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ARB

*Taylor, City of*

STATE OF MICHIGAN  
BEFORE THE DEPARTMENT OF LABOR EMPLOYMENT RELATIONS COMMISSION

\*\*\*\*\*  
IN THE MATTER OF THE ARBITRATION BETWEEN: \*  
CITY OF TAYLOR \*  
\*  
-and- \*  
\*  
FRATERNAL ORDER OF POLICE, LODGE 123 \*  
TAYLOR POLICE OFFICERS' ASSOCIATION \*  
\*\*\*\*\*

OPINION AND AWARD

THIS ARBITRATION proceedings was held pursuant to the provisions of the Police-Fire-Fighters Arbitration Act, the same being Act #312 under Public Acts of 1969 of the State of Michigan as amended; wherein, it is provided that the decision of the Arbitration Panel, created pursuant thereto, shall be final and binding upon the parties to said proceeding.

Several hearings were held before the Arbitration Panel consisting originally of Mr. Harry H. Young, representing the City of Taylor and Mr. Howard Draft, representing Lodge 123, Fraternal Order of Police, with Mr. J. Willard Carpenter, as the Impartial Chairman; and thereafter, Mr. Clell Bruner representing Lodge 123, Fraternal Order of Police and Mr. Marvin Walkon representing the City of Taylor; and subsequently, Lodge 123 was represented by Mr. Russell Kulanski, during which time, proofs through the testimony of various witnesses and arguments were presented by each of the parties hereto, respecting their individual positions concerning the issues as presented to said Panel, for determination.

At the conclusion of the hearings, which were seven in number, the parties were given the right to file Post-Hearing Briefs or to give a verbal summation before the said Arbitration Panel

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*Carpenter, J. Willard*

with respect to their individual positions; whereupon, it was agreed by the parties hereto that formal Last Offers and Post-Hearing Briefs would be filed with the Arbitration Panel, by each of the parties hereto, within a period of two weeks after each of the parties respectively, have received all of the transcripts of the testimony taken at the hearings conducted herein and that each party thereafter would have one week from the date of the filing of their respective Last Offer to respond to each others Post-Hearing Brief; and, that thereafter, the Arbitration Panel would meet upon call of the Chairman to consider each of the issues presented and come to a determination with respect to the same.

The following appearances in behalf of each party were noted in the record of the proceedings:

FOR THE CITY:

MR. ORLANDO VARGAS  
Attorney at Law

MR. FRANK SALAMONE  
Personnel Director

FOR LODGE 123:

MR. JOHN A. LYONS  
Attorney at Law

MR. JOHN MANGRUM  
Vice-President, Lodge 123

I S S U E S

The issues, as presented by each of the parties hereto at the beginning of the hearings held herein, consist of the following:

CITY ISSUES

1) Separation of Supervisory Employees - (Non-Economic)

The parties stipulated to two separate bargaining units. One unit will be comprised of captains, lieutenants and sergeants and is to be called the Taylor Command Officers Association Lodge 123, FOP. The other bargaining unit would encompass corporals, detectives, and patrolmen and is to be called the Taylor Police Officers Association. The City adheres to this position.

## CITY ISSUES

### 2) Compensatory Time (Economic)

All compensatory time which a police officer has accumulated will be paid to the officer within ninety (90) days of the rendering of an Award by the Arbitration Panel. Effective July 1, 1975, all compensatory time will be eliminated from the Agreement and all time thereafter shall be paid in cash. The only exception to this rule will be police officers who are enrolled in a course leading to a degree in law enforcement. For these so enrolled officers, they shall be allowed to accumulate up to twenty-four (24) hours of compensatory time.

### 3) Grievance Procedure (Non-Economic)

Article VI Section 2 D Step 3 of the agreement shall be modified by replacing the word "mayor" with the words "Director of Personnel."

### 4) Grievance Procedure (Non-Economic)

Article VI Section 2 E (8) of the agreement shall be modified by substituting the following language:

"It is agreed between the parties that in cases involving discipline for more than 30 days or discharge, they may be appealed to the Public Act 78 Commission. All other grievances may be appealed to Arbitration."

### 5) Maintenance of Conditions (Non-Economic)

Article VIII Section 2 shall be modified to eliminate the words "or otherwise."

### 6) Physical Examinations (Non-Economic)

Article XI Section 1 shall be modified to change the third word "shall" to "may."

### 7) Time Off for Union Business (Economic)

Article IV Section 3 of the agreement to be eliminated from the agreement.

### 8) Court Time (Non-Economic-previously designated Economic)

The City proposes that the two (2) sections of the agreement Article XIII Section 8 and Article XXI, be combined into one section preferably designated Article XXI. The City does not request either an increase or decrease on how Court time is paid, only that the sections be combined.

