

6/1/72 ARB

Three Rivers,
City of

STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
COMPULSORY ARBITRATION (ACT 312 1969)

In re:

COMPULSORY ARBITRATION BETWEEN CITY
OF THREE RIVERS, MICHIGAN, A MUNICIPAL
CORPORATION,

-and-

LOCAL UNION NO. 214, AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAM-
STERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA.

6/1/72

ARBITRATION PANEL'S
FINDINGS, OPINION AND ORDER

Appearances:

For the City of Three Rivers,
Michigan, a Municipal corpo-
ration,
James L. Stokes, Esq.
Attorney-at-law

Appearances:

For Local Union No. 214,
Affiliated with the International
Brotherhood of Teamsters, Chau-
ffeurs, Warehousemen and Helpers
of America,
Joseph Valenti, Esq.

JURISDICTION

This is a compulsory arbitration hearing pursuant to
Act 312 of the Public Acts in the State of Michigan, 1969, MSA 17.455
(31) et. seq.; MCLA 423.231 et. seq. The City of Three Rivers,
Michigan (hereinafter referred to as "City" or "Three Rivers"),
and Teamsters Local No. 214 representing the City's Police Depart-
ment employees (hereinafter sometimes referred to as "Union" or
"Police") have a collective bargaining relationship. The most
recent collective bargaining contract between the City and the
Police expired on December 31, 1971. Prior to the expiration
of said contract and subsequently, the parties attempted to
negotiate a new collective bargaining agreement, but though

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invoking mediation, these parties came to an impasse. As a result, they agreed to appoint an Arbitration Panel. Mr. Earl P. Wagner was appointed as the City's representative and Mr. Paul Gully was appointed as the Union's representative to the Panel. Mr. Wagner and Mr. Gully agreed to appoint the undersigned, George T. Roumell, Jr., as Chairman of the Arbitration Panel pursuant to Act 312 and so advised the Michigan Employment Relations Commission Chairman, Robert G. Howlett.

The Panel met by agreement in the City of Three Rivers, Michigan, on May 3, 1972. At that time, both the City and the Union waived all time limits provided for in Act 312 as to all issues. Furthermore, the City and the Union waived taking of a transcript of the record, and in fact, stipulated as to all relevant facts. It was further recognized by the parties that, pursuant to Act 312, any award here would be retroactive to January 1, 1972.

FINDINGS OF FACT AND OPINION

There were a number of issues on the table between the parties requiring resolution at the time they invoked compulsory arbitration. The parties have reached agreement as to all issues, except wages, sick leave provisions, holiday pay, call-in pay and the time in service necessary to reach maximum pay. As to all issues other than those just enumerated, the Panel will order the agreement of the parties as to said issues be put into effect. The Panel, however, will keep jurisdiction in the event there is a misunderstanding as to said agreement between the parties.

WAGES

The basic area of disagreement as to wages is an apparent demand by the Union for wage increases that exceed

the Federal Pay Board Guidelines. After reviewing the entire facts, we are convinced that in the police officer category as well as sergeant and detective sergeant category, a wage increase of \$525.00 annually, retroactive to January 1, 1972, would be appropriate. Such a wage increase would be within the Federal Pay Board Guidelines. Furthermore, it would continue to keep the Three Rivers Police Department on a comparable basis with police departments situated in cities in Southern Michigan of the same size. Furthermore, in regard to the police women and desk personnel category, we believe that a raise of \$425.00 annually, retroactive to January 1, 1972, would also keep these employees on a comparable basis with employees similarly situated in other police departments in cities of the same size of Three Rivers. Furthermore, a \$425.00 wage increase would be within the Federal Pay Board Guidelines. More specifically, the pay increases retroactive to January 1, 1972 for each employee involved is set forth in Schedule "A" attached hereto and made a part hereof. We have listed each employee because of their different longevity.

It is further understood that this pay is retroactive to January 1, 1972, and retroactively, shall include all hours of work from January 1, 1972, including premium hours. The hourly rate is computed by dividing the regular time hours into the annualized rates set forth in Schedule "A".

STEP INCREMENTS

There was much debate between the parties as to the step increments. The Union demanded that the increments be every six (6) months with the maximum pay in each classification represented by the Union to be reached at the end of one year

of the employee's anniversary date of hire.

After considering the arguments for both the City and the Police concerning the increments, the Panel believes that the six-month increment program in each classification with a starting rate, a six-month rate and the maximum rate being reached at one year based on the employee's anniversary date of hire, but in order to shift into this new increment program, it shall be provided in the order that as of January 1, 1973, all employees with one year or more of service will be brought to the maximum rate for their classification. Other employees, after January 1, 1973, will be moved to their next increment step on the employee's anniversary date. This will give the City time to adjust to the reduced increment steps and will recognize the three increment steps requested by the Union; namely, a starting step, a six-month step and a maximum one year step. Beginning January 1, 1973, the new step increments for each presently affected employee is set forth in Schedule "A" attached hereto.

CALL-IN PAY

The parties were in disagreement over call-in pay; i.e., pay for employee's call to work but not working a full shift. After much consideration, the Panel believes that the present call-in pay of two-hours pay shall be raised to three-hours pay, which is consistent with the call-in pay policies of other police departments in Southern Michigan.

HOLIDAYS

The Police were asking for additional holidays. Holidays cost the City money. We must also recognize that the department is a continuous shift operation seven days a week. There is no vacation or no holiday from the need for police

protection. However, to be more consistent with other police contracts, we believe that the Police Department employees should receive one and one-half additional holiday over their previous contract: to-wit; all day Good Friday and the respective employee's birthday. The birthday holiday is granted in order to spread the holiday costs over the year.

