

7/7/78  
ARB

763.

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

ARBITRATION UNDER 312 P.A. 1969,  
AS AMENDED

CITY OF SOUTHFIELD (CITY)

-and-

SOUTHFIELD POLICE OFFICERS  
ASSOCIATION (ASSOCIATION) or (UNION)

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

OPINION AND AWARD

APPEARANCES:

FOR THE ASSOCIATION:

Hiller, Howard, Larky and Hoekenga  
24800 Northwestern Highway  
Suite 403  
Southfield, Michigan 48075  
(By: Daniel J. Hoekenga and  
Sheldon G. Larky)

FOR THE CITY:

Dykema, Gossett, Spencer, Goodnow  
& Trigg  
400 Renaissance Center, 35th Floor  
Detroit, Michigan 48243  
(By: Earl Boonstra)

Milton Spokoyny  
Assistant City Attorney  
City of Southfield  
26000 Evergreen Road  
Southfield, Michigan 48076

ARBITRATION PANEL:

Mario Chiesa, Chairman  
428 N. Gulley Road  
Dearborn, Michigan 48128

Carl Parsell, Union Delegate  
1877 Orchard Lake Road  
Suite 204  
Pontiac, Michigan 48053

Southfield  
City of

ARBITRATION PANEL: (continued)

Ronald J. Santo  
City Delegate  
400 Renaissance Center, 35th Floor  
Detroit, Michigan 48243

HISTORY

This opinion is the final step, hopefully, of an arbitration process which makes the wanderings of Odysseus appear as a simple walk around the park.

The genesis of this proceeding was the pre<sup>1</sup>-arbitration conference which was held on November 1, 1976. After 29 days of taking testimony and exhibits, plus numerous meetings, the record was finally closed on November 8, 1977.

The parties filed their briefs by the February 8, 1978 deadline and upon the chairman's receipt thereof, they were exchanged amongst the parties. The executive meetings in this matter took place on March 21 and April 4, 1978. At the April 4, 1978 executive meeting, it became apparent that because of the positions taken by the parties on the issues of retroactivity and cleaning and clothing allowance, settlement of at least those two issues was certainly anticipated. Finally, on June 14, 1978, the chairman received a copy of a signed settlement agreement concerning the retroactivity and cleaning and clothing allowance issues. This opinion follows thereafter.

Aside from the extraordinary amount of time consumed by this hearing, a mass of transcripts and documents were created. The efforts expended by the parties resulted in approximately 3,700 pages of transcript. The last exhibit introduced by the Association was numbered 137. The last exhibit introduced by the City was marked as 137. Thus, counting compound exhibits, there were over 274 exhibits directed at the merits of this case. Further, during

the course of the hearing, a portion of time had to be allocated to an allegation presented by the Association which stated that the City had violated Section XIII of the Act by unilaterally changing the retirement program in effect and thus changing existing wages, hours and conditions of employment. This sub-hearing added another 49 exhibits. A separate opinion regarding the issue presented by the Association was written and filed with MERC.

In order to accumulate the 3,700 pages of transcript that exists in this matter, it was necessary for 28 witnesses to testify.

#### ISSUES

The initial list of issues contained approximately 23 separate items that were in dispute. Twenty of these items were labelled as economic while the remainder were non-economic issues. Through the elongated course of the hearing a number of these issues were settled or withdrawn. As a result, the parties submitted last offers of settlement on the nine issues remaining at the close of the hearing. As previously stated, two of the issues, retroactivity and clothing and cleaning allowance, were settled in June of 1978. Thus, this panel is left with seven areas of dispute.

The parties have agreed that the Collective Bargaining Agreement should have a duration of two years. As a result, all of the issues submitted must be considered in the context of the two-year agreement.

The first remaining issue is Salary. The issue has been labelled as economic.

The second outstanding issue has been termed Sick Leave Maximum Pay-Out Limitation. It is the result of a City request and has been designated as economic.

The third issue is also a result of a City request and has been termed Vacation Banking. The issue has been labelled as economic.

The fourth issue is again the result of a City request and has been termed Elimination of Compensation Time. The issue is designated as economic.

The fifth issue concerns Disability Insurance and exists as a result of a request made by the Association. The issue has been designated as economic.

The sixth issue also exists as a result of the request submitted by the Association and concerns Two-Man Patrol Vehicles. The issue has been designated as economic.

The last issue concerns increasing the period for police officers to achieve maximum rate from 30 months to 42 months. The issue concerns only new hirees. The issue is the result of a City request and has been labelled as economic.

There are a number of items which have been settled by the parties during the course of this arbitration and of course there are the two items which were settled after the record was closed. Those matters will be discussed at a later point in this opinion.

It should be understood that the City of Southfield has never taken the position that it lacks the ability to pay for the demands made by the Association. As a result, this panel is relieved of the duty of considering the City's ability to pay.

Just one further note before the specific issues are addressed. There was a tremendous amount of evidence introduced regarding the issues in question. Throughout this opinion there will be references made and certain items of evidence will be displayed and discussed. If evidence which exists in the record is not discussed in this opinion, it shouldn't be assumed that it was ignored. That is not the case. Each item of relevant evidence

was carefully considered by this panel. If this panel were to discuss each item of relevant evidence in this opinion, the opinion would be issued in volumes. Thus, only certain items of evidence will be discussed in this opinion even though all relevant evidence was considered.

#### COMPARABLES

Section IX of the Act delineates the elements that must form the basis of an arbitration panel's findings, opinions and order. One of those factors dictates that the panel consider 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 in public employment in comparable communities. The first step in attempting to follow the guidelines annunciated by the legislature is the determination of which communities shall be deemed comparable to the community involved in the arbitration.

The legislature chose not to define the items that should be analyzed in determining comparability. Obviously the elements of comparability can be so numerous and diverse that the legislature chose to leave such determinations to the arbitration panel.

As a result of being involved in many such arbitrations, your chairman has seen parties argue that population, area, SEV, revenue, geographic location, industrial-residential character, crime rate, department size, number of arrests, and many other factors should be considered in determining comparable communities. In those cases where the parties cannot agree to a list of comparable communities, which is unfortunate, each of the arguments offered by the parties regarding comparable communities must be considered.

The City of Southfield was incorporated in 1958 and is located in the southeastern portion of Oakland County. The City is bound by Detroit, Redford Township, Farmington Hills, Franklin Village, Village of Birmingham Farms, Beverly Hills, Royal Oak, Berkley, Oak Park and at the southwest corner by Livonia.

Union Exhibit 127 states that Southfield has an area of 26.4 square miles. Union Exhibit 110 displays an area of 26.6 miles as does City Exhibit 44A.

City Exhibit 44B lists Southfield's population as 69,285. This figure was the result of the 1970 census. Union Exhibit 129 lists Southfield's 1975 population as 75,978. This figure was obtained from Population Estimates and Projections Bureau of Census, May, 1977. Further, Union Exhibit 110 contains an estimated present day population of 82,000.

Southfield's SEV per Union Exhibit 129 for 1977 was \$863,305,850.00. City Exhibit 44A establishes Southfield's SEV as \$822,802,000.00. This represents a 1972 figure.

The 1974 per capita income was \$8,479.00.

As far as land use goes, Union Exhibit 4 establishes that the January 1, 1975 land use indicated that 41.93% of the land in Southfield was used for residential purposes. The testimony of Mr. Petrack indicated that presently 65% of the land in Southfield is used for residential purposes. If vacant land is included in the calculations, 54% of the land is used for residential purposes. Out of all the land in Southfield, 79% has been zoned as residential.

The number of individuals included in this bargaining unit is 108. The total number of sworn personnel in the police department is 148.

Both parties have agreed, through their various exhibits,

that Farmington Hills, Royal Oak and Pontiac are comparable to the City of Southfield for the purposes of this hearing. Aside from those three communities, the parties are sharply in dispute regarding comparable communities.

The Association maintains that Bloomfield Township, Dearborn Heights, Livonia, Oak Park, Redford Township, and West Bloomfield Township are also comparable to the City of Southfield. Further, the Association states that the City of Detroit must be considered as a benchmark community. In addition to the three agreed-upon communities, the City maintains that Berkley, Birmingham, Clawson, Ferndale, Hazel Park, Madison Heights, Troy, and Sterling Heights must also be considered comparable to the City of Southfield for the purposes of this hearing.

Perhaps the best way to arrive at the comparable communities is to examine each of the ones offered by the parties, exploring their characteristics and determining whether they are comparable to the City of Southfield.

The first city that should be considered is the City of Detroit. The Association has not taken the position, in argument, that the City of Detroit is strictly comparable to the City of Southfield. What it does state is that the City of Detroit is a benchmark or a standard which must be considered. According to Association Exhibit 127, Detroit has an area of 139.6 square miles, a 1975 population of 1,335,085, a total SEV for 1977 of \$4,930,166,730.00, a per capita income for 1974 of \$4,463.00 and 480,100 occupied dwelling units as of 1975. Also, it borders Southfield on the south and is located in Wayne County.

Bloomfield Township is located in Oakland County. It has an area of 31.6 square miles, a 1975 population of 40,365, a 1977 SEV of \$530,955,360.00, a per capita income of \$11,089.00 for 1974 and 13,100 occupied dwelling units in 1975.

Dearborn Heights is located in Wayne County. It has an area of 12.1 square miles with a 1975 population of 79,239. Its 1977 SEV was \$377,189,920.00, while its 1974 per capita income was \$5,521.00. In 1975, it had 22,900 occupied dwelling units.

Livonia is located in Wayne County with its northeast corner abutting the southwest corner of the City of Southfield. Livonia has an area of 35.9 square miles, with a 1975 population of 114,881. Its 1977 SEV was \$946,691,740.00. The per capita income in 1974 was \$5,715.00, while in 1975, it had 30,100 occupied dwelling units.

The City of Oak Park is located in Oakland County and borders the City of Southfield. It has an area of 5.1 square miles and a 1975 population of 33,860. Its 1977 SEV was \$188,158,337.00, while the 1974 per capita was \$6,231.00. In 1975 Oak Park had 11,100 occupied dwelling units.

Redford Township is located in Wayne County, but also borders the City of Southfield. Its area in square miles is 11.2, while its 1975 population was 67,298. The SEV in 1977 was \$417,742,270.00. The 1974 per capita income was \$5,444.00, while there were 20,000 occupied dwelling units in 1975.

West Bloomfield Township is located in Oakland County, with an area of 30.9 square miles. Its 1975 population was 35,431, while its 1977 SEV was \$375,464,325.00. The 1974 per capita income was \$7,464.00, while there were 10,300 occupied dwelling units in 1975.

The City of Berkley is located in Oakland County and borders the City of Southfield. It has an area of 2.6 square miles and a 1975 population of 19,834. Its 1977 SEV was \$93,220,000.00 while its 1974 per capita income was \$5,451.00. In 1975 Berkley had 6,600 occupied dwelling units.



Birmingham is located in Oakland County and has an area of 4.2 square miles. Its 1975 population was 23,339 and its 1977 SEV was \$230,768,854.00. The 1974 per capita income in Birmingham was \$8,709.00 and in 1975 it had 8,800 occupied dwelling units.

The City of Clawson is also located in Oakland County and has a total area of 2.3 square miles. Its 1975 population was 16,524, while its 1977 SEV was \$88,763,700.00. The 1974 per capita income was \$5,076.00 and in 1975 Clawson had 5,100 occupied dwelling units.

Ferndale is located in Oakland County and has an area of 4.2 square miles. Its 1975 population was 27,941, while its 1977 SEV was \$151,138,650.00. The 1974 per capita income was \$5,267.00 while in 1975 Ferndale had 10,300 occupied dwelling units.

Hazel Park is also located in Oakland County and has an area of 2.8 square miles. Its 1975 population was 21,730, while its 1977 SEV was \$97,112,450.00. In 1974 the per capita income in Hazel Park was \$4,599.00 and in 1975 it had 7,150 occupied dwelling units.

Madison Heights is located in Oakland County and has an area of 7.1 square miles. Its 1975 population was 36,803 and its 1977 SEV was \$244,754,500.00. The 1974 per capita income was \$4,977.00, while in 1975 Madison Heights had 11,700 occupied dwelling units.

Sterling Heights is located in Macomb County and according to the City's figure, has an area of 36.8 square miles. The Association's evidence indicates that Sterling Heights has an area of 36.7 square miles. The 1975 population in Sterling Heights per the Association's evidence was 86,932, while per the City's evidence, the 1970 census population of Sterling Heights was 61,365. Per the Association exhibit, Sterling Heights had a 1977

SEV of \$784,722,600.00. The City's evidence shows that Sterling Heights had a 1975 SEV of \$727,588,000.00. The per capita income in Sterling Heights in 1974 was \$5,205.00. In 1975 Sterling Heights had 25,900 occupied dwelling units. The evidence further shows that Sterling Heights' land use was 71.5% residential. Its department has 128 sworn personnel.

Troy is also located in Oakland County. The Association's evidence establishes that Troy has an area of 33.9 square miles, while the City's evidence lists Troy as containing 33.5 square miles. Troy's 1975 population per the Union was 55,169, while per the City the 1970 census figure was 39,419. The state equalized valuation in 1975 was \$604,116,000.00, while in 1977 this figure was \$660,139,130.00. The 1974 per capita income in Troy was \$6,835.00 and in 1975 it had 18,800 occupied dwelling units. Troy's land use includes 64% residential and its police department has 78 sworn officers. While the Association contends that Detroit should be considered a benchmark community, both parties agree that Detroit cannot be considered comparable to the City of Southfield for the purposes of this hearing. The parties have arrived at this conclusion even though Detroit borders Southfield on the south and at times has assisted Southfield in police functions. Further, the record shows that on many occasions Southfield officers have had to enter Detroit in order to serve various documents.

Yet, it is understandable that the parties do not consider Detroit comparable to Southfield. Detroit has a population, based on 1975 figures, which is 7.6 times greater than that of Southfield. Detroit's area is 5.3 times greater than the area of Southfield and Detroit's SEV, based on 1977 figures, is 5.7 times greater larger than Southfield's. In addition, in 1975 Detroit had over 18 times the number of occupied dwelling units as did Southfield.

Obviously, Detroit has many times more sworn officers than does Southfield. Thus, it becomes apparent why Detroit cannot be considered comparable to the City of Southfield.

The City has introduced evidence regarding the existence of a South Oakland Mutual Aid Pact which concerns the City of Southfield, as well as Berkley, Birmingham, Clawson, Farmington Hills, Ferndale, Hazel Park, Madison Heights, Royal Oak and Troy. It maintains that the above mentioned cities are comparable because they are tied together geographically, have police departments, are contiguous to each other, belong to the South Oakland County Water Authority, are located in southeast Oakland County, and all are participants in a mutual aide pact. The City maintains that since this is so, the wages, hours and conditions of employment in any community is influenced by the wages, hours and conditions of employment in the other communities. Further, the City points out that even though there are differences in size, population, and SEV, these factors alone do not establish comparability. It maintains that similarity of area in which officers work, geographic location and economic integration are equally as significant as size and population. The City goes on to state that even if the pact allows a member to withdraw upon written notice, since the City only possesses a right to withdraw, this does not erode the mutual obligations of the respective cities unless they so withdraw. The City argues that the Mutual Aid Pact symbolizes the close unity which exists between the communities on a geographic basis. It maintains that the Pact draws the South Oakland County cities together as a viable unit and thus makes the wages, hours and conditions of employment which exists in one community significant for the other communities. It further maintains that the South Oakland communities compete for the employees who wish to become

police officers in that particular portion of the state. The City goes on to argue that the Pact's members are affected by comparable problems and concerns and thus are even more closely related to each other.

The Association argues that the City has offered as a sole basis of establishing comparability of the above mentioned communities, the alleged legally binding Mutual Aid Pact. The Association argues that there is no binding agreement, but that the Mutual Aid Pact is merely a goodwill agreement between the communities. It maintains the Mutual Aid Pact does not and cannot establish any comparability whatsoever between the listed communities. It maintains that many of the communities listed in the Mutual Aid Pact do not meet the criteria established by the City in City Exhibit 44A, for arriving at comparable communities that are in the tri-county area but not included in the Mutual Aid Pact.

Frankly, the existence of a Mutual Aid Pact does not ipso facto establish that all the communities within that pact are comparable. This is obvious and has been recognized by the City for in its Exhibit 41, it plainly states that at least eight communities, which are members of the Mutual Aid Pact, were not considered comparable because they were either Public Safety Departments and/or they were very small. If comparability exists between the Mutual Aid Pact communities, it must exist as a result of facts which exist exclusive of the establishment of a encompassing Mutual Aid Pact. Standing alone a Mutual Aid Pact does not make the signatory communities comparable to each other for the purposes of a 312 arbitration.

The City goes on to argue that in the arbitration between Farmington Hills and Farmington Hills Police Department Teamsters Local 214 the panel chose as comparable communities: Birmingham,

Bloomfield Township, Ferndale, Madison Heights, Pontiac, Royal Oak, Southfield, Troy, Waterford Township, and West Bloomfield Township.

In doing so the panel stated:

"Thus, it seems clear that Farmington Hills is well toward the median of all Oakland County communities. In the chairman's opinion the most direct comparison is the fact that they are all within the same proximity of each other and therefore the most direct competitors with each other in terms of desirable police employment."

There is really no question that one of the items that must be considered in developing comparability is the geographic location of the communities as suggested by the chairman in the Farmington Hills decision. However, that one element of comparability may not be enough to establish comparable communities in the face of equally important elements which are in conflict. This is amply demonstrated by the situation between Southfield and Detroit. The two communities border each other and following the rationale offered in the Farmington Hills case, are competitors in terms of desirable police employment. In fact, the record establishes that some of the officers currently employed by Southfield were initially Detroit police officers. Yet, everyone agrees that Detroit and Southfield are not comparable communities. There are other relevant facts which must be considered besides proximity.

The City also states that in the Birmingham Police Officers Association and City of Birmingham arbitration, the "Woodward Avenue corridor" communities of Ferndale, Madison Heights, Pontiac, Royal Oak and Southfield were utilized. It goes on to say that the other "Woodward Avenue corridor" communities were not utilized because contracts had not been settled. In the Birmingham opinion the arbitration panel stated:

"The comparables are the Woodward Avenue corridor because this is a specific marketplace where other suburban communities have reached agreements having similar problems

caused by Woodward Avenue by a similar proximity to metropolitan Detroit."

Again, this panel agrees that proximity is important in deciding which communities are comparable to Southfield. Yet, this panel will reiterate the proposition that other elements, if established, are equally important to the determination of comparability.

After examining the evidence, it becomes apparent that when using the only figures available, those supplied by the Union, Southfield has an area which is more than ten times greater than that of Berkley. Southfield's SEV is more than nine times greater than that of Berkley, while Southfield's population is almost four times greater than that of Berkley. Southfield has four times as many occupied dwellings and its per capita income is higher.

If the same considerations are applied to the City of Birmingham, it becomes apparent that Southfield has over six times the area of Birmingham and nearly four times the SEV. Southfield's population is more than three times greater than Birmingham, but Birmingham's per capita income is slightly higher than Southfield's. In the area of occupied dwelling units, Southfield has about three times the number of occupied dwelling units as does Birmingham.

The statistical relationship between Southfield and the City of Clawson is even more one-sided than in the case of Berkley. Southfield has an area which is over eleven times that of Clawson and an SEV which is almost ten times greater than Clawson's. Southfield has over five times the number of occupied dwelling units and Clawson's per capita income is much less than Southfield's. Southfield has over four and one-half times the population of Clawson.

In the case of Ferndale, the evidence clearly establishes that Southfield has over six times the area of Ferndale and over five and one-half times the SEV. Southfield has over two and one-half times the number of dwelling units and its per capita income is higher than Ferndale's. Southfield's population is over two and one-half times greater than Ferndale's.

Looking at Hazel Park, it becomes apparent that Southfield has nearly nine and one-half times the area of Hazel Park and three and one-half times the population. Southfield's SEV is slightly less than nine times the SEV of Hazel Park and Southfield has over three and one-half times the number of occupied dwelling units. Again, Southfield's per capita income is much higher than Hazel Park.

When studying Madison Heights, the evidence shows that Southfield has an area which is over three and one-half times greater than Madison Heights and a population which is slightly more than twice that of Madison Heights. Southfield's SEV is three and one-half times greater than Madison Heights and it has slightly more than twice the number of occupied dwelling units. Madison Heights has a per capita income which is almost half of Southfield.

The last alleged comparable, which is a member of the Mutual Aid Pact, is the City of Troy. The evidence establishes that the City of Troy has an area which is approximately 1.3 times larger than the City of Southfield. Using 1970 figures, Southfield has a population of 1.8 times that of Troy and when using 1975 figures, Southfield has a population which is 1.4 times the population of the City of Troy. In the area of SEV, using 1977 figures, Southfield has an SEV which is 1.3 times greater than Troy, and when using 1975 figures, Southfield has an SEV which is approximately 1.4

times greater than the City of Troy. Southfield's per capita income is higher than Troy's and Southfield has approximately 1.4 times more occupied dwelling units. The percent of residential land use in Troy and Southfield is almost equal, while Troy has approximately one-half the number of sworn personnel as does Southfield.

Even though the City of Sterling Heights does not belong to the Mutual Aid Pact, it was offered by the City as comparable and at this point should be examined.

Sterling Heights has approximately 1.4 times the area that Southfield has. Using both 1970 and 1975 figures, Sterling Heights has 1.1 times the population of Southfield, while using both 1975 and 1977 SEV figures, Southfield has approximately 1.1 times the SEV of Sterling Heights. The per capita income in Sterling Heights is much less than Southfield, while the number of occupied dwelling units is essentially equal. Land use is very close, while Sterling Heights has 20 less sworn officers, 128 for Sterling Heights versus 148 for Southfield.

Before any decision is made regarding the alleged comparables submitted by the City, it would be best if the alleged comparables submitted by the Association were also examined.

The Association argues that Oak Park is comparable to the City of Southfield for the purposes of this hearing. It argues that the evidence establishes that even though Oak Park has a so-called Public Safety Department, the actual working conditions are more similar than dissimilar to those of Southfield's police officers. It argues that police officers are likely to arrive at a fire scene and that officers have entered buildings to evacuate occupants, axe doors and man hoses. It further maintains that since the basic function of police and firemen is to protect lives



and property, the functions between the officers in Southfield and Oak Park are similar enough for the purposes of Section IX, (D) of the statute. The Association goes on to argue that Dearborn Heights cannot be excluded because its area is too small and its tax base too low, because if this is so, the panel cannot consider Berkley, Birmingham, Clawson, Ferndale, Hazel Park and Madison Heights. It further maintains that the panel cannot exclude Redford Township because it has 71 sworn police officers and because its area is too small. Further, the Association maintains that the population difference between Southfield and any of the City's claimed comparables shown in Union Exhibit 128, is greater than the difference between Southfield and Livonia. It argues that even though Livonia is larger in square miles than Southfield, it is not as large as Sterling Heights, nor does it have 50% more occupied dwelling units than Southfield. The Association goes on to argue that judgments regarding comparability are not susceptible to mathematical precision and that determination must include the balancing of similarities and dissimilarities with proximity to Detroit, the "benchmark" of communities in the area. It maintains that in considering Southfield's proximity to Detroit and its high-speed connections to Detroit, Oak Park, Ferndale, Hazel Park and perhaps Madison Heights would be rated more similarly situated and connected than Berkley, Birmingham and Clawson. Further, the Association points out that since Oak Park shares the border with Southfield in an extremely high crime area, Oak Park is more comparable than the non-contiguous communities, such as Madison Heights, Troy, Ferndale, Hazel Park, Sterling Heights and Clawson.