### 9) Amending Ordinances (Non-Economic)

Article VIII Section 3 to be modified to read:

"This agreement shall supercede and rules and regulations, Ordinance or Resolution of the municipality inconsistent herewith."

## CITY ISSUES

### 10) Employee Injuries (Economic)

The City withdraws its request for change in Article XV, Section 2.

### 11) Employee Injuries (Economic)

Article XV Section 3 shall be eliminated and in lieu thereof Article XX Section 1 shall be modified on the following basis:

"The municipality shall provide for each employee life and accident insurance of \$25,000.00 double indemnity and quadruple indemnity if killed in the line of duty, and agrees to continue for each employee a sickness and accident insurance of \$50.00 weekly benefits for twenty-six (26) weeks. The premium cost paid by the municipality. The present life insurance policy in effect will continue until a new policy is obtained for the required amounts. The City shall make every reasonable effort to obtain the required policy promptly."

(Subsection A shall remain as presently in the Agreement.)

### 12) Holiday Pay (Economic)

Article XIX Section 2 and Section 3 shall be modified as follows:

"Section 2: Employees who do not work the holiday will not receive any additional pay.

Section 3: An employee who is scheduled to work on a holiday through normal rotational period or cycle will be paid time and one-half (1 1/2) in addition to his holiday pay.

Section 4: An employee who is not scheduled to work on a holiday but is called in as a replacement to work on a holiday and works will be paid double time (2) in addition to his holiday pay."

and as part of the above changes, the salary schedule shall contain a two percent (2%) increase in base salary effective January 1, 1975.

## UNION ISSUES

### ECONOMIC ISSUES

#### I. & II Wages (Article XXII)

The Lodge, after considerable deliberation has revised their position as presented to the panel and would submit the following wage scale upon which retroactivity is requested:

## UNION ISSUES

### ECONOMIC ISSUES

#### I. & II. Wages (Article XXII) continued.

	<u>1974/1975</u>	<u>1975/1976</u>
Patrolman (top)	\$15,288	\$16,827
Corporal	15,995	17,597
Sergeant	17,202	18,928
Lieutenant	18,428	20,280
Captain	19,635	21,590

These increases represent an approximate 10% upgrade in wages, considerably less than the 14% advanced during the hearings. This position is supported by the City's witness (p. 158-159, Trans., January 15, 1975).

- II. The Lodge requests that the amount of time required to receive maximum pay for patrolmen be reduced from 39 months to 24 months. The evidence presented certainly supports such a demand and, therefore, the following increment increases are suggested.

	<u>1974/1975</u>	<u>1975/1976</u>
Patrolman (start)	\$11,024	\$12,126
6 months	11,856	13,041
12 months	12,854	14,144
18 months	14,081	15,496
top 24 months	15,288	16,827

#### III. Duration

The Lodge requests retroactivity on the wage increase for 1974/1975 because the parties have been in continuous negotiations and/or arbitration since early 1974. Therefore, we request retroactivity to July 1, 1974.

#### IV. Cost of Living Allowance

The Lodge requests a cost-of-living allowance in the second year of the agreement--1975/1976. The cost of living should be similar to that of other employees as contained in Appendix "C" of City Exhibit 31. Evidence indicated that all employees, including the Mayor, City Council, etc., except police and fire receive a cost of living. We would request a cap of one-half (1/2) the hourly rate received by general city employees be granted. Likewise, we suggest that the minimum be no less than twenty cents (.20) per hour as is the general city employees.

#### V. Hospitalization

The Lodge requests that the major medical coverage be continued but that the drug rider with a Two Dollar (\$2.00) deductible being made effective immediately.

Moreover, we request a dental rider to become effective August 1, 1975. General city employees have such a

## UNION ISSUES

### V. Hospitalization - continued

plan as can be seen from p. 47, Article 27, S5 of City Exhibit 31. Therefore, we suggest exactly the same, to-wit:

"Effective August 1, 1975, the City will provide an insurance rider for Delta Dental Insurance, Class I and II. Full family coverage with \$600.00 maximum per person, per year. Insurance carrier pays 50% of dental bill. Employer pays full insurance premium."

### VI. Life Insurance (Article XX)

Life insurance coverage should be increased to \$25,000 with a \$100,000 accidental death provision.

### VII. Personal Business Days

The Lodge has no person business days allowed. We, therefore, request three (3) personal days without loss of pay, not deducted from any other benefit, to be used in any manner where reasonable notice to the employer is given.

### VIII. Retirement (Article XII)

The Lodge requests that this issue be granted in the second year of the contract--1975/1976. It is clear from the testimony that Act 345 provides for such a provision; likewise there are departments with such a provision (p. 41 ff, Trans. January 3, 1975). The reasons advanced for such a provision were detailed in the testimony, but if we accept the evidence in Union Exhibit 1 as to the workload of Taylor Police Department, then there is a sound basis in fact for such a provision. Therefore, we request that an employee of the police department be allowed to retire after twenty-five (25) years of service regardless of age.

