

3/8/73 ARB
TRUE COPY

IN THE MATTER OF ARBITRATION

Between

City of St. Clair Shores, Employer

-and-

St. Clair Shores Police Officers' Association, Union

3/8/73

Pursuant to Act No. 312,
Michigan Public Acts of 1969

Arbitration Panel

Kenneth Grinstead, Chairman
Robert Janes, City Designee
Gerald Keller, Association Designee

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

For the City

Robert M. Fraser, Assistant City Attorney

For the Association

Winston Livingston, Attorney

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

AUG 2 1976

IN THE MATTER OF ARBITRATION

Between

City of St. Clair Shores, Employer

-and-

St. Clair Shores Police Officers' Association

Under Act No. 312, Michigan
Public Acts of 1969

TABLE OF CONTENTS

	Page
Procedural Matters	1
Profile of The City of St. Clair Shores	5
Standards for Decisions	7
Ability to Pay	10
Comparisons	15
Arguments	21
Issues Under Submission	28
Disposition of The Issues	30
Wages	30
Gun Allowance	33
Shift Differential Pay	35
Clothing and Equipment Allowance	37
Cleaning Allowance	39
Holidays	40
Overtime	43
Sick Leave	46
Insurance	50

	Page
Vacation	53
Maintenance of Conditions	55
Workmen's Compensation	57
Term of Contract	59
Table of Organization	59
Minimum of Manpower	59
Retirement	59
Representation	59
Grievance Procedure	59
The Arbitration Opinion	60

OPINION

A. PROCEDURAL MATTERS

This is a compulsory arbitration matter pursuant to Act 312 of the Public Acts of the State of Michigan, 1969 as amended, MSA 17.455 (31) et. seq.; MCLA 423.231 et. seq., (hereinafter Act 312) better known as the Michigan Policemen and Firemen Compulsory Arbitration Act. The members of the Arbitration Panel are Kenneth Grinstead, impartial chairman, Gerald Keller, employees' delegate and Robert Janes, employer's delegate. The dispute involves contract negotiations between the City of St. Clair Shores (hereinafter City) and the St. Clair Shores Police Officers' Association (hereinafter referred to as Association or SCSPOA). The City and Association have a collective bargaining relationship and their most recent collective bargaining contract expired on June 30, 1972 (Jt. Ex. 1). Article XXV provides for an extension of the terms and provisions of the contract (hereinafter current agreement) pending agreement upon a new contract.

Prior to the expiration of said contract, the parties attempted to negotiate a new collective bargaining agreement. Despite mediation efforts all issues remained unsettled with a result that an impasse occurred between the parties. Subsequently, the Association invoked the provisions set forth in Section 3, Act 312. By letter, dated June 27, 1972, addressed

to the City, the Union through its President, Gerald Keller, initiated arbitration proceedings. (SCSPOA Ex. 1) The Association, through its attorney, Winston Livingston, requested the Chairman of the Michigan Employment Relations Commission to appoint the impartial chairman (SCSPOA Ex. 2).

The Panel held a preliminary conference with representatives of the parties in the City of St. Clair Shores, Michigan on August 11, 1972. At that time, the Association presented a list of its economic issues and a list of its non-economic issues. Agreement was reached upon an exchange of documentation and hearing dates were scheduled.

The hearings were held in St. Clair Shores on September 21, 22, 27 and 28, October 17, December 1, December 21, December 22, 1972 and on February 16, 1973. At the commencement of the hearings, the parties stipulated that both collective bargaining and mediation which, under the statute, are conditions precedent to arbitration, had occurred. The parties further stipulated that the Association's actions initiating arbitration were timely as required by Act 312 (Tr. 9). It was stipulated that, pursuant to Act 312, any award rendered by the Panel would be retroactive to July 1, 1972 and would be limited to one fiscal year -- July 1, 1972 through June 30, 1973 (Tr. 34).

At these hearings each party was given full opportunity to present testimonial and documentary evidence in support of the positions taken on bargaining issues claimed to be in existence. A verbatim reportorial transcript of the proceedings was taken. A typed transcript was ordered by the Panel and these written

findings, opinion and order on the issues presented have been made with benefit of a transcript.

A significant portion of the proof adduced during the hearings was obtained by personal interviews, telephone conversations, surveys based on published data, and other evidence as by Section 6 of Act 312. This process permitted the parties to fully present and develop data on all issues.

Section 6 of Act 312 provides, among other things, that "any oral or documentary evidence and other data deemed relevant by the arbitration panel may be received in evidence" and that "technical rules of evidence shall not thereby be deemed impaired." In light of this authority, it is the judgment of the Panel that the written submissions of the parties in this matter are to be deemed "evidence." However, the Arbitration Panel has based its findings, opinions, and orders solely on competent and material evidence.

Post hearing briefs were filed with the Panel.

This opinion has been written by the Chairman of the Panel, but the valuable suggestions of the other members of the Panel is acknowledged. Concurrence by the other members on any of the issues under submission does not necessarily signify that they agree with everything stated in the opinion.

The Appropriate Unit and Master Agreement

The Association is the bargaining agent for the 67 patrolmen in the bargaining unit (SCSPOA Ex. 12). Shown below is a profile of the seniority record on July 1, 1972 of the unit members.

<u>Length of Service 7/1/72</u>	<u>Patrolmen</u>
0-6 months	3
6 months to 1 year	0
1 year to 2 years	4
2 years to 3 years	4
3 years to 4 years	8
4 years to 5 years	8
5 years to 10 years	18
10 years to 15 years	10
15 years to 20 years	10
20 years to 25 years	2
25 years or more	0
TOTAL	67

These parties most recent master contract covered the 30-month period from January 1, 1970 to June 30, 1972. Its provisions remain in full force and effect pending an agreement upon a new contract.

B. PROFILE OF THE CITY OF ST. CLAIR SHORES

St. Clair Shores is located in the southeast corner of Macomb County and adjacent to Lake St. Clair. The City lies slightly north of Detroit on that City's east side. Six and one half miles long, its eastern border consists entirely of Lake St. Clair shoreline and its west border approximates the route of the I-94 freeway. The City boundaries encompass about 11.6 square miles.

St. Clair Shores was incorporated in 1951 at the beginning of very rapid population growth. The population rose from 19,823 in 1950, to 76,657 in 1960 and reached 88,093 by 1970. Based on population, St. Clair Shores is Michigan's tenth largest city.

The City is primarily a residential community of which approximately 90 percent of the population live in homes being purchased. The range in values of the homes as reflected in sale value during 1969 are \$0 - \$17,000 - 10 Percent; \$17,000 - \$26,000 - 64 percent; and over \$39,000 - 3 percent. The average age of homes in St. Clair Shores is 15 years.

The City has two industrial parks, with 24 corporations represented. This lakeside community has large numerous marinas located along its waterfront. There is no central business district.

St. Clair Shores is one of the suburban municipalities that constitute the "Detroit suburban fringe" and is easily comparable to other similar municipalities in southeast Michigan.

It has been described as a community with a mixture of blue and white collar workers. The U.S. Census reveals that the median family income in St. Clair Shores in 1970 was \$13,598 and ranked fifth among the fifteen Michigan cities having a population of 50,000 or more. Median family income of two nearby adjacent and comparable neighbors was: Roseville, \$12,262; East Detroit, \$12,943.

With regard to police protection problems, the City has few unique characteristics. The policemen's job embraces the usual traffic and ordinance enforcement responsibilities typical of most police officers working in suburban residential communities.

C. STANDARDS FOR DECISION

Section 6 of Act 312 provides that a panel's "majority action and rulings shall constitute the actions and rulings of the arbitration panel." Under Section 8, a panel "shall make written findings of fact and promulgate a written opinion and order upon the issues presented to it and upon the record made before ...", and the findings, opinion and order shall be just and reasonable and based upon the factors prescribed in Sections 9 and 10." Sections 9 and 10 provide as follows:

Sec. 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, 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 employment of the 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.

