Police Officers Association and Edward L. Figure, City Controller as members. Mr. Winston L. Livingston presented the case for the Police Officers Association.

At the outset of the hearings, the City challenged the arbitration on the grounds that it had offered improvements equivalent to the increases permitted under the Federal Wage Regulations now in effect and that therefore, the Arbitration Panel

could not award anything in excess thereof. (City Exhibit No. 1).

After arguments presented by the parties, the Chairman ruled that the Wage Regulations were not a bar to the arbitration proceedings, but that any award which exceeded the 5.5% formula would be subject to the regulations and would have to be implemented in accordance with the required approval.

Testimony was then taken over a period of several days and a record thereof made by a Court reporter furnished by the Commission.

STATEMENT OF DISPUTED ISSUES

Thirteen issues are in dispute and set forth in Exhibit 17 (LPPOA) attached. The City offered to satisfy some of these demands by a proposal made on April 24, 1972, but were not acceptable. Each will be discussed hereinafter in detail.

FINDINGS

At the outset, after a conference between the parties, with the Chairman present, it was agreed that:

1. Base pay calculations, for the purpose of determining Pay Board limitations would be based on the following:

Salary (4 year employee)	\$12,150.00
Longevity (10 years)	240.00
Gun Allowance	200.00
Holiday Pay (10)	<u>467.31</u>
	\$13,057.31

Pension (17.24% of \$13,057.31)	\$ 2,251.08
Clothing and Cleaning Allowance	350.00
Blue Cross - MVF-1	
- with Master Medical	705.48
Life Insurance	75.96
Vacation Pay and Sick Leave (included in Annual Salary	
	<hr/>
Total	\$16,439.83
5.5% of Total	\$ 904.19

2. The findings of the Arbitration Panel are to be made without regard to the Pay Board restrictions and if the increases allowed exceed these restrictions, the Police Officers' Association may apply for approval by the Pay Board on its own initiative without the City joining in the application. However, the City agreed to supply data necessary to make the application.

Extensive data was entered in the record by the Police Officers' Association, including over 40 exhibits, and covering benefits in most of the cities in the Metropolitan Detroit Area. None of this data was questioned by the City so that the Chairman's task of making findings was simplified.

The basic question, therefore, relates to the extent to which the findings should include all these jurisdictions, such as Ann Arbor, Pontiac, Roseville, Troy, etc., or should be limited to those jurisdictions which are more comparable to Lincoln Park.

It seems reasonable to conclude that a more realistic approach would be to base the findings on those jurisdictions which are in direct competition with Lincoln Park and whose conditions of employment are more similar to those of Lincoln Park. In the opinion of

the Chairman these would include the following:

Allen Park, Dearborn, Dearborn Heights, Ecorse,
Garden City, Melvindale, Southfield, Southgate,
Taylor, Wyandotte

Although a portion of the City of Detroit is adjacent to Lincoln Park, there is little or no similarity in working conditions between the two. It can be argued that the Wayne County Sheriff's Office should be included because its jurisdiction extends throughout Wayne County. However, historically, that office has been very closely related to Detroit and, in my opinion, should not be considered as comparable.

Based on the jurisdictions named above as comparable, we make the following findings on each of the issues in dispute:

I. Salaries

The base salaries for patrolmen in those cities which have concluded contracts for periods after July 1, 1972 are as follows:

Allen Park	\$13,000.00
Ecorse	12,985.00
Garden City	13,200.00
Melvindale	12,650.00
Southgate	12,344.00
Livonia	13,478.00
Westland	12,950.00

The median salary among this group is at \$12,871 while the average is \$12,944. I believe it is important to note that in Allen Park the \$13,000 salary is attained after three years of

service, while in Garden City the maximum salary of \$13,200 is reached in the fifth year of service, as the maximum of \$12,650 is reached in Melvindale. On the other hand, in Southgate the maximum of \$12,344 is reached after one year.

We find, therefore, that a reasonable conclusion from this data is that salary progression in Lincoln Park should be as follows:

A. Patrolman Salaries

Starting Salary	\$10,000.00
1-2 years	11,000.00
2-3 years	11,700.00
3-4 years	12,300.00
4 years and over	12,950.00

B. Detective's Salary

We further find that the average percentage of Detectives' salary over the top rate of patrolmen equals 5.6% among the jurisdictions considered above. This means that a reasonable salary for Detectives should be \$13,673. It is interesting to note that the average salary among the 28 cities scheduled in Exhibit 20 is \$13,732.00.

C. Policewoman's Salary

Supplemental information indicates that the patrolwomen now receives the same salary as patrolman. Comparisons are difficult to make since other nearby cities do not have such positions.

However, we believe this classification should receive the same increase as to patrolmen. We therefore find the patrolwomen's salary should be \$12,950 at four years or more of service.

II. Gun Allowance

We believe a gun allowance of \$300.00 is justified. Further, that if a policewoman is not required to carry a gun, no such allowance is required to be paid.

III. Clothing and Cleaning Allowance

The clothing and cleaning allowances, totalling \$350.00 in Lincoln Park is one of the higher allowances among most of the cities in the area. The average of these cities is about \$319.00. It is our finding, therefore, that there be no change in these items.

