6/25/83
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STATE OF MICHIGAN
ACT 312 ARBITRATION

IN THE MATTER OF THE INTEREST ARBITRATION BETWEEN: City of Midland, Michigan -and- Police Officers Association of Michigan (POAM)	Michigan Employment Relations Commission Case No. L82 F-531 Before: Jerome H. Brooks Arbitration Panel Chairman William Birdseye Panel Delegate (Union) C. R. Miles Panel Delegate (Employer)

Midland, City of

FINDINGS, OPINION, AND ORDER

APPEARANCES:

For the City:

Mr. John J. Rae, City Attorney
Mr. William Clarkson, City Personnel Director
Mr. Jack Duso, City Administrative Assistant
Mr. Donald S. Harcek, City Police Chief
Mr. James Schroeder, City Planning Director

For POAM:

Mr. William Birdseye, POAM Treasurer and Business Agent
Ms. Ann Maurer, POAM Labor Economist
Mr. Keith Stewart, President, Midland POA
Mr. Lawrence Quinn, Vice-President, Midland POA
Mr. Gerald Caufield, Bargaining Committee Member
Mr. Ronald Conley, Bargaining Committee Member
Mr. William Kerr, Bargaining Committee Member

FINDINGS, OPINION AND ORDER

The most recently expired collective bargaining agreement between the parties covered the period of July 1, 1980 - June 30, 1982. Article III of that Agreement defines the collective bargaining unit as "all sworn police officers of the City of Midland, Michigan, excluding all officers holding the rank of Lieutenant and higher." A City exhibit states that there were 34 employees in this unit, plus three vacancies, at the time the exhibit was prepared.

On June 29, 1982, POAM filed the instant petition with MERC seeking compulsory interest arbitration pursuant to Act 312, Public Acts of 1969, as amended, [M.S.A. 17.445(31) et. seq.] to resolve and determine the appropriate terms of their new Agreement relative to which the parties are at impasse. The petition was amended on August 20, 1982 to specify the issues - then nine in number - over which impasse had developed. It was further amended on December 8, 1982 to add a tenth issue, "TV in Dispatch Room."

MERC's October 8, 1982 letter to the arbitration panel chairman notified him of his appointment to that position. The individual designated by each party to serve as its panel delegate is indicated in the case caption above. William Birdseye has served in the dual capacity of panel delegate and the union advocate at the hearing and also is signatory to its post-hearing brief.

The arbitration panel conducted a pre-hearing meeting with the parties to explore, determine, reduce, and specify the issues in the case and to determine the procedures to be followed at the formal evidentiary hearing which subsequently took place in Midland,

Michigan on January 24, 25, and 26, 1983. As specified in Section 6 of the Act, [M.S.A. 17.455(36)] a verbatim record of the formal hearing was made.

A. ISSUES TO BE RESOLVED

Consistent with the terms of Act 312, the parties agree that their new Contract will consist of the terms of the July 1, 1980 - June 30, 1982 Agreement, as amended by certain written "Tentative Agreements" they negotiated both previous to the filing of the petition for the instant arbitration and during the course of the hearing, plus the contractual terms which the arbitration panel directs in resolving the issues before it.

The duration of the new Agreement originally was an issue but the parties stipulated at the hearing that the new Agreement will cover the two year period commencing July 1, 1982 and ending June 30, 1984. The stipulation was approved, and accordingly, the arbitration panel will order that the new Agreement will be for that duration.

Five of the original ten issues remain to be resolved by the arbitration panel. The parties agree, and the panel concludes, that one of these issues is non-economic and four are economic within the meaning of Section 8 of Act 312. [M.S.A. 17.455(38)] In the order in which they are considered herein, these issues are:

Economic:

1. Wages
2. Retroactivity
3. Additional holidays
4. Imposition of cap upon City's contribution toward health insurance

Non-economic:

1. Dispatchers viewing TV

Under Section 8 of Act 312, [M.S.A. 17.455(38)] "[a]s to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors described in Section 9." In turn, Section 9 [M.S.A. 17.455(39)] requires the arbitration panel to base its order upon the following factors, as applicable:

(a) The lawful authority of the employer.

