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DEPARTMENT OF LABOR STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE
312 ARBITRATION BETWEEN:

MICHIGAN FRATERNAL ORDER OF POLICE
(Patrol/Dispatch) (Union)

MERC CASE #D88 A-229

-and-

CITY OF RIVERVIEW (Employer)

OPINION AND AWARD

APPEARANCES:

CHAIRPERSON OF THE
ARBITRATION PANEL:

Mario Chiesa

EMPLOYER PANEL
DELEGATE:

Joseph W. Fremont

UNION PANEL
DELEGATE:

Michael Somero

FOR THE UNION:

John A. Lyons, P.C.
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FOR THE EMPLOYER:

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LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Riverview City of

INTRODUCTION

The hearing in this matter was scheduled to begin on June 5, 1989. The panel and the parties met and intensive discussions were initiated between the parties. The meeting reconvened on June 9, 1989 and, again, there were extensive discussions.

The parties and their respective representatives worked very diligently to resolve the dispute and after discussions, arrived at an agreement which they asked the panel to take as a stipulation and utilize to render an opinion and award. The panel did so and thus issued the following award.

AWARD

It is agreed that the Collective Bargaining Agreement will have a duration of three (3) years, from July 1, 1988 to June 30, 1991.

There was a tentative agreement that wages in the new agreement will be expressed as hourly rates and the hourly conversion factor will be 2,088 hours.

The language in the prior Collective Bargaining Agreement, which was not changed or altered, would be carried forward.

The first issue involved longevity. It was characterized as an economic issue and the parties have agreed to continue the status quo.

The next issue was investigative pay, also a noneconomic issue, and the parties agreed to continue the status quo.

New promotional language, which is characterized as a non-economic issue, became effective on June 9, 1989. It reads as follows:

"Promotional Procedure:

"Whenever management declares that a vacancy exists, it shall fill said vacancy within a reasonable time according to the following procedure.

"Promotion to the rank of sergeant shall be based on the following criteria:

"1. Promotional examination consisting of a series of questions designed to measure a candidate's knowledge and proficiency in Michigan law enforcement, such as:

- a. Department rules, regulations, procedures and policies.
- b. Motor vehicle law. Specifically as contained in the Uniform Traffic Code; Operating While Intoxicated laws and Felony Driving laws.
- c. Accident investigation and reporting.
- d. Arrest procedures and laws of arrest.
- e. Investigative techniques (basic); including evidence, crime scene search, legal procedures, and other areas relating to investigations.
- f. Michigan Criminal Law and Procedure.
- g. Crime prevention.
- h. City ordinances.
- i. Reporting procedures.
- j. Legal terms and definition of crimes.
- k. Report writing.
- l. Other categories relating to law enforcement.

"The examination shall consist of questions based on current law enforcement material that will be listed in a bibliography attached to the test announcement. Officers will be given a minimum of 60 calendar days for which to study for the examination before the examination is administered. Further, the city shall make available to eligible officers such texts as are necessary to prepare for the examination.

"Promotions shall be based on a total aggregate score consisting of the following:

1. Written test shall be weighted at 42.5% of total score. (Example: Candidate receives 100% on exam, shall receive 42.5 points. One receiving 50% on exam shall receive 21.25 points.)
2. Seniority shall be weighted at 42.5%. Senior officer to receive 42.5 points. (Example: Senior officer has 20 years = 42.5 points or 2.125 points per year of service. Next officer has 15 years \times 2.125 = 31.875 points).
3. Chief's evaluation weighted 15%. Evaluations to be completed prior to the written examination.
4. Clarification of Scoring: If a test consists of 100 questions and a person answers 70 questions correctly, he/she will receive a percent score of 70%. An unanswered question will be considered an incorrect response. Simply stated, the correct responses are divided by the number of test questions. Percent is determined by dividing total correct responses by the number of test questions, all questions to be weighted the same.

"To be eligible for promotion to the rank of sergeant, an officer must have completed 5 years of service prior to the examination date, excluding leaves of absence and disciplinary leaves, and must have obtained a minimum of sixty semester hours of college credit applicable towards an associate's degree prior to the testing date. Officers with an employment date prior to March 1, 1969 are exempt from the college requirement.

"The officer with the highest aggregate score shall be promoted. In case of a tie, senior officer will be promoted.

"A promotional list shall be valid for 6 months from the date of the posted results.

"Officers shall have an opportunity to review his/her examination and test results upon request following the posting of the list.

"Newly appointed sergeants shall be subject to such probationary periods and requirements as set forth in the lieutenant and sergeant agreement."

The next issue concerns sick leave and it has been characterized as a noneconomic issue. The agreement is:

"Employer reserves the right to conduct reasonable investigations regarding an employee's use of sick time. If an employee is found to be abusing sick time, the Employer may require medical verification of illness by sending said employee to a physician of the Employer's choice."

The next issue is hospitalization. It has been characterized as an economic issue and the agreement is that the provision will be the same as the Command Unit.

Retiree health insurance is also an economic issue and, again, the provision shall be the same as the Command Unit.

Residency is a noneconomic issue and the agreement is that it will continue as the status quo now exists.

Worker's compensation is an economic issue. The agreement is that the language will be the same as in the Command Unit.

Court time is an economic issue and the agreement is that the language is the same as the Command Unit.