IV. Shift Differential

A premium for shifts other than the day shift is well established in many jurisdictions, and has been fully accepted in private industry. We find, therefore, that a shift premium as follows should be established:

Afternoon Shift	- 10¢ per hour
8:00 p.m. to 4:00 a.m.	- 15¢ per hour
Midnights	- 20¢ per hour

V. Holidays

The prevailing number of holidays is 10 days and there is little basis for increasing them at this time. We find the present

number and method of payment is reasonable and adequate.

VI. Longevity

We find the present longevity plan reasonable and comparable to that of other jurisdictions.

VII. Personal Leave Days

Most cities have now accepted the practice of allowing employees some days off for personal or emergency reasons. Many of them permit them to be deducted from sick leave days. We find that an allowance of two days for such purposes should be granted.

VIII. Hospitalization Insurance

Of some 20 cities reviewed on hospitalization, we find about half carry the MVP-2 Master Medical plan and half the MVP-1 plan. The trend on hospitalization is definitely to increase coverage and thus enjoy greater protection. We find the City of Lincoln Park should furnish the MVP-2 plan with Master Medical and the \$200 deductible Prescription Rider.

IX. Life Insurance

The life insurance coverage provided by most cities is substantially higher than that provided by Lincoln Park. In order to increase the present coverage, we find that employees should be provided the following coverage -

\$7,000.00 with double indemnity

2,000.00 paid-up policy on retirement

X. Detectives Expense Account

The evidence does not support any finding justifying an increase in detective's expense allowance. Very few jurisdictions make this allowance.

XI. Remaining Issues

We find no change on the remaining items, except with reference to the offer of the City to continue insurance coverage for three months after severance/ We believe this benefit is because of discharges, but not on quits. important to one who severs his employment and may not be able to obtain other employment for some time. We find this benefit should be granted.

DECISION AND AWARD

In accordance with the criteria provided by statute, the Arbitration Panel has reached the conclusions set forth above and hereby makes an award of each of the benefits defined above.

DATED: November 8, 1972

Thomas V. Lo Cicero
Thomas V. Lo Cicero, Chairman

Joseph Vago
Joseph Vago, for the Police
Officers Association

*

Edward L. Figure, for the City of
Lincoln Park

* Mr. Figure refused to sign the award because he thought the wage section granted a

Wage Stabilization Program limits and therefore illegal.

I S S U E S

Submitted By

LINCOLN PARK POLICE OFFICERS ASSOCIATION

to

COMPULSORY ARBITRATION UNDER ACT 312

on

SEPTEMBER 14, 1972

FISCAL YEAR JULY 1, 1972 TO JUNE 30, 1973

I. SALARIES:

Patrolman:	Start	\$10,000
	1 to 2 Years	11,950
	2 to 3 Years	12,450
	3 to 4 Years	12,950
	4 Years and Over	13,600
Detective:	\$14,325.00. (plus an increase in the expense account to \$30.00 per month).	
Policewoman:	Pay equivalent to Detectives.	

II. GUN ALLOWANCE:

Gun Allowance increase to \$1.00 per day, to a maximum of \$365.00.

III. HOLIDAY PAY:

Four (4) additional Holidays added, for a total of fourteen (14).

IV. LONGEVITY:

Longevity increased to \$25.00 per year, to a maximum of \$600.00.

V. PERSONAL LEAVE DAYS:

Each member shall be entitled to four (4) personal days per year, manpower permitting.

VI. HOSPITALIZATION:

Present Blue Cross-Blue Shield, MVF-1 to be changed to MVF-2, with \$2.00 deductible drug plan and dental rider.

VII. CLOTHING:

Clothing Allowance increased \$100.00 per year,
for a maximum of \$350.00.

VIII. PREMIUM SHIFT PAY:

Afternoon Shift	10¢ per hour.
8 p.m. to 4 a.m. Shift	15¢ per hour.
Midnight Shift	20¢ per hour.

IX. LIFE INSURANCE:

Present insurance policy to be increased from \$4,000.00 double indemnity to \$5,000.00 double indemnity, and the \$2,000.00 straight life insurance policy to be increased to \$4,000.00. Also, the \$2,000.00 paid up policy be increased to \$4,000.00 upon retirement.

X. FALSE ARREST:

The City is to provide a false arrest insurance for all members at an approximate cost of \$15.00 per year per member.

XI. RETIREES:

Retirees shall be entitled to equal Blue Cross-Blue Shield as a regular member.

XII. SEVERANCE:

In cases of layoff or severance from the Department, a member shall be entitled to one-half wages and full insurance benefits for one year from the date of layoff or severance.

XIII. TERMINAL BENEFITS:

Any member who terminates his employment prior to the attainment of his longevity anniversary date, due to honorable resignation, service or duty disability retirement and/or because of on or off duty death, shall receive his longevity payment. The member shall also receive his Holiday pay, gun and clothing allowance for the full fiscal year, and any accumulated compensatory time. This payment shall be made on the date of the member's termination, and shall be for the fiscal year in which termination occurs. In the event that termination is due to death, all benefits shall be paid to the member's beneficiaries, heirs or estate.