(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.

The Michigan Legislature has mandated that arbitration panels limit themselves to the eight factors quoted above in reaching their conclusions as to each economic issue. Seven of these factors deal with specific subjects and the eighth, although considerably broader than the others, at the same time does not permit this arbitration panel, without restriction, to dispense justice based upon its own predilections. Rather, the panel is commanded to consider only those factors which are normally and traditionally considered when collective bargaining occurs.

Citing City of Detroit v. Detroit Police Officers Association, 408 Mich. 410 (June, 1980), the City's brief observes that the Michigan Supreme Court has emphasized that the factors listed in the lettered sub-sections of Section 9 of the Act are to be applied by impasse panels "as applicable". 408 Mich. 461-62. The panel agrees with the conclusion reached in the City's brief that it is the panel's function to decide which of the factors are applicable and what weight should be given to any one factor. The application of the statutory factors involves an art rather than a science.

The parties are not in dispute concerning the factors contained in sub-sections (a) and (b) of Section 9. The "interest and welfare" provision of sub-section (c), as it applies to the instant case, is viewed differently by the parties, but there is no serious dispute concerning the "financial ability . . . to meet these costs" provision of that sub-section.

Of the Michigan cities classified by either party as comparable for purposes of the factors in sub-section (d) for which the pertinent information was placed into the record, Midland in 1981 had both the greatest total State Equalization Valuation (SEV) and the

greatest SEV per capita. There were ten such cities for which millage information was placed into the record and Midland's tax millage rate was the eighth lowest. (8.11) The seven highest ranged from 10.25 to 25.80. As might be anticipated in these circumstances, the City makes no claim of inability to meet the costs of POAM's economic proposals and, in respect to this significant factor, the panel concludes that the City has the financial ability to pay.

Considerable evidence was placed into the record by each party concerning sub-sections (d) and (e), and the City offered limited testimony relative to sub-section (f). Without fault on the part of either party, neither of them placed comprehensive evidence into the record from which the costs of the total direct and indirect wage packages for employees in public and private employment in comparable communities doing comparable work could be compared with the cost of the total direct and indirect package proposed by POAM for the Midland police officers.

In respect to the factors in sub-section (g), the Award in MERC Arbitration Case No. L82 C-236 between the City of Midland and Midland Fire Fighters Local 1315 was issued on May 27, 1983. Pursuant to the opportunity afforded to them by the undersigned chairman of the panel, the parties here submitted position statements on the question whether the panel is empowered to consider the Fire Fighters Award inasmuch as it was issued after the record in the instant case was closed. The parties also submitted position statements on the appropriate weight to be given to the Fire Fighters Award. The panel concludes that it has the authority pursuant to sub-section (g) to reopen the record to consider that

Award and hereby does so. The weight to be given to the Award is discussed below.

Finally, the City offered evidence relative to the City's economic conditions today, the uncertainty that federal and state funds will continue to flow into the City treasury as in the past, and the depressed business conditions which presently are being experienced by Midland's two largest employers, the Dow Chemical Company and Dow Corning Corporation.

During its deliberations, the panel has been conscious of the factors listed in Section 9 of the Act and has conscientiously applied them when resolving each issue which has been raised before it. Of special relevance to the economic issues here are sub-sections (d) and (e). Additionally, the interests and welfare of the public, referred to in sub-section (c), of course, have been kept in mind by the panel throughout these proceedings.

I. WAGES AND RETROACTIVITY

According to Section 8 of Act 312 [M.S.A. 17.455(38)], "[a]s to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9." It is the panel's duty, then, to adopt whichever of the last best offers (LBO) of the parties more nearly complies with those factors listed above which are relevant to these proceedings, emphasizing again that there is no neat mathematical formula by which this can be accomplished.

