

Saginaw Township
Police Dept.
5/25/76
ARB

In the Matter of the Statutory Arbitration between
SAGINAW TOWNSHIP

-and-

SAGINAW TOWNSHIP POLICE DEPARTMENT

May 25, 1976

ARIBTRATION PANEL

E.J. FORSYTHE, Impartial Chairman
Thomas A. Basil, Township Designee
Joseph Valenti, Union Designee

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JUN 1 1976

APPEARANCES

For the Union

James W. Allen, Business Representative
Barry E. Young, Union Steward
James E. Dankert, Assistant Steward

For the Township

Alan Luce, Consultant
Ken Ott, Police Safety Director
Frank Jones, Township Manager

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This proceeding in arbitration is pursuant to Act 312 of Public Acts of 1969, as amended. On August 12, 1976, the undersigned Arbitrator was appointed as Impartial Chairman of the Arbitration Panel by the Michigan Employment Relations Commission. Thomas A. Basil was named as the Township designee to the panel and Billy D. Mendenall was appointed as the Union designee. Due to an illness he was succeeded by Joseph Valenti.

Hearings were held in Saginaw Township offices on September 22, 1975 and on October 20, 1975. A verbatim record of the proceedings was made and

Forsyth, E.S.

a transcript furnished to the Chairman of the panel. Post hearing briefs were filed by the parties in due course.

No issue of arbitrability was raised. No question was raised as to the legality of the arbitration panel to determine the issues presented. Time limits were extended as required to meet the restrictions of the statute.

At the hearing it was decided that the parties last best economic offers would be contained in the briefs of the respective parties.

The parties agreed to a two year contract, which will be retroactive from April 1, 1975, unless specifically noted otherwise in the award.

The matters agreed to by the parties prior to the arbitration hearings and with amendments agreed to or excepted at the hearing was marked as Joint Exhibit #1. At the hearing the "Saginaw Township Police Department, Open Issues" was marked as Joint Exhibit #2. The "Position on Issues" with a listing of the "Union Proposal" and the "TWP Proposal" was marked as Joint Exhibit #3.

The Union in its documents presented at the hearing submitted four (4) composites. Composite No. 1, reflecting communities of comparable size in the immediate area of Saginaw Township and included, Saginaw County, Saginaw Police Department and Michigan State Police. Composite No. 2 compares Saginaw Township Police Department wages with patrolmen in cities of like population in Area 2 as established by the Michigan Municipal League, specifically those in the population group of 25,000 to 50,000 where the average wage for a Patrolman in 1975 was indicated as \$13,969. Composite #3 shows the wage scales of skilled and semi-skilled wage rates as agreed to by the General Motors Corporation and the U.A.W. Composite #4 compares fourteen (14) cities and townships in Michigan which the Union claims have a like population, as reported by the Michigan Municipal League, as to manpower and wages. Included

are Ferndale, Battle Creek, Port Huron, Midland, Portage, Highland Park, Southgate, W. Bloomfield Township, Burton, Bay City, East Lansing, Muskegon, Jackson and Holland.

The Township maintains that in its comparisons there are any number of other police agencies with whom the Township can be compared including Birch Run, Bridgeport Township, Buena Vista, Carrolton among others. The Township maintains that the ones selected by the Union, of Michigan State Police and Saginaw Police Department have totally different purposes, training, requirements and objectives than the Township. The Township questions the comparables submitted by the Union in Area 2 in that it submits that in comparing the Township to the maximum amount paid to patrolmen in Area 2 grouped by population, it observes that the Township has maintained its same relative position for the years 1973, 1974, and 1975 of being slightly behind the average. The Township questions the rationale of submitting a contract between the General Motors Corporation and the U.A.W. covering certain skilled and semi-skilled classifications, as being one not in the proximity of the Township and suggests that figures such as submitted by Union Composite #3 could easily be obtained from the County Labor Council. As for Union Composite #4 the Township submits that this comparison is one selected with a selection of cities who all pay more than the Township, rather than a comparison of Saginaw Township to communities with comparable population all over the State of Michigan.