Sec. 10. A majority decision of the arbitration panel, if supported by competent, material and substantial evidence on the whole record, shall be final and binding upon the parties, and may be enforced, at the instance of either party or of the arbitration panel in the circuit court for the county in which the dispute arose or in which a majority of the affected employees reside. The commencement of a new municipal fiscal year after the initiation of arbitration procedures under this act, but before the arbitration decision, or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or authority of the arbitration panel or its decision. Increases in rates of compensation awarded by the arbitration panel under Section 10 may be effective only at the start of the fiscal year next commencing after the date of the arbitration award. If a new fiscal year has commenced since the initiation of arbitration procedures under this act, the foregoing limitation shall be inapplicable and such awarded increases may be retroactive to the commencement of such fiscal year any other statute or charter provisions to the contrary notwithstanding. At any time the parties, by stipulation, may amend or modify an award of arbitration.

It is the judgment of the Panel, (1) that it base its findings, opinions and order upon the factors stated in Act 312, Section 9, as applicable, and (2) that the Panel retain jurisdiction in this matter to interpret its opinion and award adjusting the award, if necessary, to comply with any interpretations and/or orders issued by State or Federal Courts or Regulatory Agencies.

D. ABILITY TO PAY

An arbitration panel must be cognizant of the financial ability of the City and must act prudently in making its decisions. For background purposes the City has provided an extensive analysis of its fiscal and budgetary situation, including references to its available revenue sources. The City does not claim an inability to pay what it deems to be appropriate wage increases. However, the implication of its presentation is that the Panel should take into account the City's financial problems. These include the City's share of state income and sales tax during 1971-72 which was well below estimates (\$267,245) and that the City incurred a general fund deficit of \$238,290 during the fiscal year ending June 30, 1972 (City Ex. 4).

During fiscal 1971-72, the City received general fund revenues from State and local sources of \$6,116,482, (City Ex. 4) and estimates that in 1972-73 they will receive \$7,244,100 (City Ex. 2) or an increase of \$1,127,216 (18.4 percent). The City has projected its 1972-73 general fund expenditures to be \$7,244,100. The City should receive all the money it has estimated it will receive from State sources for fiscal year 1972-73.

The City has budgeted an increase of 5.55 percent for salaries and fringe benefit improvement for all employees. The money (\$257,177) was placed in the "Legislature Expenditures" account and appropriate transfers will occur when required.

The state equalized valuation of property in the City of St. Clair Shores is \$300,111,763 and the tax levy is 13.05 mills for the general fund. For fiscal 1972-73, the City estimates it will receive \$3,921,000 from local property tax revenues as compared to actual receipts of \$3,555,604 during 1971-72. The city charter grants the City Council permission to levy a maximum of 15 mills for general fund purposes. It may levy 20 mills, provided voter approval is obtained.

One of the tests of a public employer's ability to pay is the legal limitations placed upon its taxing authority by the constitution, statutes, and/or charter. In this matter, the City council, without voter approval, has a cushion of 1.95 mills within the charter limitation which could raise \$585,218 in local property tax revenues, if levied. It may be argued that since the tax levy was adopted by the City council prior to the commencement of the fiscal year and before negotiations with employee groups had been consummated, the Council cannot now levy 15 mills. Therefore, a public employer might argue the sum raised by 13.05 mills reflects the City's ability to pay, and not 15 mills. If negotiators, mediators, fact-finders and arbitration panels utilized the actual levy of the City as a test of the City's ability to pay, rather than its legal capacity, the City Council could effectively control and frustrate the collective bargaining and arbitration process. It is the opinion of the Panel that the City has the ability to pay, as reflected by its current tax levy, its charter authority of a 15 mill levy and a potential authority to levy 20 mills, pending voter approval.

Another commonly used test of a public employer's ability to pay is a comparison of the "total property tax rate" of property owners in the jurisdiction. The Panel takes judicial notice of a publication of the Michigan State Treasury Department, State Tax Commission, showing 1971 state equalized valuations, tax levies and tax rates for the year 1971 in Michigan cities. The publication shows the rate in mills for the county, school, city and total. From this publication, the total property tax burden of St. Clair Shores can be compared with the other Detroit Metropolitan Area cities. During the hearing the parties utilized data from 25 cities for comparison purposes and the Panel reviewed tax rates for these cities during 1971.

The highest total property tax rate among the twenty-five (25) cities was in Ferndale (65.29 mills) and the lowest in Southfield (49.14 mills). The median rate was in Warren (56.06 mills). The total property tax rate in St. Clair Shores for all purposes was 58.77 mills.

The total property tax rate in nine of the twenty-five (25) cities was higher than in St. Clair Shores during 1971. These cities are Ferndale (65.29), Oak Park (63.22), Westland (62.83), Garden City (62.37), East Detroit (61.54), Madison Heights (60.97), Ann Arbor (60.57), Birmingham (60.35) and Taylor (59.35).

The millage rate in St. Clair Shores during 1971 for all City purposes was 14.93 mills. Among the twenty-five (25) cities, fifteen (15) had city tax rates higher than in St. Clair Shores.

Neither the City tax rate or the total tax rate, when compared with other cities similarly situated, prevents this Panel from constructing an award which meets the comparability criteria of Section 9, Act 312.

Federal Revenue Sharing

The City's Finance Director testified that the City had been notified that it would receive \$335,000 from the Federal Revenue Sharing Program for the period January 1, 1972 to June 30, 1972. In addition the City will receive between \$650,000 and \$700,000 for the period July 1, 1972 to June 30, 1973. The first payments have been made on this amount and in the judgment of the Panel will eventually produce about \$900,000 more revenue for the City than estimated in the 1972-73 budget.

A Contingent Liability

The City of St. Clair Shores has been named defendant in a class action suit initiated by several building contractors who are seeking refunds of building permit and inspection fees allegedly overcharged by the City. The ultimate liability, if any, that may result from this matter is indeterminable at this time. The maximum potential liability is about \$500,000. The case is now at the Michigan Supreme Court level and no date for final determination of the matter is known. In a prior case involving similar circumstances 21 builders obtained a judgment against the City for \$126,000.

Summary of Findings and Conclusions on Ability to Pay

It is clear that the City had some financial difficulties during 1971-72 but is now in good financial condition. The City should receive from State and local sources all estimated revenues and enjoys a potential of 1.95 mills to increase local tax revenues if necessary. The City's property tax rate is below the median for comparable cities and the total property tax burden for property owners in St. Clair Shores is comparable with other cities. The City has a budgeted contingency account of \$257,177 earmarked for salary and fringe benefit improvement for all employees. Federal Revenue sharing has a real potential of about \$900,000 for 1972-73 not previously estimated in its budget. The City has the financial ability to meet the award of the Panel.

E. COMPARISONS

Prior to the Panel's decision on the award, an intensive review was undertaken of comparable data for each separate issue, as well as a broad review of the total wages and fringe benefits received by patrolmen in comparable cities. Proper weight has been given to all items received in the direct total compensation package and the fringe benefit package received by patrolmen. To appropriately describe and compare salaries, the six items constituting the "total direct compensation package" were identified and reviewed as a whole. These items are base salary, gun allowance, shift premium, clothing and cleaning allowance, longevity and holiday pay.

Extensive data was entered in the record by the parties covering direct wages and fringe benefits received by patrolmen in twenty-seven (27) jurisdictions in the Detroit Metropolitan area. These were:

Allen Park, Ann Arbor, Birmingham, Clinton Township, Dearborn, Dearborn Heights, East Detroit, Ecorse, Ferndale, Garden City, Grosse Pointe Woods, Highland Park, Lincoln Park, Livonia, Madison Heights, Melvindale, Oak Park, Pontiac, Redford Township, Roseville, Royal Oak, Southfield, Sterling Heights, Taylor, Troy, Warren and Westland.

Some of the data submitted for the patrolmen from the above employers were for 1971-72 and some for 1972-73. Data submitted for East Detroit were based on an arbitration award later rejected by the Pay Board and therefore were not used by the Panel in making its determination.