For the two year period of July 1, 1982 - June 30, 1984 which the Agreement will cover, the Union's direct wages LBO consists of

a 3% across-the-board increase effective July 1, 1982, a similar 3% increase effective January 1, 1983, and a 4% increase effective July 1, 1983. The City's direct wages LBO consists of a 4% across-the-board increase effective January 3, 1983 and, similar to the Union, a 4% increase effective July 1, 1983.

Charting the two LBOs, they appear as follows:

	7/1/82	1/83	7/1/83
City	--	4%	4%
POAM	3%	3%	4%

At the hearing, based upon agreement of the parties, the panel ruled that each party was to offer a single package LBO covering the entire two year period of the Agreement and that the panel would accept one package or the other. Inasmuch as the Union's LBO package includes an increase effective July 1, 1982 and the City's does not, the retroactivity issue must be treated as an inseparable part of the "package" decision of the panel on the direct wages issue.

On the basis of population, geographical location, and form of government, the Union submitted as comparable to Midland the following cities:

Battle Creek	Holland	Muskegon
Bay City	Jackson	Portage
Burton	Kentwood	Port Huron

On the basis of approximately a dozen enumerated criteria, the City submitted as comparable to it the following cities:

Adrian	Kentwood	Portage
Burton	Monroe	Port Huron
East Lansing	Mt. Pleasant	Traverse City
Holland	Muskegon	Walker
Jackson	Norton Shores	Wyoming

Both parties used the Michigan Municipal League's Area II geographical definition in preparing their comparables, except for Traverse City, which the City included.

"Comparable" is neither defined in the statute nor capable of a precise definition which fits all cases. In selecting its comparable cities, each party used criteria which resulted in selections which tended to favor its position. It is readily apparent that there are many additional criteria which the parties could have used in their selections of comparables. It cannot be said with assurance that only one of the two sets of comparables is appropriate. In reaching its conclusions here, the panel has relied on relevant statistics pertaining to both sets of comparables.

As observed earlier, there is no issue before the panel in respect to the important factor of ability to pay: It is undisputed that the City has the means with which to meet either of the LBOs. As might be anticipated because of the advantageous position it is in because of its tax base resulting from the presence within its boundries of two substantial manufacturing concerns, Midland ranks among the better paying comparable cities in respect to police officers's salaries. If the Union's proposed 3% increase effective July 1, 1982 is granted, on that date 3 of the 9 Union comparables will be paying their police officers more than Midland does and 6 will be paying less. Of the City's 15 comparables, statistics are available for 14 and all but 1 will be paying less than Midland at that time. (Both parties used the rates of officers at the top step as the benchmark because the largest number of officers fall into this group.)

A comparison between each of the LBOs and police salaries in other cities is as follows:

	7/1/81	7/1/82	1/1/83	7/1/83
POAM LBO	$23,760	$24,473	$25,207	$26,215
City LBO	23,760	23,760	24,710	25,698
Average of POAM's comparable cities (including COLA)	22,180	23,912	24,106	not available
Average of Midland's comparable cities (including COLA)	22,209	22,797	------	24,552

As of July 1, 1981, the City's pay scale (top step) for its police officers was approximately $1,580 higher than the average of the Union's comparables and approximately $1,550 higher than the average of the City's comparables. Whether the Union's or the City's LBO is accepted, this salary difference will decrease during the early part of the Agreement and will not be appreciably different in respect to the City's comparables (only statistics available) after July 1, 1983. Using July 1, 1981 as a base, including the July 1, 1983 proposed increase, the City's proposal would result in a 10.3% increase. During the same period, the average increase among the City's comparables will be 10.55% (with COLA).

In respect to Section 9, sub-section (e) of Act 312, the cost of living factor, each party challenged the accuracy of the position taken by the other party's expert witness on the subject matter. The City's expert witness testified that the U.S. Cities Average Consumer Price Index (CPI) Urban Wage Earners (1967=100) more accurately applies to Midland than the Detroit Index suggested by the Union's witness. The use of the former Index instead of Detroit's, as it turns out, projects an even greater loss of purchasing power

by Midland police, under the wage increases proposed by both parties.