### IX. Holiday (Article XIX)

The Lodge does not request an additional holiday. More importantly, it is the position of the Lodge that holiday pay remain as set out in case number 54-39-0487-B, AAA, dated January 5, 1974, Union Exhibit 5. There was not one cogent reason put forth by Mr. Salonone, who did not even know how the employees were paid, to change the effect of the above mentioned arbitration award. The entire issue was arbitrated in the above case, as testified by Sgt. O'Malley, who was a party in the holiday pay arbitration (p. 129 ff, Trans. December 23, 1974).

## UNION ISSUES

### X. Longevity (Article XII, S4)

The Lodge will withdraw its demand for increased longevity benefits and request that the panel leave the benefit as set out in the agreement.

### XI. Shift Differential

Shift differential should be paid as follows:

- (a) Shifts starting between 7:00 p.m. and 5 a.m. are midnight shifts and a premium of Twenty-five cents (\$.25) per hour shall be paid.
- (b) Shifts starting between 10:30 a.m. and 7:00 p.m. are the afternoon shifts and a premium of Fifteen cents (\$.15) per hour shall be paid.

As testified by John Mangrum, six of ten downriver communities have a shift differential premium. Moreover, most of the comparable 60,000 to 100,000 population communities have a shift premium allowance (pp. 46-58, Trans., December 23, 1974).

### XII. Union Business (Article IV)

We request that this provision remain the same as in the agreement which is consistent with virtually every labor agreement with an FOP bargaining unit as can be readily seen from examination of the exhibits submitted. Moreover, the current practice as is in the agreement was in effect prior to collective bargaining--well over 20 years (p. 147, Trans., January 15, 1975). It presents no administrative problems, supra.

### XIII. Educational Incentive

We would modify the request as presented in the hearings to reflect the following. A yearly bonus shall be paid as an incentive to achieve higher education according to the following schedule:

Associate Degree	\$200.00
Bachelor Degree	\$400.00
Master's Degree	\$800.00

This demand is consistent with all forward thinking communities and is supported by the city witness, Chief Quiel (p. 126, Trans., January 15, 1975).

### XIV. Hours of Employment (Article XII, S21A (1) )

The Lodge believes that the "choice day" in a twenty-eight day schedule should be given to the employee as his choice. This "choice day" occurs because of scheduling--under the current method of scheduling an employee without the choice day off would automatically work one extra day in each 28 day period--therefore, it was necessary to grant a "choice day." The scheduling is not of the employee's doing--it is a management prerogative; therefore, the Lodge suggests that the "choice day" off be at the employee's option.

## UNION ISSUES

### NON-ECONOMIC ISSUES

#### I. Contracting-out

This issue deals with the City's right to establish the Park Ranger classification. As was stated in the testimony of both Sgt. O'Malley and Mayor Marshall, most of the Park Rangers were Auxiliary Police. As a fact, Mr. Marshall testified that the City "took the auxiliaries and called them Park Rangers" (p. 126-127, Trans., January 3, 1975). Moreover, Sgt. O'Malley testified that the Park Rangers are performing work which was previously assigned to members of the bargaining unit (pp. 142, Trans., December 23, 1974).

The Park Ranger classification was simply used as an attempt to circumvent the statutory restrictions on the use of Auxiliary Police, M.S.A. 4.823 (66). Likewise, the Attorney General has stated that Auxiliary Police may only be used for the limited purpose of civil defense. (Opinion of Attorney General, June 29, 1972).

It was suggested by the Mayor in his testimony that the Park Rangers have no power to arrest but have power to enforce an ordinance. It would appear that the two ideas are mutually exclusive. However, Sgt. O'Malley testified that Park Rangers were indeed making arrests. Likewise, it is clear from Union Exhibit 11 that as late as January 11, 1975, Park Rangers did in fact make an arrest.

It is the position of the FOP that this unilateral assignment of Auxiliary Police is (1) an erosion of the bargaining unit in violation of Article II, § 2 and Article VIII §1 and 2 of the Collective Bargaining Agreement; (2) is in violation of the Civil Service Act (Act 78) in effect in the City of Taylor under M.C.L.A. 38.511(c), M.S.A. 5.3361 (c); (3) is in violation of the Law Enforcement Officers Training Council Act of 1965, as amended, which sets minimum employment standards of police officers; and (4) lastly that in light of the recognized shortage of police officers in the City of Taylor, it is an affront to the sworn officers to allow other City employees to perform their duties.

