

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

ARBITRATION PURSUANT TO ACT 312,
PUBLIC ACTS OF 1969, AS AMENDED

CITY OF ROSEVILLE (City)
or (Employer)

MERC CASE
No. D83 C-707

- and -

ROSEVILLE POLICE SERGEANTS AND
LIEUTENANTS ASSOCIATION/
COMMAND OFFICERS ASSOCIATION
OF MICHIGAN (Union)

OPINION AND AWARD

APPEARANCES:

PANEL: Benjamin C. Stanczyk, Impartial Chairman
William Birdseye, Union Delegate
J. Russell LaBarge, Jr., Employer Delegate

FOR THE
CITY: LaBarge and Dinning, P.C.

By: J. Russell LaBarge, Jr.
Roseville Theatre Building
Roseville, Michigan 48066

FOR THE
UNION: William Birdseye and Ann Maurer
Command Officers Association of Michigan
28815 West Eight Mile Road, Suite 103
Livonia, Michigan 48152

Signed original

INTRODUCTION

The dispute between the City of Roseville and the Roseville Police Sergeants and Lieutenants Association/Command Officers Association of Michigan concerning unresolved issues pertaining to the collective bargaining agreement covering a two year period commencing July 1, 1983 through and including June 30, 1985 was heard on January 17, 24, 27, and 30, 1984 by Benjamin C. Stanczyk, Impartial Chairman, pursuant to Michigan Public Act 312 of 1969, as amended. Final offers of settlement were submitted on February 10, 1984. Briefs were submitted by parties on March 7, 1984 and Executive Panel meetings were held on March 23 and April 13, 1984. The record was reopened on April 18, 1984 as the parties reconvened in formal hearings at the Michigan Employment Relations Commission for the purpose of modifying some of the final offers of settlement by the parties. Thereafter, the Panel caused to be entered upon the formal record its award for each of the following issues in dispute. The parties stipulated that all other issues had been satisfactorily adjusted, settled, compromised or waived and that the terms and conditions of the collective bargaining agreement would carry forward in full force and effect with the exception of those portions which would be modified by award herein.

The issues before the Panel for resolution are:

ECONOMIC ISSUES

Union

1. Wages
2. Pension - Multiplier Factor
3. Pension - Final Average Compensation

Employer

4. Clothing and Cleaning Allowance
5. Overtime (Call In/Court Time)

6. Vacation Carryover
7. Longevity
8. Workmen's Compensation
9. Cost of Living Allowance
10. Retirement Issues Contained in Employer Exhibit 20

NON-ECONOMIC ISSUES

Employer

11. Lateral Transfers
12. Residency
13. Delete PSO Reference

COMPARABILITY

The cities of Dearborn, Westland, Taylor, Pontiac, St. Clair Shores, Southfield, Royal Oak, Dearborn Heights, Troy and Farmington Hills were asserted by both parties. The Employer offered no additional comparables leaving the question of appropriateness of the Union's remaining comparables: Warren, Sterling Heights, Livonia, Clinton Township, East Detroit and Fraser. The statutory framework directs adherence to communities with comparable and not identical characteristics. Both of the lists submitted have some degree of comparability and the Panel deems it proper to adopt the comparables proposed by both sides. The parties have presented the Panel with data regarding their proposed comparable communities. The Panel deems this information useful and therefore has utilized this information where appropriate in its attempt to render an award in conformity with the purpose of the Act.

WAGES

Final offer of the Union:

ADDENDUM WAGE SCHEDULE

The wage differential for top step Sergeant and top step classification in the non-supervisory bargaining unit shall be 16%. Steps leading to top step Sergeant shall maintain 3.5% spreads.

The wage differential between top step Lieutenant and top step Sergeant shall be 10%. Steps leading to top step Lieutenant shall maintain 2.2% spreads.

[NOTE EXPLAINING INTENT OF LANGUAGE: If the Impartial Chairman in the Patrol Officers' arbitration awards a base wage plus incentive, then Sergeant shall be 16% over base plus incentive. If the Impartial Chairman in the Patrol Officers' arbitration awards a stated salary figure, then Sergeant shall be 16% over stated salary figure.]

Wages to be retroactive to July 1, 1983.

Final offer of the Employer:

WAGE SCHEDULE

Eliminate wage differential between sergeants and patrolmen and between sergeants and lieutenants.

| <u>Sergeant</u> | <u>1983-84</u> | <u>1984-85</u> |
|-------------------|----------------|----------------|
| Start | 26,111 | 27,678 |
| 3 Months | 27,078 | 28,671 |
| 6 Months | 28,045 | 29,728 |
| <u>Lieutenant</u> | | |
| Start | 29,448 | 31,215 |
| 3 Months | 30,149 | 31,958 |
| 6 Months | 30,850 | 32,701 |


P.S.O. Incentive Pay to be deleted as part of any wage of sergeant and lieutenant.

