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6/21/82

ARB

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION

IN THE MATTER OF THE
ARBITRATION BETWEEN THE:

CITY OF LINCOLN PARK

and

Merc. No. D81-F1390

LINCOLN PARK POLICE
OFFICERS ASSOCIATION

DECISION AND AWARD

ARBITRATION PANEL

Thomas V. LoCicero, Chairman
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APPEARANCES

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Lincoln Park, City of

BACKGROUND

The Chairman was appointed by letter dated December 16, 1981 and pursuant to agreement of the parties, a preliminary meeting was set for January 18, 1982 with hearings to follow on January 20 and January 22, 1982. However, for good and sufficient reasons, a Preliminary Meeting was held on February 8, 1982 and a formal hearing held on March 2, 1982. Each panel member was duly sworn.

It was agreed that their Last Best Offers and Position Statements would be submitted by March 16, 1982. However, some delay was experienced after that date which required another session to clarify the offers.

As a result of that additional session, several agreements were reached which are incorporated herein as the award of the panel.

ISSUES

The following issues were presented by the parties for decision:

The Association's Issues

- U-1. Wages
- U-2. Reduced Steps to Top Pay
- U-3. Upgrade Detective to Sergeant
- U-4. Insurance Improvements:
 - a. Fully Paid Dental Plan
 - b. Increased Life Insurance
- U-5. Increased Gun Allowance
- U-6. Increased Theft Differential
- U-7. Modify Furlough and Personal Leave Time
- U-8. Clarify Termination Benefits - Increase if Necessary
- U-9. Include Alike - Benefit Clause Relative to Fire and/or Command Units

All of the foregoing issues are economic.

The City's Issues

- C-1. Modify Discipline/Discharge Provision in Article XIX
- C-2. Expand Management Rights Clause - Article X
- C-3. Modify Sick Leave Provisions of Article V
- C-4. Eliminate Minimum Manning - Modify Article XII, Section F
- C-5. Eliminate Book Time, by Amending Article IV, Section 2.

- C-6. Change Procedure for Taking of RPL's and SDO's - Article IX, Section 3
- C-7. Adopt "Save Harmless" Provision
- C-8. Discretionary Manning of Patrol Cars (Article XII, Section (h))
- C-9. Furlough Time not to be added to "book time" - Article IX Section 1(d)

All of the foregoing issues are economic, except No's. 1 and 2.
An additional question related to the term of the agreement:

- a. The Last Best Offer of the City is appended hereto as Appendix I.
- b. The Last Best Offer of the Association is appended as Appendix II.

COMPARABLE COMMUNITIES

The Association has submitted as comparable communities those cities which are involved in the Mutual Aid Task Force Police Departments. (Ex. U-2)
They are the following:

- | | |
|----------------|------------------|
| 1. Allen Park | 9. Rockwood |
| 2. Ecorse | 10. Southgate |
| 3. Flat Rock | 11. Taylor |
| 4. Gibraltar | 12. Trenton |
| 5. Grosse Ile | 13. Woodhaven |
| 6. Melvindale | 14. Wyandotte |
| 7. Riverview | 15. Lincoln Park |
| 8. River Rouge | |

The City contends that the following should be added to the foregoing comparables:

- | | |
|----------------|-------------|
| 1. Garden City | 3. Wayne |
| 2. Plymouth | 4. Westland |

One of the basic rules for including a municipality as a comparable community is that it has a common border with the City with which it is to be compared. By including many cities which are not adjacent to Lincoln Park, such rule is not determinative of the issue.

Other bases for comparison are the size of the Department and population. We find that the following have a population and size of departments comparable to those agreed upon above, and are within a distance equal to or closer than those agreed upon and therefore should be included as comparable communities:

1. Garden City
2. Wayne
3. Westland

BASIS FOR DECISION

Under the provisions of Act 312, the Panel is required to judge which of the last best offers on each issue "more nearly complies with the applicable factors" prescribed in Section 9 of that Act. The factors enumerated are the following:

"Sec. 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 employee.
- (b) Stipulations 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.

Accordingly, each issue will be discussed in the light of these factors and the respective offers made thereon, compared to the date established by the record.

DISCUSSION AND AWARDS

Term of Contract

Since the first year of the agreement for all practical purposes is past. It would be unproductive and against the interest of both parties to award a one-year contract.

It is the Panel's judgment that a two-year term would serve their interests better especially since some important proposals encompass a two-year term.

The Panel therefore awards a two-year agreement from July 1, 1981 through June 30, 1983.

U-1. Wages - First year of Contract (9/1/81 - 6/30/82)

a. The Union had proposed, in its Last Best Offer, an increase in wages to all members of the bargaining unit as follows:

1981-82 - 10.5% increase in base retroactive to July 1, 1981, and

1982-83 - 7.5% increase in base

b. The City had proposed that wages of all members remain frozen for the first year of the contract, and a payment on April 1, 1982 of a lump sum of Six Hundred (\$600.00) Dollars to all members of the Bargaining Unit, except for Detectives promoted to Sergeants.

