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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
ARBITRATION UNDER ACT 312 PUBLIC ACTS OF 1969 AS AMENDED

In the Matter of:

SUMPTER TOWNSHIP

-and-

MERC Case No. D84 G-2433

AFSCME, MI COUNCIL 25

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FINDINGS OF FACT, OPINIONS AND ORDERS  
OF ARBITRATION PANEL

APPEARANCES:

FOR SUMPTER TOWNSHIP:  
Eugene H. Turnbull, Attorney

FOR AFSCME COUNCIL 25:  
Robert Wines, Staff  
Representative

PANEL MEMBERS:

George T. Roumell, Jr., Chairman  
Thomas J. Gondek, Sumpter Township Delegate  
Howard Draft, AFSCME, MI Council 25 Delegate

INTRODUCTION

The Collective Bargaining Agreement between Sumpter Township and AFSCME MI Council 25, representing employees in the Township Police Department, namely, Patrolmen, Corporals, Sergeants, Ordinance Officers, part time Relief Patrolmen and Police Matron Officers, expired on March 31, 1984. Before and subsequently the parties engaged in negotiations for a successor contract. On March 22, 1985, the parties had four mediation meetings with state mediator Thomas Badoud and were unable to reach an agreement. Council 25 thereupon filed a petition

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invoking the Act 312 process. The Chairman of the panel was appointed as were both delegates. Both a pre-trial conference and a hearing were held on this matter.

### ISSUES

The parties settled all but seven issues. They also have agreed that the contract should be for three years commencing April 1, 1984. The issues are residency, vacation, sick days, pension, shift premium, wages and retroactivity. All of these issues, the parties agree, are economic except the issue of residency. However as to the issue of residency the parties have agreed to submit last best offers. The panel has agreed to accept one or the other last best offer as to residency with the consent of the parties. As the other issues are economic, the parties have presented last best offers and the panel has picked one or the other last best offer as the case may be.

### CRITERIA

Section 9 of Act 312 sets forth the criteria to be followed by the arbitration panel in arriving at its award and orders. It would prolong this opinion to set forth the section in toto; it suffices to note that the section does provide for comparisons with comparable communities, considerations of the ability to pay and, under Section 9(h), other factors considered by fact finders, including the parties' bargaining history. It is these criteria that the panel has utilized in arriving at its award and orders herein.

### BACKGROUND

The parties are in some disagreement as to the comparables to use. The Township had proposed the following comparables with the following information concerning same:

<u>Township</u>	(1) 1984 <u>S.E.V.</u>	1980 (2) Census <u>Population</u>	<u>S.E.V.</u> <u>Per Capita</u>
Sumpter	70,602,550	11,112	6,354
Pittsfield	181,273,700	12,997	13,947
Brownstown	174,386,690	18,302	9,528
Van Buren	205,775,830	18,940	10,864
Huron	91,915,360	9,849	9,332

Council 25 agrees that Pittsfield and Huron Township are proper comparables. Council 25, however, has not used Van Buren or Brownstown Townships as comparables. It has, however, urged a comparison with Canton Township as well as Washtenaw County, the neighboring City of Belleville and the Cities of Romulus and Rockwood.

The Chairman is of the view, not necessarily shared by the members of the Panel, that, because of the Township form of government with its method of raising funds and limitation on its taxing base as compared to a municipality, generally speaking, the comparables (municipalities as well as Washtenaw County) as urged by Council 25, are not appropriate. Likewise, because Canton Township has experienced a great deal of growth, with concomitant growth in its financial resources, it is not a comparable because these same resources are not available to Sumpter Township.

Even though the Chairman has suggested that municipalities should not be compared to Sumpter Township, the Chairman cannot ignore a comparable with the City of Belleville because it abuts Sumpter Township.

The idea of comparables is to give some indication of the market-place. Recognizing that Sumpter Township's form of government has financial limitations not existing in Belleville, the Chairman cannot overlook the fact that police officers in Belleville and Sumpter, because of geography, do perform similar work. Therefore, within the limits of recognizing the difference in the two forms of government, Belleville can serve as a weathervane in comparing the Sumpter wages and benefits.

Having said this, one does note that Sumpter Township, of surrounding townships, has the least SEV per capita. This suggests that Sumpter Township has serious limitations on its ability to pay. Nevertheless, as will be pointed out below, Sumpter Township is in the same position as is Brownstown Township. Yet it appears that these communities comparatively paid more for police officers than Sumpter Township. When one compares Belleville's pay schedule, it becomes clear that substantial wage increases are in order.