Two days were spent in the public presentation at the hearings. In addition to its Composites the Union introduced two (2) exhibits and the Township submitted four (4) exhibits. The economic issues were identified prior to the close of the hearing. A total of twenty-two (22) issues are before the Panel. As indicated above the post hearing briefs were filed by both parties in which the last best economic offers were contained.

Public Act 312, Section 9 of the Michigan State Acts of 1969 requires that the arbitration findings, opinions and orders are based upon a number of factors. One of the factors set forth in the Act is:

(d) Comparison of wages, hours, conditions or employment 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:

(1) In public employment in comparable communities.

The panel has examined carefully the comparables submitted.

ISSUE NO. 1 -- COURT TIME

The prior contract provided for a minimum equivalent of two hours at base rate pay to be guaranteed for each appearance, with the Township receiving any subpoena fees. The Union contends that they should receive time and one-half (1 1/2) pay with a three (3) hour minimum to compensate for the inconvenience and added burden of court proceedings. The Township in Exhibit #2 states that the Saginaw contract provided for a one-hour straight time guarantee and the Buena Vista contract provided for straight time for all hours without a guarantee.

The Union request is that officers should receive time and one-half (1 1/2) pay with a three hour (minimum) to compensate for the inconvenience of and added burden of court proceedings. In this matter, and as the panel has examined the comparables is inclined to grant the officer's request on court time.

AWARD -- ISSUE NO. 1

The Union's request as stated in its post hearing briefs on Court Time

is granted. Mr. Valenti concurs, Mr. Basil dissents.

ISSUE NO. 2 -- CALL-IN

The prior contract provides for call-in pay to be paid at a minimum of two hours at time and one-half. The Union is requesting three (3) at time and one-half, or that the call-in minimum should be three (3) hours as in their court time request. The Township points out that the Saginaw County contract provides for two hours of straight time and that the Buena Vista contract provides for three hours at straight time. It argues that the prior Agreement provides a greater benefit than the two comparable contracts.

The officers are presently paid time and one-half (1 1/2) pay for a two (2) hour minimum. The Union requests that the call-in minimum should be three (3) hours, the same as court time. The circumstances of call-in as opposed to court time are not the same. That being the case, in line with comparables the Chairman is recommending that the Township position be adopted.

AWARD -- ISSUE NO. 2

The Township's position is granted. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 3 -- FULL SHIFTS

The Union submits that the Police Department presently operates two man cars during the hours of darkness. This practice it says should be made a part of the contract.

The Township maintains that the Union did not put in evidence at the hearing to support their position and that in addition it should be management

alone which has the right to determine the number and types of jobs which are available and the shifts on which they are available.

In light of the right of Management to assign the working force and give specific job assignments, the authority will be left to the Department as to the determination of how the personnel employed by the Department are to be deployed and assigned. It is expected that a professionally-run department will assign the appropriate number of officers at times and in areas which might constitute an unreasonable dangerous and unsafe working condition.

AWARD -- ISSUE NO. 3

The Union's request as to manpower level on each shift is denied. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 4 -- VACATION CALL-BACK

The employees currently receive time and one-half (1 1/2) for all hours worked with a two (2) hour minimum, when they are called in on a scheduled vacation day. The Township proposes that an employee receive double time for the hours but that the vacation day be deducted. The Township submits for purposes of comparison that the Saginaw County contract provides only for straight time and that Buena Vista contract provided for double time but the vacation day was deducted.

It is noted by the Chairman that the current Contract is silent on the issue, but that the Union says the practice has been for the officers to receive time and one-half (1 1/2) for all hours worked with a two (2) hour minimum. The Township's offer is at least the equivalent of the best existing condition presented. Therefore, the Township's offer of double time with a vacation day deducted is granted.

AWARD -- ISSUE NO. 4

The Township's last best offer is accepted. Mr. Basil concurs, Mr. Allen dissents.

