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10/7/71

*Niles, City of*

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION

In the matter of  
NILES POLICEMENS' ASSOCIATION,  
Lodge No. 95,

-and-

THE CITY OF NILES

*10/7/71*

OPINION AND AWARD

Proceedings were held under the Michigan Police and Fire Fighter Compulsory Arbitration Act, on October 22, 1971, at the Holiday Inn Motel in Niles, Michigan, before William M. Ellmann ~~Chairman of the Panel~~, William S. White, Esq., City of Niles representative, and Norman Grace, FOP representative.

Appearing for the City was Malcolm G. House, Chairman of the Board of Public Safety of the City of Niles, and Jerome A. Susskind, Esq., of the firm of Domke, Marcoux, Allen & Beaman.

Testimony was taken throughout the day. Those appearing were:

Rayford Crocker  
Ralph Wegner  
Amerson Bowman  
Burt C. Luth  
Dorwin Starke

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Michigan State University

JUL 31 1976

Post hearing briefs have been filed by both parties.

*Ellmann, William M.*

The only issue in contention before the panel is the salary schedule for the ensuing year (refer to transcript, page 6). There appears to be a difference in the figure of approximately \$6,200 or 5% (TR 190).

City's Position:

The City argues that the proposed 7% increase recommended for all employees in May, 1971, is the maximum that can be paid. The City believes the comparable cities submitted by the Union (Fenton, Pontiac, Southgate, East Lansing, and the Michigan State Police) are not realistic (TR 184). The City argues that it has no funds from which additional salaries can be paid, and that the budget for the year is finalized. The City asks the panel to consider Niles Township, St. Joseph, Benton Harbor, and South Bend, Indiana, as reasonable comparables.

The City has produced testimony that the crime rate has decreased, that the problems of being a police officer are lessened in Niles (TR 44) and that the offer is fair for the services rendered. The City of Niles is a fourth class city, operating under a charter providing for a Board of Public Safety (TR 17). There are 26 members on the force, plus a matron (TR 17). The City maintains that flat increases fail to reward any difference in merit or performance or abilities or initiative, and that the budget has no further funds for an increase.

Union's Position:

The Union asserts that the pay should be based on the

type of work and what a fair rate for law enforcement should be in general; all those matters to be up to the trier of fact.

"Seven percent was the area in which we had to operate." (TR 12)

The Union asked on July 27, 1971 for the \$1,000 increase across-the board (TR 13) for the fiscal year terminating July 31, 1972.

The Union believes the pay is low, that the previous increases are not a fair rate, and that it should be compensated in the present controversy (TR 183). The Union asks now for an increase of 15% to 20% of the present salary, and believes the wage freeze to be inapplicable (See Union Brief, pages 8 and 9).

FINDING:

Both sides have been persuasive during the hearing; one argues the ability to pay and questions the services covered, and the other asks for a "professional wage." As we are all aware, there is considerable concern about crime, which has mushroomed in the last few years, and remains in many situations unreported. We need not dwell on the testimony indicating that crime has decreased in Niles, except to say that if this be so, that it should be taken as a matter of great credit to the Police and their Chief. We personally wonder about crime statistics in that the very nature of gathering them is under constant attack and question.

It is the duty of the cities to upgrade the personnel of the police departments and adjust salary rates so as to be consistently competitive with private industry. The President's Crime Commission Report of 1967 (page 7) urges that police salaries be

increased in nearly all cities. Police wages must be "caught up." (Task Force Report: The Police, page 135.) This report also urges that the starting salary, excluding fringe, be between \$6,000 and \$9,000, and that the maximum salary for a patrolman be at least \$12,000 (Task Force Report: The Police, page 135).

Communities must now acknowledge that there is a definite need to increase salaries and they must also realize that salaries must be adequate. Good and effective personnel cannot be recruited or retained until communities are willing to pay the price. Crime has infected American life, and one boy in six will be referred to a Juvenile court. In 1965, more than two million Americans were received in prisons or juvenile homes, or placed on probation. It has been estimated that forty percent of all male children in the United States will be arrested for non-traffic offenses during their lives. (Challenge of Crime in a Free Society.) Crime is no longer a rare phenomena.

The parties in this dispute are 5% apart commencing at the beginning of the contractual year, August 1, 1971. As we have urged on numerous occasions these matters are capable of settlement, and can be resolved if both sides meet the challenge with perspective and in the spirit of free and unfettered collective bargaining. Many times during the hearing the parties were urged to seek resolution. We do not now believe that the amount in controversy merits further delay in solution. We find that there is a burden on the City of Niles to find other resources to pay increases, if present resources are inadequate. Any self-imposed inability to pay, conscious or otherwise, on the part of

the City must not be permitted to go unchallenged. There is an affirmative duty to provide adequate compensation, particularly in an area so critical as law enforcement. Policement by the very nature of their duties must assume greater risks than other departments and city personnel. This period has been characterized as a wage catch-up period. (See conference remarks by Arbitrators Smith and Ryder, April, 1971.)

AWARD

It is ordered that the Police shall receive a salary increase of 9 1/2%, or one-half the requested increase, for the contract year commencing August 1, 1971, and ending July 31, 1972. The panel retains jurisdiction only to effectuate this award or similar benefits, if any objection should arise under the wage-price freeze.

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William M. Ellmann, Chairman