Data for 1972-73 were presented for seventeen jurisdictions. By studying this information, even though some of the governmental units and communities were strikingly different, the Panel obtained a broad view of wages and fringe benefits received by patrolmen in the Detroit Metropolitan Area. Table I shows a comparison of direct compensation received by patrolmen in seventeen (17) jurisdictions in the Detroit Metropolitan Area during fiscal year 1972-73.

An important question related to whether the findings should be based on a broad spectrum of communities, such as those in Table I, or utilize a smaller but more comparable list. It seems reasonable to isolate and compare data for those jurisdictions which are the most similar to St. Clair Shores.

One important criteria of comparability is population size of the jurisdiction. Table II was prepared to show the direct compensation received by patrolmen during 1972-73 in seven (7) selected cities in the Detroit Metropolitan Area with populations of 50,000 or more.

However, the Panel could not accept cities selected on population size only as its basis for making comparability decisions. Criteria employed for comparability purposes were density of population, balance of residential and industrial components, median family income, stage of development, geographic location, competition and similar conditions of employment, and other factors. In the opinion of the Panel

cities most comparable to St. Clair Shores based on many factors would include the following twelve (12) cities:

Allen Park, Dearborn Heights, East Detroit, Ferndale, Garden City, Lincoln Park, Livonia, Madison Heights, Roseville, Royal Oak, Taylor and Westland.

Dearborn Heights and Taylor were excluded because data for 1972-73 were unavailable for those cities.

Special consideration ought to have been given to those nearby cities which are in direct competition with St. Clair Shores and where conditions of employment are more similar to those of St. Clair Shores. These would include Roseville and East Detroit. Unfortunately data for East Detroit was not useable and reliance upon data from only one jurisdiction (Roseville) would be inappropriate. The Panel used data from the following nine jurisdictions which it deemed to be similar for making comparability decisions. These were:

Allen Park, Ferndale, Garden City, Lincoln Park, Livonia, Madison Heights, Roseville, Royal Oak, and Westland.

Table III shows direct compensation data for fiscal year 1972-73 the nine selected comparable cities.

The 1971-72 direct compensation amounts for patrolmen in St. Clair Shores was as follows:

Base Salary	\$12,000
Gun Allowance	0
Shift Premium	300
Clothing and Equipment Allowance	250
Longevity	480
Holiday Pay	392
TOTAL 1971-72 Direct Compensation	\$13,422
With 5.5 percent increase	14,160
With 6.75 percent increase	14,596
With 7.00 percent increase	14,362
With 8.75 percent increase	14,596

TABLE I

Direct Compensation of Patrolmen
in 17 Detroit Metropolitan Area
Jurisdiction, 1972-73 (Effective July 1, 1972)

CITY	Patrolmen's Base Salary	Gun Allowance	Shift Premium	Clothing Equipment and Cleaning Allowance	Longevity	Holiday Pay	Total Direct Compensation
Allen Park	\$13,000	\$365	\$160	\$400	\$250	\$ 550	\$14,725
Clinton Twp.	12,578	365	240	300	503	532	14,518
Dearborn	13,419	300	174	300	300	516	15,009
Ecorse	12,985	300	277	400	280	599	14,841
Ferndale ^a	13,600	0	0	200	544	250	14,594
Garden City ^a	13,200	365	333	300	200	600	15,058
Grosse Pte. Wds.	13,744	0	125	200	250	419	14,738
Lincoln Park	12,950	300	234	350	240	498	14,572
Livonia ^b	13,478	365	0	300	300	518	14,961
Madison Heights	13,400	0	0	250	536	580	14,766
Oak Park	14,427	365	0	345	412	610	16,159
Redford Twp. ^c	12,720	200	0	400	400	489	14,209
Roseville	13,100	0	666	400	524	907	15,597
Royal Oak ^d	12,952	180	0	100	518	349	14,099
Sterling Hgts.	13,200	0	240	360	528	508	14,836
Troy	13,400	0	0	220	536	1,082	15,238
Westland	12,950	365	0	425	140	598	14,478
MEDIAN							14,766
MEAN							14,847

- a. Effective September 1, 1972
b. Effective December 1, 1972
c. Effective April 1, 1972
d. Effective June 1, 1972

TABLE II

Direct Compensation of Patrolmen
In Detroit Metropolitan Area Cities
Of 50,000 Population or More, 1972-73

CITY	Patrolmen's Base Salary	Clothing Equipment and				Holiday Pay	Total Direct Compensation
		Gun Allowance	Shift Premium	Cleaning Allowance	Longevity		
Dearborn	\$13,419	\$300	\$174	\$300	\$300	\$516	\$15,009
Lincoln Park	12,950	300	234	350	240	498	14,572
Livonia ^a	13,478	365	0	300	300	518	14,961
Roseville	13,100	0	666	400	524	907	15,597
Royal Oak ^b	12,952	180	0	100	518	349	14,099
Sterling Heights	13,200	0	240	360	528	508	14,836
Westland	12,950	365	0	425	140	598	14,478
MEDIAN							14,836
MEAN							14,793

a. Effective December 1, 1972

b. Effective June 1, 1972

TABLE III

Direct Compensation of Patrolmen
In Nine Selected Comparable Cities
1972-73

	1972-73 Patrolmen's Base Salary	Gun Allowance	Shift Premium	Clothing Equipment and Cleaning Allowance	Longevity	Holiday Pay	Total Direct Compensation
Allen Park ^a	\$13,000	\$365	\$160	\$400	\$250	\$550	\$14,725
Ferndale ^b	13,600	0	0	200 ^e	544	250	14,594
Garden City	13,200	365	333	300	200	660	15,058
Lincoln Park	12,950	300	234	350	240	498	14,946
Livonia ^c	13,478	365	0	300	300	518	14,961
Madison Hgts.	13,400	0	0	250	536	580	14,766
Roseville	13,100	0	666	400	524	907	15,597
Royal Oak ^d	12,952	180	0	100	518	349	14,099
Westland	12,950	365	0	425	140	598	14,478
MEDIAN							14,766
MEAN							14,803

a. First year of two-year contract.

b. Effective September 1, 1972

c. Effective December 1, 1972

d. Effective June 1, 1972

e. All uniforms are provided in addition.

F. ARGUMENTS

Association's Argument

The Association has requested the Panel to award an increase of at least \$1,500 in direct compensation for the 1972-73 fiscal year in order to reach comparable wage scale levels. Total direct compensation, as defined by the Association, is constituted by (1) base pay (2) gun allowance (3) holidays (4) clothing allowance (5) cleaning allowance (6) shift premium, and (7) longevity.

The Association presented three exhibits (SCPOA Exs. 13, 14, and 15) showing comparisons of all the above items and their totals for 27 jurisdictions and St. Clair Shores. These exhibits commingle settlements for 1971-72 and 1972-73, properly designated however, and show St. Clair Shores patrolmen receive the least total direct compensation among the 28 jurisdictions regardless of the fiscal year used for comparison purposes.

The Association contends that its prior 2½ year contract contributed to their present low ranking. On January 1, 1970, a patrolman in St. Clair Shores received \$10,300 and this sum, the Association asserts, when taken together with other compensation and fringe benefits comprised a favorable settlement that was comparable at that time. However they argue, during the 2½ year period of the contract, other jurisdictions granted their patrolmen salaries and other benefits that exceeded the St. Clair Shores contract provisions. As a result, on

June 30, 1972, the St. Clair Shores patrolmen were receiving benefits below their comparable neighbors and the Association requests that this Panel rectify their present unfavorable status.

The Association dispenses with the question of the City's ability to pay by drawing attention to the City's proposed balanced budget which included a 5.55 percent increase for patrolmen, and anticipated receipts of about \$900,000 from Federal Revenue Sharing but not shown in the 1972-73 budget. Therefore, the Association argues that the City has ample resources to meet the demands of the Association.

City Argument

Through counsel, the City presented several reasons why this panel should not award an increase of more than 5.55 percent. First, is the settlement arrived at through the collective bargaining process with the "general city employees." Counsel argues that the 5.5 percent increase was agreed to "... in order to protect and to honor the guidelines adopted by the Federal Government and what they considered a fair and equitable increase." (City Brief, p. 3.)

