

(Clarification)  
486

Extra

8/74

ARB

Madison Heights, City of

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF:

CITY OF MADISON HEIGHTS, MICHIGAN

-and-

THE COMMAND OFFICERS ASSOCIATION OF  
MADISON HEIGHTS  
Affiliated with  
TEAMSTERS UNION, LOCAL NO. 214

8/74

On April 4, 1974 the undersigned LEON J. HERMAN, as chairman, and ORLANDO VARGAS and PAUL GULLY, as members of a panel of arbitrators duly appointed pursuant to Act 312 of Public Acts of 1969, as amended, issued their findings of fact, opinion and award in the above matter.

Among other issues it was directed that "the current longevity program shall be continued without change, except payment shall be based upon the employee's anniversary date of hire".

It was further directed that "employees who have obtained a college degree shall receive \$100 per annum. Employees who have obtained an associate degree shall receive an additional \$200 per annum".

Following the issue of the opinion and award the parties

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Herman, Leon J.

entered into negotiations for a new contract. They were unable to agree upon the implementation of the two awards above mentioned, and by request in writing recalled the panel to a formal hearing on June 20, 1973 at Madison Heights City Hall to amplify and clarify its opinion and award with respect to the matters above mentioned. A court reporter was waived. Both parties have submitted briefs in support of their respective positions.

The Union appears to have no problem with respect to interpretation and implementation of the panel's award with respect to the longevity issue. The City fears that it will result in an increase in longevity payments, which it agrees was not intended by the panel. The City proposes that the officers receive a pro-rated payment on July 1, 1973 based upon the time since the employee's last anniversary date with the balance payable upon the officer's next anniversary date. It cites, as an example, Lieutenant Badgley, whose anniversary date is June 21, 1954. He received, or should have received, 1/2 of 6% of his base pay on July 1, 1973 and 1/2 of 6% on December 31, 1973. He is entitled to an increase in longevity payment to 8%. The Union has demanded 8% of base pay be paid on June 21, 1973 in full, which would bring all the payments within the same fiscal year and "double dip", to which the City strongly objects.

The City proposes that the officers receive a pro-rated payment on July 1, 1973 based upon the time since their previous

anniversary date with the balance payable on the officer's anniversary date next succeeding. Thus, Lieutenant Badgley would receive 1/2 month payment on July 1, 1973 and the remainder to full payment on June 21, 1974. This would amount to approximately two weeks of 6% of base pay on July 1, 1973 and approximately 50 weeks at 8% of base pay on June 21, 1974. The City maintains that this would recognize the fiscal year concept as an integral part of the award.

The Union argues that the proper procedure is to pay the employee his regular longevity payment on July 1, 1974 and then a full payment on his next anniversary date. In this way the officers would catch up on lost time.

I note that the 1973 - 1976 collective bargaining agreement with the Madison Heights Police Officers Association, effective July 1, 1973, provides in Article XXII:

Be it provided, however, commencing July 1st, 1974, longevity payments will be based on an anniversary date index and the longevity bonus will be paid on the employee's anniversary date.

I do not understand why this provision offers no insoluble problems where patrolmen are concerned, yet becomes a matter of great difficulty when applied to command officers. Nor do I see any serious dilemma in double dipping. The number of people involved is far too small to create insuperable financial exigencies.

The Chairman proposes that the 1973 - 1974 longevity bonus payments be made as usual on July 1, 1974. Thereafter, on his next succeeding anniversary date, each officer shall receive his bonus pro-rated from July 1, 1974 to his anniversary date. The full annual bonus payment shall be paid annually thereafter on the officer's anniversary date of hire.

It would seem that this should resolve the problems which appear to be facing the parties.

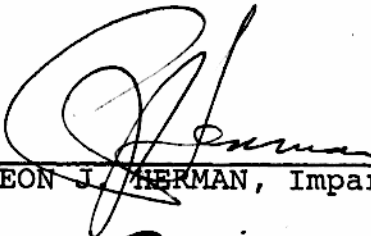
On the educational attainment issue, the City agrees in its brief that an officer with a certificate in law enforcement and an associate degree in law enforcement would receive a total of \$300.00. The City proposes that the following interpretive language be established.

The first payment shall be pro-rated between the date the certificate or associate degree is received and the end of the fiscal year divided by 12 months to be paid on the first pay period subsequent to June 30th. All payments thereafter shall be on a lump sum basis on the first pay period subsequent to June 30th of the succeeding years.

The above proposal appears to be reasonable and is recommended by the Chairman.

Mr. Vargas dissents as to the manner of payment of longevity bonus. Mr. Gully concurs. All panel members unanimously approve the section on educational appointment.

Award is made accordingly.

  
LEON J. HERMAN, Impartial Chairman

  
ORLANDO VARGAS, City Member

  
PAUL GULLY, Union Member