

11/22/71 ARB

Big Rapids, City of

BY DESIGNATION OF

THE

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

BIG RAPIDS POLICE OFFICER'S ASSOCIATION

and

CITY OF BIG RAPIDS
BIG RAPIDS, MICHIGAN

FINDINGS OF FACT,
OPINION
AND
ORDER

11/22/71 David Heilbrun

APPEARANCES

For the Association - Orlando A. Vargas, Esq.

For the City - James L. Stokes, Esq.

Introduction

Pursuant to the Police and Fire Fighters Arbitration Act the
Big Rapids Police Officer's Association requested initiation of binding
arbitration proceedings by letter dated June 22, 1971, duly received at
the Grand Rapids offices of the Michigan Employment Relations Commission.

Pursuant to this request Robert G. Howlett, Chairman, Michigan
Employment Relations Commission, appointed the undersigned David G.
Heilbrun as chairman of an arbitration panel for which Harry Hagstrom
and Gerald Wensloff were duly named as delegates on behalf of the Big
Rapids Police Officer's Association and City of Big Rapids, respectively.

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Act #312, Public Acts of 1969

AUG 3 1976

Heilbrun, David G.

Hearings were conducted on the matter at Big Rapids, Michigan on September 8 and 20, 1971. Written briefs were filed by each party and the full panel met in executive session November 5, 1971, to consider facts and arguments pertaining to the issues in dispute.

Background

The Big Rapids Police Officer's Association is the duly recognized collective bargaining representative for uniformed officers (other than supervisors) and a detective of the Big Rapids Police Department. In past years the organization, jointly with Local #1776 International Fire Fighters Association, has been a party to a collective bargaining agreement with the City. The recently expired contract was the first full fledged collective bargaining agreement as prior ones were more in the nature of informal agreements summarizing wage rates and basic conditions of employment.

The police and fire bargaining units have now split and each bargains separately with the City. The Fire Fighter's Association has reached a two year agreement with the City effective from July 1, 1971 until June 30, 1973. This case relates to the bargaining impasse between these parties relative to a new collective bargaining agreement to commence with the 1972 fiscal year starting July 1, 1971.

The Association first advanced its bargaining proposals March 4, 1971. Bargaining commenced thereafter including approximately six sessions held during May and June, 1971 under the auspices of a state mediator.

Issues

This proceeding relates to 16 issues remaining in dispute between the parties. These issues, including the proposals advanced at the hearings by each party, are as follows:

1. SALARY

On this issue the Association proposed a starting wage scale of \$7,900 annually ranging to \$10,500 for a patrolman with four years service and \$11,150 for detectives. The City offered to continue the starting annual wage scale of \$6,500 and ranging to the four year wage scale of \$7,900, plus a new wage scale of \$8,300 for a patrolman with five years service, and \$8,600 for detectives.

2. HEALTH INSURANCE

Policemen presently have Blue Cross - Blue Shield MVF-1 hospitalization insurance. The Association proposed an optical, dental, and prescription rider to be paid for by the City, while the City proposed to continue current insurance coverage.

3. GUN ALLOWANCE

On this issue the Association is seeking an annual off duty gun allowance of \$365. The City has not offered to change the existing practice of not paying a gun allowance.

4. VACATIONS

At present policemen receive two weeks vacation up to ten years and three weeks thereafter. On this issue the Association proposed a two week vacation benefit from one to five years, a three week vacation benefit from six to eleven years, and a four week vacation thereafter. The City proposed only to add a four week vacation benefit after 20 years of service.

5. LIFE AND DISABILITY INSURANCE

At present policemen are covered by a \$2,000 term life policy and a \$7,000 accidental death and dismemberment (AD & D) policy. The Association proposed that policemen be covered by a \$15,000 life insurance policy with double indemnity clause for 24 hour coverage on or off duty. The City proposed only to retain the existing life insurance package and add accident and health coverage paying half salary up to 52 weeks, supplemented by accumulated sick leave to a maximum of 180 half days.

6. HOLIDAYS

At present policemen are entitled to seven holidays per year. The Association proposed to increase this to 11 by adding New Years Eve, Lincoln's Birthday, Washington's Birthday, and Christmas Eve as paid holidays. The City proposed to retain the present holidays.

7. LONGEVITY PAY

The Association proposed longevity pay as a new benefit based on an increasing percentage formula geared to years of service. The City proposed a 2% longevity plan to commence in late 1972.

8. SHIFT DIFFERENTIAL PAY

The Association proposed a new benefit of 5% afternoon differential and 10% midnight shift differential. The City made no proposal on this subject.