The two witnesses were not substantially at odds over the 1983 projection of the CPI. The Union's expert prognosticated a 5% increase and the City's prognosticated a 4 to 5% increase. As the City's witness testified, in effect, prognostications in this area involve a guessing game. In recent months, the rate of increase of the CPI has leveled off substantially from what it was in the not too distant past. Although there are reasons to conclude that the Index will remain relatively stable in the immediate future, there are certain economic indicators which some economists conclude point disturbingly to significant acceleration of the inflation rate by the end of the year.

It appears to the panel that a projection of the CPI to reflect an increase of approximately 5%, but no more, is reasonable. Midland police officers at the top step will be earning $26,250 annually when the new Agreement expires June 30, 1984. If it is assumed that the CPI will increase at the rate of only 4½% annually for the balance of the term of the Agreement, and if the Union's LBO is adopted, such officers would have to earn approximately $27,000 annually when the Agreement expired, using the Detroit Index, to maintain the same purchasing power their salaries commanded on July 1, 1980. If the U.S. Cities Average Index is used, a slightly larger loss of purchasing power would result.

The City observes that it is not immune from the resistance taxpayers generally have manifested in various ways to the expansion by local governmental bodies of their budgets and the increase of their expenditures. The City also observes that, in addition to the

uncertainty that federal and state dollars will continue to flow into its treasury, the Dow Chemical Company is presently operating at below 50% of capacity, whereas five years ago it was operating at 74% of capacity. This has an unfavorable effect in the long run on the revenues the City collects directly from that source. The reduction in Dow's payroll diminishes the number of dollars spent in the community and this adversely affects the City's tax revenues.

Of the City's total complement of 332 full time and seven part time employees as of the date of the hearing, the United Steelworkers Union represents 142. It settled its contract with the City for the same package the City proposes in the instant case, namely, a six months freeze in wages and 4% increases on January 1, and July 1, 1983. With the adoption by the Act 312 panel in the Fire Fighters case of the Steelworkers formula, all of the represented and non-represented employees of the City will be under that formula, except for the 34 officers represented by POAM. (The City's Contract with Midland Municipal Employees Ass'n., which adopted the formula, was reached after the close of the hearing in the instant case)

The panel is sensitive that an adverse whipsaw effect can result when wage rate relationships among different bargaining units of the same employer are disturbed. Further, when sacrifices are necessary because an employer is suffering from adverse economic conditions, normally all employees should proportionally share the sacrifices which must be made at the employee level.

However, the panel can not abrogate its responsibilities in this matter or permit the bargain struck by the City with the Steelworkers and other exclusive representatives to be substituted for its own. Different relationships existed in those situations and

the exact considerations which caused the final agreements in those cases are unknown to the panel. Nor can the panel substitute the judgment of the Fire Fighters 312 panel for its own. A different record was before that panel and the problems there were not necessarily identical to the problems here.

The City bargains with five different exclusive representatives for five different bargaining units. It also has a relationship tantamount to "meet and confer" with an organization of supervisors. The record does not establish the extent to which a firm relationship consistently has or has not existed among the wage rates of the various bargain units. We do know that, for the period of 1975-82, employees in one unit received wage increases in base salary totaling 67.6% and employees in another unit received increases totaling 80.5%. Police officers received increases totaling 76% and fire fighters received increases totaling 76.5%. During the period of 1978-82, increases varied from 36.2 to 40.4%. During that period, police received increases of 39.8% and fire fighters received increases of 39.2%.

The issue of which LBO more nearly complies with the applicable Section 9 factors is a difficult and close one. Factors going in both directions have been discussed above. One important factor, however, remains to be considered, namely, the failure of the City's LBO to provide for any retroactivity for the period of July 1, 1982 - January 3, 1983. It is noted that the Fire Fighters panel's Opinion did not consider the matters discussed below in respect to retroactivity.