The City argues that Oak Park should not be considered comparable to the City of Southfield. It maintains that the officers in Oak Park are trained and responsible for both police

and fire functions. It states that while a police officer in Southfield may assist at a fire by directing traffic, or occasionally performing certain fire fighter functions, the officer in Southfield is not trained with the primary job function to fight fires. It maintains that isolated incidents of police officers entering burning buildings do not make police officers fire fighters or expose police officers to the hazards of fire fighting. Looking at the statute, the City points out that there is no question that police officers in Southfield perform vastly different services than public safety officers in Oak Park. The City goes on to argue that Redford Township is not comparable to Southfield because it is located in Wayne County and is not linked to Southfield through the Mutual Aid Pact. It further states that Redford Township is only 3.2 square miles and its SEV is \$417,742,000.00. It further maintains that Redford Township has only 71 sworn personnel. Further, the Association states that Redford Township is not a city, but is only a township. The City goes on to argue that Bloomfield Township is not a city and is not comparable to Southfield. It points out that the per capita income in Bloomfield Township is much higher than that in Southfield. The City argues that Bloomfield Township has only 16 sworn police officers and further has less priorities for tax revenues, because it is a township, than does Southfield. Further, the City argues that West Bloomfield Township is too small to be compared to Southfield. It points out that West Bloomfield Township has a population of only 35,431 and only 23 sworn personnel in its department. It maintains that its SEV is \$373,464,000.00, which is much smaller than Southfield, and further it has only 10,300 occupied dwelling units as compared to Southfield's 26,300. The Association emphatically states that Dearborn Heights has absolutely no comparability or relationship to Southfield. It

maintains that Dearborn Heights has an area of only 12.1 square miles, has a state equalized valuation of approximately \$377,190,000.00 and is located in Wayne County. It argues that Dearborn Heights does not border on Southfield and is in a totally different economic and social region. Further, the City goes on to argue that if Dearborn Heights is examined, then the panel must examine many other communities even though evidence wasn't introduced regarding same. Association further argues that City of Livonia is a far larger city than Southfield and is located in Wayne County. It maintains that its population is much larger in Southfield, its land use is only 34% residential and thus Livonia has a much different land use makeup. The City maintains that Livonia has a much higher commercial and industrial base than Southfield and is in a different county and has a different employment market. The City also contends that the Association implemented an intentional scheme to pick and choose only those communities which put the Association's case in the most favorable light. In examining the alleged comparables offered by the Association, it becomes apparent that Bloomfield Township has an area which is approximately 1.2 times larger than Southfield. Southfield's population is just under twice as large as Bloomfield Township's and Southfield's SEV is approximately one and one-half times larger than Bloomfield Township. Bloomfield Township has a higher per capita income, while Southfield has approximately twice as many occupied dwelling units.

Southfield has a little more than twice the area than Dearborn Heights, while the population between the two cities is nearly equal. Southfield's SEV is more than twice that of Dearborn Heights and Dearborn Heights has a lower per capita income than Southfield. Southfield has slightly more occupied dwelling units than Dearborn Heights.

Livonia has an area which is approximately 1.3 times larger than Southfield with a population of approximately one and one-half times that of Southfield. Livonia's SEV is approximately 1.1 times more than Southfield, while its per capita income is lower. Livonia has slightly more occupied dwelling units than Southfield does.

Southfield's area is slightly more than five times that of Oak Park, while its population is slightly more than double Oak Park's. Southfield has approximately four and one-half times the SEV of Oak Park and Oak Park has a lower per capita income. Southfield has almost two and one-half times the occupied dwelling units that exist in Oak Park.

Southfield's area is almost two and one-half times that of Redford Township, while Southfield's population is slightly more than Redford Township's. Southfield has a little more than twice the SEV of Redford Township, while Redford Township's per capita income is lower. Southfield has more occupied dwelling units than Redford Township.

West Bloomfield Township has an area which is slightly more than Southfield's, while Southfield's population is slightly more than twice that of West Bloomfield Township.

Southfield's SEV is approximately 2.3 times larger than West Bloomfield Township, while the per capita income in West Bloomfield Township is less than that in Southfield. Further, Southfield has approximately two and one-half times more occupied dwelling units than does West Bloomfield Township.

Now that all the characteristics of the alleged comparable communities have been explored and the various arguments examined, it becomes necessary for this panel to determine which communities will be considered comparable to Southfield for the purposes of this hearing.

It must be remembered that the parties have agreed that Pontiac, Farmington Hills and Royal Oak are comparable to the City of Southfield for the purposes of this hearing.

If we look at the available data, it becomes apparent that Southfield has an area which is approximately 1.4 times larger than Pontiac. Using 1970 figures, Pontiac has a population which was approximately 1.2 times the population of Southfield. If 1975 figures are used, the population of Pontiac and Southfield are approximately equal. The 1975 SEV figures indicate that Southfield had an SEV which is approximately 1.4 times greater than Pontiac. Using 1977 figures, Southfield has an SEV which is approximately 1.7 times the SEV of Pontiac. The per capita income in Pontiac is much less than the per capita income in Southfield. Pontiac and Southfield are very close in the number of occupied dwelling units. Using the City's data, Pontiac has a residential land use of 60.5%, while the same exhibit (City Exhibit 44B) shows that Southfield has a residential land use of approximately 65%. Pontiac is located in Oakland County, but does not border Southfield.

Royal Oak is located in Oakland County and does border Southfield on Southfield's northeast corner. Southfield has an area which is approximately 2.2 times that of Royal Oak, while Royal Oak has a population which is slightly greater than Southfield. Southfield's SEV is slightly less than two times larger than Royal Oak, while the number of occupied dwelling units in both cities is almost equal. Royal Oak has a lower per capita income.

Farmington Hills is located in Oakland County and borders Southfield on the west. Farmington Hills has an area which is approximately 1.3 times the area of Southfield, while Southfield has a population which is approximately 1.4 times greater than Farmington Hills. Southfield's SEV is approximately 1.9 times the SEV in Farmington Hills, while Southfield has approximately 1.6

times the number of occupied dwelling units. Farmington Hills has a lower per capita income than does Southfield.

The first community that will be excluded from the list of alleged comparable communities is the City of Clawson. Geographically Clawson is located in southeastern Oakland County and while it does not border Southfield, it is in close proximity thereto. While geographic location is an extremely important consideration, it cannot bridge the gap between the physical differences that exist between Clawson and the City of Southfield. The difference in area, population, SEV and dwelling units, between Clawson and the City of Southfield, is so dramatic that it must eliminate Clawson as a comparable despite its geographic location.

The parties have introduced a substantial amount of evidence and devoted much argument towards either establishing or eliminating Oak Park as a comparable community. Geographically Oak Park borders Southfield and of course is located in southeast Oakland County. The largest dispute regarding Oak Park centers around the fact that Oak Park has a public safety department and does not employ a separate police and fire department as does Southfield. There was much testimony introduced by both parties. Officer Turner outlined some of the functions that police officers have performed at fire scenes, while witnesses for the City have testified that police officers receive none of the fire fighting training which is afforded firemen. There is no doubt that a public safety officer in Oak Park performs both the police and fire functions and, thus, is supplying services to the community which are of a greater scope than either the services provided by a Southfield fire fighter or a Southfield police officer. This statement shouldn't be misconstrued to mean that an Oak Park public safety officer works harder than an employee in Southfield. But what it does mean is obviously an Oak

Park public safety officer is responsible for two related but yet different functions. A police officer or fireman in Southfield is responsible for the most part for one function, either police or fire service. While the two are certainly related, there is enough of a difference between the responsibilities and job functions to force the panel to conclude that because of the nature of a public safety employee's responsibilities, Oak Park should not be considered comparable to the City of Southfield for the purposes of this hearing.

The communities of Berkley, Ferndale and Hazel Park present a rather unique problem to this panel. Statistically, the three communities are dramatically different from the City of Southfield. They are much smaller than all the areas previously explored. However, they possess certain characteristics that cannot be ignored. Berkley, for instance, borders the City of Southfield and in fact is sandwiched between Southfield and the agreed-to comparable of Royal Oak. Berkley has a separate police and fire department. Thus, even though Berkley is at a statistical disadvantage when compared to Southfield, its geographic location and the influences of that location cannot be ignored. Thus, the panel must conclude, at least for the purposes of this hearing, that Berkley must be considered as comparable to the City of Southfield.

Ferndale and Hazel Park also present some unique considerations. Again, both Ferndale and Hazel Park suffer in a statistical analysis with Southfield. However, both communities border Detroit as does Southfield and both have a common border with the agreed-to comparable of Royal Oak. Ferndale borders on the east side of Oak Park, which most assuredly would have been deemed comparable to Southfield if it were not for its public safety

department. Thus, whatever influence the City of Detroit's border has on Southfield, also exists with Ferndale and Hazel Park. Thus, even with the statistical differences that exist between Ferndale, Hazel Park and Southfield, Ferndale and Hazel Park should be considered comparable to the City of Southfield for the purposes of this hearing.

The City of Madison Heights, in a statistical sense, compares more favorably with the City of Southfield than does Berkley, Ferndale and Hazel Park. Of course, this doesn't mean that Madison Heights is Southfield's mirror image. Yet, Madison Heights is bordered on the west by the agreed-to comparable of Royal Oak and on the south by Hazel Park. It is located in the southeastern corner of Oakland County and is intimately meshed with the communities in that area. It is close enough to Southfield and Royal Oak to warrant serious consideration even though the statistical data does not indicate that Madison Heights is Southfield's statistical equal. Nevertheless, when all the factors of geography and SEV and population and other statistical figures are considered, Madison Heights should be considered comparable to the City of Southfield for the purposes of this hearing.

Statistically the City of Troy compares more favorably with the City of Southfield than for instance Farmington Hills and Royal Oak. This is also true when compared to the City of Pontiac in the areas of geographic area, SEV and per capita income. Thus, the only considerations that could exclude Troy from being comparable to the City of Southfield for the purposes of this hearing would be its geographic location and the absence of a full-time professional fire department. Looking first to its geographic location, it becomes apparent that Troy is also located in southeastern Oakland County. It is north of Berkley,



Royal Oak, Madison Heights, Ferndale and Hazel Park and northeast of the City of Southfield. However, the distance between Southfield and Troy is not so dramatic as to eliminate Troy as a comparable based upon geographic location. When considering the factors established by the statistical data and the geographic location of the City of Troy, it becomes apparent that Troy should be considered comparable to the City of Southfield. The absence of a full-time paid professional fire department should not disqualify Troy from being considered as Southfield's comparable. There is nothing in the record which indicates that the police officers in Troy have assumed enough of the fire fighting duties to in fact change the characteristics of that department. Even though Troy has a volunteer fire department, there is nothing which indicates that its police department provides services which are different than those supplied by the police department in the City of Southfield.

For the moment, the panel will defer considering Birmingham and will return to that City at a later point in this discussion.

Bloomfield Township is the next community that should be considered. It should be pointed out that as revealed by the briefs submitted by the City, Bloomfield Township and Southfield were included as comparables in the matter of City of Farmington Hills and Farmington Hills Police Department Teamsters Local 214.

Aside from that consideration, Bloomfield Township is located north of Southfield and is in very close proximity even though it does not directly border Southfield. Statistically, Bloomfield Township is not dramatically different than the City of Southfield when the differences between the agreed-to comparables and the City of Southfield are considered. The fact that Bloomfield Township is a township and not a city does not in and of itself

disqualify Bloomfield Township. The statute speaks in terms of "communities" and does not make a distinction between cities and townships. True enough, the law does establish differences centered mostly around taxing considerations. Nevertheless, this record does not establish that the taxing differences are so great so as to eliminate Bloomfield Township as a comparable community. When considering the geographic location and the statistical data available, Bloomfield Township must be considered comparable to the City of Southfield for the purposes of this hearing.

Dearborn Heights is another matter. Statistically Dearborn Heights is much more comparable to the City of Southfield than some of the communities which have already been deemed acceptable. However, the biggest concern with the use of Dearborn Heights is its geographical remoteness. Dearborn Heights is directly south of Southfield and is separated from Southfield by Redford Township and the City of Detroit. Dearborn Heights is surrounded by Westland, Garden City, Dearborn, Inkster, Taylor and Allen Park. Its geographic position suggests that in all fairness it cannot be considered comparable to the City of Southfield. Dearborn Heights' geographic location places it in an area where it is completely surrounded by Wayne County communities. Its remoteness would arguably eliminate any of the common pressures and considerations which would exist in communities bordering and being in close proximity to the City of Southfield. Thus, even though Dearborn Heights has a favorable statistical relationship with the City of Southfield, its geographic location eliminates its consideration.

Livonia and Sterling Heights should be simultaneously examined. Geographically Livonia and Southfield meet on the northeast corner of Livonia and the southwest corner of Southfield. Southfield is in Oakland County and Livonia is in Wayne County.

Sterling Heights is located in Macomb County and is much further from Southfield than Livonia. So at least geographically speaking, Livonia should be considered much more comparable than Sterling Heights. Both are located in counties other than Oakland, but Livonia is much closer to Southfield. Statistically, both Livonia and Sterling Heights have a greater area than Southfield with Sterling Heights being the largest of the three communities. Population-wise, (1975 population) Sterling Heights has approximately 11,000 more residents than Southfield, while Livonia has approximately 39,000 more residents than Southfield. In the area of SEV, it becomes apparent that Sterling Heights has an SEV which is approximately \$78,000,000 less than Southfield, while Livonia has an SEV which is approximately \$83,000,000 more than Southfield. As far as dwelling units is concerned, Sterling Heights has approximately 400 less than Southfield, while Livonia has approximately 4,000 more. The per capita income in Livonia is less than Southfield, but yet much closer to Southfield's figure than Sterling Heights, which has a figure which is even lower than Livonia. The record establishes that the percentage of residential land use in Sterling Heights is higher than in Southfield, but in Livonia is substantially less than in Southfield. In the final analysis, Livonia differs statistically from Southfield by a greater degree than does Sterling Heights. However, Livonia is much closer to Southfield than is Sterling Heights. Thus, in the final analysis, if Sterling Heights is to be considered comparable to Southfield, so must Livonia. Conversely, if Livonia is deemed to be considered comparable to Southfield, so must Sterling Heights. The balance of the statistical data with the geographical location of the two communities indicates that they should be listed as comparable to the City of

Southfield for the purposes of this hearing.

Redford Township borders Southfield on the south and is located in Wayne County. It shares a western boundary with Livonia. Statistically Redford Township is much more comparable to Southfield than Berkley, Madison Heights, Ferndale and Hazel Park. True enough, Redford Township is a township and not a city, but the comments that were made regarding Bloomfield Township also apply to Redford Township. In the final analysis, its common border with Southfield along with its much greater statistical comparability with Southfield, as opposed to some of the Oakland County communities, makes it necessary to consider Redford Township comparable to the City of Southfield for the purposes of this hearing.

West Bloomfield Township was utilized as a comparable community, along with Southfield and other communities in the arbitration of City of Farmington Hills and Farmington Hills Police Department Teamsters Local 214. Aside from that consideration, Bloomfield Township is located in Oakland County and is very close to the City of Southfield. Statistically West Bloomfield Township compares more favorably with the City of Southfield than does Berkley, Ferndale, Hazel Park and Madison Heights. The comments regarding townships as previously announced, are equally applicable to West Bloomfield Township. It certainly is true that West Bloomfield has a smaller population, department, SEV and less occupied dwelling units than Southfield. However, the differences are as acceptable as they were in the aforementioned Oakland County communities. West Bloomfield Township should be considered comparable to Southfield for the purposes of this hearing.

The last community that must be considered is Birmingham. Birmingham is located in southeast Oakland County and is just north of Southfield, being separated from Southfield by Beverly Hills. Birmingham is surrounded, with the exception of Beverly Hills, by communities that are considered comparable to the City of Southfield for the purposes of this hearing. Statistically Birmingham is more comparable to the City of Southfield than some of the other Oakland County communities already designated as comparables. After considering Birmingham's location and the available statistical data, it becomes apparent that Birmingham has enough in common with Southfield and the other comparable communities to warrant the conclusion that it should be considered to Southfield for the purposes of this hearing.

In summary, the panel as come to the conclusion that Berkley, Birmingham, Ferndale, Hazel Park, Madison Heights, Troy, Sterling Heights, Livonia, Bloomfield Township, Farmington Hills, Pontiac, Redford Township, Royal Oak and West Bloomfield Township should be considered comparable to Southfield for the purposes of this hearing. The aforementioned communities are the ones that will be examined in attempting to resolve the issues presented in the present case.

ISSUE:

SALARY - ECONOMIC

PRIOR COLLECTIVE BARGAINING  
AGREEMENT:

The prior Collective Bargaining Agreement contained the following salary schedule:

Effective July 1, 1974

<u>Start</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>18 Mos.</u>	<u>24 Mos.</u>	<u>30 Mos.</u>
\$11,600	\$12,060	\$12,900	\$13,750	\$15,085	\$15,515

Effective Jan. 1, 1975

11,830	12,060	12,900	13,750	15,390	15,825
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Effective July 1, 1975

11,830	12,300	13,415	14,300	16,620	17,090
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LAST OFFERS OF SETTLEMENT:

The last offer of settlement submitted by the City appears as follows:

Effective July 1, 1976

\$12,460	\$12,960	\$14,130	\$15,060	\$17,500	\$18,000
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Effective July 1, 1977

13,150	13,680	14,915	15,895	18,470	19,000
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The Association's last offer of settlement seeks \$18,500 for a top pay patrol officer for 1976-1977 and \$19,700 for a top pay patrol officer for 1977-1978. The offer goes on to state that the incremental steps in the salary scale should receive equal percentage increases. Thus, when the Association's offer is displayed, it appears as follows:

Effective July 1, 1976

<u>Start</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>18 Mos.</u>	<u>24 Mos.</u>	<u>30 Mos.</u>
\$12,805.96	\$13,314.75	\$14,521.74	\$15,479.75	\$17,991.15	\$18,500

Effective July 1, 1977

13,636.55	14,178.88	15,470.59	16,484.39	19,158.78	19,700
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In order to be consistent, heretofore this opinion will only speak of the maximum salary payable to a patrol officer unless it is specifically stated otherwise.

An examination of the City's last offer of settlement indicates for the first year of the Collective Bargaining Agreement the City is offering an increase of \$910 or 5.32%. In the second year of the Collective Bargaining Agreement, the City is offering an increase of \$1,000 or 5.56%.

The Association's last offer of settlement seeks an increase of \$1,410 for the first year of the Collective Bargaining Agreement or 8.25% and \$1,200 for the second year of the Collective Bargaining Agreement or 6.49%.

Over a two-year period the City's last offer of settlement calculates to an 11.18% increase, while the Association's last offer of settlement calculates to a 15.27% increase. Obviously, the Association is seeking \$500 more than the City is offering in the first year of the contract and \$200 more than the City is offering in the second year of the contract.

Apparently, the offer made by the City is identical to the settlement that was reached between the City and the Southfield fire fighters.

EVIDENCE AND ARGUMENTS:

Perhaps the place to start reviewing the record in considering the arguments of the parties is the environment in which a police

officer employed by the City of Southfield must function.

The evidence introduced by the Association indicates that the total incidents of crime reported has increased 66% between 1970 and 1975. The number of reported crime incidents in 1970 was approximately 12,500, while in 1975 that figure was approximately 20,500. The Association's evidence also shows that there has been a 76% increase in the number of cases assigned to investigate between 1970 and 1975. In 1970 there were 5,082 cases and in 1975 there were 8,959. Auto thefts in the City of Southfield have increased 191% between 1970 and 1975. In 1970 there were 370 cases and in 1975 there were 1,075 cases. In 1970 there were 25 reported weapons violations and in 1975 there were 67. This amounts to an increase of 168%. The number of reported robberies in the City of Southfield in 1970 was 59, while in 1975 there were 172. This amounts to a 192% increase in the number of reported robberies. In 1970 the City of Southfield had 6 reported rapes, while in 1975 they had 12 for an increase of 100%. In 1975 Southfield had 2 murders and in 1976, as of October 31, there were 8 murders. During this time there was a 300% increase. From 1970 to October 31, 1976, murders have increased by 800%. There were none in 1970 and 8 in 1976 up to October 31. Reported B & E's between 1970 and 1975 have increased by 28%. In 1970 there were 914 cases and in 1975 there were 1,174 cases. There has been a 54% increase in aggravated assault during the period of 1975 to October 31, 1976. The evidence indicates that there were 50 aggravated assaults in 1975 and approximately 77 up to October 31, 1976.

The City also introduced a number of items regarding crime statistics. The City's evidence shows that in 1970 there were 16,991 incidents in the City of Southfield. In 1975 there were



29,954 incidents, while the peak number of incidents between those two years was 1972 with 34,919 incidents taking place. The total number of Part I crimes in the City of Southfield in 1970 was 4,668 and in 1976 this figure rose to 6,208. The peak during this period came in 1975 when there were 6,691 Part I crimes. The City's evidence also establishes that in 1970 there were 73 officers in the Southfield Police Department, while in 1976 there were 107. It is presumed that these figures represent patrolmen. The City also introduced statistics regarding the number of incidents in the City of Southfield per Southfield police officer. In 1970 there were 232.75 incidents per officer, while in 1976 there were 279.94 incidents per officer. During this time period the highest ratio was reached in 1972 when there were 471.38 incidents per officer. The number of Part I crimes per officer was 63.95 in 1970 and 58.02 in 1976. The peak was reached in 1972 when there were 74.55 Part I crimes per officer.

The Association also introduced evidence which sought to establish the percentage increase in crimes nation-wide between the period 1970 to 1975.

The Association also introduced evidence regarding selected Detroit area wages. The evidence was based on sources which were dated during October, 1976. The evidence indicates that the average factory worker earned about \$5.30 an hour, while elevator construction workers earned about \$15.19 per hour. The evidence also shows that a Southfield police officer, at that time, earned about \$8.22 per hour. Between the wage earned by a Southfield police officer and the top wage earned by an elevator construction worker, there were ten classifications which had hourly wages in excess of the Southfield police officer. There were only two classifications which had hourly rates which were less than the

Southfield police officer.

There was much evidence placed in the record regarding the settlement which took place between the Southfield fire fighters and the City of Southfield. Further, the evidence shows that during the last few years Southfield fire fighters holding the rank of fire fighter have been steadily moved in to certain specialist positions. These positions include paramedic, driver engineer, etc. These positions pay ten or twenty percent more than the standard fire fighter rank. The evidence further shows that the settlement gave fire fighters the same increase in salary now offered the police officers, but the fire fighters also receive pension improvement and improvement in disability benefits.