The Panel acknowledges the validity of the several sub-issues contained in the rationales and arguments by each party in support of its final offer on the subject of wages. The Chairman is persuaded that the historic differential between the command officers and the men whom they supervise is to be maintained in this instance and accordingly awards the Union's final offer of settlement.

PANEL DECISION:

The position of the Union is adopted.


Benjamin C. Stanczyk


William Birdseye - Concurring


J. Russell LaBarge Jr. - Dissenting

PENSION - MULTIPLIER FACTOR

Final offer of the Union:

ARTICLE XXV
PENSION

Add to present contract language:

The amount of pension for bargaining unit members shall be calculated by multiplying the Final Average Compensation (FAC) by 2.5% and then by the number of years of service up to and including 25, and adding 1.0% times FAC multiplied by the years of service over 25.

Pension - Multiplier Factor to be effective July 2, 1984.

Final offer of the Employer:

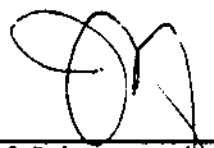
Maintain the status quo with multiplier factor to remain 2.3% first 25 years of service and 1.0% years in excess of 25 years.

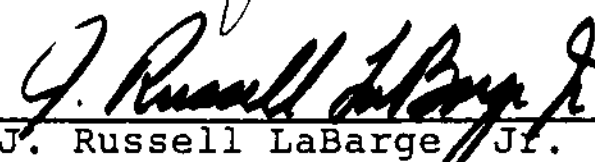
The Chairman was not persuaded that award of this benefit was supported by comparable data. Further recognizing the cost associated with this benefit, the City's position shall prevail.

PANEL DECISION:

The position of the Employer is adopted.


Benjamin C. Stanczyk


William Birdseye - Dissenting


J. Russell LaBarge Jr. - Concurring

PENSION - FINAL AVERAGE COMPENSATION

Final offer of the Union:

ARTICLE XXXV
PENSION

Add to present contract language:

Final Average Compensation (FAC) for bargaining unit members shall be the average of the highest three (3) consecutive years of earnings out of the last ten (10) years of service.

Pension - Final Average Compensation shall be effective July 2, 1984.

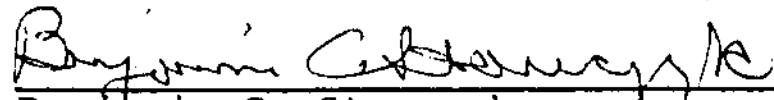
Final offer of the Employer:


Maintain the status quo with final average compensation to remain at highest five (5) consecutive years of earnings out of the last ten (10) years of service.

The comparable evidence points to the award of this improved benefit. Cost of this - pension change is not prohibitive and the Chairman is therefore persuaded to award the Union's final offer of settlement. It is clear that such provision shall become effective July 2, 1984.

PANEL DECISION:

The position of the Union is adopted.


Benjamin C. Stanczyk


William Birdseye - Concurring


J. Russell LaBarge, Jr. - Dissenting

CLOTHING AND ALLOWANCE

Final offer of the Employer:

26.1: Uniform allowance to be \$525.00 per year. Payment will be made during the month of July.

26.2: DELETE

To be effective July 1, 1983.

Final offer of the Union:

Maintain existing contract language.

26.1: Uniform allowance to be \$525.00 per year. Payment will be made during the month of July.

26.2: Effective July 1, 1981, \$50.00 will be added for all P.S.O. and effective July 1, 1982, an additional \$25.00 for all P.S.O.

Inasmuch as there is no dispute regarding the fact that bargaining unit members do not perform public safety duties and article 26.2 is clear in its effect, the Chairman adopts the City's final offer of settlement.

PANEL DECISION:

The position of the Employer is adopted.


Benjamin C. Stanczyk


J. Russell LaBarge, Jr. - Concurring


William Birdseye - Dissenting

OVERTIME (CALL IN/COURT TIME)

Final offer of the Employer:

14.2: An officer called in for duty for other than his regular eight (8) hour shift shall receive a minimum of four (4) hours pay at regular rates except for district court appearances, or he shall receive one and one-half (1 1/2) times his regular rate for each hour or fraction thereof actually worked, whichever is greater.