Further, it proposed that in lieu of a pay increase the City shall pay all but one (1%) percent of the officers contribution to the Lincoln Park Police and Fire Pension System beginning April 1, 1982.

c. Comparison with Comparable Communities. In order to simplify a comparison with comparable communities, the Panel has prepared Schedule A, attached hereto as Appendix III,

indicating the amounts paid to four-year patrolmen for the major items of compensation (some discrepancies may exist because of lack of exact information, but it is believed they would not affect the result).

1. From this Schedule A, the following factors appear:

a. Ranking. The basic patrolman's salary in effect on June 30, 1981 was \$21,848, plus COLA of \$1,789 or \$23,627. This would rank Lincoln Park about 12th out of 18 cities. With the increases proposed by the City it would raise its rank to about 6th, while if the Union's proposal were adopted, the base rate and COLA would rank first.

b. Average Salary and COLA. The average patrolman's salary (plus COLA) as of June 30, 1981 was approximately \$23,890. Lincoln Park with a base and COLA of \$23,637 was just below this average. With the addition of \$600 proposed by the City, it would be \$24,237 or above average, while if the 10 1/2% proposed by the Union were adopted, Lincoln Park's rate would be \$24,142 plus COLA of \$1,789, or a total of \$25,931, or the highest of the 18 communities with which it is compared.

However, it must be recognized that these comparisons are not exact, especially since we have little or no information of rate increases negotiated for the period from July 1, 1981.

Further no information of value is before us for the year 1982-83.

The \$600 lump sum proposed by the City amounts to about 2.75% increase. To this should be added the increase in pension contributions negotiated by the Police and Fire Retirement System equal, we believe to be about 5 1/2% (although the record does not establish this).

d. The record does establish that increases negotiated with Union's representing other bargaining units of the City have been around 5%, as follows:

<u>UNIT</u>	<u>81-82</u>	<u>82-83</u>
1. Hourly Employees (AFSCME-Chapter A)	45¢ per hr.	10%

<u>UNIT</u>	<u>81-82</u>	<u>82-83</u>
2. Clerical and Tech. Employees (AFSCME-Chapter B)	5%	3%
3. Crossing Guards (AFSCME-Chapter C)	0	0
4. Department Heads (Council Appointees)	5 1/2%	3%
5. Deputy Dept. Heads	5%	3%
6. Police Command Officers (LPPCDA) Offer made (pension contribution)	5%	
7. Fire Fighters (LPFFA) Offer made (Pension at 5% wages)	5%	3%

CONCLUSION

Based upon the record before us, it is the Panel's conclusion that the City's Last Best Offer more clearly complies with the applicable factors prescribed by Section 9 of the Act.

AWARD

The Panel awards the City's Last Best Offer on wages for the first year of the term.

U-2. Upgrade Detectives to Sergeants.

The Union has proposed that all members currently holding the rank of Detectives be promoted to the rank of Sergeant, effective April 1, 1982.

The City has in effect, accepted this proposal with the understanding that promoted detectives shall immediately assume the privileges and responsibilities of Department Sergeants, and that the promoted Detectives shall not be eligible for the Six Hundred (\$600.00) Dollar lump sum payment scheduled for April 1, 1982. It is also agreed that all Detectives so elevated to the rank of Sergeant shall continue to be assigned to the Detective Divisions unless transferred to the uniform division by virtue of a voluntary transfer or a transfer for just cause.

It was further indicated that the class action grievance (No. 13-81) brought by the Association against the City of Lincoln Park and any

other grievances concerning minimum manning which are pending as of April 1, 1982 be withdrawn by the Associations.

The two proposals are almost identical and it is the judgment of the Panel that they should be treated as an agreement of the parties and the proposal of the Associations, as supplemented by the City's proposal should be awarded.

AWARD

The Panel does hereby award the Last Best Offer of the Association, as supplemented by the City's Last Best Offer as an agreement of the parties.

U-3. Steps to Top Salary.

In reading the Last Best Offers of both parties, they have agreed that a shortened wage schedule is just and equitable and that the time required to attain top pay should be no longer than three years. The Union proposes that the "specific numbers" be worked out by the Panel.

The scale proposed by the City, to be effective April 1, 1982 as follows:

Starting Salary	\$16,731
One Year Anniversary	\$19,535
Two Year Anniversary	\$20,366
Three Year Anniversary	\$21,848

appears to the Panel to be reasonable and equitable. In effect, it substitutes the fourth year rate for the third year rate, thus providing greater recognition of the Officer's service during his third year and also creates greater incentive for remaining with the Department.

Also, the City's Last Best Offer "further proposes that the probationary period for a new officer shall be set at 18 months, commencing from the Officer's starting date.

These two proposals also are almost identical and acceptable to both parties.

AWARD

Thus, the Panel awards these proposals as the agreement of the parties.

U-4(a) Full payment of Dental Insurance.

The Association has accepted the City's Last Best Offer that the City assume to pay 100% of the members dental insurance premium effective April 1, 1982.

AWARD

Accordingly, the Panel awards the City's proposal on Dental Insurance.

U-5 Gun Allowance.

The City's present gun allowance is \$437.00 or 2% of base salary.

The Union has proposed an increase to 3% of the base salary, which in this case equals \$655.00.

The City has accepted the above proposal.

AWARD

Therefore, the Panel awards the agreed upon increase in gun allowance to three (3%) percent from two (2%) percent, effective April 1, 1982.

U-6 Shift Differential.

