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9/13/84  
ARB

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

FEB 20 1985

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FRATERNAL ORDER OF POLICE (PATROL)  
STATE LABOR COUNCIL,

Employee Representative and Petitioner,

and

CITY OF SAGINAW,

MERC Act 312  
Case No. L82-G-617.

Employer.  
-----

REPORT AND OPINION  
OF FACT FINDER, RICHARD H. SENTER

(Arbitrator)

APPEARANCES:

For the Employees:

Peter Sudnick, Esq.  
18860 W. Ten Mile Road  
Suite 200  
Southfield, Michigan 48075  
Telephone: (313) 424-8000

For the Employer:

Steven B. Rynicki, Esq.  
Von Briesen and Redmond, S.C.  
757 North Broadway  
Milwaukee, Wisconsin 53202  
Telephone: (414) 276-1122  
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*Senter, Richard H.*

## REPORT AND OPINION

### BACKGROUND:

Counsel for the Petitioner made a request for arbitration, dated November 1, 1983. The Employment Relations Commission appointed Richard H. Senter, Esq., as Arbitrator and Chairman of the panel of arbitrators by letter dated December 2, 1983, pursuant to the Police-Firefighters' Arbitration Act (Act 312, Public Acts of 1969, as amended).

A pre-hearing conference with all parties was held on February 24, 1984, with the results set out in a letter to the parties from the Administrator, dated March 2, 1984. This letter subsequently was admitted as Exhibit A-6 during the hearing.

### HEARING:

The statutory hearing was initiated on June 12, 1984. The Chairman took the prescribed oath, and other procedural matters were handled. The delegate for the Petitioner was designated as Ken Rosenstangel. Petitioner for the Employer was designated as Mark A. Kennedy. Exhibits 1 through 7 were offered and received. Joint Exhibit 8 is a list of comparables which was offered and received.

Upon the joint request of the parties, the hearing was recessed to allow for continuing direct bargaining between the parties.

The hearing was resumed and the record will show that the initial 28 issues were reduced to 14, by stipulation and agreement between the parties. The hearing was adjourned at 4:45 p.m.

This hearing was reconvened on July 12, 1984. At the joint request of the parties, the hearing was recessed to allow additional direct bargaining between the parties. The hearing was reconvened and the parties made their opening statements.

Additional issues were resolved by withdrawal, agreement, and stipulation of the parties.

The hearing continued on July 13, 1984. At the joint request of the parties, these proceedings were recessed to allow continued, direct bargaining between the parties.

On the record and by joint request of the parties, the hearing was adjourned until July 18, 1984, to allow for continuing bargaining.

On July 18, 1984, the hearing was reconvened and a record was made of the status of the matter. Again, a recess was taken at the joint request of the parties.

At 4:50 p.m. on July 18, 1984, the hearing was reconvened to receive on the record a joint statement of the parties that each and every issue had been resolved between the parties and the agreement would be submitted for ratification to the full membership of the bargaining unit and the Saginaw City Council, respectively.

The parties jointly advised that the language of the agreement of the final issue had been agreed upon, but not reduced to a typed form suitable for inclusion in the record as an exhibit. It was jointly agreed and stipulated that the Arbitrator would receive a copy of the text to be ratified for incorporation into the Arbitrator's Report and Award as an appendix.

The record will show that issues and elements of the contract not incorporated in the initial Petition and Answer have been satisfactorily adjusted, settled, compromised, or waived. There is now nothing in disagreement between the parties concerning the next three-year contract.

Under date of August 15, 1984, Mark A. Kennedy, as the Employer's delegate, furnished to the Arbitrator a five-page copy of the final document entitled, "Final Package 7/18/84," and incorporated herein as Appendix A.

Mr. Kennedy also advised that the membership of the bargaining unit had ratified the new agreement on July 22, 1984, and that the Saginaw City Council had ratified the new agreement at its regular Council meeting of July 23, 1984.

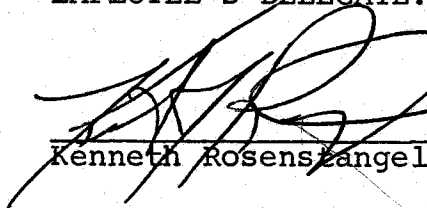
Appendix B attached hereto identifies all exhibits in the record. The original exhibits are being furnished to the Employment Relations Commission.