#### II. Duration (Article X)

It is the position of the Lodge that the term of the contract should be two years beginning July 1, 1974 and ending June 30, 1976.



CITY ISSUES

I. Separation of Supervisory Employees (Non-Economic)

Discussion

This issue was the subject of discussion by the parties prior to the hearing herein with the result that during the formal hearing before the Arbitration Panel, it was stipulated and agreed by the parties hereto that there shall be two (2) separate bargaining units for the Department of Police. The one to be composed of captains, lieutenants and sergeants of the department and would be called the Taylor Command Officers Association, Lodge 123, FOP. Whereas, the other unit would consist of corporals, detectives and patrolmen and shall be called the Taylor Police Officers Association with the Lodge number to be determined by the parties; and in view of this stipulation, this Panel makes the following award.

Award

There shall be two (2) separate and distinct bargaining units within the Police Department for the City of Taylor, State of Michigan. The one unit to be composed of captains, lieutenants and sergeants in the department, which shall bear the name, "Taylor Command Officers Association, Lodge 123, FOP." The other bargaining unit shall be composed of corporals, detectives and patrolmen and shall be called the Taylor Police Officers Association with the Lodge number to be determined by the parties.

II. Compensatory Time (Economic)

Discussion

The existing Collective Bargaining Agreement between the parties hereto, which was entered into on May 14, 1973, effective July 1, 1972, provides the following with respect to compensatory time:

Article XIII, Section 5, Subdivisions B & C

"B. An employee may have the choice of applying overtime he worked to compensatory time at the straight time hourly rate at which it was earned.

C. The maximum compensatory time which may be accumulated is sixty (60) hours; this may be accumulated by forty (40) hours of overtime at time and one-half, or sixty (60) hours of straight time, that is court time, or any combination thereof."

## II. Compensatory Time

### Discussion

The Arbitration Panel agrees with the position taken by the Union with respect to this issue; and in view of the fact that the accumulation of compensatory time is limited, we are of the opinion that the requests of the City of Taylor with respect to compensatory time, particularly in view of the fact that the proof presented by the City established only that a saving in recording and bookkeeping time was the prime basis for the City's request in this issue; and accordingly, the request of the City of Taylor in this issue is denied.

### Award

The request of the City of Taylor, as recited herein, is denied, and the provisions of Article XIII, Section 5, Subdivisions B and C as contained in the current Collective Bargaining Agreement, shall be retained and be used in the succeeding Collective Bargaining Agreement to be executed by the parties.

## III. Grievance Procedure (Non-Economic)

### Discussion

Article VI, Section 2, Subdivision D, Step 3 reads as follows:

"D. STEP THREE: If a satisfactory settlement is not reached in STEP TWO, the Lodge may submit the matter to the Mayor of the City of Taylor or his designee within five (5) days (excluding Saturdays, Sundays and holidays), following receipt of the Chief of Police's written disposition of the dispute. The Mayor or his designee shall, upon receipt of the dispute, make written disposition of the same within five (5) days (excluding Saturdays, Sundays and holidays)."

It is proposed that the Director of Personnel of the City of Taylor be substituted in the place and stead of the Mayor, as provided therein.

### Award

Article VI, Section 2, Subdivision D, Step 3 shall hereafter provide that the submission mentioned therein shall have the attention of the Director of Personnel instead of the Mayor of the City of Taylor; and wherever the title of "Mayor" is used in said paragraph, the title of "Director of Personnel" shall be substituted therefor.

## CITY ISSUES

### IV. Grievance Procedure (Non-Economic)

#### Discussion

Article VI, Section 2-E, Step Four, Subdivision 8 reads as follows:

"(8) It is agreed between the parties that in terminal actions, the Lodge will have the option of which form of remedy they wish to choose, either final and binding arbitration or Public Act 78.

It is proposed that the aforesaid section be modified so as to eliminate the option to select the form of remedy; and from the proofs as adduced by the parties herein, it is the opinion of this Arbitration Panel that the proposal made by the City of Taylor in this issue should be accepted.

#### Award

It is hereby directed that Article VI, Section 2-E, Step Four, Subdivision 8, as hereinbefore set forth, shall be substituted by the following language:

"It is agreed between the parties that in cases involving discipline for more than 30 days or discharge, they may be appealed to the Public Act 78 Commission. All other grievances may be appealed to Arbitration."

### V. Maintenance of Conditions (Non-Economic)

#### Discussion

Article VIII, Section 2 reads as follows:

"The Municipality will make no unilateral changes in wages, hours, benefits and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise."

It is the opinion of this Arbitration Panel from the testimony, as presented, that the words, "or otherwise," might be the basis for some disagreement or confusion; and therefore, it is the decision of this Panel that Article VIII, Section 2 shall be modified so as to eliminate the words, "or otherwise."