The current shift differential is:

Afternoon Shift	10¢ per hour
Twilight Shift (6:00 p.m. to 4:00 a.m.)	15¢ per hour
Midnight Shift	20¢ per hour

The Union's Last Best Offer is to increase these amounts to 30¢, 35¢ and 40¢ per hour, respectively.

The City's proposal is no change, claiming that a comparison with other comparable communities shows that it is "among the highest".

The Union claims that its Exhibit U-2 and the City's Exhibit C-7 (35) support its request.

The two exhibits are in substantial agreement and indicate that of 18 comparable communities:

- 14 provide an afternoon shift differential of from 10¢ to 35¢, divided as follows:

- 4 @ 0¢ per hour
- 1 @ 10¢ per hour
- 4 @ 15¢ per hour
- 2 @ 18-20¢ per hour
- 3 @ 25¢ per hour
- 3 @ 30¢ per hour
- 1 @ 35¢ per hour

- For the twilight shift, they indicate:

- 14 @ 0¢ per hour
- 2 @ 15¢ per hour
- 1 @ 20¢ per hour
- 1 @ 30¢ per hour
- 1 @ 45¢ per hour

- For the midnight shift, the rates are:

- 4 @ 0¢ per hour
- 1 @ 12¢ per hour
- 2 @ 20¢ per hour
- 2 @ 25¢ per hour
- 3 @ 30¢ per hour
- 3 @ 35¢ per hour
- 1 @ 40¢ per hour
- 2 @ 45¢ per hour

It is apparent that in all three categories, the weight is with rates much lower than those proposed by the Union.

For the Afternoon Shift, 11 of 18 communities have differentials of 20¢ or less, while 7 have a differential rate of 25¢ and above. Therefore, the proposed 30¢ is substantially higher.

For the Twilight Shift, 14 communities do not provide any premium rate, 4 provide a rate of 30¢ or less and only 1 grants 45¢. Thus, again, the proposed rate of 35¢ is high.

For the Midnight Shift, 4 grant no premium, 11 grant from 12¢ to 35¢ per hour, most at 20-30¢, and 6 at 35¢ to 45¢.

Weighing these three categories, we must come to the conclusion that the Union's Last Best Offer is not supported by the rates prevalent in the great majority of comparable communities.

AWARD

The Panel awards the City's Last Best Offer on Shift Differential.
U-7 Modify Furlough and Personal Leave Time.

a. Furlough.

1. Number of Days. The present contract provides that each member, upon completion of his probationary period of one year, shall be entitled to 20 working furlough days per year.

After 5 years, it is increased to 22 days, and after 14 years, it is increased to 25 days.

The Union requests that for members with 15 year service, furlough days be increased to 27 days.

The City proposes that the furlough schedule remain as is, except that an employee with 21 years or more service, receive one additional day per year, not to exceed 30. As part of its proposal, the City proposes several conditions to be attached as follows:

1. Furlough slots shall be in 24 weekly increments.
2. Maximum of 40 hours for book time.
3. All overtime paid in cash, but may add overtime to book time, providing book time limit does not exceed 40 hours.
4. Officers may "sell" book time back to City.
5. No Officer shall lose any existing book time until the affected member is down to maximum book time limit of 40 hours.

The following is a summary of maximum vacation days provided by comparable communities:

MAXIMUM VACATION DAYS

<u>City</u>	<u>Years Service</u>	<u>No. of Days</u>
Lincoln Park	1 to 5 years	20
	6 to 14 years	22
	15 and over	25
Allen Park	1 to 5 years	20
	5 to 10 years	25
	10 to 15 years	
	15 to 20 years	
	20 to 25 years	
	25 and over	
Ecorse	1 to 15 years	24
	15 and over	1 additional day per year
Flat Rock	1 to 5 years	10
	5 to 10 years	20
	10 to 15 years	25
	15 and over	30
Garden City	1 to 5 years	12
	5 to 10 years	18
	10 to 15 years	24
	15 to 18 years	25
	18 to 20 years	26
	20 and over	27
Gibraltar	1 to 2 years	10
	2 to 5 years	14
	5th year	20
	6th year	21
	7th year	22
	8th year	23
	9th year	24
	10th year	25
	11th year	26
	12th year	27
	13th year	28
Grosse Ile	6 mos. to 1 year	5
	After 1 year	10
	After 3 years	15
	After 5 years	20
Melvindale	After 1 year	5
	After 2 years	10
	After 3 years	15
	After 4 years	20
	After 10 years	25
	After 20 years	26
	After 21 years	27
	After 22 years	28
	After 23 years	29
	After 24 years	30
	After 25 years	31
Plymouth	12 mos. thru 48 mos.	110 hours
	49 mos. thru 120 mos.	130 hours
	121 mos. thru 180 mos.	150 hours
	181 mos. and over	180 hours