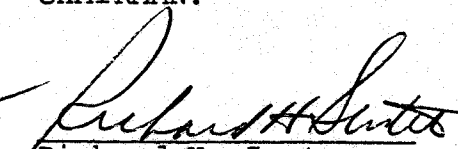
No award was made in this matter, inasmuch as the parties resolved all matters and issues between themselves.

EMPLOYEE'S DELEGATE:

CHAIRMAN:

EMPLOYER'S DELEGATE:

  
Kenneth Rosenzangel

  
Richard H. Senter  
543 N. Rosedale Ct.  
Grosse Pointe Woods  
Michigan 48236

  
Mark A. Kennedy

DATE:

DATE:

*Sept 13, 1984*

DATE: 9/21/84

# Appendix A

## FINAL PACKAGE

7/18/84

1. Tentative Agreement as previously agreed to.
2. Eliminate GLS from pension program.
3. Eliminate COLA program and pending grievance arbitration case.
4. Provide hospital benefits to spouse of employee when employee dies and spouse gets pension payments until spouse remarries or dies.
5. Permit employees to participate in the City sponsored deferred compensation program.
6. Provide \$2,500 life insurance coverage to employees retiring after June 30, 1984.
7. Promotion to Sergeant as attached.
8. Air conditioning: "As the employer replaces existing patrol cars, such patrol cars will be equipped with air conditioning."
9. Transfer - Rotation Policy as attached.
10. Wages: Effective 7/1/83 - 5% on base.  
" 7/1/84 - 5% on base.  
" 7/1/85 - 4% on base.
11. Pension adjustments effective 7/1/85:
  - a. 20 and out irrespective of age
  - b. Multiplier of 2.4% for 1st 25 years, 2.25 thereafter.
12. Amend Section 113.1 of the Policemen and Firemen Retirement System to eliminate the 5 year reemployment restriction on restoring service credit.
13. Six language changes in Pension the same as IAFF agreement, if City chooses to adopt same.

7/18/84

TRANSFER - ROTATION POLICY

1. Employees shall be given an opportunity to rotate from the Patrol Section to the Special Operation and Investigations Section (hereafter referred to as nonpatrol) of the bargaining unit where the services of patrol personnel are utilized.
2. A minimum of 4 patrol officers shall be rotated to nonpatrol assignments each fiscal year unless the parties mutually agree otherwise.
3. The normal progression of transfer through the various nonpatrol sections shall include a return to patrol duties for a minimum of 24 months upon transfer from any of the nonpatrol sections. This 24-month requirement may be waived or modified by mutual agreement of the parties.
4. Participation of any patrol officer in this policy shall be voluntary. Management reserves the right to select the nonpatrol sections from which personnel shall be rotated; provided, however, volunteers from such sections shall be considered for rotation first and, if an insufficient number of qualified volunteers exist, the Police Chief shall select the person(s) to be rotated as follows:
  - a. persons with the greatest length of unbroken, continuous service in the nonpatrol section in question shall be involuntarily transferred first;
  - b. exceptions to (a) above will be allowed for up to 12 months at the discretion of the Police Chief; thereafter persons so excepted shall be subject to rotation.
5. The selection of officers for transfer from the Patrol Section to a nonpatrol section shall be from a ranked list of eligible candidates. Unless the Police Chief agrees otherwise, an officer so selected shall serve at least 12 consecutive months in the nonpatrol assignment before being eligible for transfer or rotation under this Article.

6. The establishment of the transfer eliibility list and the ranking thereon will be accomplished through the use of oral interviews conducted by an oral interview board, the makeup of which shall be jointly determined by the Chief of Police and the Union. The transfer eligibility list shall be valid for 24 months after creation unless mutually agreed otherwise.
7. The City will post a notice that applications for transfer are being accepted and will provide the employees with the forms necessary to indicate which of the nonpatrol sections they desire to transfer to. Applications for oral interviews will be taken for a period of 15 calendar days. Oral interviews shall be conducted and the transfer eligibility list will be posted within 90 calendar days of the end of the application period. The City Personnel Division will supply interview forms.
8. The parties understand, that by agreeing to this Transfer - Rotation Policy, the City is not limiting its rights to transfer employees outside the terms of this policy for such reasons as ability to perform available work, disciplinary measures, needs of the Police Department, or other reasons, provided the Chief will not exercise his discretionary powers of transfer in an arbitrary or capricious manner.