The evidence introduced by the City indicates that the pension benefits granted the fire fighters do not cause an increase in cost during the term of this Collective Bargaining Agreement. Further, the City's evidence establishes that in order to obtain the specialist positions held by a number of fire fighters, the fire fighters must undergo rather extensive training. This is true in at least the area of fire fighter paramedic.

Obviously one of the most important considerations in studying any wage issue is the circumstances which exist in the comparable communities. Frankly, it took untold hours to unravel the mesh of confusion that was placed in this record regarding the wage rates that existed in the so-called comparable communities. There was absolutely no reason why the parties could not make a mutual effort to agree to the wage rates that exist in the communities, even if they could not agree on which communities should be considered comparable to the City of Southfield for the purposes of this hearing. So much time and record were wasted.

After carefully examining the exhibits, the available contracts and the testimony, the following was compiled and displayed, though much explanation is needed, the relevant data regarding the comparable communities:

<u>Pontiac</u>	<u>7/1/76</u>	<u>7/1/77</u>
Senior	\$18,746, \$18,927	\$19,684, \$19,874
3 year	17,657	\$18,540
% increase	7%	5%
\$ increase	\$1,155	\$883
COLA	None	None
<u>Sterling Heights</u>	<u>7/1/76</u>	<u>7/1/77</u>
Patrolman	\$16,960	\$18,200
% increase	6%	7.31%
\$ increase	\$960	\$1,240
COLA	Yes, not included in figure	Yes, not included in figure
<u>Troy</u>	<u>7/1/76</u>	<u>7/1/77</u>
Patrolman	\$17,358	\$18,520
% increase	?	6.69%
\$ increase	?	\$1,162
COLA	Included in above figure	Included in above figure
<u>Madison Heights</u>	<u>7/1/76</u>	<u>7/1/77</u>
Patrolman	\$17,100	\$18,500
% increase	8.57%	8.2%
\$ increase	\$1,350	\$1,400
COLA	?	?
<u>Hazel Park</u>	<u>7/1/76</u>	<u>7/1/77</u>
Patrolman	\$17,474	\$18,990
% increase	?	8.68%
\$ increase	?	\$1,516
COLA	Salary increase is based on CPI	
<u>Farminaton Hills</u>	<u>7/1/76</u>	<u>7/1/77</u>
Patrolman	\$19,180	\$19,947
% increase	6%	4%
\$ increase	\$1,086	\$767
COLA	Salary increase is based on CPI	
<u>Royal Oak</u>	<u>7/1/76</u>	<u>7/1/77</u>
Patrolman	\$17,557	\$18,750
% increase	5.47%	6.8%
\$ increase	\$911	\$1,193
COLA	Increase based on CPI	

Berkley 7/1/767/1/77

Patrolman	\$17,000	?
% increase	?	?
\$ increase	?	?
COLA	None	?

Birmingham 7/1/767/1/77

Patrolman	\$17,101	\$18,081
% increase	?	5.73%
\$ increase	?	\$980
COLA	Included in figure	Included in figure

Redford Township 7/1/767/1/77

Patrolman	\$17,173, \$18,375 to 3/77	?
% increase	7%	?
\$ increase	\$1,123, \$1,202	?
COLA	None	?

Livonia 7/1/767/1/77

Patrolman	\$17,846 to 12/76	?
% increase	7.34%	?
\$ increase	\$1,220	?
COLA	Yes, included in above	?

Bloomfield Township 7/1/767/1/77

Patrolman	\$17,400	?
% increase	8.07%	?
\$ increase	\$1,299	?
COLA	None	?

West Bloomfield Township 7/1/767/1/77

Patrolman	\$17,100 to 3/77	\$18,212 to 3/78
% increase	6.5%	6.5%
\$ increase	\$1,044	\$1,112
COLA	None	None

Ferndale 7/1/767/1/77

Patrolman	\$15,800	\$17,350 to 10/31/77
% increase	?	8.2%
\$ increase	?	\$1,550
COLA	?	?

The data regarding Pontiac demanded careful scrutiny. It should be noted that for 7/1/76 a senior officer in Pontiac was receiving either \$18,746 or \$18,927. It would be interesting to explore how these figures were arrived at. Pontiac's Collective Bargaining Agreements stated that for 7/1/76 there would be a 7% salary increase across-the-board, while for 7/1/77, there would be

a 5% salary increase across-the-board. Union Exhibit 113, the South Oakland County Wage Survey, indicates that a senior patrolman in Pontiac was earning \$17,689 just prior to the 7/1/76 increase. If 7% is applied to that figure, a senior patrolman should be receiving \$18,927 as of 7/1/76. If a 5% increase is applied to that figure, a senior patrolman should be earning \$19,874 as of 7/1/77. However, Officer Kraft, a senior patrolman in the City of Pontiac, testified that as of July 1, 1977, he is earning \$19,684. Obviously something is amiss. If the 5% increase is interpolated in reverse, Officer Kraft's figure would dictate a maximum salary for a senior patrol officer of \$18,746 as of 7/1/76. The figure of \$17,689 also appears in Union Exhibit 80. That figure is alleged to represent the maximum salary received by a senior patrol officer in the City of Pontiac just prior to the increase effective 7/1/76. If the 7% increase is applied to that figure, a senior patrol officer should be making \$18,927 as of 7/1/76. And, again, if the 5% increase is applied to that figure, a senior patrol officer should be earning \$19,874 as of 7/1/77. The figures offered by the City in its Exhibit 68A are figures which apparently establish the salary for a three-year patrolman in the City of Pontiac. The South Oakland County Wage Survey indicates that just prior to the 7/1/76 increase, a three-year patrolman in the City of Pontiac was earning \$16,502. When the 7% increase is applied to that figure, we arrive at the \$17,657 figure displayed by the City. Further, when the 5% increase is applied to that figure, we arrive at the \$18,540 figure. The testimony clearly establishes that a senior patrol officer in the City of Pontiac reaches that status after 48 months of employment. There are no exams that must be taken and it appears to be a clear seniority increase. However, the

Association is using the senior figure, while the City has displayed the three-year figure. The percentage increases regarding Pontiac are clearly stated in the Collective Bargaining Agreement. The dollar increases apply only to the increase realized by the three-year patrolmen. The various combinations of stated salaries for the four-year patrolmen would establish diverse dollar increases in a display of the various contingencies which was thought excessive.

The salary figure for the top paid patrolman in Sterling Heights was extracted from the Collective Bargaining Agreement. The percentage increase for 7/1/76 was arrived at by comparing the stated salary of \$16,960 to the previous salary of \$16,000. Obviously the same method was used to arrive at the \$960 figure. As of 7/1/77, the highest paid Sterling Heights patrolman would be earning \$18,200. This figure was taken directly from the Collective Bargaining Agreement and the calculations indicated a 7.31% increase which equated with the \$1,240 increase. The Collective Bargaining Agreement in Sterling Heights does provide for a cost of living allowance, but the impact of that language was unknown. It should be noted that in City Exhibit 68A the salary for a Sterling Heights patrolman was listed as \$16,644. This figure included the amount of COLA paid at that time. The Collective Bargaining Agreement in force for that period of time indicated that the base salary for the highest paid patrolman would be \$16,000. Thus, it appears that COLA was worth at least \$644 to a Sterling Heights patrolman between 7/1/75 and 7/1/76.

The data regarding the City of Troy was taken from City Exhibit 68A. An examination of Troy's Collective Bargaining Agreement indicates that the base salary is lower than what appears in the displayed figures. However, City Exhibit 68A includes

COLA payments up to the date of the exhibit. The figures for Madison Heights were taken from City Exhibit 67A. Simple calculations allowed the display of the percent and dollar increase for 7/1/77. The percentage and dollar increase for 7/1/76 was arrived at by utilizing the wage listed for Madison Heights in the South Oakland County Wage Survey. Again, simple calculations establish the 8.57% increase which equates with \$13,050. It is unknown whether Madison Heights pays COLA. There was no Collective Bargaining Agreement to examine.

The Collective Bargaining Agreement in force in Hazel Park ties wage increases to the increase in the CPI. Thus, the actual salary figures can only be arrived at by certain calculations. The figures displayed for Hazel Park were taken from City Exhibit 67A. The percentage increase, along with the dollar increase that appears for 7/1/77 are the result of calculations. It should be noted that the South Oakland County Wage Survey lists the patrolman's salary in Hazel Park for 1976-1977 as \$17,853.

As most of us are aware, Farmington Hills had a very sorted episode regarding its salary increases. There was much litigation and no one really knew what was going to happen. The figures which appear for Farmington Hills were taken from a Collective Bargaining Agreement that apparently was in force from March 31, 1977 to June 30, 1978. It should be noted that Union Exhibit 53 lists the salary in Farmington Hills, pursuant to a contract which expired April, 1975, as \$21,200. Union Exhibit 81 shows that the percentage increase for fiscal year 1976-1977 for Farmington Hills was 21.6%.

The data regarding Royal Oak appeared in the record with amazing consistency.

The data regarding Berkley was taken from City Exhibit 67A and confirmed by an examination of the Berkley Collective Bargaining Agreement. As shown, there was no data available for 7/1/77.

The salary figures for Birmingham were taken from City Exhibit 67A. The Collective Bargaining Agreement was available and the salary figures shown therein are lower than what is displayed above. Again, the cause of the difference is that City Exhibit 67A includes the amount of COLA that was paid as of the stated dates.

As can be seen from the display, there was no salary data available for 7/1/77 for Redford Township. The data presented for 7/1/76 has some inconsistencies. The salary figure of \$17,173 appears on Union Exhibit 80 and in the Collective Bargaining Agreement itself. The salary figure of \$18,375 appears on Union Exhibit 58 and is handwritten on the salary schedule contained in the Collective Bargaining Agreement. If an explanation was stated in the record, it must have been overlooked for it cannot be found upon examination. The 7% figure for 7/1/76 was taken from Union Exhibit 80. When Officer Turner testified regarding the exhibit, he stated that it includes the cost of living where there is a cost of living. Thus, the display indicates that cost of living allowance is included in the figure. The percentage increase was taken from Union Exhibit 81 and the dollar increase was a simple calculation. The Collective Bargaining Agreement was available, but it listed a base wage for a previous year and base salary increase on the increase in the CPI. At the time of the hearing there was no information available regarding 7/1/77.

The information regarding Bloomfield Township was taken from Union Exhibit 80 and verified by examining the Collective



Bargaining Agreement. The percentage increase was taken from Union Exhibit 81 and again was verified by examining the Collective Bargaining Agreement. There was no information regarding Bloomfield Township for 7/1/77.

The information for West Bloomfield Township was taken from Union Exhibit 58, Union Exhibit 80 and the Collective Bargaining Agreement. The Collective Bargaining Agreement provides for salary increases by the application of a percentage figure. When that percentage figure was applied to the salary of 7/1/76, the salary for 7/1/77 was arrived at.

Finally, the information regarding Ferndale was taken from City Exhibit 67A. It should be noted that when the Ferndale figure for 7/1/77 is compared to the figure contained in Union Exhibit 113, the same figure is indicated, but for the period of 1976-1977. Perhaps the discrepancy is caused by the termination date of Ferndale contract.

The parties also introduced a substantial amount of evidence directed at evaluating the CPI movements during relevant time periods.

City Exhibit 35 indicates that in June of 1974 the base wage for a patrolman in the City of Southfield was \$14,500, while in June of 1976, that figure was \$17,090. The total increase for that period of time was 17.86%. The exhibit goes on to establish that in June of 1974, the CPI All Cities Index 67 = 100 was 146.9, while in June of 1976, it was 170.1. The percentage increase was 15.79% for the period in question. The Detroit Index, again, 67 = 100, was 148.4 in June of 1974, and 168 in June of 1976. The percentage increase for the period of time in question was 13.21%. City Exhibit 36 indicates that medical care represents 8.5% of the overall Detroit consumer price index and

6.7% of the All Cities CPI. The exhibit points out that the City of Southfield provides hospitalization and medical insurance for employee and dependants; optical insurance for employee and dependants; and above 81% of the cost of dental insurance for employee and dependants or full cost for employee with no dependants. City Exhibit 34 is a display of a comparison between the base wage index as calculated by the City and the CPI 1967 = 100 for the period of 1967 to 1976. The display shows that the base wage index, as calculated by the City, increased at a faster rate than the CPI. City Exhibit 33 contains the figures that were used to create City Exhibit 34.

Union Exhibit 52 displays the CPI for 1976, both 1967 = 100 and 1957-1959 = 100. The exhibit also contains the CPI all cities figures for 1973-1975, etc. Union Exhibit 53 indicates that between July, 1974 and July, 1976 the CPI has risen 15.6% based upon 1967 = 100. Again, using 1967 = 100, the exhibit shows that there was a 17.4% increase in the CPI between July, 1974 and November, 1976. Union 55 shows that between June, 1974 and June, 1976 the U.S. CPI has risen 15.8%, while the Detroit area CPI has risen 15.2%. The exhibit also shows the amount of annual salary needed as of 1976 to keep even with inflation since 1974. For example, the exhibit shows that if one was making \$16,000 in June of 1974, under the Detroit CPI, that individual would have to make \$18,112 in order to have the same purchasing power. Union Exhibit 57 is a comparison between the increase in the CPI 1957-1959 = 100, to the increase in wages realized by a Southfield patrolman between January, 1969 and September, 1976. The graph illustrates that the CPI has exceeded the increase in wages received by patrolmen. Near the end of the hearing, the Union presented the testimony of Miss Ann Maurer and she in turn explained

a number of exhibits which she had prepared and which were entered into the record. Union Exhibit 124 is a comparison of local government public employee wages based upon the national average and the consumer price index for 1960-1972. The U.S. cities CPI was the one utilized for the comparison. The resulting graph indicates that local government monthly payroll per employee increased at a greater rate than the CPI when the increases were expressed by percentages. Union Exhibit 125 is a comparison of local government police protection payroll (national average) adjusted to the number of full-time employees and the consumer price index (U.S. cities). The time period in question is 1960-1972. The graph illustrates that when expressed as a percentage increase, the police protection monthly payrolls divided by full-time employees, national average, exceeded the percent increase of the CPI, U.S. cities. Union Exhibit 126 is a comparison of the consumer price index and the maximum patrolmen's salary paid in the City of Southfield. The time period utilized was July, 1972 through July, 1978. The July, 1978 CPI figures were projected to 195.4 for U.S. cities and 195.3 for Detroit. Utilizing the salary demands made by the Association at that point in time, the graph data indicates that the wage increase between July 1, 1972 and June 30, 1978 would approximate 49.3%, while during the same period of time, the CPI, U.S. cities, would have increased 65.7% and the CPI, Detroit, would have increased 54.1%. Miss Maurer indicated that she could not clearly state that the data represented on City Exhibit 34 (comparison of increases in CPI and base wage index of Southfield police officers) was incorrect. Further, she indicated that even though Southfield provided medical, optical and dental insurance, this fact had only a slight effect on the pressures which result from an increasing CPI.

Since most the Collective Bargaining Agreements were introduced, all the data regarding available benefits and conditions of employment that are normally expressed in the Collective Bargaining Agreement was available. It would be time-consuming and wasteful to reproduce all of that information at this point and perhaps the best way to deal with that material is to present a brief outline of the arguments made by the parties and then deal with the benefits and other working conditions in the next section of this opinion.

Between the parties there were approximately 40 pages of brief which were allocated towards this issue. Obviously, the panel is not going to display the arguments in total. But in order to have an understanding of where the parties are arguing from, it is necessary to briefly summarize the arguments presented.

The City argues that for the year 1976-1977 the average salary paid by its mutual aid comparables is \$914 less than what the City has offered. The median salary is \$899 less than what the City has offered. Utilizing the so-called tri-county comparables for 1976-1977, if the Pontiac senior patrolman classification is used, the average salary is \$252 less than that being offered by the City. If all the cities comparables are utilized and the Pontiac senior patrolman rate is utilized, the average salary is \$595 less than what is being offered by the City. Further, the City argues that if all the comparables, including the Association's with the exception of Detroit, are utilized and the senior patrolman rate in Pontiac is considered, the average salary is \$- less than the City's last offer of settlement.

The City goes on to argue that for 1977-1978, if both the City and the Association's comparables are used with the exception of Detroit, and the senior patrolman figure for Pontiac is utilized,

the average salary is \$197 less than what the City has offered.

The City goes on to argue that when considering hospitalization and other benefits, patrolmen in Southfield are receiving much greater benefits than patrolmen employed in the comparable communities.

The City argues that a comparison of percentage increases presents a false picture because the other communities are far behind the wage rates in Southfield. It points out that in the larger cities, such as Pontiac, salary increases are much smaller.

The City further states that when considering the fire fighters' contract, it must be kept in mind that there has been a tradition of parity and that the offer submitted to the patrolmen is the same that was submitted to the fire fighters. The City points out that there can be no comparison with the pension improvement gained by the fire fighters and current salary. It maintains that pension improvement is deferred compensation and should not be considered in determining current salaries. It maintains that if patrolmen seek and receive the pension improvement realized by the fire fighters, the City will have a shorter time in which to fund the program and thus will have to make higher contributions. It further argues that during the two years of this Collective Bargaining Agreement the pension program granted the fire fighters results in no increase in cost to the City.

The City maintains that its evidence has clearly established that the salary paid patrolmen has far outstripped any cost in living increases. It further argues that because of past settlements only the cost of living increase which took place during the last Collective Bargaining Agreement can be considered. It maintains that the Association's cost of living exhibits are not valid because they do not utilize a common base. Further, the

City points out that the patrolmen are partially insulated from CPI increases via the City's payment of medical, optical and dental insurance.

The City also argues that when current working conditions are considered, total compensation is much higher than in other communities. It points out that Southfield's longevity program is superior to most, if not all of the comparable communities.

The City finally argues that the South Oakland County Wage Survey 1976-1977 should not be considered competent evidence. It maintains that the police and fire classifications are valid because police and firemen perform essentially the same functions, but that no other classifications contained in the document provide a basis for valid comparison. It maintains that the document is outdated, doesn't establish job responsibilities, lists pay ranges but not actual salary, and there has been no validation of job titles and thus no true job comparison can be made.

The Association argues that throughout this process it has repeatedly compromised on many issues, while the City has failed to move in any manner whatsoever. It maintains that the patrolmen have been denied pension increases granted firemen and that the City's offer does nothing but continue the difference in average wages.

It maintains that the City is asking the policemen to take an inadequate wage increase in light of the additional five to seven percent added to the firemen's payroll.

The Association argues that patrolmen have lost economic ground to the firemen and the cost of living since 1972 despite the data submitted by the City regarding the pre-written contract era. The Association points out that the "typical officer" fell further and further behind in cost of living.

Utilizing the South Oakland Wage Survey, the Association argues that during 1976-1977 Southfield voluntarily paid City employees much more than the other comparable cities. The difference ran from \$61 to \$7,370 per year.

The Association argues that in the area of insurance, educational benefits, holidays, and longevity, the benefits received by a Southfield police officer are not typical. It further points out that the settlement regarding the specialist issue will bring Southfield closer to the norm.

The Association argues that the pension plan affecting the firemen is better than any other plan utilized by the Union's comparable communities. It argues that the police pension plan is inferior to that which exists in Livonia, Pontiac, Dearborn Heights, Detroit and Royal Oak.

The Association argues that Union Exhibit 81 establishes that the average increase in salary for 1976-1977 was 8.2% and that its last offer of settlement is within one-tenth of a percent of that figure, while the City's is 2.8% below that figure. It further argues that for 1977-1978 the average is 6.685% with the City's last offer of settlement, being more than one percent below that figure, while the Association's is one-tenth of a percent. The Association maintains that for 1976-1977, the City's offer of \$18,000 is much too low, while the Association's offer of \$18,500 is within pennies of the percentage increase. It further points out that the \$19,000 offered by the City in the second year of the contract is too low and ignores the pattern of settlements. It states that its offer of \$19,700 is within "small change" of the percentage increases.

The Association argues that the panel cannot ignore the 10.2% and 7.8% combined increases given to the firemen and then

the imposition of the City's offer is unreasonable and unfair.

#### FINDINGS AND AWARD

Before the substance of this issue is analyzed, a portion of the act under which this panel was created, should be discussed. That portion is Section 8 of the act (MCL 423.238; MSA 17.455(3)). That section states, inter alia, that as to each economic issue the arbitration panel must adopt the last offer of settlement which more nearly complies with the applicable factors described in Section 9. What this language does is to force the panel to adopt one or the other economic offer. In many cases this choice turns out to be, regrettably, a choice between the lesser of two evils. On many occasions an arbitration panel could have arrived at a much more equitable solution than was presented by either of the last offers of settlement. So in many cases the ultimate solution is not equitable, just acceptable.

In the present case, the parties have taken the position that either one or the other last offer of settlement must be accepted in toto. What this means is that the panel cannot accept the City's first year offer and the Association's second year offer, visa versa. Many people are suspicious when a panel asks whether the offers are severable. However, if offers are severable, the panel has a little more flexibility in trying to arrive at an overall equitable conclusion.

Perhaps the best place to start the analysis is with a comparison of the salaries paid in the comparable communities for 1976-1977. When the available data is accumulated and displayed, it appears as follows:



1976-1977

<u>Rank</u>	<u>Community</u>	<u>Salary</u>	<u>\$ Difference</u>
1	Farmington Hills	\$19,180	+\$1,180; +\$500
2	Pontiac	18,927	+ 927; + 427
	Senior Patrolmen	18,746	+ 746; + 246
3	Southfield	18,000 - City 18,500 - Association	
4	Livonia to 12/76	17,846	- 154; - 654
5	Royal Oak	17,557	- 443; - 943
6	Hazel Park	17,474	- 526; - 1,026
7	Bloomfield Township	17,400	- 600; - 1,100
8	Troy	17,358	- 642; - 1,142
9	Redford Township to 3/77	17,173 18,375	- 827; - 1,327 + 375; - 125
10	Birmingham	17,101	- 899; - 1,399
11	Madison Heights	17,100	- 900; - 1,400
11	West Bloomfield Township to 3/77	17,100	- 900; - 1,400
12	Berkley	17,000	-1,000; - 1,500
13	Sterling Heights	16,960	-1,040; - 1,540
14	Ferndale	15,800	-2,200; - 2,700

Average using highest figures = \$17,513

Average using lowest figures = \$17,414

Association's offer exceeds average salary by: high average \$287  
low average \$1,036

City's offer exceeds average salary by: high average \$487  
low average \$586

Average using highest figures with lowest and highest salaries  
deleted: \$17,517

Average using lowest figures with lowest and highest salaries  
deleted: \$17,401

Association's offer exceeds average salary by: high average \$287  
low average \$1,036

City's offer exceeds average salary by: high average \$487  
low average \$586

No change in rank

A study of the above display clearly indicates that whether the Association's or City's last offer of settlement is accepted, Southfield's wage for 1976-1977 will exceed that paid in each of the comparable communities with the exception of Farmington Hills and Pontiac. If the higher figure is used for Redford Township, it would be exceeded by the Association's last offer of settlement, but not the City's. The information is self-explanatory and thus a detailed explanation is unnecessary. However, it is very apparent that regardless of which last offer of settlement is accepted, the salary of a top paid patrolman in Southfield for 1976-1977 will certainly exceed, and by a substantial margin, all of the comparable communities with the exception of those stated.