Second, is the negotiated settlement with the firemen. During the hearing, Mr. Janes testified that the St. Clair Shores Fireman's Association, which had been involved in arbitration, had reached a settlement with the City by negotiations and the agreement was ratified on December 19, 1972. He testified as to the terms of the agreement (Tr. 943-963). The first year of the firemen's agreement calls for a 5.5 percent

increase in base wages, a \$50 increase in equipment and improvement allowance, one additional paid holiday, and a cost of living adjustment formula providing for a one (1¢) cent per hour for each point increase in the Consumer Price Index (Detroit Area). The second year provides for a 5 percent increase in base wages and a \$50 increase in equipment allowance (Tr. 943-947). The City stated that it has been the intention of the City council to maintain equalization of wages between the Police and Fire Department employees (Tr. 959) for numerous reasons and wishes to continue equalization (City brief, p. 4). The City acknowledges however their past bargaining history reflects a tandem relationship, with the police being the "leaders" and the firemen the "followers" (Tr. p. 963-964).

The City argues that the increases granted to the general city employees and firemen were fair and reasonable, follow the Federal inflationary control guidelines, represents what the city budgeted for increases during 1972-73 and the panel must consider the impact of an increase in excess of 5.5 percent for patrolmen would have on the general city employees and firemen.

The City contends that when the total cost of all the benefits received by patrolmen is considered, St. Clair Shores is comparable with the cities they have selected as "similarly situated." The City argues that the panel should consider the total cost to the City for maintaining a patrolman. These items, in addition to basic wages, are shift premium, pension, vacation, sick leave, holidays, longevity, uniform, funeral

leave, hospitalization, life insurance, gun allowance, and personal business days (City Ex. 1, p. 3). Table IV shows the comparisons presented by the City to support this argument.

TABLE IV^aDirect Compensation and Fringe Benefit Costs for Eight
Cities in Detroit Metropolitan Area, 1971-72

Direct Compensation Items	Dearborn	Livonia	Pontiac	Roseville	Royal Oak	Southfield	Warren	St. Clair Shores
Base Salary	\$12,700	\$12,708	\$12,540	\$12,300	\$12,277	\$12,925	\$12,700	\$12,000
Gun Allowance	300	300	365	0	0	0	0	0
Shift Premium	173	0	173	615	0	0	173	300
Clothing and								
Cleaning	300	200	200	375	300	350	150	250
Longevity	300	250	251	492	491	517	508	480
Holiday Pay	440	562	555	473	472	497	405	392
TOTAL DIRECT COMPENSATION	\$14,148	\$14,020	\$14,084	\$14,225	\$13,540	\$14,289	\$13,936	\$13,422
Average Total Direct Compensation Costs	- \$13,962							

FRINGE
BENEFIT
ITEMS

Pension	\$ 2,230	\$ 1,614	\$ 3,173	\$ 1,598	\$ 2,366	\$ 2,028	\$ 1,969	\$ 2,156
Vacation	1,145	1,075	965	946	944	994	977	1,108
Sick Leave	586	587	579	568	567	597	586	554
Funeral								
Leave	49	49	48	47	47	50	49	46
Hospitaliza- tion	677	725	739	840	610	696	707	871
Life Ins.	0	112	72	0	58	138	74	53
Personal Day	0	49	0	142	0	0	0	0
TOTAL COST FRINGES	\$ 4,687	\$ 4,211	\$ 5,576	\$ 4,141	\$ 4,592	\$ 4,503	\$ 4,362	\$ 4,788
Average Fringe Benefit Costs	\$4,606							
TOTAL	\$18,600	\$18,231	\$19,660	\$18,396	\$18,132	\$18,792	\$18,298	\$18,210
Average Total Costs for each patrolmen	\$18,540							

a. Data in this table from City Exhibit 1, pp. 2-3.

20

Data in Table IV show that the 1971-72 total direct compensation cost for a St. Clair Shores patrolman of \$13,422 ranked seventh among the eight cities. The average was \$13,928.

Data in Table IV shows that the fiscal 1971-72 fringe benefits package cost for a St. Clair Shores patrolman was \$4,788, second highest of the eight (8) cities. The average was \$4,606 or \$182 less than expended per patrolmen in St. Clair Shores.

It is the City's implied argument that the low ranking of St. Clair Shores patrolmen's direct compensation costs are offset by the high expenditures for fringe benefits. The total direct compensation and fringe benefits costs for a St. Clair Shores patrolman during fiscal 1971-72 was \$18,210. Total costs for a St. Clair Shores patrolman during fiscal 1971-72 are compared with cities selected by the City as comparable.

The data in City Exhibit 1, p. 2 and reproduced in Table IV serve to show how the City compared during fiscal 1971-72 and the influence that pension costs have on the total annual cost to the City for each patrolman. The Panel has given this factor careful consideration and the award has been constructed to take into account the fringe benefits received by St. Clair Shores patrolmen.

The City asks the Panel to consider the percentage of the budget that is allocated for police protection as compared with other cities (City Ex. 1, p. 4). For example during 1971-72, 26.47 percent of the general operating expenses in St. Clair

Shores was spent for the Police Department. In Dearborn the percentage spent was 11.52 percent, in Warren 15.49 percent and five other cities allocated more than 23.55 percent.

G. THE ISSUES UNDER SUBMISSION

At the hearing held September 21, 1972 the Association placed in the record their issues to be submitted for arbitration as follows:

1. Wages
2. Gun Allowance
3. Shift Differential Pay
4. Clothing and Equipment Allowances
5. Cleaning Allowance
6. Holidays
7. Overtime
8. Sick Leave
9. Insurance
 - A. Life
 - B. Hospitalization
10. Vacation
11. Maintenance of Conditions
12. Workmen's Compensation
13. Term of Contract
14. Table of Organization
15. Minimum Manpower
16. Retirement
17. Representation
18. Grievance Procedure

During the hearing, issues No. 14 through 18 inclusive were withdrawn or resolved and have not been considered by the Panel or made part of the award.

The Association's issues, in most instances, concern subjects which are covered by the parties' current agreement. With respect to some of such subjects, the Association's proposals represent in form and substance substitutions for the counterpart provision of the current agreement. On some other issues, the Association's proposals represent modifications of the counterpart provision, but not an entire revision. Some of the Association's proposals represent entirely new subjects and if adopted, will require additional contract sections. The

Panel understands that, with respect to any provision in the prior agreement, which the Association, as indicated by its submission, has expressed no proposed modification, the parties intend that provision is to be carried forward into the new agreement unchanged.

H. DISPOSITION OF THE ISSUES

*Issues 1 -- Wages (Article XIII)

Present Provisions

Under provisions of the current agreement, the salary schedules of patrolmen based on date of hire are as follows:

For Patrolmen Hired Prior to July 1st, 1968

	Effective 1/1/72 - 6/30/72	Number of Patrolmen on 7/1/72
After 30 months Service	\$12,000	48

For Patrolmen Hired between July 1, 1968 and December 31, 1969

	Effective 1/1/72 - 6/30/72	Number of Patrolmen on 7/1/72
Start	\$10,000	0
After 6 months of Service	10,500	0
After 18 months of Service	11,000	0
After 30 months of Service	11,500	3
After 42 months of Service	12,000	8
		11

For Patrolmen Hired January 1, 1970 or After

	Effective 1/1/72 - 6/30/72	Number of Patrolmen on 7/1/72
Start	\$10,000	3
After 6 months of Service	10,300	0
After 1 year of Service	10,600	4
After 2 years of Service	10,950	1
After 3 years of Service	11,300	0
After 4 years of Service	11,650	0
After 5 years of Service	12,000	0
		8

Association Demand

The Association request for the 1972-73 pay schedule for patrolmen hired prior to January 1st, 1970 is as follows:

Effective 7/1/72

Start	\$12,000
After 6 months of Service	12,300
After 1 year of Service	12,600
After 2 years of Service	12,950
After 3 years of Service	13,300
After 4 years of Service	13,650
After 5 years of Service	14,000