ISSUE NO. 5 -- HOLIDAYS

The Union requests the same holidays provided for all Township employees, at the base rate plus time and one-half (1 1/2) for all hours worked.

The Township made a proposal combining the Vacation and Holidays involved. Under that proposal the Township's last best offer is that after one year an officer would receive fifteen (15) paid days off, after four (4) years the officer would receive twenty (20) paid days off and after fifteen (15) years the officer would receive twenty-five (25) days off, and there would be no special section in the Agreement relative to paid holidays over and above the vacation days.

On the other hand, the Township submits that if the Panel is unwilling to combine the two issues the Township would agree with the Union that no change should be made in the vacation days as provided for in the Agreement and that as an alternative the officer would receive in lieu of a paid holiday, eight hours pay at straight time at the end of each fiscal year.

The Township's statement of agreeing with the Union is that no change shall be made in the vacation days as provided for in the agreement and that as an alternative the officers would receive in lieu of a paid holiday, eight hours pay at straight time at the end of each fiscal year.

AWARD -- ISSUE NO. 5

The Township's last best offer is granted. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 6 -- COST OF LIVING ALLOWANCE

The Union submits that the Township has paid annual Cost of Living Allowance for the past three (3) years. The Union proposes this be paid every quarter, at .01 per hour per .3 Consumer Price Index increase.

The Township notes that neither Saginaw County nor Buena Vista have a cost of living allowance. The Township notes that in its exhibit it pointed out that over the past five years raises granted are running ahead of the cost of living increases. (Township Exhibit #4).

In light of the wage increase to be granted by the Panel and the cost involved to pay that, the additional financial burden of the cost of living is not granted for this contract.

AWARD -- ISSUE NO. 6

The Union's request for the cost of living is denied. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 7 -- WORKMEN'S COMPENSATION

The Union's request is for the Township to pay the difference between Workmen's Compensation and the employee's regular base rate. It argues that an officer should not be penalized for being insured while doing his job.

The previous Agreement provides that "all employees injured or incapacitated in the actual discharge of duty shall receive such pay as provided for under the Workman's Compensation Laws of the State of Michigan." The Township points out that the Workman's Compensation is provided for by law as an insurance policy for employees. The Township takes the position that they have no

control over this benefit, that by law the Township must participate in the Workman's Compensation program, and it believes that the program is satisfactory.

In the absence of controlling or persuasive evidence or documents the language in the prior Agreement shall be continued.

AWARD -- ISSUE NO. 7

The language as to Workman's Compensation in the prior Agreement shall be continued. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 8 -- COLLEGE BENEFITS

The Union request is for 5% of base rate for A.A. degree; 8% for B.S. degree; 10% for M.A. degree paid annually.

The Township notes that neither Saginaw County nor Buena Vista pay anything to their officers when they hold an Associate or Bachelor's degree. However, the Township has not taken that position. The Township takes the position that they would add another level of benefit--that being the payment of \$900 for a Masters Degree and maintain the \$300 for the Associate Degree and the \$600 for Bachelor's Degree.

The Chairman is inclined to recommend the Township's last best offer which is an improvement over the one currently in effect. The last best offer is that the \$300.00 payment and the \$600.00 payment of the old agreement remain as is and that a \$900.00 payment be added for those employees who obtain a Masters Degree in Police Administration from an accredited College.

AWARD -- ISSUE NO. 8

The Township's last best offer on College benefits is granted. Mr. Basil

concur, Mr. Valenti dissents.

ISSUE NO. 9 -- OPTICAL/DENTAL AND PRESCRIPTIONS

The Union demand is for Delta Dental family plan and family Optical Service on a 60/40 basis, with the present 90% prescription plan.

The Township submits that the Union failed to provide any evidence to the Arbitration Panel to guide it in its deliberation as to whether or not other law enforcement agencies pay these kind of benefits and that in addition the Union has submitted no cost figures as to the dental and optical insurance.