When a similar compilation is created for the year 1977-1978, it appears as follows:

<u>1977-1978</u>			
<u>Rank</u>	<u>Community</u>	<u>Salary</u>	<u>\$ Difference</u>
1	Farmington Hills	\$19,947	+947; +247
2	Pontiac	19,874	+874; +174
	Senior Patrolmen	19,684	+684; -16
3	Southfield	19,700 Association 19,000 City	
4	Hazel Park	18,990	-10; -710
5	Royal Oak	18,750	-250; -950
6	Troy	18,520	-480; -1,180
7	Madison Heights	18,500	-500; -1,200
8	West Bloomfield Township to 3/78	18,212	-788; -1,488
9	Sterling Heights	18,200	-800; -1,500
10	Birmingham	18,081	-919; -1,619
11	Ferndale to 10/31/77	17,350	-1,650; -2,150

Average using highest figures = \$18,642

Average using lowest figures = \$18,623

Association's offer exceeds average salary by: high average \$1,053  
low average \$1,087

City's offer exceeds average salary by: high average \$353  
low average \$377

Average using highest figures with lowest and highest salaries  
deleted: \$18,641

Average using lowest figures with lowest and highest salaries  
deleted: \$18,617

Association's offer exceeds average salary by: high average \$1,053  
low average \$1,087

City's offer exceeds average salary by: high average \$359  
low average \$383

NO change in rank

Again, with the exception of Farmington Hills and Pontiac, the salary that will be received by the highest paid Southfield patrolman is greater than any other of the comparable communities, with the exception of those stated, where the data was available.

As a finding of fact, it would be very safe to state that in comparison to the salary schedules which exists in the comparable communities for both 1976-1977 and 1977-1978, either the City's or the Association's last offer of settlement would place Southfield in the position where its salary schedule would be superior to the vast majority of the comparable communities. Southfield police officers certainly are not being forced to suffer the imposition of a wage schedule which is inferior to those which exists in the comparable communities. Quite the contrary, the salaries which are paid in the comparable communities are for the most part substantially less than that which will be received by a Southfield patrolman at the top of the salary schedule. Also, the panel cannot lose sight of the fact that many of the

communities listed have a separate cost of living allowance provision and even when that is included in the above displays, their salaries are much less than the salaries which will be paid in the City of Southfield. The Union has argued that Southfield has historically paid other classifications and its police officers at a higher rate than its surrounding communities and should continue to do so. The panel does not place as much weight on Union Exhibit 113, the South Oakland Community Wage Survey 1976-1977, as does the Association. Basically, the arguments presented by the City convince the panel that it should be very careful in analyzing the data contained in Union Exhibit 113. There can be no denying that Southfield police officers have in the past been well paid when compared to the comparable communities. However, the panel cannot arrive at those same conclusions regarding other job classifications. The vagueness and non-specific terminology employed in Union Exhibit 113 prevents the panel from coming to the conclusion offered by the Association.

In light of the substantial difference which exists between patrolmen's salaries in the comparable communities and those which will exist and have existed in Southfield, other analysis must be considered in order to determine which of the last offers of settlement is more acceptable.

The Association has argued that the percentage increases which took place in the comparable communities are considered as a guideline; its last offer of settlement is more acceptable than the last offer of settlement submitted by the City. Frankly, the panel agrees with the Association's conclusion, but disagrees with the emphasis placed upon measuring salary increases by a pure percentage figure. For instance, a top paid patrolman in

Bloomfield Township was earning \$17,400 in 1976-1977. If we assume that the Association's last offer of settlement were accepted for 1976-1977, a top paid Southfield patrolman would be earning \$18,500. If both communities increased their respective patrolmen's salaries by 9%, the Bloomfield Township patrolmen would be earning \$18,966, while the Southfield patrolmen would be earning \$20,165. Before the adjustment the difference between the two patrolmen was \$1,100. After the adjustment it grew to \$1,200. By the same token, if a Bloomfield Township patrolman was making \$17,400 in 1976-1977, and a Southfield patrolman was making \$18,500, in order to reach a 1977-1978 salary of \$19,700, a Bloomfield Township patrolman would need a 13.21% increase. The Southfield patrolman would need a 6.49% increase. While percentage increases are certainly a consideration, their greatest value lies in analyzing the amount of wage increase that should be granted a community whose salary is roughly equal or lower than the salaries being paid in comparable communities. In the present case, more relevant items would be the dollar amount of the increases and cost of living and related data. A comparison of percentage increases is helpful, but the impact of a percentage increase depends upon the base to which it is applied.

Nevertheless, the following is the display of the percentage increases which exist in the comparable communities for the years in question, where the data was available.

Percent Increases

	<u>76-77</u>	<u>77-78</u>	<u>Two Years</u>
Pontiac	7%	5%	12.35%
Sterling Heights	6%	7.3%	13.74%
Troy	?	6.69%	-
Madison Heights	8.57%	8.2%	17.47%
Redford Township	7%	?	-
Livonia	7.34%	?	-
Bloomfield Township	8.07%	?	-
West Bloomfield Twp.	6.5%	6.5%	13.42%
Ferndale	?	8.2%	-
Hazel Park	?	8.68%	-
Farmington Hills	6%	4%	10.24%
Royal Oak	5.47%	6.8%	12.64%
Birmingham	?	5.73%	-
Berkley	?	?	-
	6.88%	6.71%	13.31%
Association	8.25%	6.49%	15.23%
City	5.32%	5.6%	11.22%

The average percentage increase for 1976-1977 was 6.38%, while for 1977-1978, it was 6.71%. The average percentage increase over the two years in question, using the six comparables where the data was available, amounts to 13.31%. When the parties' proposals are compared to the list of percentage increases, it becomes apparent that for 1976-1977, the Association's percentage increase is higher than the average, while the City's is lower. The Association's percentage increase is slightly closer to the average than is the City's. For 1977-1978 both the Association's and the City's percentage increase are lower than the average percentage increase. Obviously the Association's percentage increase is much closer to the average. When considering the average percentage increase over the two-year period, the Association's percentage increase is higher than the average, while the City's is lower. The Association's percentage increase is just slightly less than two percentage points higher than the average, while the City's percentage increase is just slightly more than

two percent lower than the average.

Keeping in mind that the percentage increase sought by the Association for 1976-1977 would be applied to a larger base than what existed in the other communities, with two exceptions, the percentage increase sought by the Association is larger than that received by any of the comparable communities with the exception of Madison Heights. For the same year it should be noted that the City's percentage increase is lower than that which took place in all of the comparable communities. In 1977-1978 the Association's proposed percentage increase is larger than that received in three of the comparable communities and smaller than that received in seven of the comparable communities. The City's proposed percentage increase is larger than that received in two of the comparable communities and smaller than the rest. If this matter were to be determined solely on the basis of comparing percentage increases, the Association's offer would be slightly more acceptable.

Percentage increases being what they are, what is even more relevant is the actual dollar increases which took place in the comparable communities. Where the data was available, the dollar increases for 1976-1977, 1977-1978, and the total of 1976-1978 appear as follows. Again, it should be noted that some of the communities had COLA payments included in their base salaries and thus this would have an effect on the dollar increases stated below.

	<u>Dollar Increases</u>		
	<u>76-77</u>	<u>77-78</u>	<u>Total 76-78</u>
Farmington Hills	\$1,086	\$ 767	\$1,853
Pontiac	1,238	947	2,185
	(senior patrol highest figures)		
Hazel Park	-	1,516	-
Royal Oak	911	1,193	2,104
Troy	-	1,162	-
Madison Heights	1,350	1,400	2,750

	<u>76-77</u>	<u>77-78</u>	<u>Total 76-78</u>
West Bloomfield Twp.	\$1,044	\$1,112	\$2,156
Sterling Heights	966	1,240	2,200
Birmingham	-	980	-
Ferndale	-	1,550	-
Livonia	1,220	-	-
Redford Township	1,123	-	-
	(1,202)		
Berkley	-	-	-
Bloomfield Township	<u>1,299</u>	<u>-</u>	<u>-</u>
Averages	\$1,137 (1,146)	\$1,187	\$2,208
Association	1,410+273 (+264)	1,200+13	2,610+402
City	910-227 (-236)	1,000-187	1,910-298

Keeping in mind that apparently the evidence establishes that Southfield officers were paid very well in comparison to the comparable communities going into the 1976-1977 contract year, it becomes apparent that for the 1976-1977 contract year, the City's last offer of settlement is slightly more acceptable than the Association's last offer of settlement. It is true that the City's last offer of settlement is a dollar less than the lowest increase realized for 1976-1977. Nevertheless, it is just as apparent that the Association's last offer of settlement exceeds all of the dollar increases which took place in the comparable communities and exceeds the highest increase by \$50.00. For 1977-1978 the Association's last offer of settlement is substantially more acceptable than the last offer of settlement submitted by the City. In the 1977-1978 contract year, the Association's last offer of settlement exceeds the increases realized in four of the ten comparable communities, while the City's last offer of settlement exceeds three of the dollar increases which took place in the comparable communities. When the information is examined from the standpoint of the total dollar increase between 1976-1977, it becomes apparent that even though the City's last offer of



settlement produces a dollar increase which is less than all of the comparable communities, with the exception of Farmington Hills. The Association's last offer of settlement exceeds all of the communities, with the exception of Madison Heights. With only six communities providing data, it becomes apparent that the City's last offer of settlement is more acceptable than the Association's. In the final analysis, when the dollar increases are examined, the City's last offer of settlement is more acceptable than the last offer of settlement submitted by the Association.

The cost of living data must always be considered, but generally it can involve a so-called "can of worms." For instance, if the base wage for patrolmen in the City of Southfield is compared to the increase in the consumer price index, using 1967 as the base period for both, the figures would reflect that the base wage has more than amply offset the increase in the cost of living. However, if we examine the increase in the CPI and the base wage of a Southfield officer starting with July of 1970, the figures show that the base wage increases have not kept up with the increases in the consumer price index.

Union Exhibit 55 and the information contained therein was used as the first step in analyzing the effects of the increasing CPI. If we take the information contained in Union Exhibit 55 and plug in the June, 1974 salaries that were paid Southfield police officers, the information would appear as follows:

<u>June 1974 to June 1976</u>			
<u>U.S.</u>		<u>Det.</u>	
146.9		148.4	
<u>170.1</u>		<u>169.0</u>	
Point difference	23.2	Point difference	19.6
% difference	15.8%	% difference	13.2%

Salary necessary to compensate for increase in CPI:

All cities June 74 \$14,500 x 1.158 = \$16,791

Detroit June 74 \$14,500 x 1.132 = \$16,414

Salary on June 30, 1976 was \$17,090

(July 1, 1976 - June 30, 1977 = Association \$18,500  
City \$18,000)

As can be seen from the above, when using the all cities index (1967 = 100), in order for a Southfield officer to remain even with the increase of CPI from June, 1974 to June, 1976, he would have to be earning \$16,791 in June of 1976 per the all cities index, or \$16,414 in June of 1976 per the Detroit index. As a factual matter, a top paid Southfield patrolman, on June 30, 1976, was earning \$17,090. On July 1, 1976, that salary will be increased to either \$18,500, if the Association's offer is accepted, or \$18,000, if the City's offer is accepted. As can be seen from the format established in Union Exhibit 55, either the Association's or the City's offer would adequately cover the increase in the cost of living for the period in question.

If we take the analysis a step further, and use the dates of June, 1974 to July, 1977, (the June, 1977 figure was not specifically placed in the record) a display of the figures would appear as follows:

June 1974 to July 1977

U.S.

Det.

146.9

148.4

182.6

182.5

Point difference 35.7

% difference 24.3%

Point difference 34.1

% difference 23%

Salary necessary to compensate for increase in CPI.

All cities June 74 \$14,500 x 1.243 = \$18,024

Detroit June 74 \$14,500 x 1.23 = \$17,835

Salary on June 30, 1977 = \$18,000 or \$18,500

(July 1, 1977-June 30, 1978 = Association \$19,750  
City \$19,000)

As can be seen, when the all cities index is utilized, along with the June, 1974 salary of \$14,500, in order for a Southfield officer to stay abreast of the increase in the cost of living, he or she would have to be earning \$18,024 at the end of the period. The Detroit index indicates that he or she would have to be earning \$17,935 at the end of the period. In fact, on June 30, 1977, a Southfield patrolman will be earning \$18,000 if the City's last offer of settlement is accepted, or \$18,500 if the Association's last offer of settlement is accepted. On July 1, 1977, the top salary of a Southfield patrolman will increase to either \$19,700 or \$19,000. As can be seen from the above, either the Association's or the City's last offer of settlement would adequately protect a Southfield patrolman from the increase in the CPI for the period indicated.

It is true that if the CPI figures are estimated for July, 1978, the percentage increase and the CPI between June, 1976 and July, 1978 would be greater, when converted to dollar figures using \$17,090 base, than either the increase offered by the City or sought by the Association. However, as a general proposition cost of living allowance has been incorporated in a number of Collective Bargaining Agreements in order to alleviate the pressures of inflation that take place during the term of the Collective Bargaining Agreement. In this case, the Association is not seeking such an allowance. While it is certainly necessary that this panel consider the very current CPI data, along with reasonable estimates of increases, it is also necessary that this panel consider the CPI changes during the last Collective Bargaining Agreement. While the panel does not seek to place the patrolmen in Southfield in the position of continually catching up to the increases in the CPI, it must be remembered that in the very recent past the patrolmen

in Southfield have been more than successful in their attempts to alleviate the pressures of inflation.

The City has raised the point of past parity between both the police officers and the firemen. In fact, its last offer of settlement is identical to the salary increases afforded firemen in the first two years of their three-year Collective Bargaining Agreement. There has been much argument and some evidence which seeks to establish that regardless of any charter provisions, parity does not truly exist between the two bargaining units. In fact, there have been statements made indicating that the firemen have voluntarily given up parity in order to receive improvements in their pension program. Parity is an extremely important concept in many communities. In fact, in Dearborn Heights <sup>is</sup> a parity provision/contained in the appropriate Collective Bargaining Agreements. In this case, however, while parity has been considered, it has not proven to be a pivotal point in this decision, or for that matter, a factor that is entitled to great weight. Perhaps a record which develops different circumstances would indicate that parity should be a controlling factor in this case. However, this record does not so indicate. The existence of the charter provision certainly must be considered. However, the charter provision, standing alone, cannot prevent the parties from settling a Collective Bargaining Agreement outside of the parameters established by the parity language. To put it bluntly, this case was not decided on the basis of parity.

During the hearing the chairman expressed the proposition that it was fair game and in fact a requirement dictated by the statute to consider all aspects of wages, hours and conditions of employment that existed in the comparable communities in trying to determine fair and equitable resolutions to the issues in this

case. The chairman believes that proposition is true. However, a complete examination of the wages, hours and conditions of employment which exist in the comparable communities should not bear greatly on a panel's decision on any particular issue, unless the wages, hours and conditions of employment that exist in the comparable communities are extremely diverse to that which exists in the community in arbitration. To do otherwise and to try to remedy all of the real or imagined differences which exist, through the award entered on one or a few issues, would lead to a distortion of the arbitration process. While in certain cases it may be necessary for a panel to try <sup>to</sup> alleviate diversities in other areas by perhaps granting a larger wage increase, or a major improvement in insurance, it is extremely risky. The panel shouldn't approach these types of situations with an unbridled make-right attitude. These types of concessions are generally best achieved through negotiations. Further, if such deficiencies exist in the Collective Bargaining Agreement, nothing prevents the parties from making them an issue in the hearing. This is not to say that every conceivable issue should be placed before an arbitration panel, but if the deficiency is serious enough, then it should be an issue in the case.

In the present case, an examination of the Collective Bargaining Agreements indicates that the patrolmen in the City of Southfield are not disadvantaged in wages, hours and conditions of employment when compared to those items in the comparable communities. It is true that Southfield may not have a shift differential, but its insurance program is extremely adequate, etc.

There has been much argument and evidence regarding disparities that have existed between the fire fighters and the patrolmen. For instance, substantial portions of this record were devoted to

to the original specialist issue. However, that issue has been settled. While the Association argues that the settlement isn't as advantageous as it sought, nevertheless, this matter is not now before the panel. Whether the settlement is inadequate or not is not for this panel to judge and it would be rather presumptuous and unfair for this panel to consider an analysis of the settlement and if it found deficiencies, try to remedy those deficiencies by compensating in another area. The pension plan that currently exists for police officers has also been the target of much Association argument and evidence. Originally there was an issue regarding the pension plan, but it subsequently was withdrawn. It is questionable whether the panel would act in fairness if it now determined that the pension plan which exists for policemen in the City of Southfield was inadequate and thus tried to alleviate those inadequacies by awarding a higher salary.

The Association has also argued that the disability insurance program, which was granted the firemen, places the patrolmen at a distinct disadvantage when compared to the fire fighting unit. In this case, however, the issue of disability insurance, at least in some aspects, is an open issue before this panel and thus any question of disability insurance should be dealt with at that point.

After carefully considering the evidence that has been placed in this record and the arguments made to this panel, the panel is forced to conclude that the City's last offer of settlement must be accepted. As pointed out in the beginning of this opinion, the panel doesn't necessarily feel that the City's last offer of settlement is equitable, but it does feel that when given the choice between the Association's last offer of settlement and the City's last offer of settlement, the City's last offer of

settlement is more acceptable. Many times an acceptable offer does not equate with an equitable disposition. However, in the present case the facts that have been explored above do indicate that the City's last offer of settlement is more acceptable. The comparable wage data clearly indicates that Southfield police officers have been heads above the comparable communities in the area of base salary. Dollar-wise, the increases granted in the comparable communities are slightly more equatable with that offered by the City over the two-year term of this Collective Bargaining Agreement. Perhaps the biggest stumbling point in the Association's last offer of settlement was the tremendous wage increase that was sought in the first year of the contract. While the dollar increase was lower than at least one of the comparable communities, it is difficult to justify such a large increase in salary when Southfield officers were earning much higher salaries than officers employed by the comparable communities to begin with. If this case were concerned only with the second year of the Collective Bargaining Agreement, there would be no question, at least in the chairman's mind, that the Association's last offer of settlement would be more acceptable. Nevertheless, this panel has been directed by the parties to accept one or the other last offers of settlement in toto. This being the case, the Association's last offer of settlement for the second year of the Collective Bargaining Agreement cannot be severed from a total offer and accepted independent of the first year's last offer. The cost of living data clearly indicates that the City's last offer of settlement adequately makes up for any loss of purchasing power suffered during the last Collective Bargaining Agreement. It is true that when just the years of 1976-1977 and 1977-1978 are considered, inflation pressure may greatly exceed the wage increases granted. But this

means is that in the next round of collective bargaining, the Association may very well be entitled to a salary increase which exceeds that granted in this award. It is also unfortunate that the panel is bound by statute to accept either one or the other last offer of settlement. If this were not the case, both offers would have been rejected and a more equitable resolution adopted. By accepting the City's last offer of settlement, this arbitration panel has, with its hands tied, placed the parties in a potential position of having to negotiate a rather substantial wage increase for 1978-1979, etc. While it is clear the City's last offer of settlement is more acceptable than that submitted by the Association, there can be no denying that the City's last offer of settlement encompasses a wage increase which is less than that received by officers working in the comparable communities. This will weigh heavily on the next round of negotiations.

The appearance of a delegate's signature on this award does not mean that the delegate completely agrees with the rationale used herein. It means that the delegate agrees with the outcome.

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MARIO CHIESA, Chairman

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CARL PARSELL, Association  
Delegate

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RON SANTO, City Delegate



ISSUE:

SICK LEAVE MAXIMUM PAY-OUT  
LIMITATION - ECONOMIC  
CITY ISSUE

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PRIOR COLLECTIVE BARGAINING  
AGREEMENT:

The language contained in the prior Collective Bargaining Agreement is rather extensive, but at the risk of elongating this opinion, it is necessary that all aspects of the language be clearly stated so that any examiner of this opinion will be able to compare the contract language with the offers.

The language contained in the prior Collective Bargaining Agreement appears as follows:

"Sick Leave (Regular). Sick leave shall not be considered a privilege which an employee may use at his discretion but shall be allowed only in cases of actual illness or disability. Sick leave shall accrue at the rate of one day per month with unlimited accumulation. Sick leave shall be accrued on an eight hour per day basis and shall be charged at the same rate.

"Sick leave benefits shall not accrue while an employee is on leave of absence; or sick leave beyond the balance of the calendar month in which the illness occurred. Sick leave for regular employees shall be computed from the first working day of the employee. No employee shall be entitled to sick leave unless earned, and a maximum of four days will be allowed during the probationary period. Employees off duty who become ill and unable to report for duty must notify the officer in charge at least one-half hour before roll call on his platoon on each day of illness. Failure to do so may be cause for denial of sick leave with pay. An examination certificate and release from the City Physician or other acceptable physician may be required as evidence of illness and inability to return to work before compensation is allowed. The Police Department reserves the right to request the examination of member of the Department in order to determine validity of absence due to illness, with sick leave compensation provided in accordance with the physician's report. Should the physician's report indicate that the request for sick leave is (was) not justified, the information may be grounds for disciplinary action up to and including dismissal.

"Payment for accumulated unused sick leave except for probationary employees shall be paid as follows: Seventy-five percent (75%) upon death or retirement and fifty percent (50%) upon voluntary resignation with the approval of the Chief of the Department. Payment may be denied for reasonable cause, subject to the grievance procedure, except that denial shall not be challengeable to the grievance procedure on a discharge or a resignation pending charges, irrespective of the final disposition.

"With less than 400 hours accumulated Sick Leave and who takes no more than two (2) days Sick Leave in any year shall have the two (2) days returned to the Sick Leave bank. Prorated if less than one year service.

"With more than 400 hours accumulated Sick Leave and who takes no more than two (2) days Sick Leave in any year shall have the two (2) days returned to the Sick Leave bank and shall be eligible to return to the City a maximum of one-half (1/2) of the accumulated Sick Leave for that year at 75% current base pay at time of payment. July 1, through June 30, each year payable in first pay in December following.

"Sick Leave (Reserve). The reserve sick leave bank is established under the same provisions as the regular sick leave program with the following exceptions:

- a. Accumulation rate of one-half (1/2) day per month maximum accumulation of 60 days.
- b. To be used only after expiration of all regular sick leave accumulated.
- c. Not subject to pay provisions on death, retirement or voluntary resignation. Nor may reserve sick leave be used while on probationary status."

LAST OFFERS OF SETTLEMENT:

In the City's last offer of settlement it has referred to "Director of Public Safety." At the executive sessions it was agreed that the words "Director of Public Safety" would be changed to say "Chief of Police." While every attempt has been made to correct the language contained in the City's last offer of settlement, if inadvertently the words "Director of Public Safety" are used,

it should be noted that they do mean "Chief of Police."

With that in mind, the City's last offer of settlement appear as follows:

"Regular:

(a) Sick Leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in cases of actual illness or disability. Sick leave shall accrue at the rate of one day per month, with accumulation limits as established in the following sections of this Article. Sick leave shall be accrued on an eight-hour per day basis and shall be charged at the same rate.