#### WAGES

The last best offer of the Township for each of the three years for the various classifications is set forth below and is based upon an 8% across the board wage increase for, each of the three years of the proposed collective bargaining agreement in each classification:

<u>Classification</u>	<u>Current Pay Rates</u>	<u>New Pay Rates</u>		
		<u>Effective</u>		
		4-1-84	4-1-85	4-1-85
<u>Full-time:</u>				
Regular	\$ 8.18 \$17,014	\$ 8.83 \$18,366	\$ 9.54 \$19,843	\$10.30 \$21,424
Corporal	\$ 9.59 \$19,947	\$10.36 \$21,549	\$11.19 \$23,275	\$12.09 \$25,147
Sergeant	\$ 9.83 \$20,446	\$10.62 \$22,090	\$11.47 \$23,858	\$12.39 \$25,771
<u>Part-time:</u>				
Regular	\$ 5.72	\$ 6.18	\$ 6.67	\$ 7.20
Corporal	\$ 7.38	\$ 7.97	\$ 8.61	\$ 9.30
Ordinance Officer	\$ 6.80	\$ 7.34	\$ 7.93	\$ 8.56

The Union's last best offer is based upon a 10% across the Board increase for the first two years of the contract and an 8% across the board increase for the third year of the contract, and is as follows:

<u>Classification</u>	<u>Current</u>	<u>New Pay Rates</u>			<u>4/1/86-3/31/87 Amount Deferred</u>
		<u>Effective</u>			
		4-1-84	4-1-85	4-1-85	
<u>Full-time:</u>					
Regular	\$ 8.18 \$17,014	\$ 9.00 \$18,720	\$ 9.90 \$20,592	\$10.69 \$22,235	\$ .20
Corporal	\$ 9.59 \$19,947	\$10.55 \$21,944	\$11.60 \$24,128	\$12.53 \$26,062	\$ .23
Sergeant	\$ 9.83 \$20,446	\$10.81 \$22,485	\$11.89 \$24,731	\$12.84 \$26,707	\$ .24
<u>Part-time:</u>					
Regular	\$ 5.72	\$ 6.29	\$ 6.92	\$ 7.47	- 0 -
Corporal	\$ 7.38	\$ 8.12	\$ 8.93	\$ 9.64	- 0 -
Ordinance Officer	\$ 6.80	\$ 7.48	\$ 8.23	\$ 8.89	- 0 -

The Union had originally proposed a 10% across the board increase for each of three years. But, as will be explained in the discussion of pension plans, the Union modified its offer to the 10%, 10% and 8% formula, deferring an additional 2% to be paid in the event the parties did not agree on a pension or long-term disability plan.

The comparables, for instance, Pittsfield Township and Brownstown Township for the year ending December 31, 1985, and December 31, 1986, respectively, reveal:

<u>Year Ended</u>	<u>Personal Type</u>	<u>Pittsfield Twp.</u>		<u>Brownstown Twp.</u>	
		<u>Hourly</u>	<u>Yearly</u>	<u>Hourly</u>	<u>Yearly</u>
12/31/85	Patrol Officer				
	1st year	\$ 8.607	\$17,903.00	\$ 9.000	\$18,720.00
	2nd year	\$ 9.531	\$19,825.00	\$ 9.856	\$20,500.00
	3rd year	\$10.198	\$21,212.00	\$10.577	\$22,000.00
	4th year	\$10.913	\$22,698.00	\$11.298	\$23,500.00
	5th year	\$11.675	\$24,285.00	\$11.538	\$24,000.00
	Sergeant	\$12.143	\$25,256.40	\$12.462	\$25,920.00
	Lieutenant		N/A	\$13.385	\$27,840.00
12/31/86	Patrol Officer				
	1st year	\$ 9.252	\$19,245.00	\$ 9.000	\$18,720.00
	2nd year	\$10.246	\$21,312.00	\$10.349	\$21,525.00
	3rd year	\$10.963	\$22,802.00	\$11.106	\$23,100.00
	4th year	\$11.731	\$24,400.00	\$11.863	\$24,675.00
	5th year	\$12.551	\$26,106.00	\$12.115	\$25,200.00
	Sergeant	\$13.304	\$27,672.36	\$13.085	\$27,216.00
	Lieutenant		N/A	\$14.054	\$29,232.00

In Huron Township the following wages are paid for the years ending March 31, 1985 and March 31, 1986, respectively:

<u>Huron Township</u>			
	<u>Personal Type</u>	<u>Hourly</u>	<u>Yearly</u>
3/31/85	Patrol Officer		
	Start	\$ 7.612	\$15,833.00
	6 months	\$ 7.843	\$16,313.00
	1st year	\$ 8.188	\$17,032.00
	2nd year (2)	\$ 8.534	\$17,750.00
	Sergeant	\$11.617	\$24,163.00