### PROMOTIONS TO SERGEANT POSITIONS

Effective July 1, 1984, the Union agrees to give the City the power to appoint bargaining unit persons to the position of Sergeant according to the terms of this Article, irrespective of conflicting, or otherwise restrictive provisions of Act 78 of the Public Acts of 1935, as amended, and precedent, rules or regulations related therewith. This Article shall not operate to require filling of positions.

The parties acknowledge that persons designated as nonminorities may have had certain promotion rights or opportunities under applicable law, rule or regulation. However, such rights or opportunities are superceded or diminished by this Article.

The City shall have the authority to fill the first eight (8) Sergeant openings after July 1, 1984, from two eligibility lists as follows:

1. One list will be denominated a nonminority list and the other shall be denominated a minority list. Persons on the minority list shall be those considered as minorities in accordance with the City of Saginaw Affirmative Action Plan.
2. Persons competing for placement on the nonminority promotion list shall be selected based on the provisions of Article IX, Promotional Procedures, attached hereto as Appendix A.
3. Persons competing for placement on the minority promotion list shall undergo a separate selection procedure using the provisions of Article IX, Appendix A, attached hereto.
4. The first person selected for promotion for Sergeant shall be chosen from the minority list, the second person shall be chosen from the nonminority list and this sequence of alternative choice shall continue until eight (8) Sergeants have been promoted (4 from the nonminority list and 4 from the minority list). Eligibility lists created under this Article shall remain in effect until all 8 Sergeant positions are filled. Thereafter, all promotion procedures shall be an item to be



~~APPENDIX A~~  
ARTICLE IX  
PROMOTIONAL PROCEDURES

Section 1. In the event Act 78 is no longer applicable to the bargaining unit, promotions shall be made in accordance with the provisions contained herein. 30

Section 2. All promotions to the position of sergeant shall be made utilizing assessment center methodology. The assessment center testing process shall be established and conducted by an agency mutually selected by the Employer and the Union.

Section 3. Employees must have a minimum of five (5) years of service to be eligible to test for the position of sergeant.

Section 4. The Employer will notify all eligible employees thirty (30) days in advance of the test of the place and time of the applicant screening exam, and employees must respond, in writing, not less than two (2) weeks in advance of such exam, notifying the Employer of their intent to take said test.

Section 5. The testing agency, as selected by the Employer and the Union, shall administer a written examination, as constructed by said agency, having the sole and specific function of limiting the number of eligible applicants to twenty (20) employees. Applicants must attain a passing score of seventy percent (70%) on the written examination to be eligible to proceed with and in the subsequent assessment promotional process.

Section 6. The employee achieving the highest cumulative score in the assessment promotional process shall be awarded the promotion.

Section 7. All "ties" as a result of the testing process will be broken on the basis of seniority in his/her immediately preceding classification.

Section 8. An employee who is promoted to the position of sergeant will be considered probationary for a period of six (6) months.

During the probationary period, if the employee's performance is unsatisfactory, the employee may be returned to his/her former classification with no loss of seniority. However, return to former classification shall not be available to probationary employees discharged for cause.

Within the first six (6) months of date of promotion to sergeant, an employee may also request to return voluntarily to his/her former classification with no loss of seniority.

APPENDIX B  
(Exhibits)

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>DATE ADMITTED</u>
A1	Letter of 12/2/84 assigning the Arbitrator.	6/12/84
A2	Petition of Bargaining Unit	6/12/84
A3	Letter of 12/5/83 to the parties from the Arbitrator.	6/12/84
A4	Letter of 12/13/83 to the Arbitrator from Council for the Bargaining Unit.	6/12/84
A5	Letter of 1/17/84 to the parties from the Arbitrator.	6/12/84
A6	Letter of 3/2/84 from the Arbitrator to the parties.	6/12/84
A7	Letter of 12/7/83 and six-page Answer to the Petition by the representative of the Employer.	6/12/84
JA	List of comparables	6/12/84