(b) Sick leave benefits shall not accrue while an employee is on leave of absence, or sick leave beyond the balance of the calendar month in which the illness occurred. Sick leave for regular employees shall be computed from the first working day of the employee. No employee shall be entitled to sick leave unless earned, and a maximum of four (4) days will be allowed during the probationary period. Employees off duty who become ill and unable to report for duty must notify the officer in charge at least one-half hour before roll call on his platoon on each day of illness. Failure to do so may be cause for denial of sick leave with pay. An examination certificate and release from the City Physician or other acceptable physician may be required as evidence of illness and inability to return to work before compensation is allowed. The Police Department reserves the right to request the examination of a member of the department in order to determine validity of absence due to illness, with sick leave compensation provided in accordance with the physician's report. Should the physician's report indicate that the request for sick leave is (was) not justified, the information may be grounds for disciplinary action up to and including dismissal.

"Payment for accumulated unused sick leave shall be as follows:

A. A cap of 1200 hours shall be placed on accumulated regular sick leave, effective July 1, 1977.

B. Within thirty (30) days after the effective date of this Agreement, each employee shall receive payment for all accumulated regular sick leave in excess of 1200 hours at seventy-five (75%) percent of his current hourly rate of pay.

C. Effective on July 1 of each year hereafter, each employee shall receive payment for all accumulated regular sick leave in excess of 1200 hours as follows:

(1) If he has used two (2) days or less regular sick leave in the preceding fiscal year, he shall be paid seventy-five percent (75%) of his current hourly rate multiplied by the number of hours over 1200.

(2) If he has used more than two (2) regular sick leave days in the preceding fiscal year, he shall be paid fifty percent (50%) of his current hourly rate multiplied by the number of hours over 1200.

"This payment shall be made on or about July 1 of each year hereafter, except in the event of retirement, death or voluntary resignation, in which case payment shall be made at the time of retirement, death or resignation.

D. Effective after date of this award, payment upon separation shall be as follows:

(1) Upon death or retirement, employees shall receive payment at current rate of pay, for seventy-five percent (75%) of accumulated sick leave to a maximum of 1200 hours. Upon voluntary resignation, these personnel shall receive payment, at current rate of pay, for fifty percent (50%) of accumulated sick leave to a maximum of 1200 hours, subject to the approval of the Chief of Police. Payment may be denied for reasonable cause and such denial may be subject to the Grievance Procedure. However, denial shall not be grievable when an employee is discharged or resigns pending charges irrespective of final disposition.

"Payments pursuant to Section D shall be in addition to payments set forth in Section B and C of this Article.

"Sick Leave - Reserve: The reserve sick leave bank is established under the same provisions as the regular sick leave program with the following exceptions:

(1) Accumulation rate of one-half (1/2) day per month, maximum accumulation of sixty (60) days.

(2) For non-duty related injury, illness or disability to be used only after expiration of all regular sick leave accumulated.

(3) For duty-related injury, illness or disability to be charged at the rate of twenty percent (20%) of the average hours worked per week, with a maximum charge of eight (8) hours per week. For purposes of this Section 3, 'week' shall consist of seven (7) calendar days from the date of injury, illness or disability. Reserve sick leave bank shall be used first before regular sick leave bank is used on duty-related injury, illness or disability absences.

(4) Not subject to pay provisions on death, retirement or voluntary resignation."

The Association's last offer of settlement seeks continuation of the prior contract language. Thus, there is no necessity of re-stating the language, which has been stated above.

EVIDENCE AND ARGUMENTS:

Of course, the Collective Bargaining Agreements that were received as evidence contained information which is related to this issue. The specific information will be addressed in the following portion of this award.

City Exhibit 63 outlines the sick leave provisions which exist in Berkley, Birmingham, Clawson, Farmington Hills, Ferndale, Hazel Park, Madison Heights, Royal Oak and Troy. City Exhibit 64 is a similar outline, but concerns Pontiac and Sterling Heights.

The testimony offered by Mr. Petrack is also relevant to this issue. Mr. Petrack's testimony and the prior Collective Bargaining Agreement develop the sick leave structure that now exists in the City of Southfield.

Mr. Petrack's testimony indicates that there are two sick leave accumulation banks currently in existence in the City of Southfield. The first one is called the regular sick leave bank and sick leave is accumulated on the basis of one day per month with no cap on the accumulation. The so-called reserve sick leave

bank accrues at the rate of one-half day per month with a limit of 60 days accumulation. Actually sick leave accrues at one and one-half days per month until the reserve bank contains 60 days, then the regular bank continues to accrue at one day per month. If a person dies, retires or resigns, there is no pay out whatsoever from the reserve sick leave bank. The regular sick leave bank is utilized for pay out at retirement and in other circumstances. Mr. Petrack further testified that the present sick leave accumulation scheme has no cap and this presents a complex problem. He states that sick leave is designed to provide an officer with protection in times of disability or sickness and that this primary function has been distorted. He indicates that in the situation where sick leave accrues and accrues the City is in the position of having to pay back that leave at the rate at the time it is taken, as opposed to the time it was earned, which could be many years prior. He maintains that it is analogous to a savings bank.

His testimony went on to show that in a duty disability situation an officer would draw on his reserve sick bank for the first 30 days. On the 7th day workman's compensation would enter the picture and on the 31st day the LTD policy would also become effective. At that point, the workman's compensation payments would work as a set off against the LTD. To administer the program, the City, knowing how much the officer would receive, pays the officer directly at the 70% rate. Twenty percent of this would come from sick leave and the remainder would be from the LTD. When the workman's compensation check arrives, it is signed over to the City and the City in turn signs it over to the LTD carrier.

In the situation which involves a non-duty related accident,

an officer for the first 30 days would draw on his regular sick leave bank at the rate of 100%. On the 31st day an officer would draw 20% on his regular sick leave bank with the LTD policy making up the difference. In an accident situation, which is non-duty related, the LTD policy would pay to age 65. When there is a non-duty illness situation, the drawing would be as stated for the non-duty accident, but the LTD policy has a two-year limit. In a duty-related illness, an officer would draw under the same circumstances as a duty-related accident with the exception that the limit in the LTD policy is two years.

The situation is a little different for probationary officers. If it is assumed that a probationary officer gets injured on the 29th day of his employment as a sworn officer and it is a duty-related injury, he would have available 12 hours of sick time on which to draw plus workman's compensation. On the 30th day the LTD would kick in, but apparently for the first 30 days the probationary officer is not in as good a situation as a regular officer who has had the opportunity to accumulate sick leave. Mr. Petrack also indicated that if it was a duty-related illness, and the illness went beyond two years, an employee would lose his LTD benefits at the end of the second year, but would be able to draw on whatever leave he has accumulated, or whatever workman's compensation was still available.

Returning to probationary employees, Mr. Petrack testified that the probationary period is one year and that if an employee in that position gets injured on the job for the first 30 days he would lose around 18 days' pay, if workman's compensation were excluded.

Union Exhibit 130 is a comparison of two different pension pay-outs, one of which uses the calculation of 2% of final average compensation, the other of which uses 2.5%. Under

the 2% plan, there are displays indicating the effect of calculating in maximum sick leave accumulation and another display calculating in one-third sick leave accumulation. The difference is apparent from the document.

The record also indicates that the fire department has a cap of 1,200 hours on their sick leave program, while other City employees also have the 60-day cap on reserve sick leave and the 1,200-hour cap on regular sick leave.

The City argues that under its disability program an officer would receive 70% of his pay, while his sick bank would be charged only 1.6 hours per day. It maintains that if the maximum amount were accumulated, an officer would have the equivalent of 900 days at 70% pay. It further points out that an employee has the right to draw on accrued or accumulated vacation and even exhausted an employee could collect 50% of his gross pay for a disability or be eligible for disability retirement as a result of a disability or illness.

The City argues that the purpose of sick leave is not to provide a bonus at retirement, but to provide income protection in the case of disability or illness. It maintains that its proposal provides that security, yet affords the City a way of measuring and limiting its cost. It argues that under the present system the City has no certain way of measuring a future debt and thus funding therefore. It maintains that if all other City employees have a 1,200 hour cap, then the 1,200 hour cap is surely adequate for police officers.

The City further argues that since both the firemen and the policemen accrue sick leave at the same rate and are charged eight hours for one full day of sick leave, the systems are equitable because they treat both units the same. Further, the



City points out that if a police officer works more than four hours, then leaves for the day because of disability or illness, he is not charged for that day. In the fire fighter's situation, the fire fighter would be charged on a prorated basis.

The City goes on to argue that unlimited accumulation is a very costly savings plan for the officers and further compounds final average compensation for pension purposes and thus inflates the City's pension costs. In analyzing the comparable data, the City points out that in the final analysis, Southfield's sick leave plan is superior to those which exist in the comparable communities.

Finally, the City states that in light of the disability insurance program, the proposed liberal cap, the annual pay-out, the termination pay-out, the similarity of arrangement with all other City employees, and the comparable data, the panel must adopt the City's offer.

The Association argues that the existing sick leave provision, and all essential aspects, have existed prior to any negotiations between the parties and prior to the first written Collective Bargaining Agreement. The Association argues that there is a built-in cap on accumulated sick leave because of the length of service that generally can be expected from a patrolman. It maintains that thus the City has a figure which it could adopt as a budgeting figure.

The Association goes on to argue that adoption of the City's offer would have a severe impact on the final average compensation used to calculate pension benefits. It maintains that the City has substantially improved the firemen's pension and thus the firemen could agree to the cap on accumulated sick time. The

Association goes on to argue that the City's proposal not only has an impact on sick leave pay-out at death, retirement or resignation, but also impacts the ability of officers to accumulate sick leave to be used in case of extended illness or injury.

The Association goes on to argue that because of the difference in the usage rate of sick leave between the fire department and the police department, police officers must have at least twice the accumulation of a fireman in order to have the same protection. The Association points out that fire fighters have only 110 duty days per year, while police officers have 260. It maintains that if a fire fighter loses a 24-hour duty day, he is charged only eight hours of sick leave, while a police officer would be charged eight hours for a loss of an eight-hour day.

The Association argues that the City's proposal, which would require Association members to accept 75 cents for every dollar's worth of accumulated sick time in excess of the arbitrary limit, would cause more scheduling difficulties because it would be an incentive for police officers to take sick time at its full rate rather than to wait and be paid for it at 75% of the full rate.

The Association further argues that a number of communities have unlimited accumulation and still do not charge duty disability to sick time.

The Association further goes on to state that if the City had been sincere about its objections, it could have proposed a limited accumulation on only regular sick leave time and proposed unlimited accumulation of reserve sick time. The Association states that after considering the entire record before the panel, the adoption of the City's last offer of settlement would be unfair, unreasonable and discriminatory.

# FINDINGS AND AWARD

After analyzing the Collective Bargaining Agreements that were presented in the record, along with the exhibits which outlined sick leave provisions, the following display was created and within its limitations fairly states the provisions which are applicable to this issue:

	<u>Max. Accumulation</u>	<u>Misc.- Pay-out and Annual Payment</u>
Hazel Park	100 days current, 100 days reserve, reserve not available for duty illness or disability	Current - 50%, usual as vacation days or pay-out (annual)
Bloomfield Twp.	Contract states "no max. limitation" for "full time employees"	1/2 cash payment, or can keep days in excess of 100 (annual) 1/2 pay-out upon death or retirement (current salary), or other reasons 1/2 pay-out 75 day sick leave limitation
Farmington Hills	150 days	50% pay-out - death, retirement or "for any other reason"
Sterling Heights	120 days	No charge to sick leave for duty disability first year; 1/2 pay-out upon death or retirement
Redford Twp.	240 days	1/2 pay-out duty disability retirement, retirement, death
Pontiac	120 days in "primary bank" unlimited in "secondary bank"	50% "primary" upon retirement - for use secondary must be exhausted first
Royal Oak	None	Retirement - 100% payment up to 240 <u>hours</u>
West Bloomfield Township	100 days	Can be used during lay-off
Livonia	None	60% upon death, retirement, disability retirement.

	<u>Max. Accumulation</u>	<u>Misc.- Pay-out and Annual Payment</u>
Berkley	Effectively 120 days	100% annual pay-out in excess of 120 days - retirement; up to including 40 days (1200) average wage for last 3 years; 40-75 days (1200) wage per formula above; 75-120 days 2/3 per formula above
Troy	300 hours	Bonus if over 300 hrs. 40 hrs. or less 50% 41 hrs. or more 33 1/3% death or retirement paid to max. of 300 hours
Birmingham	Earned at 8 hours per month - 60 day (480 hours) limit; then if limit is reached 1/2 day per month, no limit	100% pay-out upon death or retirement in excess of 480 hours
Ferndale	60 days	Effective 10/1/75 1. In order to qualify for payment must have 60 days accumulated as of 1st of calendar year.  2. Then paid 100% of unused in excess of 60 days earned in 1975 calendar year. If employed prior to 10/1/75, eligible for 1/2 pay-out up to 60 days upon death, retirement, resignation in good standing.
Madison Heights	174 days	1/2 pay-out or retire at a date which is earlier than normal date by the number of days for which he could have been paid.

It becomes evident that 12 of the 14 comparable communities have a limitation on sick leave accumulation or at least a limitation on a portion of sick leave accumulation. For instance, Hazel Park has a 100-day limit limit on both its current and

reserve sick leave. Pontiac has a 120-day limit on its "primary bank" while there is no limitation on its "secondary bank." The only communities that do not have a sick leave accumulation limitation are Bloomfield Township, Royal Oak, and Livonia. When the two offers are examined in relation to the comparable communities and only in the aspect of limitations and maximum accumulation, it becomes apparent that the City's last offer of settlement is more acceptable.

In examining the language that existed in the prior Collective Bargaining Agreement, it becomes apparent that the pay-out provisions that existed therein are much more liberal than the pay-out provisions which exist in the majority of the comparable communities. Most of the comparable communities have a much stricter pay-out provision than does Southfield. Some of them have the annual pay-out as suggested by the City, but this is not overwhelmingly common. Thus, it could safely be concluded that in the area of pay-out, annual pay-out and miscellaneous provisions, the patrolmen in the City of Southfield are not at any disadvantage when compared to patrolmen in the comparable communities. In fact, when the evidence regarding disability insurance is examined, the position held by Southfield officers in relation to the officers in the comparable communities is further enhanced.

The last offer of settlement submitted by the City seeks a maximum accumulation limit which is entirely acceptable when judged by the comparable communities. Further, the pay-out scheme, both at retirement, etc., and annually, compared exceptionally well with the comparable communities.

The City's argument regarding its ability to budget and thus the need for a maximum limitation is understandable. If a maximum limitation were contained in the Collective Bargaining

Agreement, the City would be aware of the liability which it faced. Nevertheless, the Association's argument regarding the built-in limitation, i.e., 25 years of service, does provide a budgeting point, even if it is somewhat less desirable.

Of course, the Association's arguments regarding the fire department and its employees' acceptance of a cap on accumulated sick leave must be carefully considered. The evidence establishes that the firemen had a substantial improvement in pension and thus the loss of a certain amount of accumulated sick leave which would have been included in the final average compensation, does not have as dramatic an impact on those employees as would the impact felt by police officers. It is true that pensions are not in question in this proceeding, but nevertheless it is necessary for the panel to explore all the ramifications of both last offers of settlement.

Apparently the evidence suggests that in the case of the fire fighters, the quid pro quo for modification of sick leave language was the improvement in pension benefits. Even if this is not entirely correct, the evidence does establish that the firemen received an improvement in pension benefits and in the same contract a modification was made in sick leave provision.

Regardless of how it is argued, there can be no question but that the adoption of the City's last offer of settlement would in effect lessen the potential benefit that is available to police officers under the current contract language. Further, the evidence clearly establishes that the benefit in question has existed in its essential terms for a number of years. While the panel is sure that current contract language generates a higher potential cost per patrolman, than do the provisions contained in the contracts of the comparable communities, it must be understood

that the City has not taken the position that current contract language is unacceptable because the City cannot afford to pay for the benefit.

When presented with a situation of a potential reduction in a current benefit, a panel should be very careful in analyzing the evidence. Whenever a group of employees is receiving a benefit which is of a superior nature to a benefit of the same genus which is also offered by comparable communities, the panel should be very reluctant to lower the quality of that benefit based only upon the evidence regarding comparable communities. Oftentimes a bargaining unit has made compromises in order to receive the superior benefit. Often when the benefit is granted, it is at that point superior to that which exists in comparable communities. Unless the evidence concerning the issue is extremely compelling, a panel should be very reluctant to reduce or modify the benefit.

In the present case, the panel will accept the Association's last offer of settlement and will maintain the status quo. As stated, unless the evidence is extremely compelling, an arbitration panel should be very reluctant to modify a benefit that has existed for so long a period. As can be seen from the firemen's settlement, substantial changes in benefits were received, while the sick leave language was modified. The evidence regarding the comparable communities, along with the other evidence in the record does not establish that the City's last offer of settlement should be accepted.

The appearance of a delegate's signature on this accord does not mean that the delegate completely agrees with the rationale used herein. It means that the delegate agrees with the outcome.

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MARIO CHIESA, Chairman

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CARL FARSELL, Association  
Delegate

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RON SANTO, City Delegate

ISSUE:

VACATION BANKING - ECONOMIC  
CITY ISSUE

PRIOR COLLECTIVE BARGAINING  
AGREEMENT:

The prior Collective Bargaining Agreement contained the following language:

"Furlough and Leave. Vacation leave credits are earned at the rate of 13.33 hours per month for a total of 160 hours per year and scheduled for use in summer and winter (10 days each). No employee will be granted vacation leave days until credits are earned. The Department will require minimum schedules and may limit the number of personnel granted vacation leave at any given time. No furloughs will be granted during the first six (6) months of the probationary period nor shall an employee earn vacation credits during the first six (6) months after date of most recent hire."

LAST OFFERS OF SETTLEMENT:

The City's last offer of settlement appears as follows:

"Maximum accumulation of furlough time shall be twice the annual accumulation. All employees shall be paid for unused furlough time in excess of two years' accumulation if not taken by December 31 of any given calendar year, unless written consent is given by the Chief of Police.

"Any employee who, on December 31, 1977, has an accumulation of unused furlough time in excess of two years, shall be granted the option of accepting pay for such excess accumulation over two years on or before June 30, 1978, or be granted until December 31, 1978 to take such excess accumulation furlough time off."

The Association's last offer of settlement seeks the continuation of the language contained in the prior Collective Bargaining Agreement. That language is as stated above so its duplication at this point is unnecessary.

As can be seen from the last offers of settlement, the City seeks to limit the accumulation of vacation time to two years. In the event that the accumulation goes beyond two years, it shall be



paid by the City. Also, the language contains a provision for employees who have accumulated more than two years of vacation time as of December 31, 1977.

EVIDENCE AND ARGUMENTS:

Before examining the testimony, the panel shall examine the documents that are in the record.

City Exhibit 61 and 62 contain the provisions regarding vacation accumulation that exist in the comparables offered by the City. When the study of the Collective Bargaining Agreements is included, it becomes apparent that none of the Collective Bargaining Agreements contain language which allow employees to carry over and accumulate unlimited amounts of vacation time.

The Collective Bargaining Agreement regarding Bloomfield Township does not contain any language whatsoever regarding accumulation of vacation time.

The Collective Bargaining Agreement in Redford Township indicates that a patrolman can accumulate up to 15 days of vacation time after five years of service.

The Collective Bargaining Agreement in Pontiac is silent as to whether an officer can accumulate vacation time. It should be noted that City Exhibit 62 states that vacation must be used in the year earned.

The Collective Bargaining Agreement in Berkley states that an officer may accumulate vacation time up to a total number of hours equal to the product of the employee's current rate of hours credited per month times 12, plus 80 hours. Any accumulation in excess of this figure is purchased by the City.

In Birmingham the Collective Bargaining Agreement states nothing regarding the accumulation of vacation time, while City Exhibit 61 states that vacation time must be used in the year earned.

The Collective Bargaining Agreement in Farmington Hills states that vacation should be used in the year earned, but if this is impossible, it may be carried over into the next year providing permission is granted by the Chief of Police. If permission is not granted, then the officer is paid for his vacation. City Exhibit 61 stated that vacation must be used in the year earned.

In Ferndale City Exhibit 61 states that vacation must be used in the year earned.

In Hazel Park both the Collective Bargaining Agreement and City Exhibit 61 states that an officer cannot accumulate more than the number of days due him during the two-year period.

City Exhibit 61 indicates that in Madison Heights an officer cannot accumulate more than seven weeks.

In Royal Oak vacations should be taken within the fiscal year following the fiscal year of accrual. The Collective Bargaining Agreement goes on to state that they may be extended into the next fiscal year if permission is received from the Chief of Police or the City Manager.

The Collective Bargaining Agreement in Troy is silent on the question of whether an officer can accumulate vacation time. City Exhibit 61 states that vacation must be used in the year earned.

Sterling Heights' Collective Bargaining Agreement and City Exhibit 62 state that an officer in Sterling Heights can accumulate 30 days of vacation time.

The Collective Bargaining Agreement in West Bloomfield indicates that the Chief of Police can allow the accumulation of vacation time into the next fiscal year if there is a scheduling problem or the officer may be paid for the vacation which he will not use.

The Collective Bargaining Agreement in Livonia states that an officer can carry over his vacation time into the next year with the Police Chief's approval.

City Exhibit 30 indicates that as of May 4, 1977, there were 11 officers who had accumulated more than 320 hours of vacation time. The report also stated that there were two other officers who were slightly under that amount and at this time probably had exceeded 320 hours.

Union Exhibit 115 is an inter-office memorandum from Lieutenant Shaver, the commander of the patrol division. Basically the memorandum indicates that vacations will be granted by the seniority system. In order to be eligible for a summer vacation, May 1 through October 31, an officer must have had his vacation request in by April 21, 1977. The memorandum goes on to state that only two officers on a shift will be granted vacations at any time. Crime suppression and shopping center details will be permitted to have only one officer on vacation on any given time. The canine unit will also be permitted to have only one officer on vacation at any given time. In order to fall within the seniority provisions, the vacation request must be up to a 10-day period. If the vacation time is split, it will be the responsibility of the Patrol Lieutenant to work out an arrangement for open time, but seniority will not be a factor for more than the first week. The memorandum goes on to state that no more than three weeks will be taken without special permission from the Chief of Police.

Union Exhibit 114 is another inter-office memorandum dated 6/21/76 and clearly indicates that Lieutenant Shaver ordered that there would be no time off scheduled other than pre-scheduled vacations for July 3, 4 and 5, 1976. The memorandum included compensatory time, single vacation days or personal business time.

While there are other documents that may be directly related to this situation; for instance, the fire fighters' contract, it will not be discussed at this point.

Looking to the record, there is a number of items that must be considered.

Lieutenant Gudenburr testified that August is probably the most important month for vacations and that in the past he can only remember three times where he has to hold men over for four-five or eight hours.

Captain Shaver testified that the only real item that he cannot plan for in scheduling was the use of comp time. He has indicated that the vacation system as it exists has been the same since approximately 1970.

Lieutenant Fasbinder testified that it is extremely difficult to plan schedules because of the carry-over of accumulated vacation. He indicated that under the present plan, officers can accrue vacation, but the City has no method of reducing the accruals. Further, Lieutenant Fasbinder testified that the use of vacation time is controlled by the supervisors and generally an officer cannot take all of his vacation time off at once. Further, he has stated that officers have approached him and told him that they were frightened to use vacation time because of the possibility of a sustained illness.