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<u>City</u>	<u>Years Service</u>	<u>No. of Days</u>	
River Rouge	After 1 year	2	
	After 11 years	22.9	
	After 12 years	26	
	After 13 years	29 1/4	
	After 14 years	32.67	
	After 15 years	36 1/4	
Riverview	1 to 5 years	10	
	5 to 10 years	15	
	10 and over	20	
Rockwood	1 to 3 years	10	
	3 to 5 years	14	
	5 to 10 years	17	
	10 to 15 years	21	
	15 and over	28	
Southgate	1 to 10 years	20	
	11th year	21	
	12th year	22	
	13th year	23	
	14th year	24	
	15th year	25	
	16th year	26	
	17th year	27	
	18th year	28	
	19th year	29	
	20th year	30	
	21st year	31	
	22nd year	32	
	23rd year	33	
	24th year	34	
25th year	35		
Taylor	1 to 6 years	14	
	6 to 11 years	21	
	11 to 15 years	25	
	16th year	29	
	17th year	30	
	18th year	31	
	19th year	32	
	20th year	33	
	21st year	34	
	22nd year	35	
	23rd year	36	
	24th year	37	
	25th year	38	
	Trenton	1 to 5 years	15
		6 to 15 years	20
16th year		21	
17th year		22	
18th year		23	
19th year		24	
20th year		25	
21st year		26	
22nd year		27	
23rd year		28	
24th year		29	
25th year		30	
Wayne	15 years	20	

<u>City</u>	<u>Years Service</u>	<u>No. of Days</u>
Westland	25 years	30
	26 and over	1 day per year
Woodhaven	After 1 year	5
	1 year to 3 years	10
	4 years to 6 years	15
	7 years to 9 years	20
	10th year	1 day per year
Wyandotte	1 to 3 years	16
	3 to 9 years	20
	10 to 15 years	24
	15 to 20 years	26
	20 and over	28

The foregoing summarizes the vacation benefits set forth in the contracts of comparable communities. It clearly appears therefrom that the greater majority provide 27 days after 15 years vacation.

It is the judgment of the Panel that the City's Last Best Offer more nearly complies with the factors of Section 9 of the Act.

AWARD

The Panel awards the City's Last Best Offer on furloughs.

U-8 Clarify Termination Benefits.

Article VIII, Sections 7 (a), (b), (c) and (d) provides certain benefits to be granted at termination of employment.

The Union's Last Best Offer requests that changes be made.

1. Subsections (d) is to be amended by adding:

"The cleaning allowance shall be paid on a prorated basis."

2. Subsection (d) would require the deletion of one sentence which reads:

"Compensation time can be taken in time off or cash at a member's option upon retirement."

The City proposes no change and informs us that the interpretation of these benefits clauses is now before Arbitrator, Theodore St. Antoine in binding arbitration.

From the record before us, it is impossible for this Panel to judge or evaluate the merits of this issue. No evidence is before us.

Furthermore, it would be improper for us to in any manner interfere with the resolution of the dispute now in arbitration. We are of the opinion that no award can be made on this matter .

AWARD

No award is made on the interpretation of Termination Benefits.

C-1 Modify Discipline/Discharge Procedure in Article XIX.

The City proposes a change in the language of Article XIX of the collective bargaining agreement on the subject of discipline and discharge procedures.

Although the Union at first requested no change, the parties have agreed to the proposed change with some new Union amendments.

A study of the contracts of comparable communities reveals that the proposal of the City is much more like the rules in eight of the sixteen other communities. Certainly, the new rules proposed do not violate established principles of rights and procedures, but do affirm an up-to-date program of progressive discipline.

CONCLUSION

Both because the City's Last Best Offer more nearly complies with the factors of Section 9 and because the parties have agreed to the changes with minor modifications, it is the Panel's conclusion that the City's Last Best Offer, as modified, should be awarded.

AWARD

The Panel awards the City's Last Best Offer, as modified by the Association without, however, the code of Progressive Discipline set forth in Exhibit C-7 (37) which the City had withdrawn in its Last Best Offer.

C-1 Elimination of Minimum Manning Article IXX, Section (f).

Section (f) establishes the minimum number of personnel required to be on duty at the start of a shift.

The City's Last Best Offer proposes to change this provision by the following amendment,

"The number of men assigned to any shift shall be determined by the Shift Commander".

The Union opposes this change, charging that it relates directly to the safety of its members, that the Unit has lost seven members in the last two years, that it is the only provisions which really prevents the further erosion of their Unit and that it has owrked well since it has been in the contract for a number of years.

The City argues that only in the manner suggested can the Shift Commander determine his needs when after roll call officers go home sick after reporting for duty, or when an officer is assigned off the Shift for training or schooling. It further proposes that its proposal be tried for one year as an experiment, to be reviewed at the end of that year. Also that the failure to fill vacancies for the above reasons be subject to the grievance procedure.

Finally, the City believes its proposal would lead to a more efficient use of personnel, and in the expectation of such economy, proposes a payment of \$200 to all patrolmen on April 1, 1982 and an additional \$200 on July 1, 1982.

It is the Panel's conclusion that the parties should maintain minimum manning at the current level as the minimum acceptable staffing for normal operating procedures, provided, however, that the Shift Commander may exercise discretion as to maintaining the minimum acceptable staffing under circumstances which occur after roll call has been held (i.e. officer going home sick after reporting for duty) or under circumstances when the officer is taken off Shift for training or schooling.

Further, that the determination of the Shift Commander not to fill vacancies for the above reasons shall be expressly subject to the grievance procedure.