- A. This section shall include all court appearances, except for district court, may they be criminal or civil. Any monies received by the employee for appearance in court other than those paid by the City, should be returned to the City.
- B. An employee called in for duty for other than his regular eight (8) hour shift shall receive a minimum of three (3) hours pay for all district court appearances at regular rates or he shall receive one and one-half (1 1/2) times his regular rate for each hour or fraction thereof actually worked, whichever is greater. Any monies received by the employee for appearance in district court, other than those paid by the City, should be returned to the City.

To be effective July 1, 1984

Final offer of the Union:

Maintain existing contract language.

14.2: An officer called in for duty for other than his regular eight (8) hour shift shall receive a minimum of four (4) hours pay at regular rates, or he shall receive one and one-half (1 1/2) times his regular rate for each hour or fraction thereof actually worked, whichever is greater.

- A. This section shall include all court appearances, may they be criminal or civil, including civil infractions. Any monies received by the employee for appearance in court, other than those paid by the City, should be returned to the City.

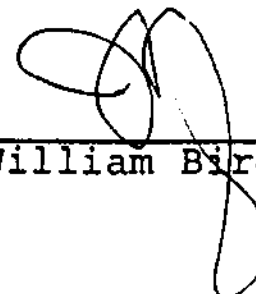
The Chairman is persuaded that the impact of this issue upon bargaining unit members is not excessive and that the Employer's desire is justified. Accordingly, the Employer shall prevail.

PANEL DECISION:

The position of the Employer is adopted.


Benjamin C. Stanczyk


J. Russell LaBarge, Jr. - Concurring


William Birdseye - Dissenting

VACATION CARRYOVER

Final offer of the Employer:

15.8: Officers may carry vacation days from one year to the next, however, the selection of this vacation shall not interfere with normal vacation choices of other officers. Total accumulation of vacation on January 1st, of any year, shall not exceed thirty (30) days. It is mandatory that the employees use all of their vacation each year except the days they are allowed to carryover.

To be effective July 1, 1984.

Final offer of the Union:

Maintain the existing contract language.

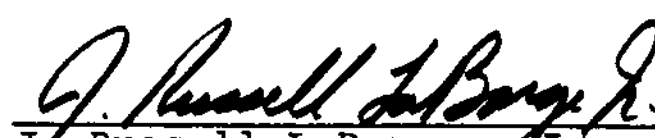
15.8: Officers may carry ten (10) vacation days from one year and take it the following year. However, the selection for this vacation period shall not interfere with the normal vacation choices of other officers. Total accumulation not to exceed thirty (30) days.

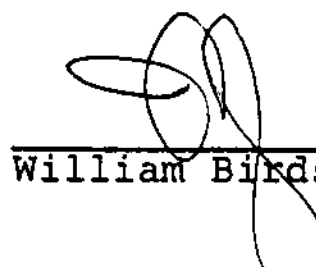
The Employer has demonstrated a reasonable need in the advancement of this change and the Chairman is therefore persuaded to adopt the Employer's position.

PANEL DECISION:

The position of the Employer is adopted.


Benjamin C. Stanczyk


J. Russell LaBarge, Jr. - Concurring


William Birdseye - Dissenting

LONGEVITY

Final offer of the Employer:

18.1: Each employee shall receive longevity pay in accordance with the following schedule. Longevity is to be paid on gross earnings and it is to be computed and paid each pay period. Longevity shall be paid according to the following schedule which shall take effect 7/1/84 and shall not affect any member who would have been entitled to eight (8%) percent or ten (10%) percent longevity on and before 7/1/84.

At the beginning of the 6th year - 2% of gross wage
11th year - 4%
16th year - 6%

Any bargaining unit member who presently is entitled to eight (8%) percent or ten (10%) percent longevity shall be frozen at those percentages.

Final offer of the Union:

Maintain existing contract language.

18.1: Each employee shall receive longevity pay in accordance with the following schedule. Longevity is to be paid on gross earnings and it is to be computed and paid each pay period.

At the beginning of the 6th year - 2% of gross wage
11th year - 4%
16th year - 6%
21st year - 8%
26th year - 10%

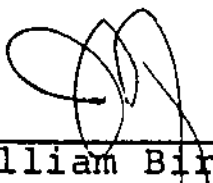
The Chairman has considered the comparable evidence offered by both parties. The Union's position is high and the Employer's position is low. However, the Employer's position is closest to the equity point in the mind of the Chairman and this issue is accordingly awarded to the Employer.

PANEL DECISION:

The position of the Employer is adopted.