The Association request for the 1972-73 pay schedule for new patrolmen hired July 1, 1972 or after is as follows:

Effective 7/1/72

Start	\$11,000
After 6 months of Service	11,500
After 1 year of Service	12,000
After 2 years of Service	12,500
After 3 years of Service	13,000
After 4 years of Service	13,500
After 5 years of Service	14,000

Base Salary (Wages) Award

After reviewing comparable salary data, giving weight to the fringe benefits provided St. Clair Shores patrolmen and estimating the total annual cost per patrolman, the following pay scale will be adopted for the entire period July 1st, 1972 through June 30, 1973:

For Patrolmen Hired Prior to July 1, 1968 - \$12,825

For Patrolmen Hired between July 1st, 1968 and December 31, 1969

After 30 months of Service	\$12,300
After 48 months of Service	\$12,825

For Patrolmen Hired January 1, 1970 or After

Start	\$10,725
After 6 months of Service	11,025
After 1 year of Service	11,350
After 2 years of Service	11,700
After 3 years of Service	12,075
After 4 years of Service	12,450
After 5 years of Service	12,825

ORDER

That patrolmen hired prior to July 1st, 1968 shall receive an annual base salary of \$12,825.

That patrolmen hired between July 1st, 1968 and December 31, 1969 shall receive \$12,300 after 30 months of service and \$12,825 after 48 months of service.

That for patrolmen hired after January 1, 1970 the following progression scale for base salary shall be used:

Start	\$10,725
After 6 months of Service	11,625
After 1 year of Service	11,350
After 2 years of Service	11,700
After 3 years of Service	12,075
After 4 years of Service	12,450
After 5 years of Service	12,825

*Issue 2 -- Gun Allowance

Present Provision

None

Association Demand

The City shall pay each officer an off duty gun allowance in the amount of \$365.00 each year. This shall be paid on or before March 15, in a separate check.

Gun Allowance Award

Seven of the nine cities in the Panel's selected comparables pay for gun allowance and the range is from \$180 to \$365. The traditional argument used in favor of receiving such pay is that police officers are required to carry their guns while off duty and to respond as police officers to situations which arise in their presence calling for intervention. The argument against providing for a gun allowance is that the gun carrying requirement has always been a part of the police officer's job; hence no special payment for it is justified because it is compensated for in the officer's base salary.

The Association admits, and the Panel recognizes, that a gun allowance is a compensation item. Therefore, for purposes of comparisons of compensation received, gun allowances together with other direct pay items in the total compensation package, should be added to the base salary.

The Panel, after reviewing present practice data in comparable cities, believes there is justification for payment of an annual gun allowance, but in the amount of \$182.50.

ORDER

That the City shall pay each officer an off duty gun allowance in the amount of \$182.50 each year. This shall be paid on or before May 1st; in a separate check.

*Issue 3 -- Shift Differential Pay
(Article XIX)

Present Position

Article XIX of the current agreement provides:

An officer whose shift starts at or after 11:00, A.M., shall be entitled to shift differential pay in the amount of 2½ percent of his regular pay. An officer whose shift starts at or after 11:00, P.M., shall be entitled to shift differential pay in the amount of 5 percent of his regular pay.

Shift differential shall be paid semi-annually on or before January 30 and July 30, respectively.

Association Demand

An officer whose shift starts at or after 11:00, A.M., shall be entitled to shift differential pay in the amount of 5 percent of his regular pay. An officer whose shift starts at or after 11:00, P.M., shall be entitled to shift differential pay in the amount of 10 percent of his regular pay.

Shift differential shall be paid semi-annually on or before January 30 and July 30, respectively.

Shift Differential Award

A premium for shifts other than the day shift has been fully accepted in private industry and many governmental units.

An examination of all the communities in the Association's 27 city survey (SCPOA Ex. 13) shows that twelve have shift premiums. Among the nine selected comparable communities shown in Table I, four have established shift premiums. The maximum paid annually is in Roseville (\$666) and the minimum is paid in Allen Park \$160.

The method of computing shift premium varies. For example, Roseville pays a five (5) percent of base pay premium for working the afternoon shift, and 10 percent for the midnight shift; Highland Park pays 10 cents per hour extra for the afternoon shift, and 15 cents for the midnight shift; and, Allen Park pays a lump sum amount of \$160 if the patrolman rotates all three shifts.

We have previously noted the shift premium scheme paid in St. Clair Shores and during 1971-72 an officer earned \$300 under the schedule. After reviewing all the data submitted we find the evidence insufficient to provide adequate support for the Association's request, and the Panel has concluded that it should be denied.

ORDER

The Association's demand for a change in Shift Differential Pay (Article XIX) is denied.

*Issue 4 -- Clothing and Equipment Allowances
(Article XVIII, Sections A and E)

Present Provisions

Article XVIII, Sections A and E of the current agreement provide:

- A. Each officer shall receive a clothing allowance once a year in the amount of \$150.00 with \$50.00 of the allowance in cash. The \$50.00 in cash shall be used for the purchase of police shoes, boots, rubbers and other miscellaneous items not furnished by the department.
- E. Officers shall receive an additional \$100.00 a year for an equipment improvement allowance, payable July 1 which is to be agreed upon between the Association and the Chief of Police.
 - 1. If there is a balance remaining from the purchase it may be used for accessories that would apply to the item purchased--such as: ammunition, holsters, cleaning kits, etc.
 - 2. When an item from the above is purchased it may not be sold at a later date unless, an officer has permission from the Chief of Police.
 - 3. When an item is sold it must be done so that the next item purchased is an improvement over the item sold, or to replace a damaged or defective piece of equipment.
 - 4. Each item purchased shall be the property of the officer.

Each new patrolman is supplied with his complete uniforms and equipment by the Police Department as specified in Article XVIII, Section B and E. Thereafter, he receives an annual allowance (\$150) to purchase uniforms and a separate allowance (\$100) for an equipment improvement allowance. Each patrolman is required to show receipts validating purchase of \$100 worth of clothing and \$100 worth of equipment. He is not required to validate expenditure of \$50 of the clothing allowance. No money is allocated for cleaning.

Departmental rules and regulations assures the City that patrolman purchase proper uniforms and equipment and maintain it.

Association Demand

The Association requests that each officer receive a total of \$375 annually for a "clothing and equipment allowance" payable as follows: \$187.50 on July 1st and \$187.50 on December 1st. Further, the Association requests that patrolman shall not be required to furnish the Department with receipts of purchase.

Clothing and Equipment Award

It is the Panel's judgment that the total amount received for clothing and equipment, (\$250) when compared to the sums received by patrolmen in similar jurisdiction, is too low. We must recognize that St. Clair Shores patrolmen receive no cleaning allowance as provided by some other jurisdictions. After reviewing comparable data, the clothing and equipment allowance should be increased in the amount of \$50.

ORDER

That each officer shall receive a clothing allowance once each year in the amount of \$200 with \$100 of the allowance in cash. The officer shall not be required to furnish receipts for purchase of items from the \$100 cash allocation. The \$100 in cash shall be used for the purchase of police shoes, boots, rubbers and other miscellaneous items not furnished by the department.

An increase in the equipment allowance is denied.

*Issue 5 -- Cleaning Allowance

Present Provision

None

Association Demand

The City shall pay for the cleaning of all officer's working clothes.

(The Association would accept a revision of this demand to have the City make arrangements for cleaning and laundry of uniforms, or \$150.00 annually, if the employee elects to make his own arrangements.)

Cleaning Allowance Award

Some jurisdictions provide one allowance for clothing, another for equipment and another for cleaning. Others provide money for some of the items and not for others. For purposes of comparisons the panel added sums allocated for these three items together. The average amount allocated for all three items is slightly above \$300, with a range of \$450 in Westland to \$100 in Royal Oak. We have awarded an increase of \$50.00 in the clothing allowance for St. Clair Shores officers bringing the total for clothing and equipment to \$300.00. It is our conclusion that no cleaning allowance is to be provided.