#### Award

It is hereby directed that Article VIII, Section 2, as set forth on page 8 of the existing Collective Bargaining Agreement, shall be modified so as to eliminate therefrom the words, "or otherwise."

### VI. Physical Examinations (Non-Economic)

#### Discussion

Article XI, Section 1 of the existing Collective Bargaining Agreement reads as follows:

## CITY ISSUES

### VI. Physical Examinations (Non-Economic)

#### Discussion - continued

"Section 1: The employer shall, at its expense, provide each employee an annual physical examination including, but not limited to, chest X-ray and electrocardiogram, sigmoidoscopic and blood tests. Such examination shall be scheduled as nearly as possible on the anniversary date of the employee's last physical examination. Further, such examination shall be scheduled in a manner which will assure the employee that he shall neither be required to suffer a diminution in pay or use his own free time for the physical examination."

From the proof, as presented in these proceedings, it is the opinion of the Panel, that the word, "shall," appearing for the third time in said section should be modified to the word, "may," so as to give appropriate latitude to the parties with reference to the subject matter.

#### Award

It is directed that Article XI, Section 1, as hereinbefore quoted, shall be modified so as to change the third "shall" as contained therein, to read, "may."

### VII. Time Off for Union Business (Economic)

#### Discussion

Article IV, Section 3 provides for time off by authorized members of the Bargaining Unit to attend the State Lodge Annual Conventions and the National Conventions. The City proposes that this provision of the existing Collective Bargaining Agreement be eliminated.

From the evidence presented to this Arbitration Panel, it appears that the said section has been in practice by the parties for a considerable period of time and one of the witnesses for the City of Taylor testified that no administrative burden was created by the provisions of Article IV, Section 3 of the Collective Bargaining Agreement; and after due consideration of the overall testimony presented by both of the parties hereto concerning the subject matter, this Arbitration Panel is of the opinion that the request of the City with reference to this issue should be denied.

## CITY ISSUES

### VII. Time Off for Union Business (Economic)

#### Award

It is directed that the request of the City, as recited in this issue is hereby denied and Article IV, Section 3, shall continue to be part and parcel of the next Collective Bargaining Agreement to be executed by the parties hereto.

### VIII. Court Time (Non-Economic)

#### Discussion

Article XIII, Section 8 and Article XXI, as set forth in the existing Collective Bargaining Agreement between the parties, covers the same subject matter, to-wit: "Court Time;" and it is the request of the City in this issue, that Article XIII, Section 8 and Article XXI be combined into one section to be designated as Article XXI; and since this is the only request by the City in this issue, it is the opinion of this Arbitration Panel, based upon the testimony produced with reference to the same, that the two articles should be combined; inasmuch as they cover the same subject matter.

#### Award

It is hereby directed that Article XXI, and Article XIII, Section 8, shall be combined into one section, and the two be designated as Article XXI, in the new Collective Bargaining Agreement.

### IX. Amending Ordinances (Non-Economic)

#### Discussion

In this issue, the proofs, as presented to the Arbitration Panel, established the fact of conflict between rules and regulations adopted by the Municipality or any division thereof, plus the adoption of an ordinance or resolution by the governing body of the Municipality, which, in effect, would prove to be inconsistent with the provisions of the Collective Bargaining Agreement, as adopted between the parties hereto, and it is the opinion of the Arbitration Panel, that language should be incorporated in the new proposed Collective Bargaining Agreement to prevent the possibility of such a conflict occurring.

## CITY ISSUES

### IX. Amending Ordinances (Non-Economic)

#### Award

The Panel directs that the following provision shall be incorporated in the Collective Bargaining Agreement to be executed by the parties hereto:

"This Agreement shall supercede any rules and regulations, ordinances, resolutions, acts or orders of the Municipality insofar as the same would be inconsistent or conflict in any way with the agreement." (Union Brief p. 10)

### X. Employee Injuries (Economic)

#### Discussion

Counsel representing the City of Taylor in these proceedings withdrew from consideration by the Arbitration Panel their proposal to change Article XV, Section 2 of the present Collective Bargaining Agreement existing between the parties; and, therefore, no action was taken by the Panel with reference to the subject matter.

#### Award

No award.

### XI. Employee Injuries (Economic)

#### Discussion

Article XV, Section 3 of the existing Collective Bargaining Agreement reads as follows:

"Section 3: If any employee's death is a result of an on-the-job event, or while off duty and acting in the capacity of his oath of office, his survivors (wife and/or children) will receive one-half (1/2) of the employee's wages until all the children reach the age of eighteen (18) years, in addition to the other benefits which a widow normally receives under the circumstances from the City of Taylor."

