

10/1/82

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CITY OF ALLEN PARK  
ANDMERC ACT 312 ARBITRATION  
CASE # D81 I-2108

✓8 ALLEN PARK POLICE LIEUTENANTS &amp; SERGEANTS

INTRODUCTION

Pursuant to Section 3 of P.F.A.A. an application for binding arbitration was filed by the above named Union. In the petition the Union listed the following issues remaining in dispute between the parties:

Wages  
Cost of Living  
Life Insurance  
Job Bidding  
Union Days  
Language re Departmental Rank  
Written Agreement

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Dawson J. Lewis was appointed by MERC as the arbitrator to serve as Chairman of a Panel of Arbitrators to hear and render an award regarding the matter in dispute. The two members of the Panel, selected by the respective parties, were: Lt. Frank Lafferty for the Union and Mr. Richard Huebler for the City.

The present bargaining unit: Allen Park Police Lieutenants & Sergeants were in a unit, which included patrol officers and which was affiliated with the Police Officers Association of Michigan (P.O.A.M.). In 1980, the Lieutenants and Sergeants formed a separate unit with the P.O.A.M. as their representative; then in 1981, this unit decertified the P.O.A.M. as their bargaining agent.

By agreement with the City the last contract between the parties was the 1978-1980 contract between the P.O.A.M. and the City the terms of which have continued in effect pending the outcome of the arbitration proceedings.

BACKGROUND

A pre-hearing conference was held March 17, 1982, to allow the parties to acquaint the Panel with the issues and to determine if there was agreement between the parties as to the remaining issues to be submitted to arbitration.

In the meeting it was established that there was not agreement as to the issues to be submitted to arbitration and it was determined that it would be in the best interests of both parties if the disputes were remanded for additional collective bargaining. It was so ordered.

A meeting for the purpose of collective bargaining was held April 26, 1982, with a Mediator present. Agreement was not reached and the parties subsequently submitted a revised list of issues in dispute to the Panel as follows:

Union Time Off  
Maintenance of Conditions  
Two Man Car Language  
Joint Committee Language  
Salary  
C.O.L.A.

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Allen Park, City of

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Gun Allowance  
Detective Expense Allowance  
Hospitalization Insurance  
Life Insurance  
Dental Insurance  
Optical Insurance  
Rank Language  
Lateral Transfer (Job Bidding)  
Expenses on City Business (Detectives)  
Publication of Contract  
Sick Days  
\*Duration of Agreement

\*The Collective Bargaining Agreement between the parties expired June 30, 1980, and has been extended by mutual agreement.

On May 24, 1982, a pre-arbitration conference meeting was held. At that meeting the parties stipulated that the following economic issues were in dispute:

Section 4.3 - Union Time Off  
Section 13.1 - Salary  
Section 13.2 - C.O.L.A.  
Section 13.5 - Gun Allowance  
Section 13.10 - Detective Exp Allowance  
Section 14.1 - Hospitalization Insurance  
Section 14.2 - Life Insurance  
Section 14.3 - Dental Insurance  
Section 14.4 - Optical Insurance  
Section 16.7 - Expenses on City Business  
Section 16.8 - Publication of Contract  
Section 17.2 - Sick Days

The following non-economic issues were listed as being in dispute:

Section 7.9 - Maintenance of Conditions  
Section 9.1 - Two Man Car Language  
Section 12.1 - Joint Committee Language  
Section 16.4 - Lateral Transfer (Job Bidding)

There was also an economic issue:

Duration of Contract

which had to be resolved prior to the resolution of the other issues in dispute.

At this pre-hearing conference the Arbitration Panel determined:

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- A) All preliminary issues to be decided by the Panel.
- B) All the economic issues subject to final offer selection.
- C) Procedures to follow the hearings.

Hearings on the matters in dispute were held June 22 - June 23, July 13 and July 17, 1982. In addition, the Arbitration Panel members met in separate sessions on different occasions. The hearings were conducted in accordance with the provisions of Act 312 of the Public Acts of 1969. A written transcript of the proceedings was made. The oath was taken by the Arbitration Panel Chairman at the opening of the hearings. All witnesses were sworn and all testimony was taken under oath.