ORDER

That the Association's demand for City payment for cleaning of all officer's working clothes be denied.

*Issue 6 -- Holidays (Article IX)

Present Provision

a). Article IX of the current agreement provides:

Paid holidays shall be as follows:

New Years Day, Memorial Day, Independence Day, Labor Day, Armistices Day (Veteran's Day), Thanksgiving Day, Christmas Day, New Year's Eve ($\frac{1}{2}$ day) Good Friday ($\frac{1}{2}$ day), Christmas Eve ($\frac{1}{2}$ day) -- to be paid by December 1, on separate check.

b). Patrolmen in the unit work rotating shifts and normally work five consecutive days. When changing shifts, the number of consecutive days worked varies. No allowances are made in the schedule for specific holiday work exemptions. If a patrolman is scheduled to work on a holiday, he fulfills his work obligation. Each year patrolmen work an average of five or six of the holidays. The pay for holidays is paid in a lump sum at the individual patrolman's daily rate, times $8\frac{1}{2}$. The Association estimates that a patrolman receives approximately \$392 each year for holiday pay under the current agreement.

Association Demand

The Association requests that number of paid holidays be increased from $8\frac{1}{2}$ to 13. The requested holidays are: New Year's Day, Lincoln's Birthday, Washington's Birthday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Armistice Day (Veterans Day) New Year's Eve Day, Christmas Eve Day, Christmas Day, Good Friday, Thanksgiving Day. Paid December 1, on separate check.

In addition, the Association requests that when a patrolman is required to work on any of the thirteen designated holidays, he shall receive double time for all time worked. Also, if a designated holiday falls on any patrolman's regular day off, he will receive an additional day's pay. The proposed language is as follows:

Employees who are required to work on any of the designated holidays shall receive holiday pay, plus double time for all time worked. If a designated holiday falls on any employee's regular day off, he will receive an additional day's pay.

Holiday Pay Award

An analysis of comparison group data, with particular attention to the Association's surveys (SCPOA Ex. 13), indicates that the holiday provisions in the existing agreement are below those of other cities. We find that among the selected comparable cities the average number of paid holidays is ten (10). The Panel concludes that the number of paid holidays should be increased from $8\frac{1}{2}$ to $9\frac{1}{2}$.

ORDER

Paid holidays shall be as follows: New Year's Day, Good Friday ($\frac{1}{2}$ day), Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve ($\frac{1}{2}$ day), Christmas Day, New Year's Eve ($\frac{1}{2}$ day). Paid December 1, on separate check.

Because this award has been issued so late in the 1972-73 contract year, questions may arise regarding the administration of the holiday pay award. It is the Panel's understanding that holiday pay checks for 1972-73 be issued as soon after the

effective date of this award as is practical in the amount of $9\frac{1}{2}$ times the officer's daily rate of pay. Should an officer resign or be discharged before July 1st and prior to the occurrence of a holiday, his last pay check shall have the holiday(s) deducted that have not yet occurred.

We find no justification to improve holiday pay by introducing additional pay schemes within the formula and reject the Association's second demand for holiday pay.

ORDER

The Association's demand that officers who are required to work on any of the designated holidays shall receive holiday pay, plus double time for all time worked is denied.

The Association demand that if a designated holiday falls on an officer's regular day off, he will receive an additional days pay is denied.

*Issue 7 -- Overtime (Article X, Sections B, C, D and G)

Present Provisions

Article X, Sections B, C, D and G of the current agreement provide:

- B. An officer called in for duty for other than his regular eight (8) hour shift, shall receive a minimum of four (4) hours pay. For each hour actually worked the officer shall be paid time and one-half, and straight time for the remaining hours.
- C. When required to attend St. Clair Shores Municipal Court, while not on duty, an officer shall receive a minimum of two (2) hours pay at time and one-half.
- D. When required to attend any Court, while not on duty, other than St. Clair Shores Municipal Court, an officer shall receive a minimum of four (4) hours pay at time and one-half. This shall also apply to hearings at the Liquor Control Commission License Appeal Board.
- G. A rotating list shall be maintained to guarantee equal opportunity in distribution of all special overtime. This list shall be posted on the P.O.A. Bulletin Board.

Panel's Understanding of Present Provisions

a). Under present provisions (Section B) if a patrolman is called in for duty, other than his regular eight (8) hour shift, he receives a minimum, regardless of whether he works or not, of four (4) hours pay. If the patrolman is called in and actually works, he receives time and one-half for that time. If he is called in, "stands by," but does not work, he receives "straight time" for that time spent.

b). "Court time" involves patrolmen who are required to process a case, to attend the St. Clair Shores Municipal Court, or any other court, or hearings at the Liquor Control Commission

License Appeal Board, during their off-duty hours. Under the current agreement, for a single appearance in Municipal Court, a patrolman receives two hours minimum, or, if he is in Court more than two hours, the actual time spent, at time and one-half.

When required to attend the Circuit Court, Juvenile Court, Probate Court, any other Court, or Liquor Control Commission Hearings, a patrolman receives a minimum of four (4) hours credit, or the actual time spent, whichever is greater at time and one-half.

c). Section G has been administered by the Chief of Police after consultation with the Association and certain policies have been agreed upon and reduced to writing. The administration of the policies has created some dissatisfaction.

d). Article X does not embody a provision for pay to an officer who takes official policy action while not officially on duty.

Association Demand

The Association requests that Article X Sections B, C, D and G be changed to read as follows:

Section B:

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 time and one-half.

Section C:

When required to attend St. Clair Shores Municipal Court, while not on duty, an officer shall receive a minimum of four (4) hours pay at time and one-half.

Section D:

When required to attend any job related courts or hearings, while not on duty, other than St. Clair Shores Municipal Court, an officer shall receive a minimum of six (6) hours pay at time and one-half.

Section G:

Overtime shall be by Department Policy as agreed upon by the Police Department and the Association. This policy shall be covered by the grievance procedure.

New Section language requested by the Association:

Any officer who takes Police Action while not officially on duty, shall be paid at the rate of time and one-half for each hour worked while enforcing the laws of the City of St. Clair Shores, the State of Michigan and the United States of America. He shall receive all benefits under this contract that are afforded to an officer officially on duty.

Overtime Award

After a careful review of all data submitted to the Panel on this matter, we have concluded that no change be made at this time on overtime pay. We find that comparisons show that St. Clair Shores patrolmen have approximately the same overtime provisions as similar jurisdictions.

ORDER

That the Associations demand for changes in "Overtime" provisions be denied.

*Issue 8 -- Sick Leave
(Article XII, Sections A, C and E)

Present Provision

- A. All officers shall be entitled to sick leave with pay based on one (1) day per month at the officers straight time rate of pay. Sick leave credits shall be accumulated without limit and drawn upon from the total unused days accumulated in the event of sickness of the employee. However, employees retiring or terminating employment will not be paid for sick leave credits accumulated in excess of two hundred (200) days. All accumulated sick leave credits up to the two hundred (200) days, shall be paid the officer (employee) upon retirement or to his dependents, if designated, or if not, to his estate in case of death. Fifty (50%) percent of all accumulated sick leave credits will be paid to the employee upon separation from service at the present rate of pay.
- C. In the event of a death in the immediate family of the officer, he shall be entitled, when so required, to the next four calendar days off with regular pay to arrange for or to attend the funeral and burial. Immediate family shall be deemed to be: husband, wife, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, stepmother, stepfather, stepchild.

Officers shall be entitled to (1) day off with pay, when so required, in the event of the death of: aunt, uncle, niece, nephew, brother-in-law and sister-in-law.

Where the aforementioned relative lives in the same household, the officer shall be entitled to the one funeral day, plus three sick leave days, if so required, after arrangements have been made with his immediate supervisor. The foregoing funeral day shall not be deductible from sick time or vacation time.

- E. One sick leave day per year may be used as a business day.

Association Demand

The Association requests that the first two sentences of Section A be retained and the following language be substituted for the remainder.

An officer's dependent or estate, shall be paid 100 percent for all accumulated sick leave, upon the retirement or death of the officer all accumulated sick leave shall be payable at the rate of pay at the time of retirement or death.