The City argues that the purpose of the vacation benefit is to permit an officer to be away from his job for a portion of time. Arguably, the purpose of such a leave is to help an officer cope with his job. The City maintains that the intentional accumulation of vacation is contrary to this purpose.

The City also argues that an unlimited accumulation of vacation presents a scheduling problem. It maintains that while any

City retains the right to deny a vacation leave, the facts indicate that an officer who has been denied leave will be dissatisfied; thereby, causing a morale problem and an officer with three or more years of accumulated time who takes vacation in two-week blocks may cause a scheduling problem because of the number of weeks that have to be accommodated to the schedule. The City argues that unlimited accumulation of vacation leave hinders the department's ability to plan schedules and to know its manpower availability. Also, it maintains that unlimited accumulation leave involves additional cost for the City since it pays vacation at the rate in effect when taken or paid rather than when accrued.

The City goes on to argue that its last offer of settlement would affect only 13 officers out of the entire bargaining unit. It maintains that none of these officers nor any officer in the unit would be adversely affected by the City's last offer of settlement since an officer who elects not to take vacation would be paid for the time at his current rate. Further, the City maintains that if the officer knows, by contract, that he will have to take vacation time or will be paid for it, both he and the department will be able to plan accordingly. The City goes on to state that its last offer of settlement permits an officer to accumulate two years of vacation, a reasonable accommodation, and it allows the City to know the amount of accumulated time it will have to schedule.

The City also argues that the comparable data indicated that none of the comparable communities provide a vacation accumulation as liberal as that provided in Southfield.

The Association argues that the City's last offer of settlement would destroy a contractual protection that has existed since collective bargaining agreements between the parties were written. The protection in question is the right to accumulate

earned furlough leave credits as protection against loss of income in the event of illness or injury or other needs. The Association argues that the City complained about the scheduling problems, but yet has ordered command officers not to allow earned vacation leave time to be taken during specific periods. It has further reduced the time for taking earned vacation, when to do so would reduce the manpower below specified levels. Further, the Association points out that the City has imposed many more restrictions as to when and how much of the earned leave time may be taken.

The Association argues that the panel cannot ignore the long history of the provision, nor the undeniable reliance of police officers on this provision for supplemental income protection. It points out that the mere fact that other communities do not have such benefits is the result of a different bargaining history existing in those communities.

#### FINDINGS AND AWARD

Perhaps the first place to start the analysis is with a comparison of the comparable communities. Frankly, when all the comparable data is examined, there can be no doubt that the Southfield's vacation accumulation process is much superior to that contained in the overwhelming majority of the comparable communities. The evidence establishes that there are no comparable communities which have a vacation accumulation plan which is superior to that which exists under the prior Collective Bargaining Agreement in Southfield. Further, the annual pay-out, pay-out upon death, retirement, etc., and other aspects of the vacation plan indicates that Southfield has a plan which again is clearly superior to the vast majority of the comparable communities. The

bottom line is that Southfield police officers enjoy a vacation plan which for all practical purposes is not exceeded by any plan in any of the comparable communities.

When comparing the City's last offer of settlement for the vacation provisions in the comparable communities, it can only be concluded that the City's last offer of settlement is extremely comparable and in most ways superior to the plans which exist in the comparable communities. If this matter were to be decided solely on the evidence regarding comparable communities, the City's last offer of settlement would be overwhelmingly more acceptable than the Association's position of maintaining the status quo.

The testimony offered by the City also indicates that the current vacation accumulation provision presents the City with scheduling and economic problems. Looking at the scheduling problems, first, it must be noted that the evidence also establishes that the City has considerable control over when a police officer can take his or her vacation. Of course, an officer may be disappointed if he or she is denied vacation time when requested, but nevertheless, the City's control over the use of vacation time should severely dampen the effect felt on scheduling. If, for instance, it is critical that an officer not take vacation at the time requested, the City can easily deny the requested vacation. True enough, the officer may be disappointed, but occasionally these things happen. The evidence also establishes that potentially a police officer may be paid for vacation time at a rate which was higher than when the time was earned. This of course would be also true of the City's last offer of settlement, but of course to a much lesser degree. At this point in time, however, the economic argument is diluted by the fact that only 13 officers had exceeded the limit proposed by the City.

The vacation accumulation language has been in effect between these parties for at least ten years. Apparently the parties were content with adopting this type of provision since they have lived with it ever since.

Generally, the comments that were made in the previous issue regarding bargaining history, etc., are just as applicable herein. At this point in time the number of officers that would exceed the 320-hour limit sought by the City is very low. If this item, vacation accumulation, is to be eliminated, it would best be done so at the negotiating table. The City has not shown that it cannot afford to continue this provision, nor has it shown the scheduling problems that do exist are of a great significant nature.

Whether the City's offer is accepted at this point or not would have a minimal effect on the relationship between the parties. However, in light of the long history of this item, it would be best if the City's last offer of settlement were not accepted. The evidence did establish that many officers were concerned about being able to accumulate vacation time just in case they were stricken with a long-term illness. Since the non-duty related portion of the disability policy and the illness portion of the duty-related disability benefit expire at the end of two years, it is understandable that these officers would be concerned about long-term illness.

In the final analysis, a complete study of the record indicates that the City's last offer of settlement should not be accepted.

The appearance of a delegate's signature on this record does not mean that the delegate completely agrees with the rationale used herein. It means that the delegate agrees with the rationale.

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MARIO CHIECA, Chairman

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CARL PARSELL, Assistant Chairman  
Date: 10/1/78

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RON SANTO, City Delegate



ISSUE:

MODIFICATION OF COMPENSATORY  
TIME - ECONOMIC  
CITY ISSUE

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PRIOR COLLECTIVE BARGAINING  
AGREEMENT:

The prior Collective Bargaining Agreement contained the following language:

"Compensatory Time.

1. Compensatory time (straight and time-and-a-half) may be accumulated up to 130 hours.
2. Compensatory time accrued in excess of 130 hours will be converted to pay once each calendar quarter.
3. All or any portion of an individual's compensatory time balance may be converted to pay upon the officer's request for reasons of hardship with the approval of the Chief of Police.
4. Officers should monitor their individual compensatory time balance, and when this balance approaches 130 hours, they should either use the time and/or turn in any future overtime for pay to keep this balance below 130 hours."

LAST OFFERS OF SETTLEMENT:

Before the last offers of settlement are presented, it should be noted that initially the City's position was for the complete elimination of compensatory time. That is the reason the issue was listed as such in the beginning of this opinion. However, the City subsequently filed a last offer of settlement which indicates that compensatory time should be modified, but not completely eliminated.

The City's last offer of settlement states:

"Compensatory Time.

1. Compensatory time (straight and time-and-a-half) may be accumulated up to 42 hours.
2. Compensatory time accrued in excess of 42 hours will be converted to pay once each calendar quarter.

3. All or any portion of an individual's compensatory time balance may be converted to pay upon the officer's request for reasons of hardship with the approval of the Chief of Police.

4. Officers should monitor their individual compensatory time balance, and when this balance approaches 48 hours, they should either use the time and/or turn in any future overtime for pay to keep this balance below 48 hours."

The Association's position seeks the continuation of the language contained in the prior Collective Bargaining Agreement.

If the two positions are briefly scanned, it becomes apparent that the City's last offer of settlement seeks to lower the cap on compensatory time from 130 hours to 48 hours.

EVIDENCE AND ARGUMENTS:

This issue motivated both parties to introduce a substantial amount of evidence.

A study of the contracts regarding the comparable communities, along with other items of evidence, leads to the following display:

<u>Community</u>	<u>Compensatory Time</u>	<u>Maximum Accumulation</u>
Birmingham	Agreement is silent.	
Troy	Agreement is silent.	
Berkley	Yes	40 hours
Bloomfield Township	Agreement states past practice shall continue.	
Livonia	Yes	50 hours
West Bloomfield Twp.	Yes	50 hours
Royal Oak	Agreement is silent.	
Pontiac	Yes	100 hours
Redford Township	Yes	40 hours
Sterling Heights	Yes	No max. but paid earn June 3 to.

<u>Community</u>	<u>Compensatory Time</u>	<u>Maximum Accumulation</u>
Farmington Hills	Agreement is silent.	
Hazel Park	Call crediting of overtime.	45 hours
Ferndale	Yes	45 hours
Madison Heights	Yes	37 1/2 hours

The above indicates that 10 of the 14 comparable communities have some type of provision regarding compensatory time. All of the communities, with perhaps the limited exception of Sterling Heights, have a maximum accumulation which is less than that which exists in the City of Southfield. The provision in Sterling Heights allows an officer to accumulate as much compensatory time as he can, but it goes on to state that the compensatory time is paid out each June 30th. Thus, there is a built-in limitation in the Sterling Heights' Collective Bargaining Agreement. Pontiac has a maximum accumulation of 100 hours and is the closest, in terms of maximum accumulation, to the current provision of 130 hours in Southfield.

The testimony of Sgt. LaBenne indicates that comp time is earned basically two different ways. First, the vast majority of comp time is earned by an officer working overtime. If an officer works overtime, he has the choice of being paid at time and one-half or receiving comp time at time and one-half. The second way has a much lesser impact on this issue and concerns the dog handlers. Sgt. LaBenne indicated that officers have the choice of using their comp time as paid time off or of converting it to cash. He indicates that a comp time to pay conversion causes certain administrative problems. First, oftentimes the officer gives very short notice and because of the administrative procedures that are involved, problems are caused. Further, he indicates that comp time causes budgeting problems because he cannot predict

how much will be used in any given period of time. He also indicates that because of the comp time provision, it is impossible for the department to know its current overtime costs.

Sgt. LaBenne further indicated that in 1975 there were over 800 man days lost because of the comp time. He further indicated that the current cap on comp time went into effect during the 1974-1975 year. His testimony also shows that prior to the permanent shifts, there were two hours per week at time and one-half that were built in to an officer's schedule. This was eliminated once the department went to permanent shifts. His testimony indicates that the average officer uses about 8 days comp time per year; 19 vacation days per year; and 7 days sick or personal time.

Lieutenant Fasbinder testified that the current compensatory time provisions cause problems in scheduling because the use of compensatory time cannot be anticipated with any accuracy. He further went on to state that normally when a patrol officer takes compensatory time, another officer is not called in to replace him or her.

Further, Lieutenant Fasbinder has indicated that on occasions an officer's request for compensatory time has been denied because of the needs of the department.

Lieutenant Gudenburr, member of the Command Officers Association, also testified on this issue. He indicates that in his experience he has had no problems with scheduling comp time. He further stated that policy dictates that the minimum manpower on the midnight shift would be nine patrolmen; afternoons ten patrolmen; and days eight patrolmen. He stated that departmental orders indicate that only two patrolmen can be off duty at any one time. He further stated that there were isolated incidents where

he had to hold people over in order to meet the necessary manpower requirements.

He testified that the department can deny comp time and on occasions he has refused to grant comp time.

Captain Shaver also testified. It should be noted that in this opinion Captain has also been referred to as Lieutenant Shaver. (At the time some of the stated documents were signed, Captain Shaver was in fact a Lieutenant and thus his Lieutenant status was stated.)

Captain Shaver has testified that comp time should be given some priority in the sense that it should not be automatically granted to officers. He indicated that it should be granted in cases of emergency or as a reward for a job well done.

Captain Shaver further testified that he has had problems in scheduling because of the effect of comp time. He has indicated that comp time is the only time that he cannot account for in the scheduling process. Further, he indicates that if comp time is granted too far in advance, it causes scheduling problems, or causes the department to consistently be running at minimum manpower.

Further, Captain Shaver indicates that the department does have the right to deny comp time if the needs of the department dictate that the officer work. Further, he indicates that if there were no comp time and officers were paid for overtime, there would be many more officers available for work.

Captain Shaver also testified that comp time has existed for at least 13 or 14 years.

City Exhibit 28 includes, inter alia, compensatory time conversion for 1976 (January through June), 1975, 1974, 1973 and 1972. The exhibit shows that from January through June of 1972,

there has been a grand total of 1,170 hours of comp time converted to cash. For 1975, total activity indicates that there were 11,511.94 hours of comp time earned, 9,494 hours taken either as time off or cash payment, 2,775 hours converted from comp to pay, finally leaving a balance at 12/31/75 of 6,264.95 comp hours or approximately 783 man days. The amount of man days taken for the period in question was 840.

Looking at 1974, the document indicates that there were 7,651 comp hours earned, 8,162.75 hours taken as either cash or time off, 1,524.25 hours converted to cash, leaving a balance on 12/31/74 of 4,388.75 comp hours. The balance at the end of the year was equal to 548 man days, while the amount taken equalled 830 man days.

For 1973, there were 7,467.5 comp hours earned, 7,627.5 hours taken, as either time off or as cash, 1,072.5 hours were converted from comp time to cash, and the balance at the end of 12/31/73 was 4,371.25 hours. The balance equalled 609 man days while the amount taken equalled 819 man days.

For 1972, 3,490.5 comp hours were earned, 3,614.5 hours were taken, as either time off or as cash, and the balance left was 5,449.75 hours. The balance at the end of the year equalled 681 man days, while the amount taken equalled 452 man days.

City Exhibit 32 is the same type of summary as City Exhibit 28 only it concerns January through December of 1976. The final figures show that 8,910.23 comp hours were earned, while 6,525.97 were taken as time off and 2,578.1 were converted from comp time to cash. The balance at 12/31/76 was 5,769.49 hours or 721 man days. The number of man days taken was 816. The exhibit also contained the figures from 12/31/76 to 6/1/77. Those figures indicate that in that period 2,592.63 comp hours were earned,

2,725.5 were taken as time off, while 553 hours were converted from comp time to cash. The balance on 6/1/77 was 4,986.62 comp hours or 623 man days. The number of man days taken equalled 341.

When that data is compared on a man-day basis, it becomes apparent that the 1972 data, i.e., 7/5/72 to 12/31/72, indicated that 462 man days were taken during that period, while the balance on 12/31/72 was 691 man days. In 1973 the number of man days taken was 819, while the number of man days which remained on 12/31/73 was 609. For the year of 1974 830 man days were taken, while the balance at 12/31/74 was 548. For 1975 840 man days were taken, while the balance at 12/31/75 was 733 man days. For 1976 the number of man days taken was 816, while the balance at 12/31/76 was 721. For the period of January through June 1, 1977, the number of man days taken was 341, while the balance which remained on June 1, 1977 was 623.

Union Exhibits 117-117A and 118-118A were copies of the duty roster for August of 1977 and September of 1977 for the various shifts. A study of the documents indicate that on the vast majority of the days in question, the minimum manpower was amply met. Of course, the documents do indicate that there were a number of days when the minimum manpower was below policy limits and on some of those days comp time was allowed an officer, but on other days the manpower went below the policy limits even though comp time was not allowed.

City Exhibit 131 indicates that the average amount of overtime per officer has increased since 12/31/75. This average amount includes all overtime.

Union Exhibit 114, 121 and 103 establish that on many occasions the Chief of Police and Captain Shaver have sent out

orders which have limited the use of comp time. For instance, Union Exhibit 121 indicates that Captain Shaver ordered that there would be no comp time off for October 28, 29 and 30, 1977, for the afternoon and midnight shifts. Union Exhibit 103 states:

"Effective February 7, 1977, it will be the policy of this department that officers granted time off for compensatory time will not be replaced by another officer on overtime rate. The granting of compensatory time off will be scheduled to meet the needs of the department."

The City argues that the present provision regarding compensatory time causes many administrative problems. The problems concern short notice given by an officer when converting time to cash; the need to issue separate checks in excess of \$100.00; separate computations; approvals and checks that must be sought and made regarding the quarterly adjustment; payment of compensatory time at current rather than earned rates; and the inability to budget.

The City argues that the current compensatory time provision involves increased overtime costs for the City.

The City argues that the most difficult problems exist because of the manpower shortages that are the result of employees using compensatory time, at a time when other employees are absent. The City argues that Exhibits 32 and 28 establish that the tremendous amount of compensatory time taken by officers makes it extremely difficult for the department to schedule officers with any type of assurance.

Further, the City argues that while in many instances an officer is not called in to replace an officer who is taking compensatory time off, in station operations it quite frequently is necessary to call in an additional officer.



The City also argues that the institution of permanent shifts did not have any effect on the amount of compensatory time that was being accumulated by the officers and the amount of such time being taken off.

The City also argues that the evidence establishes that if the City pays overtime, or if there were less of an accumulation of compensatory time, the City would definitely have more officers available for duty. The City argues that since this is the case, the City will have more control for maintaining desired strength and can more easily assure that adequate services will be provided.

Further, the City argues that its offer still allows accumulation up to the 48-hour limit, but yet gives the City better control and flexibility. It maintains that the panel must keep in mind that officers have significant vacation benefits, personal business days, and regular and reserve sick leave time. It maintains that since this is so, there is not a need for a large accumulation of compensatory time as currently exists.

The City further argues that the data regarding the comparable communities clearly indicates that the City's last offer of settlement is extremely acceptable.

The Association has argued that compensatory time off in lieu of payment for overtime worked has been in practice for at least 13 or 14 years.

The Association further argues that the evidence establishes that Captain Shaver claimed that the so-called problems began to occur about three years ago. Further, the Association points out that Captain Shaver testified that he could not recall raising any of these so-called problems in any of the staff planning meetings at any time in the last two years.

The Association argues that the testimony of Lieutenant Gudenburr indicates that during the entire calendar year 1977 there have been only three occasions when someone had to be held over to work in the patrol division because of leave time taken. Further, the Association states that Lieutenant Gudenburr acknowledged that he had been directed to refuse compensatory time off rather than allow the patrol shift to get below minimum manpower level. Further, Lieutenant Gudenburr has refused to take compensatory time on the aforestated basis.

The Association further argues that the City's last offer of settlement indicates that the City has abandoned its attempt to eliminate compensatory time, but yet the cap that it proposes severely reduces the amount of compensatory time which could be accumulated for use in time of extended illness. Further, it states that if there were problems enforcing the 130-hour cap, the enforcement of the 48-hour cap would be even more difficult and cause more administrative and scheduling problems.

The Association argues that the only reason that the City is seeking a 48-hour cap is because that is the cap that was agreed to by the fire department.

Thus, the Association argues that the status quo should be continued.

#### FINDINGS AND AWARD

Perhaps the first items that should be considered are the provisions that exist in the comparable communities. Currently, the only community which allows maximum accumulation of compensatory time, which even approaches Southfield's limitation, is Pontiac. Pontiac allows 100 hours of accumulation, while Southfield currently allows 130. True enough, Sterling Heights allows unlimited

accumulation, but the Collective Bargaining Agreement does state that accumulated compensatory time would be paid every June 30th. Thus, it certainly would be reasonable to conclude that when compared to the comparable communities, Southfield has the most liberal compensatory time accumulation that exists.

However, if we compare the City's last offer of settlement with that which exists in the comparable communities, it becomes apparent that Livonia, West Bloomfield, Pontiac, and perhaps Sterling Heights would have contract provisions which would exceed that sought by the City. Of course, it must be kept in mind that at least four of the communities have Collective Bargaining Agreements which contain no language whatsoever regarding compensatory time. Nevertheless, if the City's last offer of settlement were accepted, it would drastically reduce Southfield's rank with the comparable communities.

The scheduling problems asserted by the City may be a real concern, but the evidence indicates that the impact of the compensatory time provision on scheduling may not be as drastic as alleged. Certainly the existence of compensatory time has some effect on scheduling, but it must be remembered that the evidence clearly establishes that the needs of the department come first in considering whether compensatory time requests be granted. This is firmly established both by the documents and by the testimony of the witnesses. While it is true that the shift Lieutenants may on occasion go under minimum manpower, they certainly have the ability to prevent same. In fact, if all of the duty rosters introduced by the Association are carefully considered, the impact of compensatory time on scheduling is further clarified. If we assume that each day which the department ran under minimum manpower, on any shift, equals 100%, then the

times that the department ran, on any shift, under minimum manpower where compensatory time was involved, equals 32%. Sixty-eight percent of the time that the department was under minimum manpower, no compensatory days were taken. Thus, if there were 160 days on which the department ran under minimum manpower, for any shift, then 32 of those days also included an officer taking compensatory time off. Sixty-eight of those days did not involve compensatory time as it relates to members of this bargaining members. It is impossible to draw the conclusion that the existence of the compensatory time provision directly causes the department to run under minimum manpower. The facts just do not substantiate that conclusion. Further, the panel is sure that compensatory time causes problems in scheduling just as unexpected illness, accident, death or other events might cause problems in scheduling. Nevertheless, problems in scheduling are not to be considered a major item in determining whether compensatory time should be restricted, unless the problems are extremely grave. The evidence does not establish that the so-called problems encountered in scheduling, because of the existence of compensatory time, are so grave that this valuable benefit should be limited in order to alleviate those scheduling problems. Further, as pointed out by the Association, the panel is not convinced that lowering the limit from 130 hours to 48 hours would improve the scheduling process at all. Obviously compensatory time would still exist. However, if the lower limit were instituted, scheduling may be a little easier because with a lower limit a police officer would be more reluctant to take any compensatory time because he would wish to conserve all of it in order to protect himself from extended illness.

There is no doubt that if the City paid overtime or if there were a lesser accumulation of compensatory hours, that some

officers would be available for duty. But whether this is a persuasive argument is another matter. Actually, there is no showing that the existence of the 130-hour limit on compensatory time accumulation has forced the City into a manning situation where its department was inadequately manned. It may be true that the more police officers that are available, the better, but nevertheless, a blinded adherence to this philosophy does not take into account the rights and benefits that officers have historically enjoyed. In addition, the prior Collective Bargaining Agreement contains language which allows the City to suspend all leaves during a period of emergency declared by the City Administrator and/or the Chief of Police, or their qualified delegates.

While the existence of the 130-hour compensatory time limit may cause an inconvenience in scheduling, the evidence does not establish that it has any propensity to place the City in peril. The City can very well deny the use of compensatory time if the circumstances so warrant.

Frankly, the City's argument regarding the difficulty in scheduling and the evidence related thereto does not substantiate acceptance of the City's last offer of settlement.

The evidence clearly establishes that the existence of the 130-hour compensatory time limit, or for that matter, maybe compensatory time itself, does cause some administrative problems. For instance, the conversions, the separate check requirements and the quarterly adjustments, along with the other items mentioned by the City do make it difficult to administer this benefit. Of course, it makes budgeting difficult and of course from a cost standpoint an officer may receive cash for compensatory time in a different contract year and, thus, at a higher rate. Nevertheless, the City has never pled a financial inability to meet

demands created by the prior contract provision. Further, it is doubtful whether the administrative inconveniences created by the existence of the benefit warrants a limitation from 130 hours to 48 hours. As pointed out by the Association, many of the difficulties which are currently stated by the City would still exist under the City's last offer of settlement. For instance, even if the limit were 48 hours, the City would still have to make quarterly adjustments. Even if the City's last offer of settlement were accepted, it still would be difficult to budget, although perhaps to a lesser degree in light of the 48-hour limitation. People will still have to write various memos and be contacted to accommodate the time off or conversion to cash. The administrative problems do not warrant a modification of the status quo.