9. COST OF LIVING

The Association proposed a "UAW" type cost of living clause based on the Consumer Price Index. The City made no proposal on this subject.

10. PLAINCLOTHES ALLOWANCE

The Association proposed a \$200 annual amount payable to detectives (or officers working out of uniform) as a plainclothes allowance. The City made no proposal on this subject.

11. WORK WEEK

The Association proposed a 40 hour work week, while the City proposed to retain the present 42 hour work week.

12. PAYMENT FOR SICK LEAVE

The Association proposed that accumulated sick leave be paid at the time of retirement based on the salary rate in effect. The City made no proposal on this subject.

13. FOOTWEAR

The Association proposed that three different appropriate types of footwear be furnished annually to policemen by the City. The City made no proposal on this subject.

14. TWO MAN CARS

The Association proposed that each police vehicle be manned by two officers between the hours of 6:00 p.m. and 8:00 a.m. The City proposed to maintain the present patrolling schedule in which one officer is in the patrol vehicle regardless of shift.

15. PROTECTIVE DIVIDER

The Association proposed that all police vehicles be equipped with a protective divider between the front and rear seats. The City made no proposal on this subject.

16. CONTRACT LANGUAGE

The Association proposed that certain items previously agreed upon be expressly contained in any new contract reached. These items

relate to portable police radios, two men on duty at all times, and paid cleaning of uniforms. The City contended that these matters are in effect and not necessary for inclusion in the new contract.

FINDINGS OF FACT

Big Rapids is a city of approximately 12,000 residents. The community is heavily influenced by Ferris State College campus located within the city limits. During the regular school year approximately 5,200 Ferris students are included in the city census since living within the city limits in dormitories or off campus housing. The overall enrollment at Ferris is approximately 7,300 which includes commuting students.

The police department consists of the chief, assistant chief, one detective, and nine officers. Of the nine uniformed officers, four are currently in the top wage rate (four years or more service), two others have recently passed into this category, one will shortly reach the wage rate for the third step, one has recently reached the wage rate for the first step, and one is still at the six month wage step. The officers work a 28 day cycle of seven days on followed by one day off, followed by seven midnights on, followed by four days off (including a weekend), followed by seven afternoons on, followed by two days off.

The police chief works days and the assistant chief works afternoons (ordinarily staying on until approximately 1:00 a.m.). Police functions on the day shift include checking activities of the prior midnight shift, mugging and fingerprinting arrested persons, accident and crime followup, traffic enforcement, and general patrolling. A

"Vascar" unit is available for computerized monitoring of speed and approximately half the force is qualified in its operation. Three marked cars are ordinarily in use by the department during the day and one unmarked City car is used as available.

The afternoon shift functions relate to traffic and pedestrian duties attendant on the release of students and end of the ordinary work day. Later in the shift there are liquor inspections, property checks, the answering of police calls, particularly those relating to family problems, and the handling of breakings and enterings.

The functions on the midnight shift relate mostly to security, the events typically following the 2:30 a.m. closing of bars, and night crime. Arrest and handling of drunk persons predominates on this shift.

The officers of the Big Rapids Police Department coordinate their work closely with the security force of Ferris State College. This relates to traffic duties, sporting events, and arrests made on campus. It is estimated that approximately one half of the arrests made by Big Rapids police are of Ferris students, employees, or persons otherwise connected with the college. Felony arrests and related court followup appearances are made by the City police.

The established facts relating to each issue are as follows:

1. SALARY

The table below indicates present salary rates of policemen, the rates of fireman (effective as of July 1, 1971), the Association's salary proposal, and the City's salary offer as advanced at the hearings. The percentages parenthetically shown represent the increase of each amount as compared to the present salary of the same line.

	<u>Present Wage Rates</u>	<u>Fire Department</u>	<u>Association Proposal</u>	<u>City Offer</u>
Starting	\$6,500	\$6,900 (6%)	\$ 7,900 (22%)	\$6,500 (0%)
After 6 months	6,675	7,075 (6%)	8,225 (23%)	6,675 (0%)
After 1 year	6,850	7,250 (5.8%)	8,550 (25%)	6,875 (0.4%)
After 2 years	7,200	7,600 (5.5%)	9,200 (28%)	7,200 (0%)
After 3 years	7,550	7,950 (5.3%)	9,850 (30%)	7,550 (0%)
After 4 years	7,900	8,300 (5%)	10,500 (33%)	7,900 (0%)
After 5 years	--	--	--	8,300 (new)
Detective (or Fire Captains)	8,200	8,600 (5%)	11,150 (36%)	8,600 (5%)

The two year collective bargaining agreement with the firemen also contemplates further salary increases effective July 1, 1972. These increases will include (as compared to the fiscal 1972 salaries) a 5.8% increase to start, a 4.8% increase for four year journeymen firemen, and a 4.7% increase for fire captains.