In the absence of specific cost items the Township's last best offer is that the current health insurance program be maintained. The previous contract provided for Blue Cross/Blue Shield health insurance, MVF-1 with 90% of the prescription drug program and pre- and post-natal care.

AWARD -- ISSUE NO. 9

The Township's last best offer is accepted. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 10 -- SICK LEAVE

The Union states that it accepts the Township offer on sick leave accumulation, in addition to the present sickness and accident insurance. However, the Union says it maintains its original position on full payment of accumulated sick leave, upon termination of service.

The Township points out that the previous contract provides for six days per year accumulating to thirty days. The Township points out that in its

Exhibit #3 concerning the fringe benefits for Saginaw Township gives employees a disability income program as provided for by the employer. It maintains that a combination of six sick leave days per year with an accumulation to 30 plus a long-term disability program which commences upon the thirtieth day of absence provides officers with excellent protection should they have the misfortune of becoming sick and/or disabled for an extended period of time.

For this contract it is the Panel's decision or a majority thereof, that the sick leave program carried by the Township is comparable to surrounding vicinities.

The Township's last best offer on the issue of sick leave is that employees shall receive six days per year of sick leave against which any absences due to illness or injury are charged. It notes that the yearly allotment may accumulate to a total of thirty days. As stated in the present program an employee's designated beneficiary shall receive full pay for all accumulated and unused sick leave days upon the death of the employee. It is noted that the continuation of the LTD program as described in the Township brief has been agreed to by the parties.

AWARD -- ISSUE NO. 10

For this contract the Township's position offer is granted. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 11 -- VACATIONS

It is the Union's request to retain the present vacation plan which reads as follows:

1 Year-----	10 Days
4 Years-----	13 Days
8 Years-----	15 Days
15 Years-----	20 Days

As discussed in ISSUE NO. 5, HOLIDAYS, the Township suggested combining the vacations and the holidays. The Township reiterates that at the current time if the average officer is scheduled to work four of the six holidays provided for in the contract, he receives after one year of service ten paid days plus four additional days. Again the Township proposes that if the Panel is willing to combine the two issues of vacation and holidays, the Township's last best offer is that after one year an officer would receive fifteen paid days off, and after four years the officer would receive twenty paid days off, and after fifteen years the officer would receive twenty-five paid days off, and there would be no special section in the Agreement relative to paid holidays over and above the vacation days.

A majority of the Panel is not inclined to combine the two issues.

AWARD -- ISSUE NO. 11

The Union's request of retaining the present vacation plan is granted. Mr. Valenti concurs, Mr. Basil dissents.

ISSUE NO. 12 -- PERSONAL LEAVE DAYS

It is the position of the Union that the officers need some time allowed to attend to personal business. It maintains that such time off should not be considered as vacation days and it is not sick leave.

The Township takes the position that no personal days as such should be granted in the contract and that the number of personal days without pay continued to be at the discretion of the Chief as has been the practice.

For this contract the position of the Township will be upheld that personal days be granted at the discretion of the Chief as no prevailing practice or compelling evidence at this time indicates the necessity of the inclusion of two personal days without pay in the Agreement.

AWARD -- ISSUE NO. 12

The Township's last best offer or a continuation of the present practice is granted. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 13 -- SHIFT PREFERENCE

The Union proposal is that vacancies should be filled by seniority and qualifications. The Union charges that the Director of Public Safety wants the unquestioned right to switch men from one job to another or from one schedule to another and that he does not contractually recognize the seniority and experience of the officers or the effect of schedule changes on the family of the officer. The Union states that its proposal does not provide for "bumping rights" but does provide for an orderly, fair and impartial exercise of seniority.

The previous contract provides that shift assignments will be at the discretion of the Chief. The Township argues that if the Union's demand were meant it would expose the community to great variations in the degree of police protection that is being provided at any given moment. It says this could mean that all the inexperienced officers could conceivably end upon one shift.