The next issue is education incentive, which is an economic issue. The issue was settled on the basis of a settlement in the Command Unit, which means that the education incentive will be dropped in the third year of this Collective Bargaining Agreement.

Seniority adjustment is the next issue. It is noneconomic and it is agreed that the language will be the same as in the Command Unit.

The next issue is called "Reorganization." It was difficult to characterize it as noneconomic or economic, but for the purposes of the hearing, it could very easily be characterized as noneconomic. The point is, the parties settled the issue and it really doesn't matter. The language to appear in the Collective Bargaining Agreement reads as follows:

"The Union agrees to meet and discuss the matter in the event reorganization comes about. The parties agree that any proposed change and mandatory subject of bargaining that is an integral part of the reorganization is subject to negotiation."

The next issue is manpower. It is characterized as economic and the parties agreed that the status quo would continue.

Overtime distribution is an economic issue and the language to appear in the Collective Bargaining Agreement is:

"Any rejection of overtime equals 'red 8.'"

The parties also reached agreement regarding the two issues in the Dispatcher Agreement. The first should be characterized as noneconomic and the language to appear in the contract states:

"If the City goes to three (3) shifts the dispatcher will have the choice of shift based on seniority."

The second part of the dispatcher issue involves wages. It is properly characterized as economic and the parties have agreed that the wage increases, which will subsequently be displayed, apply to the dispatcher's position.

The wage issue is economic and the parties have agreed that the wage increase will be four (4%) percent for the first year of the contract; four (4%) percent for the second year of the contract; and four (4%) percent for the third year. The wage increase is retroactive to 7/1/88.

Shift bonus is an economic issue and the parties have agreed to maintain the status quo.

Step-up pay is an economic issue and the language in the contract will be modified from four (4) hours to eight (8) or more hours. That will apply prospectively. That is, the language will become effective June 9, 1989 and will not be retroactively applied.

Bonus days is an economic issue. The parties have agreed to implement a graduated scale as follows: If an individual uses five (5) sick days, he/she will receive no bonus days. The use of four (4) sick days results in an individual receiving one (1) bonus day. The use of three (3) sick days results in an individual receiving two (2) bonus days. If an individual uses two (2) sick days, he/she shall receive three (3) bonus days. If an individual uses one (1) sick day, he/she will receive four (4) bonus days. If an individual uses no sick days, he/she will receive five (5) bonus days. This provision becomes effective June 9, 1989 and applies only to new employees. Current employees will remain covered by the language in the prior contract, which will be continued in this contract. The adoption of this language

deals with the accumulation of bonus days, and it is not intended to modify any procedures regarding use of bonus days.

Pension is the next economic issue and the parties have agreed that the pension provisions for this bargaining unit will be the same as for the Command Unit.

Clothing and cleaning allowances is an economic issue and the agreement is that the clothing allowance will be increased by fifty (\$50.00) dollars, along with the cleaning allowance which will be increased by fifty (\$50.00) dollars. The increases will be effective the next payment of clothing and cleaning allowance, which apparently is July, 1989.

Another economic issue involves the institution of a new holiday and the parties have agreed the contract will contain a new holiday, Martin Luther King's Birthday. The provision will become effective the next anniversary of that holiday, which is in the coming January. The parties have agreed that the holiday will be as observed, as distinguished from traditional, if that has any meaning in this area. The reason that distinction is made is because prior holidays existing in the contract were observed on the traditional day. However, it is clear that the understanding is that Martin Luther King's Birthday will be observed on the day that is set aside for observation.

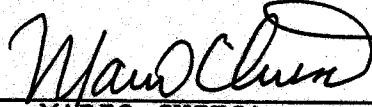
There is an economic issue regarding starting rates and that issue was resolved as follows: The 1988-1989 starting rate is \$20,000; 1989-1990 is \$20,000; 1990-1991 is \$20,800. Expressed in hourly rates, it will be \$9.58 per hour for the \$20,000 per year salary and \$9.96 per hour for the \$20,800 per year salary. The new salary schedule will


apply to officers hired after June 9, 1989. The intent is that officers who are currently employed will not be affected by the new salary schedule. It will only apply to new hires, and officers currently employed will be governed by the provisions of the prior, and to be, current contract.

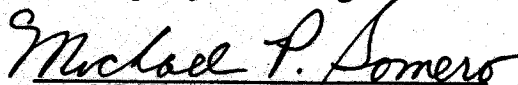
The parties have agreed that there are some housekeeping matters that they will take care of when they draft the new contract. It was agreed between the parties that one of the items concerned dental insurance and as a result of an arbitration award by Sandra Silver, as the designated neutral regarding a case designated as Case #D87-A98 dated August 25, 1987, the dental insurance language will be required to be modified to incorporate that award.

The panel again notes that as a result of diligence and tireless efforts, the parties have managed to avoid the substantial and considerable expense involved with conducting a full-blown hearing. The parties should be congratulated for their efforts.

The panel hereby adopts each and every of the above-mentioned understandings and agreements as the awards in this case. The above provisions are ordered implemented as indicated.

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MARIO CHIESA
Chairperson


JOSEPH FREMONT
Employer Delegate



MICHAEL SOMERO
Union Delegate

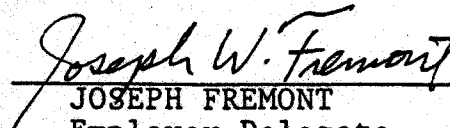
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