The City has now proposed in its brief that a "very equitable settlement" would be achieved by establishing police department salaries the same as fire department over the term of a two year contract.

The Association has advanced the following data pertinent to the salary issue:

Michigan State Police	Patrolman Recruit	\$ 9,918
	Detective or equivalent	13,425
City of Grand Rapids	Recruit	8,600
	Detective	12,000
City of Grand Haven	Patrolman - top	9,304
	Detective	10,137
Ferris State College Police *	Start	7,000
	Top Patrolman	8,852
Mecosta County Sheriff **	Start	6,500
	4 year	7,500
	Sargeant	7,800
City of Cadillac ***	Top	7,625
City of Mount Pleasant	Start	7,326
	3 year	8,275
Norton Shores	Start	8,461
	3 year	9,811
Muskegon Heights	Start	9,300
	3 year	9,900

* To receive added 8% upon expiration of national wage-price "freeze."

** Will receive 8% across the board 1/1/72.

*** Plus 4 cents cost of living increase with 10 cents per hour top.

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The City advances the following data relative to its salary offer:

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This data is chiefly based on comparable salaries of police departments of municipalities affiliated with the Central Michigan Managers Association. This organization consists of non-metropolitan type cities running from Charlotte to Cadillac. The member municipalities are characterized as having common interest based on their non-metropolitan make up, their population, and their geographical location within the state. Of the cities included in this data the population of Belding, Greenville, Ionia, Lowell, Ludington, and Manistee is, according to the 1970 census, 5,121, 7,493, 6,393, 3,068, 9,021 and 7,723, respectively.

Alma	Start	\$7,000
	Sargeant	9,252
Belding	Start	6,550
	Sargeant	8,000
Greenville	Start	6,800
	Sargeant	7,700
Ionia	Start	6,800
	2 year top	7,608
Lowell	Start	6,800
	Sargeant	8,290
Ludington	Start	6,281
	Sargeant	7,615
Manistee	Start	6,545
	Top	7,631

2. HEALTH INSURANCE

The Association proposal is characterized as being beneficial to the officer and his family.

3. GUN ALLOWANCE

The Association proposal of a gun allowance is characterized as benefiting law enforcement by encouraging officers to be armed while off duty. An officer's obligation is to enforce and uphold law at all times. The City's position is not to require the carrying of a gun while off duty.

4. VACATIONS

The Association advanced data showing that the vacation plan in effect for its comparison cities and departments are all more advantageous than that presently in effect at Big Rapids.

5. LIFE AND DISABILITY INSURANCE

The Association advanced data showing that life insurance coverage at present is as follows:

Michigan State Police	\$12,000 (3/4 paid)
City of Grand Rapids	12,000 (off duty)
City of Grand Haven	4,000
Ferris State College Police	10,000
Mecosta County Sheriff	10,000
City of Muskegon Heights	6,000

The City advances data showing that less favorable life insurance benefits are currently in effect for the police departments of Belding, Greenville, Lowell, and Ludington.

The remaining issues in dispute, namely, HOLIDAYS, LONGEVITY PAY, SHIFT DIFFERENTIAL, COST OF LIVING, PLAINSCLOTHES ALLOWANCE, 40 HOUR WEEK, ACCUMULATED LEAVE, FOOTWEAR, TWO MAN CARS, PROTECTIVE DIVIDER and CONTRACT ITEMS all relate to general working conditions, including the Association's desire to establish eight days off during the 28 day work cycle rather than only seven. In addition the Association advanced the following data relative to "total direct compensation" when all economic items presently in effect for the Big Rapids Police Officers are compared with other groups:

Big Rapids	\$ 8,400
State Police	13,113
Grand Rapids	12,580
Midland	11,673
East Grand Rapids	10,429
Ferris State College Police	9,660
Grand Haven	9,434
Mount Pleasant	8,468
Cadillac	8,218
Mecosta County Sheriff	7,600

OPINION AND ORDER

Section 9 of the Police and Fireman Arbitration Act provides that the arbitration panel shall base its findings, opinion and order on the following facts 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 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.