3/31/85	Patrol Officer		
	Start	\$ 7.612	\$15,833.00
	6 months	\$ 7.843	\$16,313.00
	1st year	\$ 8.188	\$17,032.00
	2nd year	(3) \$ 8.534	\$17,750.00
	Sergeant	\$12.198	\$25,371.00

This is to be compared with the existing rate for a Sumpter Police Officer as set forth above. Van Buren seems to be paying less. However, Belleville, as of July 1, 1985, was paying \$20,561.00. The Chairman recognizes that in Sumpter Township there is not the graduated scale of increase as found in Pittsfield and Brownstown Township; namely, that apparently patrol officers in Sumpter Township do not have the three to four or five year increment to get to the top pay of the scale.

Nevertheless, it becomes obvious with these comparables that Council 25's last best offer, which would put regular officers, in 1985, at the \$20,592.00 annual pay level and in 1986, at the \$22,235.00 level, seems more consistent with the comparables than the Township's last best offer. Furthermore, the Township has not claimed an inability to pay.

It is for these reasons that the majority of the Panel, consisting of the Chairman and the Council 25 delegate, will vote to adopt the last best offer of Council 25. The Chairman notes that the delegate for the Township would dissent on this portion of the Award.

#### VACATION

The present contract provides for the following vacation schedule:

1 year to 2 years	5 working days
3 years to 4 years	10 working days
5 years to 10 years	15 working days
over ten years	25 working days

Council 25 would propose the following vacation

schedule:

0 years to 1 year	5 working days
2 years to 3 years	10 working days
4 years to 6 years	15 working days
7 years to 10 years	20 working days
over ten years	25 working days

The Township would propose the following vacation schedule:

0 year to 1 year	5 working days
2 years to 5 years	10 working days
6 years to 10 years	15 working days
10+ years	25 working days

Comparable Township vacation schedules are as follows:

Pittsfield Township

1 day per month for 1st 5 years  
1-1/2 days per month thereafter  
accumulate up to 25 days

Brownstown Township

5 days - 1st year  
10 days - 2 - 4 years  
15 days - 5 - 9 years  
20 days - 10 years  
accumulate up to 2 years  
worth of vacation

Van Buren Township

1 week - 6 months - 1 year  
3 weeks - 1 - 2 years  
4 weeks - 2 - 5 years  
5 weeks - 5 - 10 years  
6 weeks - 10 years

Note: this is annual  
vacation and sick

Huron Township

11 days - 1 - 5 years  
18 days - 5 - 10 years  
23 days - 10 years  
accumulate up to twice  
their annual leave

Sumpter Township

1 - 2 years - 5 days  
3 - 4 years - 10 days  
5 - 10 years - 15 days  
over 10 years - 25 days



It would seem, based upon the comparables and the review of the entire situation, that the last best offer of the Township should be accepted. Therefore the Chairman, joined by the Township delegate, will award the last best offer of the Township. The Council 25 delegate dissents from such award.

#### SICK DAYS

The current contract provides for six sick days a year. Council 25's last best offer asks for the right to earn one sick day per month. The last best offer of the Township is ten days per year with no bank. Presumably, this means that all unused sick leave shall be paid for at the end of the fiscal year as provided in the current contract.

When compared with Pittsfield Township, Brownstown Township and Huron Township, the Chairman finds that each of those Townships do provide one day per month. Van Buren has a schedule that is unusual in that it is based on number of years of service. There is no question that on comparables, Sumpter Township has the least number of earned sick days. And an argument can be made that the Council 25 offer is more feasible, based upon the comparables.

The problem in this however is that the Township has only four regular full-time officers. Yet, the Township provides police services seven days a week, 16 hours per day. Under these circumstances, with such limited personpower, granting more sick time might exacerbate scheduling problems already tight because of the limited personpower. For these

reasons the Chairman of the Panel will vote with the Township delegate and accept the Township's last best offer of ten days per year with no bank, with the payment provision as provided in the current contract. The Council 25 delegate dissents.

#### SHIFT PREMIUM

In the present Collective Bargaining Agreement there is no shift premium for officers working other than the day shift. The Township proposes that there be no shift premium in the contract at issue here. And that is its last best offer. Council 25 proposes a shift premium of ten cents for afternoons and 20 cents for midnights. Pittsfield, Brownstown and Van Buren Townships have no shift premium. Only Huron Township has a shift premium. Based upon these comparables, the Chairman of the Panel is convinced that there should not be shift premiums. For this reason the Chairman will join with the Township delegate and vote to accept the last best offer of the Township. The Council 25 delegate dissents.