In adopting Act 312, the Michigan Legislature declared a strong public policy against disruption of public police and fire department

services because of work stoppages resulting from the withholding of services by police or fire fighters for the purpose of coercing their public employers to make concessions relative to conditions of employment. The Legislature was significantly concerned about this problem to adopt the strong measures contained in Act 312. Strikes are clearly outlawed by the Act and meaningful sanctions are imposed against labor organizations which engage in them. The quid pro qua which labor organizations gained from that Act was compulsory arbitration when an impasse develops over the terms of a new agreement.

The scheme of the Act is to maintain continuity. Employees are not to suffer when a time interval develops between contracts. Indeed, Section 13 of the Act [M.S.A. 17.455(43)] provides that no condition of employment shall be changed by either party without the consent of the other during the pendency of Act 312 panel proceedings. The severe time limitations imposed in various sections of the Act indicate the Legislature intended that the hiatus and disruuption between contracts should be reduced to an absolute minimum.

Ideally in a collective bargaining setting, a new agreement is put into place by the time the old one expires. Questions of retroactivity obviously do not arise in such a situation. When, unfortunately in a 312 situation, as here, a substantial hiatus exists between contracts, public policy normally favors the retroactive application of the direct monetary terms of the new contract to the expiration date of the old one. A different practice would encourage employers to engage in delaying tactics when bargaining collectively in order to save money. The equity of applying the

initial wage rate of a new contract retroactively to the date of the old one is generally recognized and a very substantial majority of contracts in both the public and private sector so provide. In collective bargaining relationships subject to Act 312 where the Union is denied use of the strike weapon, it is all the more important that no party should gain because a new contract is not voluntarily reached or decreed under Act 312 by the time the old one expires, or very shortly thereafter.

In the opinion of the panel, the failure of the City's LBO to provide for any retroactivity for a six month period starting July 1, 1982, and for only limited retroactivity thereafter, tips the scale in favor of the Union's LBO. In reaching this conclusion, the panel is not unmindful that subsequent to the expiration date of the old Agreement, the City has provided a change in the final average compensation factor in its employees's retirement plans, including the POAM's, from 5 of 10 to 3 of 10 years. This represents a greater cost to the City in the form of an increase in its contribution rate to the retirement funds.

The panel concludes that POAM's LBO more nearly complies with the applicable factors prescribed in Act 312's Section 9 than the City's.

II. NUMBER OF HOLIDAYS

Presently, City police officers are paid for 7 holidays per year. Effective January 1, 1984, POAM would add 3, namely Founder's Day, Easter Sunday, and Veteran's Day. This would result in 2 additional paid holidays being awarded during the life of the new Agreement. The City's LBO in respect to holidays would retain the status quo. Of the City's 15 comparables, none grants as few as 7 paid holidays to its police officers.

The City's Police Department operates on a 24 hour per day - 7 days per week schedule. With few if any exceptions, a Midland police officer would gain no additional actual time off if extra holidays were granted. If a new holiday was added and an officer was not scheduled to work that day, the officer merely would receive additional compensation for the time he was off. If the officer was scheduled to work that day, the officer's earnings for the day would be adjusted accordingly. In effect, the granting of the three additional paid holidays the Union seeks would constitute merely an increase in the total direct compensation which police officers receive for the year. (A Midland police officer's base salary is increased by .48% for each additional holiday granted.)

The panel has examined the effect the adoption of the Union's LBO as to holidays would have on police officers's direct compensation and has compared the resulting wage enhancement with the increases in direct compensation which other City employees will receive during the period covered by the police officers's new Agreement. Taking this into consideration along with the favorable position in which Midland police officers are relative to their wage package compared to police officers employed by most of the

comparable cities, the panel concludes that Midland's LBO of adding no new holidays more nearly complies with the applicable factors prescribed in Section 9 than POAM's.

III. CAP ON HEALTH INSURANCE PREMIUMS

The City presently pays the entire premiums for health insurance it provides to its employees. The City proposes, for the contract year starting July 1, 1983, to pay its police officers's premiums not to exceed 1.06 times the premiums in effect for the contract year 1982-83. Police officers would pay the balance of any premiums in excess of this increased amount. The Union's LBO proposes to maintain the status quo.