The City of Taylor proposes that such provision be entirely eliminated and that the new Collective Bargaining Agreement to be executed between the parties, be modified so that the subject matter is provided for in Article XX, Section 1 of the existing Collective Bargaining Agreement, to the end that the said section is appropriately modified by the use of language, as proposed by the City of Taylor in the new Collective Bargaining Agreement, to which no objection was made by the Union herein; and this Panel, therefore, awards the following:

## CITY ISSUES

### XI. Employee Injuries (Economic)

#### Award

Article XV, Section 3 of the existing Collective Bargaining Agreement shall be entirely eliminated and Article XX, Section 1 shall be modified in the new Collective Bargaining Agreement so as to read as follows:

"Even on gross amounts, an officer who's youngest child is 5 or older would receive a larger gross amount."

### XII. Holiday Pay (Economic)

#### Discussion

In this issue, we have the testimony of Mr. Frank Salamone, to the effect that pursuant to the terms of the existing Collective Bargaining Agreement between the parties and particularly Article XIX, which reads as follows:

"Section 1: Holidays with pay at the regular rate shall be New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and all election days except school elections.

Section 2: All employees shall be compensated with an extra day's pay at his prevailing rate, for each holiday.

Section 3: An employee who works on any holiday listed above shall be paid, in addition to his holiday pay, at the rate of one and one-half times the prevailing hourly rate."

The City of Taylor is required to pay double time, double time and one-half and triple time for the holidays, as enumerated therein, plus election days, other than school elections, as they occur and that such payment resulted from the award in an arbitration proceeding, which interpreted the foregoing language with the result that the unit members are presently being paid for twenty-eight (28) hours for holidays when it was the intention of the City to pay a total of twenty (20) hours for each such holiday. The proposed alteration in the particular article is sought by the City of Taylor so as to bring the payment in line with what the City originally intended and likewise to conform with other public employee contracts and while this Arbitration Panel finds no fault with the Arbitrator's

## CITY ISSUES

### XII. Holiday Pay (Economic)

#### Discussion - continued

award in interpreting the present language, the Panel nevertheless feels that such payment is excessive and that a survey of comparable communities fails to disclose a similar payment; and therefore, it becomes the opinion of the Panel, that the language proposed by the City of Taylor, to-wit:

"Section 2: Employees who do not work the holiday will not receive any additional pay.

Section 3: An employee who is scheduled to work on a holiday through normal rotational period or cycle will be paid time and one-half (1 1/2) in addition to his holiday pay.

Section 4: An employee who is not scheduled to work on a holiday but is called in as a replacement to work on a holiday and works will be paid double time (2) in addition to his holiday pay."

should be provided in the new Collective Bargaining Agreement; provided, however, and upon condition, that the salary schedule, as determined by this Arbitration Panel shall provide for an additional two percent (2%) increase in base salary for the unit members, to be effective as of January 1, 1975.

#### Award

It is directed that Article XIX, Sections 2 and 3 of the existing Collective Bargaining Agreement shall be modified, as proposed by the City of Taylor, the same being Item #12 on Page 4 of the Last Offer of Settlement, and the new Collective Bargaining Agreement shall contain the following:

"Section 2: Employees who do not work the holiday will not receive any additional pay.

Section 3: An employee who is scheduled to work on a holiday through normal rotational period or cycle will be paid time and one-half (1 1/2) in addition to his holiday pay.

Section 4: An employee who is not scheduled to work on a holiday but is called in as a replacement to work on a holiday and works will be paid double time (2) in addition to his holiday pay.

and as part of the above changes, the salary schedule shall contain a two percent (2%) increase in base salary effective January 1, 1975."



## UNION ISSUES

### Economic

#### I. & II. Wages

##### Discussion

In this issue, the Arbitration Panel has had the benefit of considerable testimony and a variety of exhibits with reference to comparable salary schedules of other communities; and due and proper attention and study has been given to such testimony and exhibits and after due deliberation, it becomes the opinion of this Panel that the salary schedule, as proposed by the City of Taylor in their Last Offer of Settlement, more nearly complies with the applicable factors, as prescribed by law; and accordingly, it is the decision of the Panel that the salary schedule, being Article XXII of the present Collective Bargaining Agreement, shall be modified to reflect the following increases:

- "a) Effective July 1, 1974, all employees shall receive an across the board increase of eight percent (8%).
- b) Effective July 1, 1975, all employees shall receive an across the board increase of six percent (6%).

##### Award

It is hereby directed that the proposed new Collective Bargaining Agreement between the parties hereto shall provide only for the modification of the salary schedule as contained in Article XXII of the existing Collective Bargaining Agreement, so as to provide for the following increases:

- "a) Effective July 1, 1974, all employees shall receive an across the board increase of eight percent (8%).
- b) Effective July 1, 1975, all employees shall receive an across the board increase of six percent (6%).

and that the request of the Union for a reduction in the amount of time required for patrolmen to reach the maximum pay for patrolmen is denied.