The Township states that presently the Chief does give consideration to seniority when making shift assignments. It notes that neither Saginaw County nor Buena Vista provide in their contracts for a strict seniority system relative to shift preference.

Based on the evidence and the size of the work force, it is the view of a majority of the panel that the present practice will be continued.

AWARD -- ISSUE NO. 13

The Township's position will be adopted. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 14 -- SHIFT DIFFERENTIAL

The Union maintains that the officers working the less desirable hours should receive additional compensation for these hours just as it argues it is done in private industry and in other police departments. The Union's request is that for the 2nd Shift, the differential should be 3% of Base Pay and for the 3rd Shift the differential should be 5% of Base Pay.

The Township takes the position that there should be no shift differential and submits evidence from the Saginaw County contract and the Buena Vista contract which shows that neither of them provide for any shift differential within their agreements.

In the absence of persuasive evidence or documents to the contrary, the Township's last best offer on shift differential is that none should be included.

AWARD -- ISSUE NO. 14

The Union's request for shift differential is not granted for this contract.

Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 15 -- DETECTIVE INCREMENT AND PLAIN CLOTHES ALLOWANCE

The Union claims that the Township policy was to pay detectives a rate half way between top patrolman and sergeant. It says that their present contractual position is no additional pay for this position, even though it maintains that it is commonly accepted that the detective position requires special talents and abilities. The Union cites the Township's Exhibit #2 which it says shows additional pay in surrounding law enforcement agencies.

The Union submits that in addition to a detective increment of 5% of base pay, the Union demand is for a clothing allowance of \$350.00 per year to pay for the clothing necessary for the position.

The Union did not place in evidence substantial enough to support its position for the additional increment and clothing allowance.

AWARD -- ISSUE NO. 15

The Township's position is granted. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 16 -- DIFFERENTIAL

The current Agreement provides for no shift differential. The Union requests a 3% differential for the second shift and a 5% differential for the third shift.

The Township notes that the Union did not place in the status of this demand in comparable communities nor did it place a cost figure on such a proposal. The Township points out that neither Saginaw County nor Buena Vista provided for any shift differential within their agreements.

The conclusion of the Panel must draw is based upon the evidence submitted that the issue of shift differential must be awarded to the Township. The Township's last best offer on shift differential is that none should be included.

AWARD --ISSUE NO. 16

Shift differential is not included in this Agreement. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 17 -- CLEANING ALLOWANCE

The Union demand is for each officer to receive \$300.00 per year, to cover the costs of cleaning to be paid April 1st of each year.

The Township points out that Saginaw County does not provide for any cleaning allowance and that Buena Vista does provide for a modest cleaning allowance. The Township maintains that no cleaning allowance should be granted because the need for such allowance was not substantiated. However, the Township in its last best offer is willing to modify its position to the extent that in the second year of the Agreement a cleaning allowance of \$10.00 per month be granted to all employees in the Department. This allowance shall be paid (for administrative convenience) on the basis of \$60.00 on or about October 1, covering the first six months, and \$60.00 on or about April 1, covering the last six months.

AWARD -- ISSUE NO. 17

The Township's last best offer is accepted for the second year of the Agreement as set forth above. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 18 -- TWO MAN CARS

This issue was covered and awarded under ISSUE #3 FULL MAN SHIFTS.

AWARD -- ISSUE NO. 18

As stated in ISSUE NO. 3, the Union's request as to manpower level on each shift is denied. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 19 -- PENSION PLAN

The Union submits that the current Township plan is designed for employees in general and does not recognize the unusual aspects of police work. It points out that police officers traditionally retire earlier than general employees and the Union proposal is the same as is usually applied to all police officers. It requests that for twenty-five (25) years of service for 50% pay of the best three year and three (3) years service, no increase in employee contribution.

Under the present plan the contract provides for a retirement program in which the Township pays 5% of gross pay and the employee pays 3% of gross pay. The Township submits that this is the same program covering all employees in the Township, including other Unions. (Township Exhibit #3). The Township notes that not only is the program the same program carried by all employees in the Township, but that this includes another Teamsters Unit.