Benjamin C. Stanczyk


J. Russell LaBarge Jr. - Concurring


William Birdseye - Dissenting

WORKER'S COMPENSATION

Final offer of the Employer:

24.1: All officers injured or incapacitated in the discharge of their duty shall receive such pay for injuries as provided under Worker's Compensation Laws of the State of Michigan. In addition to the minimum amount required by law, the City shall pay an additional sum not to exceed the difference between eighty (80%) percent of his regular salary and the said compensation payment, provided this payment is not less than his normal net pay. (Gross normal pay, minus taxes and retirement). Such additional payment shall be made for a period up to one (1) year.

To be effective July 1, 1984.

Final offer of the Union:

Maintain existing contract language.

24.1: All officers injured or incapacitated in the discharge of their duty shall receive such pay for injuries as provided under Workmen's Compensation Laws of the State of Michigan. In addition to the minimum amount required by the Law, the City shall pay an additional sum not to exceed the difference between the Officer's regular salary and the amount of compensation. Such additional payment shall be made for a period up to one (1) year.

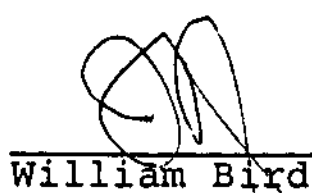
The Chairman has considered the tax consequences of the Employer's final offer and has concluded that the economic impact would be minimal, if any, to bargaining unit members. The Employer shall prevail on this issue.

PANEL DECISION:

The position of the Employer is adopted.


Benjamin C. Stanczyk


J. Russell LaBarge Jr. - Concurring


William Birdseye - Dissenting

COST OF LIVING ALLOWANCE

Final offer of the Employer:

Delete entire article 32 from the contract.

Final offer of the Union:

ARTICLE XXXII
COST-OF-LIVING ALLOWANCE

32.1: Effective July 1, 1984, each Employee shall receive an annual lump sum cost-of-living check based upon the increase in the Consumer Price Index from July of the previous year to July of the current year and payable 30 days from publication of the necessary figure.

32.2: The cost-of-living index used will be the U.S. Department of Labor Consumer Price Index-U, United States City average using - 1967 = 100. Payments shall be computed on the following formula:

One (1¢) cent for each point three (.3) increase in the index. Payments will be based on total actual hours paid. All compensatory time will be used in the calculation.

Cost-of-Living Allowance to be effective July 1, 1984.

The Chairman does not find that the evidence warrants a complete elimination of cost-of-living allowance. The Union's proposal most closely continues the cost of living which has

been paid to bargaining unit members. The Union's final offer is therefore awarded with the understanding that the first payment under this contract shall be made in August of 1984.

PANEL DECISION:

The position of the Union is adopted.


Benjamin C. Stanczyk


William Birdseye - Concurring


J. Russell LaBarge Jr. - Dissenting

RETIREMENT ISSUES CONTAINED IN EMPLOYER EXHIBIT 20

A number of issues were contained in Employer Exhibit 20 wherein the Employer sought changes in retirement benefits. The Union's final offer was to maintain the status quo. The Chairman has carefully considered each issue and is persuaded that the evidence points to adoption of the Employer's position in two instances and maintenance of the status quo in the remainder as follows.

Section 15.2(7) "Compensation" means a member's salary or wages paid by the City for personal services rendered by him to the City (in case a member's compensation is not all paid in money, the board shall fix the value of that part of his compensation not paid in money); For police lieutenants and sergeants accumulated vacation pay and other lump sum payments made at time of retirement or separation when deferred retirement is requested will not be added when computing final average compensation.

Section 15.2(12) "Final Compensation" means a member's annual rate of compensation at the time he last terminates his employment with the city; for police lieutenants and sergeants, final compensation will not include lump sum payments for vacation accumulation.


To be effective July 1, 1984.

The Chairman awards the Employer's final offer to amend Sections 15.2(7) and 15.2(12) of the City Charter (referring to retirement benefits) as set forth above.

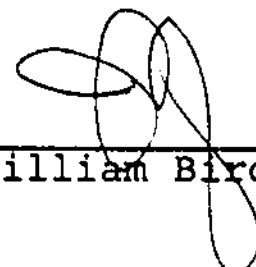
As to the remaining issues, the Chairman awards the Union's final offers of no change regarding Section 15.2(28)-Voluntary retirement age, and 15.20-Ordinary death in service, of the City Charter (referring to retirement benefits), and Article 27.2-Life Insurance, of the collective bargaining agreement.

PANEL'S DECISION AS TO SECTIONS 15.2(7) and 15.2(12) OF THE CITY CHARTER (Referring to Retirement Benefits):

The position of the Employer is adopted.