#### III.

##### Duration

##### Discussion

Retroactivity to July 1, 1974 of the wage increases is requested by the Union, to which the City of Taylor agrees.

##### Award

It is directed that the wage increases, as provided for herein shall be retroactive to the 1st day of July, 1974.

## UNION ISSUES - Economic

### IV. Cost of Living Allowance

#### Discussion

In considering the within subject matter, the Arbitration Panel explored the pros and cons of a cost-of-living allowance, as proposed by the Union herein, with due consideration being given to contracts covering other municipal employees and adjacent communities and as well the cost-of-living provision covering all other employees of the City of Taylor; and after due consideration, it becomes the opinion of this Arbitration Panel, that the request of the Union as set forth in their Statement of Last Offer is fair and reasonable and should be and become a part and parcel of the new Collective Bargaining Agreement to be executed by the parties to this proceeding.

#### Award

It is directed, that a cost-of-living allowance be granted to the members of the within bargaining unit in the second year of the new Collective Bargaining Agreement, which would cover the years, 1975 and 1976 and that such cost-of-living should be the same, as that provided for other City employees, as contained in Appendix C of the City of Taylor's Exhibit #31 herein with a cap of one-half (1/2) the hourly rate received by general City employees and a minimum of no less than twenty (20) cents per hour.

### V. Hospitalization

#### Discussion

In this issue, proper consideration has been given by this Arbitration Panel to the respective proposals of the parties hereto in their Last Offer of Settlement documents; and upon reference to the testimony, as presented in these proceedings and as well comparable contracts, this Arbitration Panel comes to the conclusion that the proposal, as set forth by the City of Taylor in their Last Offer of Settlement is a reasonable and fair disposition of this issue; and accordingly, this Arbitration Panel denies the proposal made by the Union herein in their Last Offer of Settlement and adopts the proposal made by the City of Taylor.

UNION ISSUES - Economic

V. Hospitalization

Award

The current Blue Cross-Blue Shield coverage, as provided for the effected employees herein, shall be increased by the addition of a drug rider on the same basis, as provided in the contract covering other employees of the City of Taylor, such drug rider would become effective on August 1, 1975.

VI. Life Insurance

Discussion

The Arbitration Panel has already considered the proposal #11, as proposed by the City of Taylor in their Last Offer of Settlement, and the same has been approved and accepted by the Panel and such proposal meets with the agreement of the Union herein; and therefore, the Arbitration Panel finds it unnecessary to make a specific award except to reaffirm the award, as made with reference to Item #11 of the City of Taylor's Last Offer of Settlement.

Award

The Arbitration Panel hereby reaffirms the Award made in the City of Taylor's proposal #11, which is acceptable to the Union herein.

VII. Personal Business Days

Discussion

Reference has been made by the Arbitration Panel to the proofs adduced by the parties with reference to this issue and comes to the conclusion that the request of the Union herein should be denied.

Award

It is directed that no provision be made in the new Collective Bargaining Agreement for personal business days to be provided members of the bargaining unit, without loss of pay.

VIII. Retirement

Discussion

After a thorough study of the proofs, as presented with reference to this issue, the Arbitration Panel is not

UNION ISSUES - Economic

VIII. Retirement

Discussion - continued

convinced that the request of the Union should be granted; and accordingly, it becomes our opinion that the same should be denied.

Award

It is directed, that the request of the Union in this issue be denied.

IX. Holiday

Discussion

The issue herein was the subject of several hours of consideration by the members of the Arbitration Panel and the decision with reference to the subject matter is set forth under item #12 of the City Issues, as provided in their Last Offer of Settlement presented to the Panel; and, therefore, the award of the Panel under City Issue #12 comprises the answer to the instant issue.

Award

Article XIX of the existing Collective Bargaining Agreement shall be modified so as to conform to the provisions as set forth under City Issue #12, as contained in the City's Last Offer of Settlement.

X. Longevity

Discussion

In this issue, the Union withdrew its demand for an increase in longevity benefits and so such benefits shall remain the same, as presently provided, in the existing Collective Bargaining Agreement between the parties.

Award

Longevity benefits shall remain as presently provided in the existing Collective Bargaining Agreement between the parties hereto.

XI. Shift Differential

Discussion

Due consideration was given to the testimony of Mr. John Mangrum regarding the subject matter of this issue and study was made with reference to other communities, where a shift differential premium is provided in the

UNION ISSUES - Economic

XI. Shift Differential

Discussion - continued

Collective Bargaining Agreement, and this Arbitration Panel is convinced that the request of the Union in this issue should be granted.