In the absence of conclusive and substantive evidence and comparisons, while acknowledging the reasons for the earlier retirement of police officers as compared to other public employees, the request is not granted for this contract.

AWARD -- ISSUE NO. 19

The Township position is sustained. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 20 -- LONGEVITY

The Union states that there is no provision in the present contract to acknowledge years of service to the Township with additional compensation. It points out that there are very few promotional opportunities so an employee with several years experience ends up receiving the same pay as another employee with very little service time as a police officer.

The Union's request is:

5 Years Service	-	2% of base pay
7 Years Service	-	4% of base pay
10 Years Service	-	6% of base pay
15 Years Service	-	8% of base pay

To be paid the first payday of December each year.

The Township submits that it already has built-in and proposes to continue it. The Township has further pointed out that neither Saginaw County nor Buena Vista provide for longevity pay. The Township's last position on longevity is that there be no change in the old Agreement.

In the opinion of the Chairman, the evidence is not persuasive enough under the terms of the statute to grant the longevity as requested by the Union for its members under this Agreement.

AWARD -- ISSUE NO. 20

As requested by the Township there will be no change in the longevity provisions as contained in the prior contract. Mr. Basil concurs, Mr. Valenti dissents.

ISSUE NO. 21 -- SALARY

The Union proposes the average salary for cities with population of 25,000 - 50,000 as reported by the Michigan Municipal League (Union Composite #2), effective April 1, 1975, in the amount of \$13,939.00.

Included in the Union's comparisons for comparables are the Saginaw County Sheriff's Department, the City of Saginaw (the Township notes that Saginaw's population is much larger than that of the Township), and with the Michigan State Police.

The Township submits that in the composites submitted by the Union in which cities of like population in Area 2 as established by the Michigan Municipal League, it is found that Area 2 patrolmen for 1975-76 have a maximum salary of \$11,571. That Saginaw Township patrolmen for 1975 as set forth in Union Composite #1 shows \$11,953, and argues that the Township, therefore, is paying \$382 above the maximum salary paid to the average patrolman in Area 2. The Township argues that in comparing the Township to the maximum amount paid to patrolmen in an area grouped by population, one observes that the Township has maintained its same relative position for the years 1973, 1974 and 1975 of being slightly behind that average. The illustration of Composite #3 and the Township's reply thereto was covered in the background portion of this decision.

As to Composite #4 of the Union as a comparison of ten cities in Michigan with like population concerning their manpower and salaries paid to patrolmen, the Township notes that it does not seriously compare Saginaw Township with Highland Park with a population of 35,000 and a police force of 150, nor one to seriously compare Saginaw Township to communities with comparable population all over the State of Michigan. The Township advances the argument that the Union could have selected Allen Park, Birmingham, East Detroit, Farmington Hills,

Garden City, Hamtramck, Inkster, Madison Heights, Oak Park, Troy, Wyandotte, East Lansing, Holland, Jackson and Muskegon. The Township further argues and suggests that the Union could have selected five cities from Area 1 or Area 2 on some objective basis instead of selecting ten cities out of Area 1 and Area 2 that pay more than Saginaw Township.

The Township maintains that for 1975 the Union neglected to put the figure in for Saginaw Township, and suggests that the reason is because it was higher than the Saginaw County Sheriff's Department. The Township notes that the maximum for patrolmen in Saginaw Township for 1975 was \$12,895, and the amount listed for the Saginaw County Sheriff's Department was \$12,532.

The Township states that all other employees received a 10% raise for the last two fiscal years, and that the Union did not submit evidence that would indicate or compel the Panel to award the Police Department a greater percentage than other Township employees. The Township states that up to the arbitration proceedings the Township had a 5% wage offer on the table. It states that over the two years then when other employees received a 20% raise this would have raised the Police Department's wages by 22.81%, which it says is 2.81% better than all other employees. The Township queries as to why the Police Department should receive a greater percentage than other employees? However, the Township says that under the statute it must make its last best offer and offers the police officers in the Unit a 10% raise for the first year and a 9% raise for the second year. It states that the Township makes this offer knowing full well that this far outstrips what has happened and is projected to happen to the cost of living during this same period of time.