An officer with ten (10) years or more of service shall be paid 100 percent for all accumulated sick leave, upon termination of his employment. An officer with less than ten (10) years of service shall be paid 50 percent of all accumulated sick leave upon termination of his employment.

The Association requests that the first sentence of Section C be changed as follows:

In the event of a death in the immediate family of the officer, he shall be entitled to five (5) working days off with regular pay to arrange for or to attend the funeral or burial.

The Association requests that the second sentence in Section C be retained.

The Association requests that the second paragraph of Section C be changed as follows:

Officers shall be entitled to two (2) working days off with pay, in the event of the death of: aunt, uncle, niece, nephew, brother-in-law, sister-in-law. (Discussion during the hearing revealed the proposal implied attendance at funeral): Where the aforementioned relative lives in the same household, the officer shall be entitled to two (2) working days off, plus three sick leave days, if so required, after arrangements have been made with his immediate supervisor. The foregoing funeral days shall not be deductible from sick time or vacation time.

The Association requests that Section E be changed to read as follows:

An officer shall be entitled to receive three (3) personal leave days per year. Personal leave days shall not be deducted from sick leave. (Discussion during the Hearing revealed no accumulation of personal days.)

Sick Leave Award

This issue can be divided into three sub parts:

1) payment of accumulated sick leave upon retirement, death or severance; 2) bereavement pay and 3) personal leave.

After reviewing all information made available to the Panel it is apparent that payment of sick leave upon retirement, death or separation as now provided is reasonable.

Bereavement time (funeral leave) for St. Clair Shores patrolmen of four calendar days is slightly less than that granted in other jurisdictions. This benefit is used on an irregular basis (much more so than sick leave) but is common benefit in police departments.

In view of the modest difference in this benefit when compared with other jurisdictions, we find no compelling reason to increase the bereavement leave provision at this time.

The current agreement permits a patrolman to take one day off for personal business but it is deducted from his sick leave. We find among comparable jurisdictions a variety of personal leave practices. Some permit no personal leave, some allow personal leave but deducted from sick leave and some grant personal leave, non-deductible from sick leave. Among the comparable jurisdictions some provide better personal leave benefits than St. Clair Shores. After careful review of the costs of the fringe benefit package and the total direct compensation package, it is the unanimous conclusion of the Panel that the current personal leave policy not be altered.

ORDER

The Association's demand for an increase in payment for accumulated sick leave upon retirement, death or severance is denied.

The Association's demand for an increase in bereavement time is denied.

That officers shall have one personal leave day each year, non-cumulative, which is not deductible from sick leave or any other time-off benefit is denied.

*Issue 9 -- Insurance
(Article XIV, Sections A and B)

Present Provisions

Article XIV, Section A provides:

- A. Life and accident -- The City shall continue the present life insurance plan with an increase of \$2,500 at no added cost to the employer.

The above language from the current agreement is ambiguous and considerable disagreement was expressed by the parties during the Hearing as to the exact provision for "Life and Accident" insurance. It was revealed from testimony that a \$7,500 life insurance policy will be provided each patrolman by the City if the employee contributes \$5.00 per month. The employee must pay \$5.00 per month to be eligible for the \$7,500 policy. Otherwise he has no insurance under the current provision.

A portion of each patrolman's \$7,500 policy is "ordinary life" and is paid from his \$5.00 per month contribution. The remainder is furnished by the City and is "term" insurance. The policy of a new patrolman would be \$7,500 and would be mostly "term" insurance and a small portion "ordinary life." The longer a patrolman has paid into the program the larger the "ordinary life" portion and the smaller the "term" portion. Eventually a patrolman's policy is all ordinary life and will be "paid up."

If a patrolman leaves the employment of the City, he may continue the paid up ordinary life portion and he is also insurable up to \$7,500.

The policy contains a double indemnity provision for accidental death. All employees of the City may elect to enroll in the life insurance plan.

Article XIV, Section B provides:

- B. Medical and Hospitalization. The City shall assume the cost of Blue Cross/Blue Shield with Master Medical Rider and Drug Rider (\$2.00 deductible) for each employee (probationary employees included) and his family; and, for all retirees (with full family coverage) over age 60 and retirants under age 60 whose annual income for tax purposes, excluding pension paid by the City, is less than \$4,000. To include all members of the Department now retired. Widows of deceased retirees shall receive complete coverage under this section as long as she receives City Pension benefits under a chosen (option) plan of the Pension and Retirement Act. This coverage, which provides for semi-private room, shall include for a period of two (2) months all seniority and probationary employees who have exhausted their vacation and sick days. Retirees and widows of retirees are required under this section of apply for medicare, if and when eligible with City paying premium, and with the understanding that coverage provided is comparable to or better than the existing plan.

Association Demand

The Association requests that Article XIV; Section A be changed to read as follows:

The City shall provide a life and accident insurance policy for each officer at a rate of twice his base pay. The policy shall include a double indemnity clause and an accidental death and dismemberment clause of a 24 hour coverage. This policy shall be provided by the City at no cost to the officer. The City shall provide a \$5,000.00 life insurance policy for all retired officers at no cost to the retired officer.

Any officer presently enrolled in the endowment policy and who is contributing \$5.00 monthly, shall have the option to continue or discontinue the policy. This policy shall be in addition to the aforementioned policy that is provided for by the City. The City shall continue to make the payroll deductions on the endowment policy.

The Association requests that Article XIV, Section B be retained in its entirety but with the following additional insurance riders.

The City shall add a dental health plan rider and an Optical Rider to the present policy now in effect.

Insurance Award

Having reviewed with care the Association's demand for improvement in life insurance benefits and compared the present program with comparable jurisdictions, it is our unanimous conclusion that improvement is necessary. The most common insurance program is a \$10,000 double indemnity, term life insurance provided to the officer without cost. The present policy for \$7,500 should be increased to \$10,000.

ORDER

That the City shall continue the present life insurance plan with an increase of \$2,500 at no added cost to the employee.

The Panel has reviewed the health insurance provisions for patrolmen in other communities and find that the program in St. Clair Shores is very comparable. (Precise comparisons are difficult to make because of a variety of provisions and policies provided by different companies.)

ORDER

The Association's demand for a dental health plan rider to the medical and hospitalization insurance is denied.

*Issue 10 -- Vacation
(Article XI, Sections A and C)

Present Provisions

Article XI, Sections A and C of the current agreement provide:

A. After completion of his probationary period, each officer shall earn two (2) ten (10) days (working days) vacation, retroactive to his date of hire. Vacations shall be earned on a calendar year basis and shall be pro-rated for less than a full year's service. To earn a months service, an officer must have ten (10) days credited on his payroll record.

C. The following vacation schedule shall apply:

After completion of 10 years service	4 additional days per year
After completion of 15 years service	6 additional days per year
After completion of 20 years service	8 additional days per year

*(These additional vacation days shall not restrict regular vacations selected by other officers.)

Association Demand

The Association requests that Article XI, Section A of the current agreement be retained and the following sentence added:

If a holiday falls within an officer's vacation period, he shall receive an additional vacation day and the holiday off.

The Association requests that Article XI, Section C of the current agreement be retained and the following sentence be inserted as a "first step:"

"After completion of 5 years of service - 2 additional
days per year."

Vacation Award

After reviewing the vacation provisions for patrolmen in similar jurisdictions the Panel finds that this benefit is satisfactorily comparable and no increase can be granted. Insufficient information was developed during the hearings upon which to base a decision regarding the Association's demand for an additional vacation day if a holiday fell within his vacation period.

ORDER

The Association's demand for additional vacation days is denied.

The Association's demand that if a holiday falls within an officer's vacation period, he shall receive an additional vacation day and the holiday off is denied.

*Issue 11 -- Maintenance of Conditions

1. Following Association demand dropped:

An officer, while on duty, shall not be required to deliver Council mail as part of his duty. (Transcript at 652.)

2. Following Association demand withdrawn without prejudice:

An officer shall not be required to live within the City limits of St. Clair Shores. (Transcript at 652.)