It is also the Panel's conclusion that the foregoing changes in the minimum manpower provisions shall be experimental and shall be reviewed by the parties at the end of a one (1) year trial, that is, at the end of the 1982-83 contract period, and that as an incentive to the success of the experiment, the City will pay a bonus of Two Hundred (\$200) Dollars to all

patrolman, on April 1, 1982, and an additional bonus of Two Hundred (\$200) Dollars to all patrolmen on July 1, 1982.

AWARD

Accordingly, the Panel awards the foregoing as the modified agreement of the City and Union, on the issue of minimum manning.

Second Year of Contract
(7/1/82 - 6/30/82)

The following issues were determined to be effective with the second year of the agreement.

U-1 Wages.

The City has agreed that effective July 1, 1982, the City will roll into the base rate, the accumulated cost-of-living benefit of One Thousand Seven Hundred Eighty Eight and 80/100 (\$1,788.80) Dollars.

Further, it has been agreed that the issue of wages shall be subject to reopening as of July 1, 1982.

AWARD

The Panel awards the foregoing on the issue of wages effective July 1, 1982 and that that issue may be reopened on July 1, 1982, if requested by the Union.

U-4(c) Optical Program

This issue was added as an agreement of the parties after reconsideration of their Last Best Offers.

It was agreed that the City will provide an optical plan equal to the City Optical Plan now in effect or an optical insurance plan of equal value.

AWARD

The Panel awards the Agreement of the parties as above stated on the issue of Optical benefits and expressly retain jurisdiction until such program is finalized.

U-4(d) Life Insurance.

The Union proposed an increase in life insurance coverage of \$25,000 for its active members and \$5,000 for its retirees.

The City proposed an increase from \$10,000 to \$30,000 to active members.

An analysis of the current contracts of comparable communities
reveals the following:

ACTIVE MEMBERS				RETIRED MEMBERS
CITY	.LIFE	A.D. & D	COST	
ALLEN PARK	17,500	Yes	156	7,500
CORSE	15,000	Yes	59	
ARDEN CITY	20,000		621	5,000
HELVINDALE	35,000	Yes	203	
PLYMOUTH	30,000(approx)		265	
SOUTHGATE	15,000		70	10,000
TAYLOR	25,000	Yes	300	
JAYNE	(15,000)	Estimated based on cost	88	
WESTLAND	(20,000)	" " "	118	
WYANDOTTE	15,000		103	2,000
FLAT ROCK	20,000	Yes	168	
GIBRALTER	20,000		306	
GROSSE ILE	30,000		176	
RIVER ROUGE	8,000 plus \$500 for 36 mos. survivor	6,000 to survivor	153	
RIVERVIEW	15,000		88	2,000
ROCKWOOD	25,000	Yes	147	
TRENTON	20,000	Yes	118	4,000
WOODHAVEN	20,000	Yes	240	
LINCOLN PARK	10,000		168	2,000

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It is obvious from the foregoing that the City's proposal more
nearly comply's with the factors of Section 9a of the Act.

AWARD

The Panel awards the City's Last Best Offer on Life Insurance.

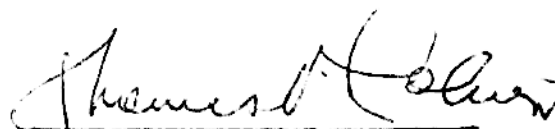
ALL OTHER PROPOSALS WITHDRAWN

As a result of the several agreements reached by the parties,
each party has withdrawn all other offers, demands and proposals, and have
further agreed that all contract language not modified by the awards on each
issue shall remain unchanged and be incorporated into the new contract in such
unchanged form.

SUMMARY

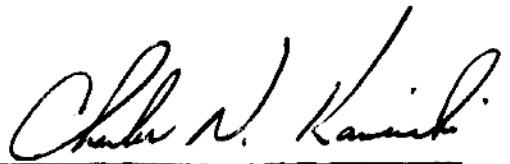
Attached hereto, as Appendix IV is a summary of the Awards of
the Panel of each of the issues.

Dated: June 2, 1982


THOMAS V. LOCICERO, Chairman

The undersigned Union Delegate hereby concurs with the Chairman
on the following awards:

Dated: June 21, 1982


CHARLES KAMINSKI, Delegate
*DESCENDING - DO NOT
AGREE*

The undersigned City Delegate concurs with the Chairman on the
following awards:

Dated: June 21, 1982

Agree on all issues


GLENFORD S. LEONARD, Delegate

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<u>Issue</u>	<u>City's Last best Offer</u>
U-1	1981-82 wage freeze. Non-contributory pension except for a 1% employee contribution effective April 1, 1982. Association to withdraw minimum manning grievances. \$600 lump sum payment to be paid to patrolmen. Wage re-opener for 1982-83.
U-2	Reduce the pay increments to a three-year schedule and increase the probationary period to 18 months. ✓
U-3	Effective April 1, 1982 all detectives would be promoted to the rank of Sergeant.
U-4	Effective April 1, 1982 the City to assume 100% of dental insurance premiums. Effective July 1, 1982, the City to increase term life insurance from \$10,000 to \$30,000.
U-5	Effective April 1, 1982 gun allowance to be increased from 2% to 3%.
U-6	No change in shift differential provision.
U-7	Effective April 1, 1982 the furlough schedule would be modified by adding one day of furlough time for each year of service beginning on the 21st anniversary to a new maximum of thirty (30) days. Furlough slots to be broken down into twenty-four (24) weekly increments. The book time limit, including both furlough and overtime to be reduced to forty (40) hours. All overtime in excess of 40 hours to be paid in cash, with officers having the option to sell their book time back to the City.
U-8	Termination benefit language to be added to the contract as determined by arbitrator Theodore St. Antoine.
U-9	No like benefit clause, favored nations clause or parity clause to be added to the agreement.
C-1	Experimental minimum manpower modifications relating to officers going home sick after reporting for duty, training or schooling. Bonus of \$200 to be paid to all patrolmen effective April 1, 1982 and a second bonus of \$200 to be paid to patrolmen effective July 1, 1982.
C-2	The City withdraws its proposal.
C-3	The City withdraws its proposal.
C-4	The City withdraws its proposal.
C-5	The City withdraws its proposal.