Award

It is directed that the new Collective Bargaining Agreement to be executed between the parties hereto shall provide for a shift differential to be paid as follows:

"(a) Shifts starting between 7:00 p.m. and 5 a.m. are midnight shifts and a premium of Twenty-five Cents (\$.25) per hour shall be paid.

(b) Shifts starting between 10:30 a.m. and 7:00 p.m. are the afternoon shifts and a premium of Fifteen cents (\$.15) per hour shall be paid."

XII. Union Business

Discussion

In this issue, the parties agreed that the provisions of Article IV of the present existing Collective Bargaining Agreement shall remain the same as presently provided, to become part of the new Collective Bargaining Agreement between the parties.

Award

Article IV of the Collective Bargaining Agreement existing between the parties hereto shall be incorporated in and become a part of the new Collective Bargaining Agreement to be executed between the parties.

XIII. Educational Incentive

Discussion

The testimony, as presented by Raymond L. Quiel, Chief of Police, for the City of Taylor, supports the proposal as made by the Union in this issue, and the Arbitration Panel, after due consideration, is of the opinion that the payment of an incentive, as proposed by the Union in its Last Offer, the same being as follows:

"Associate Degree	\$200.00
Bachelor Degree	\$400.00
Master's Degree	\$800.00

should be incorporated in the new Collective Bargaining Agreement to be executed by the parties to this proceeding.

## UNION ISSUES - Economic

### XIII. Educational Incentive

#### Award

The request of the Union, as heretofore stated, shall be and become part of the new Collective Bargaining Agreement to be executed by the parties to this proceeding.

### XIV. Hours of Employment

#### Discussion

In this issue, there appears to be no material difference between the proposal made by the Union and that made by the City except that the City delineates the particular language to be incorporated in the new Collective Bargaining Agreement to be executed by the parties, which the Arbitration Panel believes, expresses the mutual wish of the parties; and, therefore, it becomes our opinion that the proposed language be used to cover the subject matter in the new Collective Bargaining Agreement.

#### Award

It is directed that the following language be incorporated in the new Collective Bargaining Agreement to cover the subject matter:

"An officer shall, on return from his long weekend, indicate to the platoon Lieutenant his desired selected off day, but in no event shall his choice be less than with a 48 hour notice. The selected off day shall be assigned on the basis of seniority and the manpower needs of the shift selected."

## Non-Economic Issues

### I. Contracting-Out

#### Discussion

Considerable testimony was received by the Arbitration Panel concerning the subject matter of this issue and particularly the operations of the so-called Park Ranger classification; and it is the opinion of the Arbitration Panel, that the assignment of Auxiliary Police or so-called Park Rangers, as described in the testimony adduced on the subject matter by both of the parties hereto at the hearing hereof, established the fact that the same constitutes an erosion of the rights established through the Collective Bargaining Agreement for members of the Bargaining Unit and should be discontinued.

UNION ISSUES - Non-Economic

I. Contracting-Out

Award

It is directed that appropriate language be inserted in the new Collective Bargaining Agreement, which will terminate and hereafter eliminate the creation of any unit, which would permit the performance of any work previously assigned to and a part of the duties of members of the Bargaining Unit.

II. Duration

Discussion

Both of the parties have agreed that the new Collective Bargaining Agreement to be executed by the parties hereto shall have as its beginning, July 1, 1974 and its termination, June 30, 1976.

Award

The Collective Bargaining Agreement to be executed by the parties hereto shall have a beginning date of July 1, 1974, and a termination date of June 30, 1976 and Article X, Section 1 and 2 thereof shall read as follows:

"Section 1. This Agreement shall be effective the 1st day of July, 1974, and shall remain in force and effect to and including June 30, 1976.

Section 2. The parties agree that, commencing not later than April 1, 1976, they will undertake negotiations for a new agreement for the succeeding period."

Because of the large number of issues, the Chairman of your Arbitration Panel has, in each instance, reduced the discussion of each separate issue to a minimum, however, all concerned may rest assured that the conclusions reached, as hereinbefore awarded, are the result of long and honest effort on the part of each member of the Panel to arrive at a fair and just determination of each respective issue; and while the members of the Panel did not unanimously agree as to each issue, this report is the result of the honest effort by each member.

RESPECTFULLY SUBMITTED:

ARBITRATION PANEL

Nann Walton  
CITY OF TAYLOR DESIGNEE

Charles J. Thomas  
LODGE 123-DESIGNEE

With Dissent as to Items:

pg 10 II, pg 12 VII, pg 18 IV

pg 22 XIII, pg 23 XIV

With Dissent as to Items:

pg XII - P. 18 I & II - P. 18 III

P. 19 VII and P. 20 VIII

Richard O. O'Connell  
CHAIRMAN

Dated at St. Clair Shores, Michigan  
this 31st day of MARCH, 1975.