Benjamin C. Stanczyk


J. Russell LaBarge, Jr. - Concurring

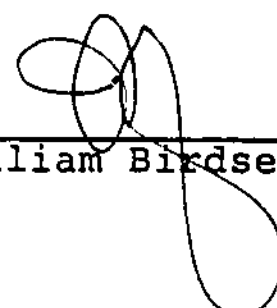

William Birdseye - Dissenting

PANEL'S DECISION AS TO SECTIONS 15.2(28) and 15.20 OF THE CITY CHARTER (Referring to Retirement Benefits) AND ARTICLE 27.2 OF THE COLLECTIVE BARGAINING AGREEMENT:

The position of the Union is adopted.


Benjamin C. Stanczyk


J. Russell LaBarge, Jr. - Dissenting.


William Birdseye - Concurring

LATERAL TRANSFERS

Final offer of the Employer:

33.1: Delete.

33.2: Delete.

33.3: The transfer of members to other divisions within the department shall be made by seniority provided that other qualifications are equal as determined by the Chief of Police.

33.4: The association will have the opportunity to select a committee to meet with the Chief of Police for the purpose of making recommendations and suggestions for the lateral movements.

33.5: Any member denied transfer, as outlined in the foregoing sections, shall have a right to appeal through the grievance procedure.

33.6: Temporary transfer to any position shall not exceed thirty (30) days, nor shall successive temporary transfers be made to the same position.

To be effective July 1, 1983.

Final offer of the Union:

Maintain the existing contract language.

33.1: No transfer of members shall be made to other division within the Department on a permanent basis, unless such transferrable position has been placed on the association bulletin board for a period of fourteen (14) days prior to the filling of any such position.

33.2: Any member desiring to transfer to any such position must before the end of the fourteenth (14th) day, file a written request with the Chief of Police, requesting consideration in the filling of that position.

33.3: The filling of such position shall be made by seniority, provided that other qualifications are equal, as determined by the Chief of Police.

33.4: The association will have the opportunity to select a committee to meet with the Chief of Police for the purpose of making recommendations and suggestions for the lateral movements.

33.5: Any member denied transfer, as outlined in the foregoing sections, shall have a right to appeal through the grievance procedure.


33.6: Temporary transfer to any position shall not exceed thirty (30) days, nor shall successive temporary transfers be made to the same position.

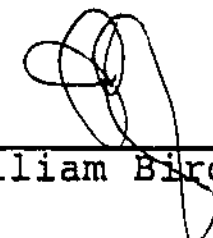
The Chairman does not believe that the 14-day posting of transferrable positions is unreasonable and therefore upholds the Union's desire to maintain the status quo.

PANEL DECISION:

The position of the Union is adopted.


Benjamin C. Stanczyk


J. Russell LaBarge, Jr. - Dissenting


William Birdseye - Concurring

RESIDENCY

Final offer of the Employer:

Add new article to contract:

Residency: Members of this bargaining unit must be residents of the State of Michigan and have such residence as required by Act 78, Police and Fire Civil Service Board. Upon their employment they must reside within that portion of Macomb County that is within ten miles from the police building. Present employees of the police department hired on or before January 31, 1983, must reside within Macomb County and that portion of St. Clair County defined as South of the center line of M-21.

To be effective upon issuance of the award.

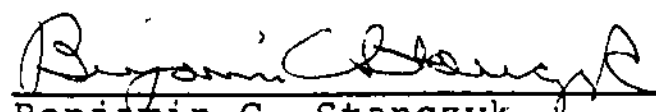
Final offer of the Union:

Maintain the status quo requiring bargaining unit members to reside within Macomb County and that portion of St. Clair County, defined as: South of the center line of M-21.


Inasmuch as the Employer's proposal shall effect only future employees and shall have no effect upon current bargaining unit members, and further because the Chairman is persuaded that the effect of the residency change is not great, the Employer shall prevail.

PANEL DECISION:

The position of the Employer is adopted.


Benjamin C. Stanczyk



J. Russell LaBarge, Jr. - Concurring

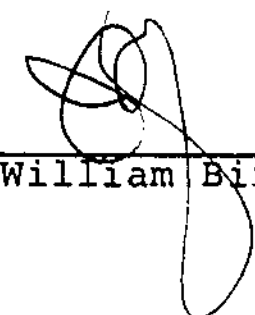

William Birdseye - Dissenting

DELETE PSO REFERENCE

Inasmuch as the parties have reached a concensus and there is no dispute, references to Public Safety shall be deleted from the collective bargaining agreement.


Benjamin C. Stanczyk


J. Russell LaBarge, Jr. - Concurring


William Birdseye - Concurring

May 4, 1984