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Appendix I

- C-6 The City withdraws its proposal.
- C-7 Disciplinary process to be modified by addition of a system of progressive discipline consisting of 5 steps.
- C-8 The City withdraws its proposal.
- C-9 The City withdraws its proposal.

The City of Lincoln Park wishes to express its appreciation for the consideration, courtesies and assistance of the arbitration panel chairman and panel members during the pendency of these proceedings.

Dated: March 10, 1982


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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

LINCOLN PARK POLICE OFFICERS
ASSOCIATION (FRATERNAL ORDER
OF POLICE, STATE LABOR COUNCIL),

Union

-and-

CITY OF LINCOLN PARK,

Employer

ARBITRATION PURSUANT TO ACT 312
OF PUBLIC ACTS OF 1969 AS AMENDED
L.P.P.O.A. (UNION) LAST OFFERS

PANEL OF ARBITRATORS:

THOMAS V. LOCICERO, ESQUIRE - Impartial Chairman

CHARLES KAMINSKI - Union Delegate

GLENFORD S. LEONARD - City Delegate

UNION ISSUES:

1. Wages

1981-82 10.5% increase in base

1982-83 7.5% increase in base

These percentages to apply across the board and to be retroactive.

IMPORTANT NOTE: If the Panel adopts the City's offer, then it is
urged that the following language be added by the Panel. This

was agreed to by the Command Officers and the City in their most recent tentative agreement, and is most appropriate because of the "in lieu of offer" made by the City:

Payments made by the City of Lincoln Park pursuant to this section shall be contributed to the annuity savings fund as if the member made said contribution with all rights and privileges pertaining thereto.

It is stipulated and agreed between the parties that assumption of the payment of pension contributions by the City of Lincoln Park as specified herein shall have no effect on the operation of the Pension System, control of the Pension System, and/or rights of the parties with respect to the Pension System, and further, that neither party asserts that the alteration in payment of contributions to the Pension Fund as specified herein shall have any effect on any rights which the parties presently have in the Pension System or its operation.

2. Steps to Top Wage

The Union can accept the City's reduction of the step increases from four (4) years to three (3) years; the specific numbers to be worked out by the Panel with the inclusion of:

Officers currently in the pay range would remain in the existing scale until the new scale would benefit them. All new Officers would be placed on the above scale.

3. Upgrading of Detective Classification

The Union proposes that all Detective Unit members be reclassified and upgraded to the rank of Detective/Sergeant. In return, all related grievances now pending would be withdrawn.

4. Insurance

a) Life Insurance: All active members to receive \$25,000.00 AD & D. All retired members to receive \$5,000.00.

b) Dental: The City shall pay all premiums (100%).
Since the City has offered, we will accept.

5. Gun Allowance

The Union suggest that the amount be increased from two (2%) percent to three (3%) percent.

6. Shift Differential

The Union proposes the following:

\$.30 per hour for afternoon shift

\$.35 per hour for twi-light shift

\$.40 per hour for midnight shift

Union Exhibit No. 2 and City Exhibit No. 7 (Exhibit 35) supports this request.

7. Furlough (Vacation) and Personal Leave

Furlough: a) Members with fifteen (15) years of service to receive two (2) additional days per year.
b) Furlough time may be added to the book time without limit.

Personal Leave: Members can take thirty two (32) hours of personal leave time as regular personal leave subject to , minimum manpower requirements.

8. Termination Benefits

Termination Allowances:

Any member who terminates his/her employment prior to attainment of his/her longevity anniversary date, or other payment date due to retirement or death, shall receive the Longevity, Holiday, gun and clothing (but not the cleaning) allowance which would be due for the fiscal year in which termination occurs. Such payments to be made on the date of termination, providing at least two (2) weeks notice has been given. (The cleaning allowance shall be paid on a prorated basis.)

Benefit At Death:

In the event termination is due to a member's death, said terminal benefits and any compensatory book time shall be paid to his/her beneficiary, heirs or estate.

Payments For Furlough Time:

Each member shall be entitled on his/her resignation or retirement to receive any leave or furlough time accruing to said member. (Compensation time can be taken in time off or cash at a member's option upon retirement.) On death, such accrued furlough time shall be paid to his/her beneficiary, heirs or estate.

Like Benefits Clause:

The L.P.P.O.A. proposes a Favored Nations Clause which would entitle its members to all economic and fringe benefits adjustments gained by the Lincoln Park Fire Department Association and Lincoln Park Command Officers Association, which either by negotiations or arbitration, during the life of the Bargaining Agreement, which surpass all negotiated or arbitrated economic and fringe benefits awarded to the Union.