As to salary, it would appear appropriate that parity with firemen be maintained for at least another year. The parties entered

this proceeding a considerable distance apart as to their respective proposals which would indicate that more serious bargaining must be carried out in future negotiations. For this same reason a one year agreement expiring June 30, 1972 is appropriate, with salary rates retroactive to July 1, 1971. Bureau of Labor Statistics data indicates that policeman and fireman salaries taken for metropolitan areas of 100,000 or more persons increased by 5 1/2% during 1970 which is approximately the median increase of the various salary step levels in the firemen's current contract. The City has not established any inability to pay such an increase and its evidence showing the average weekly earnings of "covered" workers in Mecosta County as \$111.86 (\$5,816.72 annually) is not controlling without further information as to exactly what type of employment this takes into account and whether it is adjusted for periods of layoff.

This order for salary is not made merely for the sake of parity. However, the statute requires that certain stated factors be followed. As to comparability the cities of Alma, Cadillac, Ionia, and Manistee better represent the conditions present in Big Rapids than do Grand Haven, Grand Rapids, Muskegon Heights, and to a lesser extent, Mount Pleasant. As reported in "News and Background Information," BNA, 78 LRR 149, dated October 25, 1971, and CPI rise between September 1970 and September 1971 was 4.2%. It has been reasoned that whatever the specific percentage increase in CPI this is greater than the "actual impact on a typical consumer family" even suggesting an income increase 2% less than the CPI would still "insure ... the same cost of living."

Finally, the hazards of police work cannot be minimized; but these must be judged in terms of actual experience. At Big Rapids law enforcement in recent years does not show either the fact or likelihood of extraordinary danger. All occupations have their principal mission and these are vividly and enthusiastically described by the incumbents, be they policemen, firemen, public health nurses, or teachers.

On the matter of vacations the feature of three weeks after eight years and four weeks after 15 years is believed appropriate on general principles and parallel to that in effect for the Ludington Police Department (based on evidence offered by the City) as well as the Cadillac Police Department. This is also a reflection of the fact that the policemen's work schedule is more confining than most and the order does not change the basic 42 hour workweek.

To the extent that certain of the Association's proposals relating to working conditions or contract language are not adopted, this is based on a belief that they have not been convincingly shown to be necessary or they are otherwise unsuitable for entry in a collective bargaining agreement. It is noted in this regard that under the provisions of Act 379 a public employer is ordinarily prohibited from unilateral changes affecting established working conditions.

Having duly considered the statutory factors as applicable, the following ORDER is made as to the respective issues in dispute:

1. SALARY: The following schedule retroactive to July 1, 1971 and applicable for fiscal year 1972:

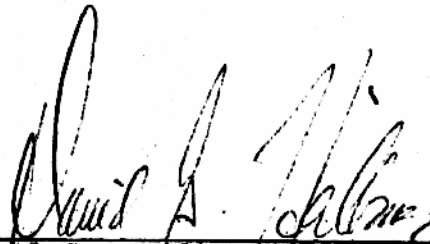
Starting	\$6,900
After 6 months	7,075
After 1 year	7,250
After 2 years	7,600
After 3 years	7,950
After 4 years	8,300
Detective	8,600

2. HEALTH INSURANCE: No change.
3. GUN ALLOWANCE: No change.
4. VACATION PLAN:

1 - 7 years	2 weeks
8 - 14 years	3 weeks
15+ years	4 weeks
5. LIFE AND DISABILITY INSURANCE: No change (but incorporating present city benefits).
6. HOLIDAYS: No change.
7. LONGEVITY: No change.
8. SHIFT DIFFERENTIAL: No change.
9. COST OF LIVING: No change.
10. PLAINCLOTHES ALLOWANCE: No change.
11. 40 HOUR WORK WEEK: No change.
12. PAYMENT FOR SICK LEAVE: No change.
13. FOOTWEAR: No change.
14. TWO MAN CARS: No change.
15. PROTECTIVE DIVIDER: No change.
16. CONTRACT LANGUAGE: No change.

All financial aspects of this Order are subject to federal³ law and regulation relating to national economic stabilization.

The concurrence of the arbitration panel member(s) given below does not necessarily signify agreement with this entire opinion. However, the concurring member(s) notes that Section 10 of the Police and Fireman Arbitration Act provides only a "majority decision" of the arbitration panel shall be final and binding and therefore enforceable.



David G. Heilbrun, Chairman
600 One Northland Plaza
Southfield, Michigan 48075

CONCURRING:

/sqd/ Gerald E. Wensloff

DISSENTING:

/sqd/ Harry D. Hagstrom

Dated: November 22, 1971

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Specifically noted in this regard is the 5.5% figure announced by the Pay Board November 9, 1971.