#### PENSION OR LONG-TERM DISABILITY PLAN

There is no pension or long-term disability plan in the current Agreement. The Township has proposed that there be neither of such plans in the proposed agreement. At the hearing, Council 25 did present evidence that Pittsfield, Brownstown, Van Buren and Huron Townships all have pension plans of one type or another. Council 25 proposed an adoption of a pension plan proposed by the Burnham & Flower Agency. The

Township resisted this program, suggesting that it had defects, was financed by a non-American company and generally was not, in its opinion, sound.

The Township nevertheless not only resisted the proposed plan but offered no alternative.

When the last best offers on the issue of pension were made the Township maintained its position and made no offer on pension plans or long-term disability plan, stating that the current Contract should have no provision for a pension plan. The comparables do not support this position. Nor is there a claim that the Township financially cannot move towards some pension plan.

Council 25 on the other hand, recognizing the defects in its initial position and recognizing that its original wage last best offer was 10% across the board for each of three years, modified its third year offer on wages to 8%. This modification was on the condition that it would make, in its last best offer on pension, a proposition that a committee consisting of at least two representatives of the Union and two representatives of the Township meet beginning April 1, 1986, to adopt a pension plan that will not cost the Township more than 2% of its police payroll. This is the 2% that Council 25 suggests that it was forgoing to obtain a pension or long-term disability plan. If the parties, according to the last best offer of Council 25, do not reach agreement by January 1, 1987,

on a pension plan or, in the alternative, a long-term disability plan, the 2% will be paid to officers in two equal installments on January 1, 1987, and March 31, 1987. Each officer receiving these payments must have worked 75% of available time, including vacation time and paid sick leave time, during the preceding fiscal year; namely, April 1, 1985, to March 31, 1986. If the officer has not worked 75% of the time, his 2% entitlement will be prorated.

The Chairman has mentioned long term disability. The last best offer as set forth above from Council 25 is in the alternative, either agreement on a pension plan or on a long term disability plan. The condition, however, of the agreement is that the pension plan or long term disability plan should not cost more than 2% for the last year of the contract; namely, April 1, 1986, through March 31, 1987, 2% of the police payroll. The plan, whether it be pension or long term disability, shall only take affect, if adopted, beginning April 1, 1986.

Based upon the comparables the Chairman joins with the Council 25 delegate and accepts the last best offer of Council 25 as set forth above. The Township delegate dissents.

#### RESIDENCY

The present agreement provides that the Township officers must live in Sumpter Township. Council 25 has made a last best offer that there be no residency requirement.

Sumpter Township, recognizing that there is a problem with available rental housing in Sumpter Township but also maintaining that it must have the ability to expect officers to

return to duty on call-in promptly, has proposed a requirement that an officer reside within a 15 mile radius of the Township's current border.

Recognizing the respective equities, the Chairman of the panel, joined by the Township delegate, will accept the Township's last best offer on residency. The Council 25 delegate dissents on the issue of residency.

#### RETROACTIVITY

The last best offers of Council 25 and the Township, respectively, agree that wages and all benefits should be retroactive to April 1, 1984, except as to pension or long term disability, and that retroactivity is set forth in the last best offer adopted by the Panel, namely, that of Council 25. The Panel unanimously accepts the identical last best offer of the parties on retroactivity.

#### SIGNATURES

Howard Draft, the Council 25 delegate to the Panel and Thomas J. Gondek, Sumpter Township delegate to the Panel, on the record made in this case before a court reporter stipulated to the waiver of their signatures to this Award. The statements made by the Chairman, per their agreement as to their respective positions, shall be considered binding on the parties. The parties were present, represented by Eugene Turmsull, Attorney for the Township and Robert Wines, Staff Representative for Council 25, and both agreed to this waiver of signatures.

### AWARD

The Award is as set forth in the Opinion for each issue in dispute. As indicated in the signature paragraph discussion, the signature of the Chairman will be construed as representing the majority award in each case. The Awards are set forth in detail in the opinion but are summarized as follows:

1. Wages. The last best offer of Council 25 awarded with the Township delegate dissenting.
2. Vacations. The last best offer of Township awarded with Council 25 delegate dissenting.
3. Sick Days. The last best offer of the Township awarded with Council 25 delegate dissenting.
4. Shift Premium. The last best offer of the Township awarded with Council 25 delegate dissenting.
5. Residency. The last best offer of the Township awarded with Council 25 delegate dissenting.
6. Pension - Long Term Disability Plan. The last best offer of Council 25 awarded with Township delegate dissenting.
7. Retroactivity. Mutual last best offer of parties awarded with unanimous Panel agreeing.

  
GEORGE F. ROUMELI, JR.  
Chairman

Dated: December 26, 1985