CITY ISSUES:

1. Article XIX - Discipline/Discharge:

The Union requests status quo because no need has been shown to modify the same.

2. Article X - Management Rights:

The Union requests status quo because the employer's suggestion is overbroad and no necessity has been shown to change existing language.

3. Article V - Sick Leave Usage:

The Union requests status quo because, on the whole, no abuse has been shown, nor has a need to change been shown.

4. Article XI - Working Conditions - Section F: Minimum Manning:

The Union proposes status quo; this provision directly relates to safety of Unit members. We believe that no competent,

nor material, evidence has been established to justify the position of the City. It should be remembered that the Unit has lost seven (7) members over the last two (2) years, and this provision is really the only protection the Unit has. Further, it prevents further erosion of the Unit; and it has been in the Agreement for a number of Contracts.

5. Article IV, Section 2:

The Union urges status quo and/or the adoption of their relevant proposal.

6. Article IX, Section 3:

The Union urges that their proposal be accepted.

7. Save Harmless Provision (new):

The Union suggests status quo.

8. Article XII, Section (h):

The Union urges status quo. The same arguments that apply to Number 4 (City) apply equally toward the disposition of this issue.

9. Article IX, Section 1(b):

The Union urges adoption of its demand.

LAW

Act 312 of the Public Acts of 1969, as amended (MCLA 423.231 et seq.) is the statutory authority for the process of binding arbitration in the area of police and fire contract disputes.

IN COMPARABLE COMMUNITIES

CITY	SALARY	COLA	LONGEVITY	HOLIDAY PAY	GUN ALLOWANCE	UNIFORM	UNIFORM CLEANING	PENSION	HOSPITAL INSURANCE	TOTAL
Allen Park	\$21,398	Max 2.3% 492	250	\$1,400	365	375	175	\$5,069	\$2,580	\$32,104
Ecorse	\$23,167	0	300	667	365	250	275	\$4,900	\$2,794	\$32,718
Garden City	\$24,200	0	350	1,210	365	450	0	\$4,389	\$2,274	\$33,238
Melvindale	\$23,423	1,248	120	991	300	355	0	\$5,216	\$2,629	\$34,282
Plymouth	\$25,378	0	400	1,464	0	500	0	\$5,448	\$2,169	\$35,359
Southgate	\$24,087	0	225	976	365	390	180	\$8,135	\$1,500	\$35,858
Taylor	\$22,075	3,016	240	1,273	365	550	0	\$8,164	\$1,493	\$37,176
Wayne	\$24,662	0	300	1,044	575	600	0	\$6,496	\$2,209	\$35,886
Westland	\$25,711	0	250	1,384	365	500	0	\$6,096	\$2,183	\$36,489
Wyandotte	\$22,734	0	200	1,137	365	550	0	\$4,887	\$1,708	\$31,581
Flat Rock	\$23,971	0	225	1,198	300	450	400	\$5,079	\$2,577	\$32,200
Gibraltar	\$23,911	0	700	1,195	300	500	0	\$3,394	\$1,742	\$30,059
Grosse Ile	\$23,171	0	200	802	200	550	0	\$4,875	\$2,472	\$32,270

CITY	SALARY	COLA	LONGEVITY	HOLIDAY PAY	GUN ALLOWANCE	UNIFORM	UNIFORM CLEANING	PENSION	HOSPITAL INSURANCE	TOTAL
River Rouge	\$24,826	0	300	\$1,527	365	600	0	\$5,404	\$2,124	\$35,146
Riverview	\$25,000	0	300	1,153	0	300	300	\$5,291	\$2,124	\$34,468
Rockwood	1980-81 \$19,839	0	400	839	0	400	200	\$4,216	\$2,124	\$28,018
Trenton	7/1/81 \$23,211 2/2/82 \$24,488	0	225	1,184	365	375	400	\$5,090	\$2,124	\$33,613
Woodhaven	\$23,865	0	225	1,101	0	475	440	\$2,208	\$2,125	\$30,439
Average including COLA -	\$23,890									
Lincoln Park (includes pension increase	\$22,448	\$1,789	555	1,008	437	275	138	\$8,570	\$2,034	\$37,354

APPENDIX III

This document paid for with State funds.

SUMMARY OF AWARDS

TERM OF CONTRACT -

Two (2) years, from July 1, 1981 through June 30, 1983.

U1(a) WAGES: FIRST YEAR OF CONTRACT

The wages of all members of the Bargaining Unit shall remain frozen for the first year of the contract. In lieu of a pay increase, the City shall pay all but one (1%) percent of the officers' contribution to the Lincoln Park Police and Fire Pension System beginning on April 1, 1982. Further, on April 1, 1982, the City shall pay a lump sum payment in the amount of Six Hundred (\$600.00) Dollars per member to members of the Bargaining Unit.

U2 - UPGRADE DETECTIVES TO SERGEANTS

The City shall promote all members currently holding the rank of Detective to the rank of Sergeant. Such promotion shall occur on April 1, 1982. Promoted Detectives shall immediately assume privileges and responsibilities of Department Sergeants. The promoted Detectives shall not be eligible for the Six Hundred (\$600.00) Dollar lump sum payment. All Detectives being elevated to the rank of Sergeant shall continue to be assigned to the Detective Division unless transferred to the uniform division by virtue of a voluntary transfer or a transfer for just cause.