From the statistics and comparables introduced by the Union at the hearing which were marked as Composites #2 and #3 and the last best offer in the post hearing briefs, it appears to the Chairman that the Union's last offer of

settlement on wages will serve only to raise the wage level of the Saginaw Township Police Officer to an average wage level in the comparable cities in Area #2, and with runaway inflation plaguing this nation's economy and noting that a majority of the panel did not accept the Union's request for a cost of living adjustment, it makes it compelling that a fair and equitable wage proposal be adopted as asked by the Union. This will raise the wages of the Saginaw Township Police Officers to the average but not over that in cities and townships as set forth in Union Composite Union #2.

The Chairman grants that under the terms of the increase offered by the Township that it is in fact an added and good adjustment. However, under the terms of Statute 312 the Panel is directed in its deliberations to make a comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding, with the wages, hours and conditions of employment of other employees generally, and the Panel is required by Act 212 to select the last best offer based on the comparisons of one party to the other. That being the case the comparables submitted by the Union and on a broad base, both geographically and economically, provide a substantiation for its request on Wages. That is, the wages of \$13,939.00 for the first year of the contract, retroactive back to April 1, 1975, and 8% for the second year of the contract as opposed to the Township's flat offer of 10% for the first year, and 9% for the second year. The Economic Demands are placed in effect immediately upon the receipt of the Award

AWARD -- ISSUE NO. 21

The Union's last best offer on wages is granted, that is \$13,969.00 for a three year Patrolman the first year of the contract and an eight per cent (8%) raise for the second year of the contract. The first year of the Contract the Sergeant's pay will be \$14,969.00 with an eight per cent (8%) raise the second year of the Contract. Mr. Valenti concurs, Mr. Basil dissents.

SUMMARY OF AWARD

Issue No. 1--The Union's request as stated in its post hearing brief on court time is granted. Mr. Valenti concurs, Mr. Basil dissents.

Issue No. 2--The Township's position is granted. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 3--The Union's request as to manpower level on each shift is denied. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 4--The Township's last best offer is accepted. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 5--The Township's last best offer is granted. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 6--The Union's request for the cost of living is denied. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 7--The language as to Workman's Compensation in the prior Agreement shall be continued. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 8--The Township's last best offer on college benefits is granted. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 9--The Township's last best offer is accepted. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 10--For this contract the Township's position and offer is granted. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 11--The Union's request of retaining the present vacation plan is granted. Mr. Valenti concurs, Mr. Basil dissents.

Issue No. 12--The Township's last best offer or a continuation of the present practice is granted. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 13--The Township's position will be adopted. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 14--The Union's request for shift differential is not granted for this contract. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 15--The Township's position is granted. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 16--Shift differential is not included in this Agreement. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 17--The Township's last best offer is accepted for the second year of the Agreement as set forth above. Mr. Basil concurs, Mr. Valenti dissents.


Issue No. 18--As stated in ISSUE NO. 3, the Union's request as to manpower level on each shift is denied. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 19--The Township's position is sustained. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 20--As requested by the Township there will be no change in the longevity provisions as contained in the prior contract. Mr. Basil concurs, Mr. Valenti dissents.

Issue No. 21--The Union's last best offer on wages is granted, that is \$13,939.00 for the first year and an eight (8%) per cent raise for the second year of the contract. Mr. Valenti concurs, Mr. Basil dissents.

The Township delegate, Thomas A. Basil, and the Union delegate Joseph Valenti, concur or dissent as indicated in the awards on the twenty-one issues listed above.


E. J. FORSYTHE, IMPARTIAL CHAIRMAN

DATED: MAY 25, 1976