Looking at the evidence in City Exhibit 28 and 32, it seems evident that the man hours taken or paid and the man hours left at the end of the various periods have remained relatively stable. There has been no tremendous upsurge in either the amount of compensatory time taken or paid. Further, those same documents indicate that with the exception of 1975, where the earned compensatory time was exceptionally high, the half-year data for 1972 and the half-year data for 1977, along with the full year data for the other years indicate that the earning of compensatory time has been relatively stable with a possible downward trend if the 1977 six-month figure holds.

The evidence further establishes that compensatory time has been in existence for approximately 13 or 14 years. The testimony of Sgt. LaBonne seems to indicate that in approximately 1965-1966, the current 130-hour cap became effective. What was in existence prior to that time is unknown. However, it has been established that the current 130-hour cap has only been in force during the

term of the last Collective Bargaining Agreement. In light of all the facts surrounding the history of this provision and the evidence introduced regarding the City's position, the panel will not change the status quo and therefore will reject the City's and accept the Association's last offer of settlement. Modifications, such as that sought by the City, without other evidence, are best left for the bargaining table.

The appearance of a delegate's signature on this award does not mean that the delegate completely agrees with the rationale used herein. It means that the delegate agrees with the outcome.

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MARIO CHIESA, Chairman

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CARL PARSELL, Association  
Delegate

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RON SANTO, City Delegate

ISSUE:

DISABILITY INSURANCE  
ECONOMIC

PRIOR COLLECTIVE BARGAINING  
AGREEMENT:

The prior Collective Bargaining Agreement contained the following disability insurance language:

"The City agrees to provide disability insurance for all employees of the unit as soon as possible after execution of this agreement, subject to provisions of City ordinances and Charter requirements. The basic disability insurance program shall be subject to the following:

"1. Coverage to be seven (7) days per week, 24 hours per day.

"2. Maximum/minimum payment to be fifty (50%) percent of base pay.

a. Accumulated sick leave shall be utilized at a rate of twenty (20%) percent per day to provide the employee a maximum of seventy (70%) percent of his base pay. Sick leave shall be charged at the rate used until exhausted, at which time employee shall receive a maximum of fifty (50%) percent of base pay, subject to conditions herein.

"3. Duration of payments to be two (2) years for illness. Age 65 for accident.

"4. Disability payment to be integrated with other types of income or payments such as Workmen's Compensation and/or pension benefits to arrive at maximum/minimum as prescribed herein where applicable.

"5. An employee disability occurring prior to actual effective date of the disability insurance contract shall not be included.

"6. Minimum waiting period for disability insurance shall be thirty (30) days from date of occurrence.

"7. Other requirements and/or restrictions that may be imposed by the insurance carrier shall be applicable and are incorporated herein.

"8. Probationary employees shall not be covered for non-job related disability.



"9. Every employee utilizing the disability insurance shall be entitled to the following benefits only while on disability insurance:

a. Non-Duty Disability.

Participate in hospitalization program at employee's own expense commencing four (4) months from date of illness and/or accident.

b. Duty Disability.

(1) City paid hospitalization program.

(2) City paid life insurance program."

LAST OFFERS OF SETTLEMENT:

The City's last offer of settlement is as follows:

"The City agrees to provide disability insurance for all employees of the unit as soon as possible after execution of this agreement, subject to provisions of City ordinances and Charter requirements. The basic disability insurance program shall be subject to the following:

"1. Coverage to be seven (7) days per week, twenty-four (24) hours per day.

"2. Maximum/minimum payment to be fifty (50%) percent of base pay.

a. Accumulated sick leave shall be utilized at a rate of twenty (20%) percent per work day to provide the employee a maximum of seventy (70%) percent of his base pay. Sick leave shall be charged at the rate used until exhausted, at which time employee shall receive a maximum of fifty (50%) percent of base pay, subject to conditions herein.

b. Reserve sick leave shall be utilized for duty-related illness or injury at a rate of twenty (20%) percent per work day to provide the employee a maximum of seventy (70%) percent of his base pay. Reserve sick leave shall be charged at the rate set forth in this paragraph (b) until exhausted, then regular sick leave charged until exhausted, after which time employee shall receive a maximum of fifty (50%) percent of base pay, subject to conditions herein.

"3. Duration of payments to be two (2) years for illness. Age sixty-five (65) for accident.

"4. Disability payment to be interrated with other types of income or payments such as Workmen's Compensation and/or pension benefits to arrive at maximum/minimum as prescribed herein where applicable.

"5. The waiting period for disability insurance shall be thirty (30) days from date of occurrence. Where the injury, illness or disability is duty-related, the employee shall receive full pay during the waiting period, chargeable to reserve sick leave at the rate of twenty percent (20%). For purposes of this Section (5), a 'week' shall consist of seven (7) calendar days from the date of injury, illness or disability. Where the injury is not duty-related, the employee shall receive full pay during the waiting period, chargeable to regular sick leave at a rate of eight (8) hours per day.

"6. Other requirements and/or restrictions as may be imposed by the insurance carrier shall be applicable and are incorporated herein, provided the requirements or restrictions do not conflict with the provisions herein.

"7. Every employee utilizing the disability insurance shall be entitled to only the following benefits while on disability insurance:

a. Non-Duty Disability.

Participate in hospitalization program at employee's own expense commencing four (4) months from date of illness and/or accident.

b. Duty Disability.

- (1) City paid hospitalization program.
- (2) City paid life insurance program."

The last offer of settlement submitted by the Association is as follows:

"Appendix 'b' Section IV of Joint Exhibit 2 is requested to be amended or modified by adding the following language to subsection 8.

"(8) During the first 30 calendar days of duty disability, the employee shall receive his or her regular pay and benefits without deduction from or use of sick leave."

As can be seen from a comparison of the above offers, the Association's last offer of settlement seeks to add additional language to the provision. Such language guarantees that an employee shall receive his or her regular pay and benefits without

deduction from or use of sick leave for the first 30 days of a duty-disability.

The offer submitted by the City seeks more dramatic changes in the disability insurance provision.

EVIDENCE AND ARGUMENTS:

Much of the evidence that relates to this issue has been displayed in the issue regarding sick leave limitation. It would be senseless to elaborate this opinion by reiterating all of that evidence again in this section.

The comparable communities have various plans and provisions in this area.

In Hazel Park a regular full-time employee who suffers a temporary physical disability in the line of duty shall be entitled to his regular pay for the first seven days. There will be no charge against an employee's accrued sick time. After the first seven days, the employee continues to receive his regular pay, but the difference between worker's compensation and his regular pay is charged against accrued sick time. Upon complete use of accrued sick time, the City terminates full pay. However, an employee may be eligible for extended duty-related disability coverage. This coverage provides an employee with 75% of his base salary for a maximum of six months. Upon return to full-time employment, the amount of sick time which has been charged against the employee during his absence will be restored to his credit provided that the employee can secure a statement made by a competent physician to the effect that the employee's absence was due solely to a job-related injury. In Hazel Park a probationary employee is not eligible for sick leave.

According to the City, Madison Heights provided one eight-hour day per month sick leave accrual after completion of six months of employment. A new officer may get a credit of three eight-hour days upon completion of six months of employment. The City does not provide a reserve sick leave. The City and the officer equally contribute to a non-duty disability insurance program, which after 60 calendar days of disability, guarantees 60% of an officer's weekly wage until age 65. For a work-related injury, the officer receives his regular pay for the first seven days. After the first seven days, the officer receives 90% of the net pay at the time of injury through worker's compensation supplemented by City contributions. The officer also has the option of supplementing this pay by utilizing accrued sick time. Apparently the City's payments are limited to a maximum of two years.

According to the contract in Royal Oak, police officers earn sick leave at the rate of one day for each month of service. There is no maximum accumulation. A newly hired officer is advanced 96 hours sick leave. In the case of a duty-incurred illness or injury or a non-duty injury or illness while acting of necessity in accordance with good police procedure in the capacity of a police officer within the City limits of Royal Oak, a permanent or probationary employee shall be entitled to duty-disability pay not exceeding 240 working hours at full pay. An additional 1,840 hours is available at 80% of pay. After receiving the 2,080 hours, the employee's pay shall be governed by the policy on the Michigan Worker's Compensation Act. In addition, an employee can supplement this income by drawing on accrued sick leave. Apparently if an employee suffers a non-job related disability and has ten years of service, he or she would receive

66% of their base monthly salary in effect at the time.

In Berkley upon completion of the probationary period, an employee is credited with 48 sick leave hours. Sick leave is earned at the rate of eight working hours per month. Berkley's worker's compensation and injury leave provision covers each regular full-time employee or probationary employee occupying a position of a permanent nature. If an injury is incurred as a result of the performance of an officer's duties, the officer during the first seven-day period receives his basic weekly wage. After the first seven days, an employee who is eligible for worker's compensation, will be paid such benefits directly by the City's insurance carrier. The City will pay an employee who is eligible for worker's compensation, the difference between his insurance benefit and his weekly wage while he receives worker's compensation benefits. The payments will not be continue beyond six months. If at the end of six months an employee cannot return to work, he may elect to use his accumulated sick leave, annual leave, holiday, leave and compensatory time off to supplement the difference between his regular weekly wage and his worker's compensation benefits.

The Collective Bargaining Agreement in Troy indicates that an officer accrues eight hours of sick leave for each month of service beginning with the first full calendar month of service. Sick leave can be accumulated to 300 hours. The City also provides a short-term disability policy. In the case of that policy, a charge of up to one day per pay period of the employee's accrued leave time together with the insurance will provide approximately 80% of an employee's gross salary for a 30-day period, for a maximum of 52 weeks. The long-term disability insurance is available to all employees with three or more years of service at the

next opening date of the insurance policy. A charge of up to one day per pay period of the employee's accrued leave time together with the insurance will provide approximately 70% of an employee's gross salary beginning 12 months after an extended absence due to illness or accident. The insurance shall continue until the employee's death, retirement or return to work. An officer who sustains an injury or accident while performing his regular duties or who is disabled while participating in any legitimate police action within Wayne, Oakland Macomb Counties, will receive a check from the City in an amount sufficient to augment worker's compensation insurance to provide the officer with his regular net pay. This shall continue for the first 30 days and the officer shall not incur any loss of accrued sick leave time during this period. After 30 days the officer will be provided approximately 80% of his regular gross salary for an additional 52 weeks. The payments will be comprised of worker's compensation insurance, disability insurance, social security, disability retirement and a charge of up to one day of the officer's accrued leave time per pay period in order to continue on the payroll of accrued benefits. Beginning 12 months after the date of disability, an eligible officer will be provided with long-term disability insurance as previously explained.

In Farmington Hills an officer may be granted up to 15 days per year as sick leave. The maximum accumulation is 180 days. In a duty-related disability, an officer shall be entitled to receive 95% of his regular pay, including sums received by the way of weekly benefits under the Michigan Worker's Compensation Law, and any other disability benefits provided by law, and any disability insurance provided for by this agreement. The City will pay the difference, if any, between all such payments and 95% of

the employee's regular straight time pay for the period of his disability, but not to exceed 24 months after the date of injury or illness. During this time no charge will be made against a disabled employee's accumulated sick leave. At the expiration of the two-year period, the disabled employee shall be entitled to make use of his accumulated sick leave in accordance with the procedures established in the Procedure Manual for disability leave. During the disability leave, the employer shall maintain hospital, medical, surgical and life insurance in full force. An officer who is unable to work as a result of a duty-connected disability, shall accumulate sick leave on the same basis as if he were actually working, but he shall not be entitled to vacation for the period which he is on duty-connected disability.

The contract in Sterling Heights indicates that all employees receive earned sick leave at the rate of one eight-hour day for each full month paid status of employment. Sick leave can be accumulated to 120 days. Employees absent and receiving worker's compensation also earn vacation pay. For the loss of time as a result of a injury incurred out of and in the course of employment, an officer will receive full pay for up to one year after the injury without drawing on his sick leave credits. After the one year, an injured officer may, at his option, be paid the difference between his regular wages and payment received under the provisions of the Worker's Compensation Act, to be deducted from accumulated sick leave.

The Collective Bargaining Agreement in Redford Township indicates that all permanent full-time employees accumulate sick leave at the rate of one and one-half days for each complete month of service with an accumulation being limited to 90 days. In the event an officer is injured in the performance of his duties

whether during scheduled hours or otherwise, he shall receive the difference between his full pay and his worker's compensation for the period of his disability not to exceed two years. Thereafter, he shall receive worker's compensation for the length of his injury, if eligible under the Worker's Compensation statute.

The Collective Bargaining Agreement in the City of Pontiac indicates that officers earn sick leave on the basis of one work day for each completed month of service. Officers may accumulate 120 days sick leave in their primary banks. An officer who has accumulated 120 days in the primary bank, can begin to accrue sick leave days in the secondary bank. Sick leave days accrued in the secondary bank are without limit. An employee sustaining a compensable injury shall, in addition to worker's compensation, receive from the city the difference between his regular wage and the compensation paid under the state law for a period of 150 calendar days. If the disability prevents the employee from working after the 150-day calendar period, an officer may use his accumulated vacation and sick leave pay in proportion to the ratio of such leave to state worker's compensation payments which will equal full pay. An officer who receives an on-duty injury resulting from a direct attack by an alleged law violator, or who is injured while in pursuit of an alleged law violator, shall receive from the city the difference between state worker's compensation and his regular pay until he returns to duty or receives a disability annuity. The specifics of the disability annuity are not stated in the contract.

Regarding Ferndale, there is just not enough evidence in the record to make a knowledgeable statement regarding the benefits that surround the disability issue.



The Collective Bargaining Agreement in the City of Lincoln indicates that seniority employees are allowed one eight-hour illness allowance credit for each month in service, beginning with the first full calendar month of service. Unused illness allowance credits may accumulate to a total of 60 days or 480 hours. After the accumulation is reached, additional sick leave credits are earned at one-half day per month and there is no limitation of days earned at that rate. In a situation of a non-duty related disability, an officer will receive maximum weekly sickness and accident benefits of 60% of average weekly earnings, not to exceed \$175.00 per week. Effective July 1, 1977, that \$175.00 per week figure was increased to \$225.00 per week. The disability benefit referred to above commences on the 61st calendar day of disability and continues for a maximum period of 43 weeks. A service-related disability operates on basically the same fashion except that the limit is increased to 70%, not to exceed \$175.00 per week and again effective July 1, 1977, \$225.00 per week. Monthly long-term disability benefits provide an aggregate income of 70% of the monthly base up to a maximum of \$970.00 per month beginning one year from the date of disability and continuing until the age of 65.

The Collective Bargaining Agreement in the City of Livonia indicates that all full-time permanent employees accumulate sick leave at the rate of one working day for each completed month of service with unlimited accumulation. The contract also mentions that there is a weekly sickness and accident benefit up to \$42.00 per week to a maximum of 12 weeks. In addition, the city agreed to provide an additional 40 weeks of weekly sickness and accident benefits at the rate of \$100.00 per week. The contract also provides that when an officer becomes eligible for worker's

compensation, in addition to the compensation income, the city will pay an amount sufficient to make up the difference between worker's compensation and the officer's regular income based on 40 hours. No deductions shall be made from the officer's sick leave bank from the initial time off because of an on-the-job injury until the time and date the officer is considered able to return to work by the City Medical Examiner or the doctor treating the injury at a hospital or clinic. If the officer does not return to work by the specified date and time, any further time off shall be deducted from his sick leave bank. There are provisions for an extension if the officer's personal physician recommends such an extension. However, the city reserves the right to require the officer to be examined by City Medical Examiner.

The Collective Bargaining Agreement in West Bloomfield Township indicates that sick leave is earned at the rate of one day per month after the probationary period. One hundred days accumulation are allowed. Further, whenever an officer is absent from work as a result of a duty-connected injury or illness, the officer is entitled to receive 80% of his regular straight-time pay by a combination of worker's compensation, any other disability income insurance program available to the employee, and sick leave with pay, for the period of such absence, but not to exceed 12 months from the date of such illness or injury. In addition, the employer has the duty to pay the difference, if any, between such 80% of the regular straight-time pay and the compensation set forth above.

The Collective Bargaining Agreement in Bloomfield Township indicates that a full-time officer is credited with 13 sick leave days in a year's period. While the contract is not completely clear, it leads one to believe that there is no maximum accumulation.

on sick leave time. An officer who is injured and receives compensation from the Worker's Compensation Commission, shall be paid by the Township the difference between his normal regular salary and the payment made under the Worker's Compensation Act for as long as such worker's compensation payments are received not to exceed payment for the number of working days in six of the employee's normal pay period. Again, the contract is not quite clear, but apparently the payments just referred to will be reduced by an amount equal to any benefits received under the provisions of the Bloomfield Township's retirement system because of such illness or injury. In no case shall the total benefits paid by the combination of worker's compensation, employee's retirement system benefits, and payment from the Township total more than the employee's normal salary at the time of the injury or illness.

Returning to the testimony, it should be noted that Mr. Petrack did state that on certain occasions the City has loaned sick leave to a probationary officer who didn't have any accumulated. Further, Mr. Petrack did testify that there might have been a time when an officer lost a day or two of pay.

The testimony of Officer Turner is also very relevant. Officer Turner testified that he was on the negotiating team when the duty and non-duty disability insurance was negotiated in the prior Collective Bargaining Agreement. Prior to that time, Officer Turner indicated that the duty disability of an officer was carried at full pay. He indicated that if an officer was injured on the job, the officer would receive full pay with no loss of any sick time or other accrued leaves. He indicated that after the agreement was executed, a grievance was filed regarding an injured officer losing sick time for the duty disability. His testimony

further establishes that the grievance was processed to the City Administrator's step. At that step, a meeting was held with Mr. Clancy, Marv Kramer, the City Attorney, Fred Timpner, Sheldon Larky, and of course Officer Turner. His testimony states that it was agreed at the table between all the parties that the first 30 days of a duty-disability a man would be carried, irregardless of what time he had, and he would be assured the first 30 days with pay.

The record also establishes that the City has agreed to supplement the pay received by a fireman on duty-disability retirement up to 60% of his base pay during such retirement.

The City argues that because of the combination of worker's compensation, reserve sick leave, regular sick leave, leave days and vacation time, it is unlikely that under the current practice an employee would suffer any economic loss as a result of the 30-work day provision. The City goes on to state that in certain situations where a probationary officer has not had sufficient sick leave time, the City has loaned such leave. Further, the City states that the Association did not present one specific incident in which an officer actually lost salary during the 30-day waiting period. The City states that it is sound salary and benefit administration that new employees will not have the same type of sick leave accrual or protection that employees who have completed their probationary period and have longevity with an employer.

The City goes on to point out that its last offer of settlement has removed the restriction that probationary employees are not covered by non-job related disabilities. Further, it maintains that during the first 30 days of a duty-related injury, an employee would receive full pay and only be charged at the rate

of 20%. Thus, even a new employee with an accumulation of only three months of sick leave and reserve sick leave, would have sufficient sick leave to receive full pay for an excess of 20 working days. The 20 working days referred to equates with the average number of work days which occur within the 30 calendar-day waiting period.

The City goes on to state that when its last offer of settlement is compared to the comparable communities it has offered, the last offer of settlement is superior to Berkley, Birmingham, Hazel Park, Madison Heights and Sterling Heights. Potentially Pontiac has a greater benefit than Southfield. The City maintains that Detroit's plan is comparable to its last offer of settlement and that Royal Oak is probably a better benefit than the benefit provided by the City of Southfield.

The City states that the main difference between its offer and the Association's offer is that the City is offering lifetime non-duty disability protection for probationary employees versus 32 hours of sick leave to be charged against an employee's sick leave bank.

The Association argues that its last offer of settlement seeks only to reinstate the practice of not charging duty-connected illness or injury to sick leave during the 30-day waiting period for disability insurance. It maintains that this practice was discontinued during the term of the last Collective Bargaining Agreement.

The Association points out that this protection is particularly necessary in the case of a probationary employee who can take only two days of sick leave during his entire probationary period. It maintains that its proposal will protect a probationary officer and all other officers from a loss of income during the

30-day waiting period in the case of a duty-connected disability.

The Association argues that earned sick leave should only have to be used when the illness or injury is not duty connected.

The Association argues that in Detroit, as well as Sterling Heights, Dearborn Heights, Bloomfield Township, Berkley, Clawson and Ferndale, officers continue to receive full pay without deduction from sick leave for varying periods up to retirement. It further states that Troy, Farmington Hills, Oak Park, Sterling Heights and West Bloomfield do not charge income continuation to sick leave during waiting periods for disability insurance for other disability pay protection.

The Association further argues that the City has agreed to supplement the pay received by a duty-disabled fireman on duty-disability retirement, up to 60% of his base pay during such retirement.

#### FINDINGS AND AWARD

The evidence regarding the comparable communities presents a diverse array of the interaction between sick leave accumulation, other benefits and disability insurance. A duplicated step-by-step analysis of these provisions in this portion of the opinion would mandate the creation of many, many pages of discussion. The evidence regarding the comparable communities has been adequately described in the preceding section. A careful analysis of that evidence indicates that on the balance, the program in Southfield is comparable to all of the communities and superior to most. There is no doubt that one or the other party could pick out a specific aspect of the Southfield program and, in isolation, compare it to the programs in the other communities and correctly contend that Southfield's program is deficient. Nevertheless, on the whole, Southfield's program does not suffer

when compared to the programs in the other communities. Sure, Southfield's program relies more heavily on the use of reserve and regular sick leave during both a duty and non-duty related disability. However, it must be kept in mind that unlike most of the other comparable communities, Southfield allows an unlimited accumulation of sick leave and a 60-day accumulation of reserve sick leave. This is in addition to the unlimited accumulation of vacation leave and the 130-hour limit on the accumulation of compensatory time. When these benefits are compared to the comparable communities, they almost completely overshadow the fact that a majority of the comparable communities maintain an officer's full pay for varying portions of a disability. It must also be kept in mind that those varying portions of the period of disability are relatively short.

An officer employed in the City of Southfield would have to work just a few months in order to be adequately protected during the waiting period in a duty-related disability situation.

The only situation that the Association's last offer of settlement would modify would be the use of sick leave during the waiting period before disability insurance became effective. In the situation of a patrolman with a few years' seniority, his sick leave would adequately protect him during this period. The only possible problem that could arise would be in a situation of a probationary employee. A probationary employee may not have enough sick leave to see him through the waiting period. However, the evidence does establish that on certain occasions the City has loaned an employee enough sick leave to get through the waiting period. So in the final analysis, the Association's last offer of settlement would allow all officers to draw full pay during the

waiting period. Of course, it is a benefit to seniority officers not to have to use their sick leave, but the emphasis of the benefit would regard probationary officers.

The Association's last offer of settlement does not seek to allow probationary officers to be eligible for disability insurance for a non-duty related disability. Thus, a probationary officer could become disabled, outside his scope of employment, and receive nothing. Yet, the City's last offer of settlement includes probationary employees in the applicability of the disability insurance for non-duty related disability. Thus, a probationary employee who is disabled through a non-duty incident, would be eligible to receive 50% of his pay for two years if the cause was an illness and up to age 65 if the cause was an accident.