During fiscal year 1981-82, over-all premiums on the City's health insurance for all its employees increased 41%. Of recent, premium rates have modified but still are on the increase. The City argues that its premiums for health insurance for its employees are higher than those many comparable cities pay.

No comparable city has placed a cap upon the premiums it pays for health insurance for its active employees and their families. The record does not reveal that the City of Midland to date has placed any cap on the premiums it pays for health insurance for any other group of its employees.

Few people argue against the proposition that spiraling health insurance costs must be contained. Providing incentives to employees to encourage them to use the services covered by their health insurance judiciously is believed by many to be an important element in successfully containing such costs. Fair, imaginative, and innovative ways to control health insurance costs in a manner

fair to all parties should be encouraged, not resisted by employees and their collective bargaining representatives.

The City's approach of applying a cap to the maximum premiums it is obligated to pay for health insurance for active police officers and their families, thereby isolating this bargaining unit in this respect, does not appear to the panel to be appropriate at this juncture when measured by applicable Section 9 factors.

IV. VIEWING OF TV BY DISPATCHERS

As more fully explained in Grievance Arbitration Case No. 54 39 1171 82, decided on November 30, 1982 by the undersigned Arbitration Panel Chairman in his separate capacity as a grievance arbitrator, a little over a dozen years ago a practice started of dispatchers, who hold the rank of sergeant, watching a TV set, not furnished by the City, during lulls in their duties. On June 1, 1982, Police Chief Donald S. Harcek issued a memo limiting the use of TV to the midnight shift, which at the time was from 11:00 p.m. to 7:00 a.m.. While the grievance was pending, the 3 eight hour shifts which had existed were changed to 2 twelve hour shifts, starting at 6:30.

The Grievance Arbitration Award referred the issue to the Act 312 panel and maintained the status quo, as it existed after Chief Harcek's memo, in the interim. Although the Grievance Arbitration Award observed that this was the type of issue that should be resolved by the parties themselves, across the table, rather than by outsiders, the parties were unable to do so.

The Union's LBO on the subject would adopt the following clause:

> A T.V. set and the watching of T.V. will be permitted by dispatchers on duty.

> However, the Union and the Employer agree that the watching of T.V. will in no way interfere with the immediate tasks of the dispatchers or any other employees in the dispatch room. Such an abuse of this benefit by a member will be recognized by the Union as action subject to the discipline procedure.
>
> The above language to become effective at a date set by the arbitrator.

The City's LBO would amend Article XLIII, MANAGEMENT RIGHTS, Section 43.1 of the Agreement by adding to certain enumerated rights belonging solely to the City "the right to determine the placement and viewing of T. V. within the station."

American labor and management long have recognized that "work time is for work" - employees who are "on the clock" and have assigned duties do not have the independent right to engage in personal activities of an entertaining nature even if those activities are compatible with their assigned duties. In the earlier grievance case, the City established that TV use during the hours when members of the public are more likely to enter the office has the potential of creating a negative effect in the eyes of the public of the Police Department's efficiency. Further, when dispatchers watch TV during times other Police Department employees are present, there is a tendency on the part of the latter to linger and neglect their own duties in the process.

Management has the right to operate the dispatch office in a manner which encourages optimum efficiency. In the opinion of the panel, it would be an undue infringement upon Management's right if the panel were to direct the City to permit the viewing of TV in the dispatch office during all hours of the day. Chief Harcek's June 1, 1982 memo permitted the viewing of TV on the midnight shift

only to continue. Less traffic and activity is present in the office at that time and the City's judgment on June 1, 1982 apparently was that the use of TV on that shift did not create a problem. No evidence has been submitted to the panel that the state of the conditions which existed when Chief Harcek wrote his memo has changed. The panel finds no reason to expand the prohibition to include the hours of the "midnight" shift. The effect of doing so would be to restrain the dispatchers more than they would have been if the grievance had not been filed.