SICK LEAVE

The final item separating the parties is the question of sick leave with the Union requesting unlimited accumulation of sick leave. We believe unlimited accumulation of sick leave is reasonable, and we have found that a number of police departments in Southern Michigan so provide. For this reason, we will order that the language in the present contract as to sick leave be carried over to the 1972 contract, except that the new contract will provide for an unlimited accumulation of sick leave.

DURATION

Considering the budget problems of the City of Three Rivers and the need for the parties to continue reviewing their collective bargaining relationship as it relates to finances of the City, the Panel believes that a contract of one year duration beginning January 1, 1972, and expiring December 31, 1972, shall be ordered. A one-year contract will stabilize labor relations for a one-year period and yet, give both the City and the Union a chance to review their positions at the end of one year in light of changing economic circumstances. Thus, the one-year contract is fair to both parties.

THE BUDGET

It should be noted that the award as outlined in this opinion and set forth below will add approximately

\$10,000.00 to the City's budget. We appreciate that in a budget of \$1,410,000.00 one cannot overlook the problem of \$10,00.00 additional cost added to such a limited budget. The budget is indeed very closely drawn and leaves little room for adjustments. However, the police of the City of Three Rivers must be comparable to police departments in other city departments in cities of similiar size in Southern Michigan. It is the belief of the Panel that the costs of the award made herein, although adding approximately \$10,000.00 to the City's budget are necessary to keep the Police Department economically competitive.

ORDER

The majority of the Panel hereby orders the following:

1. The collective bargaining contract between the City of Three Rivers and the City of Three Rivers Police Department Employees shall be of a one year duration retroactive to January 1, 1972, and expiring December 31, 1972.

2. Said contract shall contain the wage schedule set forth in Schedule "A" and attached hereto and made a part hereof.

3. Said contract shall provide for three increments at each classification. A starting salary, a six-month salary and a maximum one year salary with the starting salary for beginning police officers shall be \$7,560.00, after six months, \$8,145.00 and after one year, \$8,729.00.

For dispatchers the starting salary shall be \$6,009.00, after six months, \$6,464.00 and after one year, \$6,920.00.

and a year's salary with the starting salary for beginning police officers shall be \$7,560.00, after six months, \$8,145.00 and after one year, \$8,729.00.

For dispatchers the starting salary shall be \$6,009.00, after six months, \$6,464.00 and after one year, \$6,920.00.

Similar increments with a similar ratio shall exist as to the sergeant and detective sergeant classification as well as the police women classification. The increments shall be as of the employee's anniversary date; i.e., six month anniversary date, one year anniversary date. As of January 1, 1973, all employees with one year or more of service will be brought to the maximum step and other employees, after said January 1, 1973, will be moved to their next step increment on the employee's anniversary date. During the year 1972 the practice under the 1970-71 contract shall apply as to step increments. Schedule "A", attached hereto and made a part hereof, reflects the increment steps of present employees.

4. The wages ordered herein shall be retroactive, as already noted, to January 1, 1972, and shall apply to all hours worked, including premium hours.

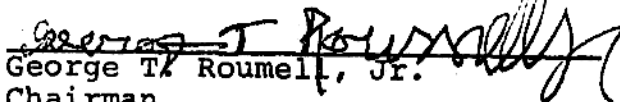
5. Holidays. The 1972 contract shall provide for one and one-half additional holidays over the previous contract: i.e., full day on Good Friday and the respective employee's birthday.

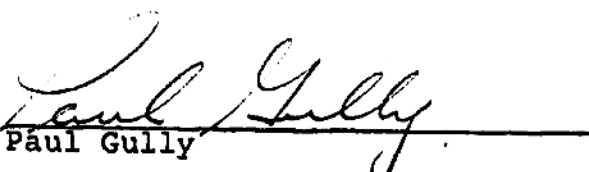
6. Call-in pay shall be increased in the 1972 contract from two hours to three hours.

7. Sick leave in the 1972 contract shall contain the same language as in the previous 1971 contract, except that the 1972 contract will provide for unlimited accumulation of sick leave.

8. All items which the parties have agreed to with each other shall be incorporated into the 1972 contract, but the Panel will keep jurisdiction for the purpose of resolving disputes as to any questions concerning the agreement previously made.

9. All other provisions of the 1971 contract, except as otherwise agreed upon under the provisions of Paragraph No. 8 of this order or otherwise ordered herein, shall remain as they were in the 1971 contract.


George T. Roumell, Jr.
Chairman


Paul Gully

Date: June 1, 1972

DISSENT

Panel Member EARL P. WAGNER dissents from the above opinion and order.

SCHEDULE "A"

	<u>January 1, 1972</u>	<u>January 1, 1973</u>
Detective Sergeant Babcock	\$ 9,485.00	
" " Puskas	9,258.00	
" " Roberts	9,258.00	
" " Reployle	9,258.00	
Patrolman Sheffer	8,729.00	
" Heckelman	8,729.00	
" Wagner	8,729.00	
" Ingraham	8,145.00	\$ 8,729.00
" Garrison	7,560.00	8,729.00
" Stiteler	7,560.00	8,729.00
" Somersott	7,560.00	8,145.00

Patrolmen Increments:

Starting wage	\$ 7,560.00
After six months	8,145.00
After one year	8,729.00

Dispatcher Davis	\$ 6,920.00	
" Payne	6,920.00	
" Winston	6,920.00	
" Cook	6,009.00	\$ 6,920.00

Dispatcher Increments:

Starting wage	\$ 6,009.00
After six months	6,464.00
After one year	6,920.00

Policewoman Clipfell	\$ 7,148.00
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Policewomen Increments:

Starting wage	\$ 6,148.00
After six months	6,648.00
After one year	7,148.00