The Class Action Grievance (#13-81) brought by the L.P.P.O.A. against the City of Lincoln Park and any other grievance concerning minimum manning which are pending of April 1, 1982 are to be withdrawn by the Association.

U-3 - STEPS TO TOP SALARY

Effective April 1, 1982, the wage schedule shall be as follows:

Starting salary	\$16,731.00
1 Year	19,535.00
2 Years	20,366.00
3 Years	21,848.00

The probationary period for a new officer shall be eighteen (18) months commencing from the officer's starting date.

U-4(a) - DENTAL INSURANCE

Effective April 1, 1982, the City shall assume one hundred (100%) percent of the members' dental insurance premiums.

U-5 - GUN ALLOWANCE

Effective April 1, 1982, gun allowance payable to members of the Bargaining Unit shall be increased from two (2%) percent to three (3%) percent.

U-6 - SHIFT DIFFERENTIAL

The shift differential shall remain as stated in the current contract.

U-7 - FURLOUGHS

Effective April 1, 1982, the City shall increase the furlough schedule as follows:

Increase of one (1) day per year to the present furlough scheduling from the twenty first (21st) year of service to a maximum of thirty (30) days.

Furlough slots shall be in twenty four (24) weekly increments. There shall be a maximum of forty (40) hours book time limit.

All overtime is to be paid in cash or book time not to exceed forty (40) hours. Officers shall have an option to sell book time back to the City. There shall be no loss of existing book time until the affected member is down to the minimum.

U-8 - TERMINATION BENEFITS

The interpretation of the termination benefit clause in the Labor Agreement shall be determined by Arbitrator Theodore St. Antoine in the proceedings presently pending. Both the City and the Union shall abide by the Arbitrator's decision in that matter.

C-1 - DISCIPLINARY POLICY

The City shall modify its disciplinary policy with the complete elimination of the suggested code of discipline. The City's disciplinary policy therefore shall be a progressive disciplinary system consisting of the following progressive discipline:

- Corrective counseling
- Oral reprimand
- Written reprimand
- Suspension without pay
- Discharge

Corrective counseling shall consist of any counseling given by a

superior officer and shall not be reduced to writing. Oral reprimand shall be given only by the Chief of Police, or his designee. All other disciplinary actions shall be a part of the officer's personnel file containing full details of the disciplinary action take.

Any other aspects of the disciplinary policy that are necessary to clarify the disciplinary process shall be negotiated by the parties.

C-8 - MINIMUM MANPOWER

The City shall maintain minimum manning at the current level as the minimum acceptable staffing for normal operating procedures. Providing, however, that the Shift Commander may exercise discretion as to maintaining the minimum acceptable staffing under circumstances which occur after roll call has been held (i.e. officer going home sick after reporting for duty), or under circumstances where the officer is taken off shift for training or schooling.

The determination of the Shift Commander not to fill vacancies for the above reasons shall be expressly subject of the grievance procedure.

The foregoing changes in the minimum manpower provisions shall be experimental and shall be reviewed by the City of Lincoln Park and the Lincoln Park Police Officers Association at the end of a one (1) year trial.

As an incentive to initiate this experimental procedure, the City of Lincoln Park shall pay a Two Hundred (\$200) Dollar bonus to all patrolmen effective April 1, 1982 and an additional Two Hundred (\$200) Dollar bonus to be paid to said officers on July 1, 1982.

1982-83

U-1(b) - WAGES (1982-83)

Effective July 1, 1982, the City agrees to roll in the Cost of Living benefit of One Thousand, Seven Hundred Eighty Eight and 80/100 (\$1,788.80) Dollars into the base rate. Further, the issue of wages shall be subject to re-opening as of July 1, 1982.

U-6 - SHIFT DIFFERENTIAL

There shall be no increase in the present shift differential formula for members of the Association, during the second year of the contract.

U-4(c) - OPTICAL PROGRAM

The City shall provide an optical plan equal to the City Optical Plan or an optical insurance plan of equal value.

U-4(a) - LIFE INSURANCE

The City shall increase the amount of term life insurance for members of the Association from Ten Thousand (\$10,000.00) Dollars to Thirty Thousand (\$30,000.00) Dollars with accidental death and dismemberment provisions.


WITHDRAWAL OF ALL OTHER PROPOSALS

All other offers, demands and proposals are withdrawn and all contract language not modified by the Awards herein made shall remain unchanged and be incorporated into the new contract.

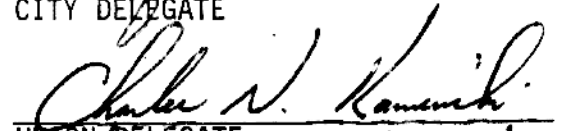
PANEL RETAINS JURISDICTION

The Panel hereby retains jurisdiction of this matter for a period of thirty (30) days to aid in clarifying and settlement of any further questions.

Dated: June 21, 1982


CHAIRPERSON


CITY DELEGATE


UNION DELEGATE

DISSENTING - DO NOT
HOREB