This being a non-economic issue, the panel is free to reject both the Union's and the City's LBOs and adopt a different course of action. The panel concludes that a provision should be adopted in the Agreement which prohibits the use of TV by the dispatchers in the dispatch office except during the hours of 11:00 p.m. to 6:30 a.m., provided further that the conditions which exist during such viewing permit it without interference with the dispatcher's discharge of their assigned duties. An exception to this prohibition against viewing TV at other times will be when a Command Officer authorizes the use of the news channel during periods of severe weather or national or state news events of great importance, terminology which exists in Chief Harcek's June 1, 1982 memo.

ORDER

I. The July 1, 1980 - June 30, 1982 Collective Bargaining Agreement between the City of Midland and the Police Officers Association of Michigan (POAM) is extended, with the changes appearing below.

II. All tentative agreements which the parties have reached to date to amend the Agreement are to be incorporated into and become part of the Agreement.

III. The duration of the extended (new) Agreement shall be July 1, 1982 - June 30, 1984.

IV. The last best offer of the Union in respect to Economic Issue #I, Wages and Retroactivity, shall be incorporated into and become a part of the new Agreement. It states:

APPENDIX A

1982 - 1984 COMPENSATION PLAN FOR POLICE OFFICERS

Effective July 1, 1982

	Start	6 Mo.	1 Year	2 Years	3 Years
Class Title	A	B	C	D	E
Patrolman	$18,689	$20,137	$22,243	$23,355	$24,473
Service Bureau Officer and Detective	$24,643		$25,178		
Sergeant	$25,786		$26,667		

[Represents 3% Increase Across the Board]

Effective January 1, 1983

Class Title	Start A	6 Mo. B	1 Year C	2 Years D	3 Years E
Patrolman	$19,250	$20,741	$22,910	$24,056	$25,207
Service Bureau Officer and Detective	$25,382		$25,933		
Sergeant	$26,560		$27,467		

[Represents 3% Increase Across the Board]

Effective July 1, 1983

Class Title	Start A	6 Mo. B	1 Year C	2 Years D	3 Years E
Patrolman	$20,020	$21,571	$23,826	$25,018	$26,215
Service Bureau Officer and Detective	$26,397		$26,970		
Sergeant	$27,622		$28,566		

[Represents 4% Increase Across the Board]

Wages to be retroactive to July 1, 1982.

V. The last best offer by the City in respect to Economic Issue #II, Number of Holidays, is adopted. There shall be no change from Article XXIII, Section 23.1 of the July 1, 1980 - June 30, 1982 Agreement, which provides for 7 paid holidays.

VI. The last best offer of the Union in respect to Economic Issue #III, Cap on Health Insurance Premiums, is adopted. No cap shall be placed upon the premiums paid by the City for health insurance. There shall be no change in the terminology of

Article XXV, Section 25.1 of the Agreement, which pertains to health insurance.

VII. The Agreement shall contain a new provision pertaining to the viewing of TV by dispatchers, as follows:

> The City shall permit the viewing of TV by dispatchers in the dispatch office during the hours of 11:00 p.m. to 6:30 a.m. when conditions permit such viewing without interference with the discharge by the dispatchers of their assigned duties. Any TV set used for this purpose shall not be furnished by the City or repaired at its expense. An exception to the prohibition against dispatchers viewing TV at hours other than from 11:00 p.m. to 6:30 a.m. is when a Command Officer authorizes the use of the news channel during periods of severe weather or national or state news events of great importance.

Jerome H. Brooks
Chairman, Arbitration Panel
June 25, 1983

POAM Delegate William Birdseye dissents with respect to paragraphs V (Paid Holidays) and VII (Viewing TV) but otherwise joins in the Order, above.

William Birdseye
Union Delegate
June 29, 1983

City of Midland Delegate C.R. Miles dissents with respect to paragraphs IV (Wages and Retroactivity) and VI (Cap on Health Insurance Premiums) but otherwise joins in the Order, above.

C. R. Miles
City of Midland Delegate
7-18, 1983