Obviously, both offers of settlements are an improvement on the current plan.

Keeping in mind that the current plan is for all practical purposes comparable to what exists in the comparable communities, and superior to most, the panel can do nothing but adopt the City's last offer of settlement.

The appearance of a delegate's signature on this award does not mean that the delegate completely agrees with the rationale used herein. It means that the delegate agrees with the outcome.

MARIO CHIESA, Chairman

CARL FARSELL, Association  
Delegate

RON SANTO, City Delegate



ISSUE:

TWO-MAN PATROL VEHICLES  
ECONOMIC  
ASSOCIATION ISSUE

PRIOR COLLECTIVE BARGAINING  
AGREEMENT:

The prior Collective Bargaining Agreement did not contain any language regarding two-man patrol vehicles.

LAST OFFERS OF SETTLEMENT:

The Association proposes that the following language be added to the prior Collective Bargaining Agreement:

"During hours of darkness no employee on uniform patrol shall be required to work by himself or herself unless he or she chooses to do so voluntarily."

The City's last offer of settlement seeks continuation of the status quo.

EVIDENCE AND ARGUMENTS:

This was another issue that generated a substantial amount of documents and verbal testimony.

An examination of the Collective Bargaining Agreements and other evidence regarding the comparable communities indicates that none of the comparable communities, with the exception of Royal Oak, have language in their Collective Bargaining Agreements which address the issue of two-man patrol vehicles. The language contained on page 76 of the Royal Oak Collective Bargaining Agreement is as follows:

"As a result of the City of Royal Oak's recognition of the need for two man patrol cars during the hours of darkness and on selected daytime assignments, and in an effort to commit themselves to meeting that need, shift commanders will be instructed that two-man patrol cars are to be used whenever possible and on known trouble calls and on potential hazardous calls."

City Exhibits 10 and 11 establish the patrol areas for the day, afternoon and midnight shift. City Exhibit 10 establishes that there are six patrol areas for days and afternoons and three patrol areas for the midnight shift. According to City Exhibit 9 and the testimony of Lieutenant Fasbinder, on the midnight shift the department always attempts to put three two-man vehicles, two one-man vehicles, and one canine unit on the road. Thus, in a normal situation there would be one two-man vehicle and one one-man vehicle in each of the three patrol areas. The canine unit may be assigned to a special area or a special assignment. City Exhibit 8 and the testimony in the record indicate that on the day shift there is an average of one two-man car, six one-man cars and one canine unit on the road. On the afternoon shift there is an average of two two-man cars, six one-man cars and one canine unit on the road.

Lieutenant Fasbinder further testified that the allocation of vehicles, along with the one or two-man assignments depends upon the number of incidents, property and citizen safety, seriousness of crime, work load, safety of the officers, and the necessary response time. Lieutenant Fasbinder further testified that if a dispatcher receives a call regarding a B & E or something of that nature, the dispatcher would dispatch a two-man car or two one-man vehicles, but in any case, would clearly attempt not to dispatch a one-man vehicle. The lieutenant further stated that if a one-man vehicle arrives on a scene, it should only observe and wait for appropriate backup. He indicated that traffic units, as well as supervisors are available for backup. Further, he indicated that in the past two officers have been killed while on duty and that both of them were in two-man patrol cars. He indicates that in his opinion, when he was on patrol, he was more effective in a one-man vehicle than in a two-man vehicle.

Officer Timpner testified that prior to the designated patrol areas that now exist, there were three areas and that more two-man units were utilized.

Union Exhibits 28 through and including 35 establish that in the terms of total number of officers killed while on patrol in one-man and two-man vehicles during 1966 through 1975, many, many more deaths occurred in one-man patrol vehicles. This analysis included officers responding to B & Es, suspicious persons, robbery in progress, other arrests, traffic pursuits and stops, and unprovoked ambush.

City Exhibits 16A, et seq. shows that in cities of 50,000 to 100,000, for 1971 through and including 1975, there were many, many more one-man units on patrol than there were two-man units.

City Exhibit 18 is a copy of a report regarding law enforcement officers killed or assaulted. It is a uniform report that is transmitted to FBI. The information contained therein was from January 1, 1976 through October, 1976. It indicates that in the State, for that period, out of 1,416 police assaults, 827 took place in a two-man car situation. Two hundred and four took place while an officer was alone in a one-man vehicle, and 212 took place when an officer was in a one-man vehicle, but was assisted.

Union Exhibit 37 is a series of reports identical to City Exhibit 18, but for the years 1972, 1973, 1974 and 1975. The exhibits show that there is no question but the vast majority of assaults took place in a two-man vehicle situation. City Exhibits 135A, 135B and 135C are lists of the repairs made on the police portable radios for August, 1977, July, 1977 and October, 1977 respectively. City Exhibit 134 is a list of the repairs made on police portable radios for September, 1977.

Union Exhibit 36 shows the number of law enforcement officers killed, by hour of day, for 1966 through 1977. The exhibit clearly shows that when based on deaths per hour of day, the most dangerous hours are from 8:00 p.m. to 3:00 a.m.

City Exhibit 133 is an order by Captain Shaver dated June 1, 1977. It outlines the procedure for use of portable radios. It states that portable radios will not be turned on inside any vehicle and portable radios will not be used except on official police business outside of vehicle. Further, any time a transmission is made from a portable radio, the word "portable" shall precede the officer's call number. Portable shall be signed out when they moved from the radio room and any time a portable radio has problems, it will be written up for repair. An officer is not to replace the batteries or radio in the rack if there are any problems with either.

Officer Fred Timpner testified that after talking to the technician in charge of maintaining the radios in Southfield that there was a possibility of scrapping the current portable radios and going to another brand. He further indicated that the representative from RCA indicated that Southfield is a unique community because there are so many high frequency radio and television commercial towers. He indicated that the representative stated that the high frequency radio waves tend to block or diffuse the transmission made from the portable police radios. Officer Timpner further stated that from his own personal experience, as well as the instructions given to him by command, officers are to use the portable radio as little as possible because it doesn't function that well and at all times officers should try to use the mobile radio in the police vehicle.

Mr. Leroy Tietz, a communications specialist in the City of Southfield, also testified. He indicated that besides the five satellites, there was a central council, radios in each police cars and 62 portable radios. He indicated that the radios in the police cars were 60 to 70 watts, while the portables were only 5 watts. He indicated that other than a few instances in high-rise buildings, there is, to his knowledge, no area in the City of Southfield where the portable radios do not operate. He further indicated that a properly charged battery would last a portable radio for a minimum of eight hours. Further, he stated that many times he has gone into the radio room and the officers have placed radios into the racks with the batteries still attached without being charged for the next shift. He indicated that on many occasions he has heard officers using the portable radios at the wrong time. For instance, he indicated that they have used them for sending in special checks on licenses, car licenses or driver's licenses, and many times the transmission could be heard coming from a portable with feedback from the mobile radio. He indicated that if this is the case, the officer<sup>is</sup> sitting right next to the mobile radio in the car and should be using the mobile radio. He further stated that the biggest problem that he has had with the portable radios is malfunction of antennas. He indicated that this means broken antennas or bent antennas. The reason for the problems, according to Mr. Tietz, is that the officers are constantly using the antenna to pull the radio out of the carrying pouch or for carrying the radio around. He indicated that shoulder mikes are available, but some officers do not use them. He indicated that in certain circumstances they could have trouble transmitting with the portable radio and with the mobile radio. According to Mr. Tietz, there is no way you can guarantee a one hundred percent transmission from any spot. Further

Mr. Tietz testified that from his present experience, he prefers the current RCA portables to the portables previously used by the department.

The Association argues that as long as the City has been divided into three patrol areas, there have been exclusive use of two-man cars during the hours of darkness, at least on the midnight shift, and prior to that, during all hours of darkness.

The Association further states that now there are occasions on the midnight or afternoon shift where there are no two-man cars. It points out that the City claims that the combination of one and two-man cars was a command decision based upon the crime incident rate for the various areas, work load considerations, response time and so forth. However, the Association states that the statistics relied upon are so old and insufficient that they can serve as no basis for the City's refusal to accept the Association's position.

The Association further argues that the rate of incidents of police officers being killed was almost double in 1975 when compared to 1970. It further states that during the same period of time there was a tremendous increase in crime across the country, as well as in Southfield.

Further, the Association argues that the City's evidence regarding utilization of two-man and one-man units is based upon the entire country and does not represent the relationship that exists in metropolitan areas.

Further, the Association argues that the City's claim that an officer is in constant communication with the dispatcher does not substantiate denying its request. It maintains that snow, rain, ice, or fog, as well as traffic conditions, can delay or prevent assistance from arriving. It further points out that the

portable radios have been found to work only intermittently in numerous high-rise buildings. Further, it points out that the unique high frequency radio and TV transmission facilities often cause interference problems. Further, the Association points out that the portable radios have other deficiencies.

The City argues that every comparable community, with the exception of Royal Oak, has no language in their Collective Bargaining Agreement which mentions two-man patrol cars. It points out that in practice, Royal Oak assigns two officer units as it deems necessary.

The City further argues that in City of Dearborn and Police Officers Association of Dearborn, City of East Detroit and the East Detroit Police Officers Association, City of Searcy and Teamsters 214, Law Enforcement Division, City of Farmington Hills and Farmington Police Department, Local #214 and City of Garden City and Teamsters Local 214, each panel voted not to include any contractual language regarding two-man patrol vehicles.

The City goes on to argue that all vehicles are equipped with radios so that officers can be in constant contact with central dispatch and with other units. In addition, each officer also has a portable radio unit which he can use when necessary. The City does state that with the exception of a few instances in high-rise buildings, the portable units are operable in all areas of the city. Further, the City indicates that many of the problems experienced with portable radios were due to the officers themselves. It points out that the record does not contain any evidence whatsoever which would indicate that the intermittent difficulties experienced in high-rise buildings have ever caused a safety problem for an officer.

Further, the City argues that in situations such as B & E, the dispatcher would first dispatch a two-man vehicle if available and assign to the area or if not available, a one-man vehicle, along with other backup units. The City points out that if the officer is in a situation where there is any question regarding his safety, he should wait until he receives assistance before proceeding. The officer is supposed to observe the situation until his backup arrives.

Further, the City states that the evidence clearly established the flexibility needed on assignments, the number of personnel on patrol and position of backup, and the use of two-man patrol units.

Further, the City argues that the only two Southfield officers who have been killed in the line of duty were both assigned to two-man units and neither were killed because of the alleged reason cited by the Association for the unsafeness of one-man vehicles. The City further goes on to argue that all the evidence introduced by the Association directed at establishing that crime has increased has absolutely nothing to do with the issue of one-man versus two-man patrol vehicles. It points out that the City's evidence establishes that the number of incidents in Southfield from 1973 to 1974 have decreased and in comparing 1975 to 1976, the total number of incidents have also decreased. It argues that the decrease took place during the time the City utilized a combination of one and two-man vehicles.

The City further argues that the exhibits introduced by the Union, which purport to show that two-man units are safer than one-man units, do not in fact allow that conclusion to be drawn. It points out that the City's evidence establishes that the number of one-man units in use far exceed the number of two-man units.



It further points out that the two-man versus one-man mix in Southfield is very comparable to the national figures. Further, the City points out that the Union's own evidence, the reports filed by the State of Michigan with the FBI, clearly establish that more officers were injured while being part of the two-man units than were injured while being alone. Further, the City points out that among his own employees, police officers do not have the most dangerous job in terms of work-related injuries, even under the current stack in arrangement.

In summary, the City argues that the Association has failed to show that on a comparable basis, safety-basis or cost-basis, the Association's demand should be adopted. The City points out that its evidence has established that one-man units have been statistically established safer than two-man units, that with few exceptions, the City's comparable communities and the Association's comparable communities do not have contractual restrictions requiring two-man units as demanded by the Association, but the cost of the Association's demand is prohibitive and studies conducted on the issue conclude that one-man units are more efficient, provide better service, are safer for the officer, and are less costly than two-man units.

#### FINDINGS AND AWARD

The evidence establishes that throughout the United States there are many more one-man vehicles in use than there are two-man vehicles. Even if we accept the Association's premise that those statistics are not completely fair because they include all communities and not just communities in the metropolitan area, it becomes just as evident that the comparable communities introduced by the parties, which are in this metropolitan area, do not

have Collective Bargaining Agreements that require the city to utilize two-man patrol vehicles at any time. The one exception is Royal Oak and it is not a true exception because the Royal Oak contract does not make two-man vehicles mandatory. Thus, in the metropolitan area, of which Southfield is a part, none of the comparable communities are required by contract to utilize two-man vehicles at any time. While the national data may be deficient, the evidence regarding local conditions uniformly establishes that a contractual requirement regarding two-man vehicles is conspicuous by its absence.

If we look at the safety issue, the conclusions that are so easily drawn by the parties become a little harder to achieve once the evidence is carefully examined. The Association's proofs, standing alone, indicate that many more officers are injured in the line of duty, while occupying a one-man vehicle, as opposed to a two-man vehicle. The City's evidence establishes that there are many more one-man units on patrol than there are two-man units. True, the City's evidence might include foot patrol, but nevertheless, it would be reasonable to conclude that the reason more officers are injured in one-man vehicles is because there are many more one-man vehicles on patrol and, thus, they are exposed to dangerous circumstances at a much greater rate than two-man vehicles are. If this is so, then the statistics do not prove that a two-man vehicle is safer than a one-man vehicle. However, common sense seems to indicate that a two-man patrol car is safer than a one-man patrol car. Yet, the statistics for the State of Michigan indicate that there were more assaults on officers occupying two-man patrol vehicles than there were on officers occupying a one-man patrol vehicle. Perhaps this could be explained on the basis that most departments would attempt to send a two-

patrol vehicle to situations that are potentially more dangerous than situations to where a one-man vehicle would be sent. However, a close examination of City Exhibit 18 and Union Exhibit 37 shows that for 1972, 1973, 1974, 1975, and up to October, 1976, there were more officers injured while occupying two-man vehicles as a result of traffic pursuits and stops, ambush, attempting other arrests and the category "all other," than officers who were occupying one-man vehicles.

Theoretically, in any given department with a given number of officers, utilization of one-man patrol vehicles should decrease the amount of time necessary for backup to arrive. Obviously, the reply to that theory is that a two-man vehicle would immediately provide double the manpower that is initially available in the response and equal the manpower available upon the arrival of another one-man vehicle backup.

While common sense seems to indicate that a two-man vehicle would be safer, the evidence in this record does not allow the panel to draw that conclusion. In fact, the panel cannot draw any conclusion regarding the relative safety of one-man and two-man vehicles.

The City has pointed out that its crime statistics have indicated that there has been a drop in the number of incidents from 1973 to 1974 and again in 1975 to 1976. It further states that Part I crimes have decreased from 1975 to 1976. Perhaps it could be argued that the greater number of police cars on the road, because of one-man vehicles, has caused a decrease in the number of incidents and the number of Part I crimes. However, whether that argument would be valid or not is questionable. One-man patrol vehicles were used in 1975 and during that year the City had the highest number of Part I crimes for the span of time that appears in the record.

The radios, at least the portable radios, have been a center of dispute in this matter. The evidence establishes that many of the problems attributable to the radios are in fact attributable to the officers themselves. The record suggests that improper handling and maintenance, regarding battery charging, have been the major problems experienced with the use of the portable radios. Further, the testimony shows that officers consistently use the portable radios when they have the mobile radio in the vehicle available. While the record also establishes that there has been a few instances where the portable radio cannot transmit into a high-rise building, the record does not establish that this fact constitutes a valid reason for mandating that the City employ only two-man patrol cars during the time of darkness. The record hasn't established how many times a single officer would be in a high-rise building during the hours of darkness. Of course, it would be tragic if the occasion did arise and the radio didn't function. However, the panel is not convinced that it is necessary to impose two-man patrol vehicles during the hours of darkness because of the radio's intermittent ability to function in a high-rise building.

The Association has argued that in the past two-man patrol cars was the normal routine for the hours of darkness. The record isn't exactly clear on this point, but even if the Association's position is correct, apparently the use of two-man patrol cars was a policy decision and was not mandated by the Collective Bargaining Agreement.

The current operating procedures, the mix of one-man and two-man vehicles, with the emphasis on two-man vehicles being placed on the midnight and afternoon shift, does, to a degree, recognize that those two shifts are potentially the most hazardous.

shifts. Nevertheless, the evidence has not established that the City's current policy should be amended to provide that an officer have the option of riding in a two-man vehicle, or alone, during the midnight or afternoon shifts.

In the final analysis, the panel is acutely cognizant of the risks that face the modern-day professional police officer. Nevertheless, the standards which are established by the comparable communities, along with all the other evidence in the record, which is relevant to this matter, does not allow the panel to order the adoption of the Association's last offer of settlement.

The appearance of a delegate's signature on this award does not mean that the delegate completely agrees with the rationale used herein. It means that the delegate agrees with the outcome.

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MARIO CHIECA, Chairman

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CARL PARSELL, Association  
Delegate

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RON SANTO, City Delegate

ISSUE:

INCREASE PERIOD FOR POLICE  
OFFICERS TO ACHIEVE MAXIMUM  
RATE FROM 30 MONTHS TO 42  
MONTHS FOR NEW HIRED POLICE  
OFFICERS - ECONOMIC  
CITY ISSUE

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PRIOR COLLECTIVE BARGAINING  
AGREEMENT:

The prior Collective Bargaining Agreement provided that an officer would reach top pay at 30 months after hire.

LAST OFFERS OF SETTLEMENT:

The City's last offer of settlement states:

"Police officers hired after date of this award shall achieve maximum rate in 42 months. The present contract differential between starting salary at maximum salary shall be continued with equal incremental increases to maximum granted each six months."

The Association seeks a continuation of prior language.

EVIDENCE AND ARGUMENTS:

As a practical matter, the only evidence that appears in the record regarding this item is the Collective Bargaining Agreements and City Exhibit 54 and 55. In addition, there is evidence which indicates that the current schedule has been in force for a number of years.

A review of City Exhibit 54 and 55, along with the Collective Bargaining Agreements received in the record, indicate that all the comparable communities have a 36-month schedule with the following exceptions: Pontiac - senior officer 48 months; Sterling Heights - 48 months; Troy - 48 months; Bloomfield Township - 48 months; Livonia - 48 months; Royal Oak - 36 months.

The City argues that the only issue before this panel is whether the Association's position of 30 months is more justifiable than the City's position of 42 months. The City states that based

on the comparable data, its last offer of settlement should be accepted.

The Association argues that the City's proposal attempts to alter a fundamental provision of the existing conditions which has remained unchanged through all prior agreements. It argues that the City's last offer of settlement would make the schedule in Southfield longer than all of the City's claimed comparables, with the exception of Troy and Sterling Heights. It also states that the City's last offer of settlement would require the police officers to take a full year more, with added smaller steps, to top pay than it requires of its firemen.

The Association finally argues that the City has utterly failed to establish any compelling reason for a change.

#### FINDINGS AND AWARD

A review of the data regarding the comparable communities clearly indicates that the most common time to top pay is 36 months. This happens to be exactly midway between the Association's position and the City's position. On the average, the time to top pay is 40 months. Thus, it is entirely reasonable to conclude that the comparable data does not present a compelling reason to change a salary schedule that has been in existence for many, many years.

Further, it should be noted that the fire fighters have a salary schedule, at least time-wise, which is the same as proposed by the Association.

One of the things that puzzles the panel is that the City has introduced evidence regarding this issue, but hasn't stated why it seeks the change unless the basis is merely because other communities have longer schedules.

Yet, when all the evidence is analyzed, the panel will not adopt the City's last offer of settlement. Aside from the not so compelling comparable data, there is nothing else which establishes the need for such a change.

The appearance of a delegate's signature on this award does not mean that the delegate completely agrees with the rationale used herein. It means that the delegate agrees with the outcome.

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MARIO CHIESA, Chairman

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CARL PARSELL, Association  
Delegate

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RON SANTO, City Delegate



ISSUE:

MISCELLANEOUS

During the course of these very extended hearings, a number of issues were settled or withdrawn. The issues that were withdrawn are clearly annunciated in the record. Further, a number of documents, labelled Joint Exhibits, were introduced and contained the settlement language that the parties had agreed upon. That settlement language is incorporated herein and made a part of this award.

Further, the parties managed to settle the issues of retroactivity and cleaning and clothing allowance. This settlement took place after the close of the executive sessions and prior to the issuance of this opinion. Thus, it does not appear in the record. However, since the two issues have been settled and the chairman was recently provided with a signed copy of the settlement, the settlement will be included in this award and become a part thereof.

Just to clarify matters, the settlement appears as follows:

"City of Southfield and the Southfield Police Officers Association hereby agree to the following terms in resolution of Issue #8 (Retroactivity) and Issue #15 (Cleaning and Clothing Allowance) and hereby withdraw their respective last offers on such issues:

"(1) Retroactivity: Salary for contract year 1976-1977 shall be retroactive to July 1, 1976 for all hours worked and shall be used in computing longevity, vacation, holiday and overtime paid during such period of time. The retroactive payment provided herein shall be paid only to officers employed during such period of time and who are actively employed on May 8, 1978.

"Salary for contract year 1977-1978 shall be retroactive to July 1, 1977 for all hours worked and shall be used in computing longevity, vacation, holiday and overtime paid during such period of time. The retroactive payment provided herein shall be paid to officers employed during such period of time and who are actively employed on May 8, 1978.

"With respect to Joint Exhibit #5 (Specialists), it is agreed that employees shall be eligible for Specialist Pay under said Joint Exhibit only for time worked as a Specialist after official appointment to such position as provided for in said Joint Exhibit. Nothing in the foregoing shall be deemed relevant to determining the effective date of any other provision of said Joint Exhibit. With respect to such other provisions, they shall be effective as provided in said Joint Exhibit.

"Except as provided above with respect to salaries and Joint Exhibit 5 (Specialists) or items otherwise specifically agreed to by the parties, all other provisions of the parties' 1976-1978 labor agreement shall be effective on the date of the issuance of the Act 312 award.

"(2) Clothing and Cleaning Allowance:

(a) Section V(a)(1) of the parties' 1974-1976 agreement shall be recorded to state in its entirety as follows:

'Initial uniforms required by the Department for the performance of their duties will be furnished without cost to new employees. Such new employees first annual clothing allowance (after initial purchase) shall be prorated based upon his date of hire.'

(b) The clothing allowance (Section V(a)) for the term of the 1976-1978 agreement shall be \$250.00 (annually).

(c) Cleaning Allowance (Section V(b)) shall be increased as follows:

Effective July 1, 1976: from \$100.00 to \$150.00  
Effective July 1, 1977: from \$150.00 to \$200.00

Dog handlers to receive, in addition to b and c above, \$50.00 in cleaning and \$50.00 in cleaning annually.

Cleaning allowance shall be paid retroactively to officers employed during each period of time and who are actively employed on May 1, 1978."

Aside from the awards contained in this opinion, and the settlements that have been agreed to by the parties, the terms and conditions of employment, as expressed in the prior Collective Bargaining Agreement, shall continue and shall by reference be

incorporated in this award.

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MARIO CHIESA, Chairman

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CARL PARSELL, Association  
Delegate

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RON SANTO, City Delegate