3. Following Association demand accepted by City:

All patrol cars shall be equipped with a safety screen between the front and rear seating area. (Transcript at 652.)

4. The following Association demand has been considered by the Panel.

The City shall provide, after July 1, 1972, Police vehicles that include the following equipment:

Air-conditioning
Tinted windows (all around)
Electric windows and door locks

Based upon comparable information and testimony of police officers, it is the judgment of the Panel that those cars used for traffic control purposes on a regular basis should have air-conditioning. These cars are parked for long periods during the day time for purposes of traffic surveillance by electronic apparatus operated by the officer in the car. Consequently, the officer's working conditions can be extremely uncomfortable on warm days and air-conditioning in traffic cars is warranted.

ORDER

The City shall provide air conditioning and tinted windows for all "traffic" cars.

The Association's demand for electric windows and door locks is denied.

*Issue 12 -- Workmen's Compensation
(Article XV)

Article XV of the current agreement provides:

- A. Sick Leave. Provisions of Workmen's Compensation Laws of the State of Michigan shall apply in all accidents or injuries to employees in the line of duty. Each full-time employee and each probationary employee who is unable to work as a result of an injury or sickness arising from the performance of his duty, shall be paid by the City at his regular rate of pay for the duration of workmen's compensation benefits, without loss of sick leave. If the disability pension is being paid, the direct city payment shall cease.

All workmen's compensation checks shall be signed and turned over to the City.

Association's Demand

The Association demands that the language of Article XV be modified to correct what it deems to be improper administration of this provision. From testimony (Tr. 89) it was revealed that an employee was off for a full year (under this provision) and received fifty-two weeks pay, but he wanted in addition to that to be paid for two weeks' sick leave and four weeks vacation.

After some off-the-record discussion, the City presented its understanding of the retention of earned vacation time prior to "going on" workmen's compensation, and the accumulation of vacation time while "on" workmen's compensation (Tr. 2, p. 34). The Association approved of the language.

ORDER

That if an officer is injured or suffers an illness in the performance of his duty and receives workmen's compensation, he shall earn no vacation time during that period. However, accumulated vacation time prior to the injury or illness shall not be lost and may be used when the officer returns to full-time employment.

*Issue 13 -- Term of Contract

Parties agreed to one-year, July 1, 1972 to June 30, 1972 (Transcript at 652).

*Issue 14 -- Table of Organization

Withdrawn without prejudice.

*Issue 15 -- Minimum Manpower

Withdrawn without prejudice (Transcript at 649).

*Issue 16 -- Retirement

Withdrawn without prejudice.

*Issue 17 -- Representation

City agreed during the Hearing to increase from three (3) to four (4) the number of on-duty officers to negotiate a working agreement without loss of benefits. (Transcript at 649-51.) Remainder of Association's demand withdrawn without prejudice. (Transcript at 651.)

*Issue 18 -- Grievance Procedure

Parties reached agreement on this issue. (Transcript at 651.)

THE ARBITRATION OPINION

This Opinion has been prepared by the Panel Chairman and represents his analysis of the evidence. The Panel met on a number of occasions to discuss the issues, transcript, exhibits, briefs and arguments of the parties. The Association and City Delegates concur or dissent in the orders as set forth hereinafter. In addition, the City Panelist, Robert Janes has requested that his views on certain issues be appended hereto.

Orders on which the Arbitration Panel unanimously agree are:

- Shift Differential Pay
- Clothing and Equipment Allowance
- Cleaning Allowance
- Holidays
- Overtime
- Sick Leave
- Insurance
- Vacation
- Maintenance of Conditions
- Workmen's Compensation

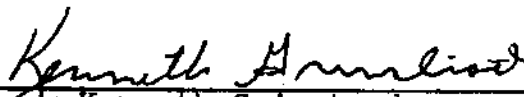
The Panel Chairman and Union Delegate concur and the City delegate dissents on the following Orders:

- Salary
- Gun Allowance

The following issues were resolved by stipulation of the parties or withdrawal without prejudice:

- Term of Contract
- Table of Organization
- Minimum Manpower
- Retirement
- Representation
- Grievance Procedure

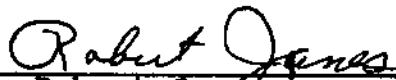
Each Panelist has appended his signature on this page indicating concurrence or dissent to the preceeding Orders.



Kenneth Grinstead
Chairman



Gerald Keller
Association Panelist



Robert Jones
City Panelist

DATED: March 8, 1973

DISSENTING OPINION BY THE CITY'S REPRESENTATIVE ON THE WAGE SCALE AND GUN ALLOWANCE.

In its deliberations before arriving at the final award for direct compensation to the patrolman, the panel had to consider a large volume of salary data and testimony. After careful consideration, the information relative to nine communities was determined to be fairly comparable and thoroughly analyzed with regard to direct compensation and related fringe benefits. Those nine communities were-- Allen Park, Ferndale, Garden City, Lincoln Park, Livonia, Madison Heights, Roseville, Royal Oak, and Westland.

The award as presented is inappropriate because of the failure to give proper weight to three important factors: (1) The economic guidelines of Phase II were totally disregarded; (2) Parity with the St. Clair Shores Firemen was not considered; (3) The total cost of a patrolman to the City, after considering the award, places St. Clair Shores in a relative position higher than seven of the communities rated as comparable.

Because the arbitration hearings were prolonged, the award was made after the Phase II guidelines had been replaced by Phase III. The proceedings, however, should have been controlled by the Phase II guidelines but the award undoubtedly was influenced by the subsequent change in Federal policy. A more timely award would have been tempered downward. I considered the Phase II limitation of 5.5% equitable as indicated by the fact that negotiated settlements with three other city groups, including its firemen, had been reached and each was within the 5.5% guidelines under Phase II. The Internal Revenue Service and the new Pay Advisory Board will understandably be requested to modify the present award to a 5.5 % increase as the preponderance of data justify.

The city of St. Clair Shores, has steadfastly maintained parity between Policemen and Firemen from the date the City was inaugurated in 1951. In addition to parity in wages, the fringe benefits afforded each department have been equalized except in a few limited areas where it was impossible in the requirements for the two positions varied too greatly, such as working hours and uniform allowance. The City through normal negotiations had reached a contract settlement with the firemen covering the next two fiscal years. The present award gives no consideration to this contract settlement. In addition to this, the facts indicate that of the nine comparable communities considered, six have parity, one community pays the firemen a higher wage, one breaks parity by \$50.00 and, in only one community (Roseville) is parity materially broken by \$320.00.

Under the present award the total cost of a St. Clair Shores patrolman, including fringe benefits, exceed that of seven of the comparable communities; but, does not in any way approach the costs incurred in Garden City and Roseville. In these two communities, the relative costs exceed the others by from \$900 to \$1500 which seems to indicate that these two communities are not in line. The

other seven communities vary in total cost by a maximum of \$500. Still the award places our patrolman in a higher comparable position than all seven. A 5.5% increase would have been adequate and still placed them above six of the seven communities.

I think it is necessary to make a few general comments with regard to the arbitration law under which we operated and also the general economic conditions as they prevail. The law only permits the panel to consider tandem relationships, which means only pay scales for comparable police departments, by size, location, and relative municipal characteristics can be considered, which perpetuates a 'leap-frogging' condition in salary scales.

I feel the only justifiable position for the panel should be what the duties and responsibilities of a patrolman are worth to a community. At our present pay scale of \$12,000.00 the average annual compensation paid directly amounts to \$14,638.00. This exceeds by almost \$1000 the amount paid to our Foreman in other divisions who are directly responsible for as many as 30 men.

The law must be changed to allow the cities to place the patrolman in their relative position in the City as a whole. I consider the pay scales for all police departments to be excessive and a concerted effort by all communities must be made to stop the continuing spiral of the wage awards and settlements.

We have an excellent police department and they deserve a justifiable wage but the present salary schedule exceeds that--my recommendation is that an increase below the 5.5% maximum be allowed.


Robert E. Janes
City's Representative