

*Roumell, George T. 12/30/83*

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In The Matter of:

CITY OF MELVINDALE

-and-

MERC Case No. D83 G-2075

(Act 312)

MELVINDALE POLICE SUPERVISORS  
ASSOCIATION

ARBITRATION PANEL'S FINDINGS OF FACT  
OPINION AND ORDER

*George Roumell*

APPEARANCES:

FOR THE CITY OF MELVINDALE:

John A. Entenman, Attorney  
William Donahue, Chief of  
Police  
Antonio Calderoni, Comm.  
Public Works

FOR THE MELVINDALE POLICE  
SUPERVISORS ASSOCIATION:  
Richard G. James, Attorney  
Kasper Ohannasian, Lt. MPSA  
James J. Brophy, P/Chief MPSA

On August 30, 1983 the Michigan Employment Relations Commission received a joint Petition filed by the City of Melvindale and the Melvindale Police Supervisors Association seeking an appointment of an Act 312 Panel under Act 312 Public Acts of 1969, as amended. The undersigned Chairman was appointed by the Commission to serve as the Panel Chairman. The delegate of the City is Antonio Calderoni. The delegate of the Melvindale Police Supervisors Association is James J. Brophy, Sr.

A hearing was held on December 14, 1983. The parties waived all time limits under the Statute as well as a transcript. The parties agreed that the issues are all economic and

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*Melvindale, City of*

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are wages, salary differential, cost of living allowance, vacancy in rank.

The contract should cover a period from January 1, 1982 through December 31, 1984. The reason for this was that the previous agreement expired on December 31, 1981. Since that time the two other uniform groups within the City of Melvindale have negotiated collective bargaining agreements for the period commencing January 1, 1982 through December 31, 1984. In each case, the Fraternal Order of Police representing the Patrolmen and Sergeants, and the International Association of Firefighters representing the Fire Department, reached Agreements on the eve of Act 312 proceedings.

As the Chairman of the Panel indicated to the delegates this bargaining pattern would suggest that the appropriate contract in this situation would be a three year contract. The delegates agreed and it will be so ordered.

In reviewing the economic issues - wages, salary differentials and cost of living allowance, they all involve salaries and fringe benefits. The other uniformed groups, the patrolmen and sergeants and the firefighters have settled on agreements that provide in 1982 for a \$.60 cost of living and in 1983 and in 1984 a \$.30 cost of living.

Section 9 of the Act sets forth the criteria to be followed by an Act 312 Panel. Among the criteria would be comparables as well as the bargaining pattern within the City. When one notes the comparables with the other uniformed groups

and the bargaining pattern, there is no reason to treat the police command any differently than other representative personnel in the Police Department or in the sister uniform group, the firefighters, who have parity with the police. For this reason; the Chairman, joined by the City delegate, will order the aforementioned cost of living.

The same principal applies to wages. The other uniform groups received no increase in wages in 1982 and in 1983. For 1984, the police have agreed to the following clause.

"In October, 1983 a representative of the Union, a representative of the City, and Harry Lester (of the United Steelworkers of America) shall decide whether to reopen this Agreement for calendar 1984 wage rates only. The decision whether to reopen shall be based on analysis and review of the City's state equalization valuation, budget, certified audit, and other matters regarding the City's financial and economic status."

The Firefighters' Agreement provides "Should the 1982-1984 Melvindale Police Collective Bargaining Contract (F.O.P.) be reopened for calendar year 1984 wages, and should said police receive increases or decreases in wages for said period, the firefighters shall be treated equally."

Because of the bargaining pattern and the historical relationship between the uniformed groups and their collective bargaining agreements the majority of the Panel, namely the

Chairman and the City delegate will order the following language.

"In the event that the F.O.P. contract is reopened pursuant to the terms of Section 10.3 of that contract for the calendar year 1984 then at the option of either the City of Melvindale or the Melvindale Police Supervisors Association the 1982-1984 collective bargaining agreement herein ordered may be reopened for wage rates only for the 1984 calendar year."

In reviewing the issues as they relate to fringe benefits there was testimony concerning the training and education of command officers. For this reason the Chairman of the Panel and the Supervisors' delegate will order a one time only educational allowance of \$800.00 payable the second pay period in February, 1984. It must be emphasized that this allowance is a one time only payment to be paid at the time indicated. This allowance shall only go to the four present active members in the bargaining unit on the active payroll and will be paid as of the second pay period in February, 1984. This payment shall not be a precedent for future contracts. It is a one time only situation payable in 1984 as indicated.

Article 8, Section C(2) of the expired agreement provides: "Any vacancy in rank to be filled within 30 days of such vacancy". Although this has been a provision in the parties' collective bargaining agreement for some time, by past practice the parties have modified this and not required the

Department to fill the vacancies. It is in the best interest of the collective bargaining relationship that said language should be removed from the collective bargaining agreement as the parties by their mutual consent no longer comply with this language. For this reason the Chairman joined by the City delegate will order that said language not appear in the 1982-84 contract and be removed.

There were some benefits insofar as jury duty is concerned negotiated in the F.O.P. contract. This benefit will also be contained by unanimous order of the Panel in the Supervisors' contract for 1982-84.

The F.O.P. contract contains the following language: "For overtime and all applicable fringe benefit purposes, a employee shall be paid on the basis of annual salary divided by 2,080 hours per year. This section only shall be retroactive to January 1, 1981." As this is in the F.O.P. contract and represents the pattern in bargaining a unanimous Panel will order that this clause be contained in the Supervisors' agreement.

The provisions for cost of living have not been paid thus far because obviously cost of living is just being ordered. Therefore the COLA will be paid at the first pay period following 14 days from this Order, namely the COLA for 1982 and 1983.

The City delegate as well as the Supervisors' delegate have authorized the Chairman to sign this Award and have waived their signatures. The Opinion itself indicates the appropriate dissents.

ORDER

IT IS HEREBY ORDERED that the provisions and matters discussed in the body of this Opinion shall appear in the parties' 1982-84 collective bargaining agreement and that the dissents recorded shall apply as to the individual issues where indicated.

  
GEORGE T. ROUMELL, JR.  
Chairman

Dated: December 30, 1983