#### APPEARANCES

##### WITNESSES FOR THE UNION:

Inspector Robert Adaline  
Lieutenant Frank Lafferty  
Det/Sgt Leo J. Lanctot  
Det/Inspector William Readan  
Thomas J. Wieneck

##### WITNESS FOR THE CITY:

Richard Huebler

#### EXHIBITS

The following exhibits were introduced and admitted into evidence:

##### BY THE CITY:

###### Exb. 1 - Looseleaf with data:

- a. 1980-81 Budget
- b. 1981-82 Budget
- c. 1982-83 Budget
- d. Comparables
- e. C.O.L.A. Data
- f. Sick Time Data
- g. Contracts (comparable communities)
- h. Contracts of other Bargaining Units in City of Allen Park

###### Exb. 2 - Union Proposal dated March 23, 1982

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BY THE UNION:

Union 1 - Packet containing:

- a. Publication of Contract
- b. Union Time Off
- c. Rank Language
- d. Life Insurance
- e. C.O.L.A.
- f. Rank Order
- g. Compensation Comparables

Union 2 - General City Employees Agreement

Union 3 - Area, Population, Density

Union 4 - Income - Housing

Union 5 - Total Number of Police Officers

Union 6 - Pay Schedule

Union 7 - Wage Differentials

Union 8 - Consumer Price Index

Union 9 - General Fund Trial Balance

The following issues were resolved/settled during the hearings:

<u>Contract Section</u>	<u>Issue</u>
7.9	Maintenance of Conditions
9.1(c) (2)	Two Man Car Language
12.11	Joint Committee
16.0	Publication of Contract

In addition the Chairman made a ruling that in his judgement the following communities were more comparable for purpose of comparisons of salaries benefits and working conditions: Lincoln Park, Southgate, Wyandotte and Trenton based on size of the police departments, size of the cities, i.e. population, area, etc. and budgets.

DISCUSSION

As was stated above agreement was reached on four of the listed issues and a bench discussion was made by the Arbitration Panel on the issue of the term of the Agreement (Duration).

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This decision was necessary prior to hearing arguments regarding the other issues in dispute. The parties obviously could not make their last best offers until they knew the length of the Agreement.

The City's position on the matter of Duration was that the Contract be for a two (2) year period effective July 1, 1980 terminating June 30, 1982. The Union's position was the contract should be for a three (3) year period effective July 1, 1980 and terminating June 30, 1983.

On the matter of Duration the decision of the majority of the Panel, was that the Agreement between the parties should be for three (3) years effective July 1, 1980 and terminating June 30, 1983.

This decision was based on the fact that:

1. The contract, under which the parties were operating, terminated June 30, 1982, and had been extended until the date of the arbitration award, which will be rendered approximately three months after the start of a three year Agreement leaving only nine (9) months of the third year of a three-year contract.
2. If the decision had been for a two year term, as proposed by the City, the Agreement would have already expired when the orders regarding the issues in dispute were issued and the parties would have been faced with having to enter into immediate negotiations which would have placed a burden on both parties.
3. Both parties would have incurred undo costs and the loss of time necessary to negotiate an Agreement and there would have been a delay in starting negotiation due to the need to prepare for the negotiations. The majority members of the Panel believed the interests and welfare of the public and of the City would have been unduly affected.
4. The agreements with the Command Officers Association (a separate unit) representing the Command Officers and the Agreement with the A.F.S.C.M.E. representing maintenance and clerical workers had been previously negotiated and these contracts terminate June 30, 1983; the majority of the Panel were of the opinion it would in the best interests of both parties if this Agreement terminated at the same time.
5. The City is now engaged in negotiations with the P.O.A.M., representing the Patrol Officers and the Union representing the Fire Fighters. A third negotiation at this time would place a burden on the City representatives charged with the responsibility of negotiating these Agreements.

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LAST-BEST OFFERS AND ARGUMENTS AND OPINIONS

The last-best offers of the parties the arguments presented in support of their respective positions and the opinions of the Panel on each of the issues in dispute are as follows:

Duration of Contract

As was stated above, the Panel majority was of the opinion that the issue of the Duration of the contract should be resolved by ordering that the contract be for a period of three (3) years with effective date of July 1, 1980; terminating June 30, 1983.

The reasons for the finding were given previously and need not be repeated.

The four (4) non-economic issues that were settled during the hearing were indicated above. These will be included in the Orders.

Relative to the remaining issues, the Opinions of the Arbitration Panel are as follows:

1. Section 4.3 - Union Time Off

THE UNION'S OFFER: "The Association shall be granted a total of nine (9) work days off per contract year for Union business.

THE CITY'S OFFER: "The three (3) executive officers of the Association shall be permitted a total of nine (9) days off each contract year for Association business.

OPINION: The positions of the parties on this issue were essentially the same; the Panel was of the opinion the City's offer should be adopted.

2. Section 13.1 - Salary

THE UNION'S OFFER:

- A. Effective 7/1/80 the base salary for Sergeants be established at 4.5% above the highest salary for Patrolmen; the base salary for Lieutenant be 4.5% above the base salary for Sergeants.
- B. Effective 7/1/81 the base salary for Sergeant be established at 5.5% above the highest base salary for Patrolmen. the base salary for Lieutenant be established at 5.5% above the base salary for Sergeants.
- C. Effective 7/1/82 the base salary for Sergeants be established at 5.5% above the highest base salary for Patrolmen. The base salary for Lieutenants be established at 5.5% above the base salary for Sergeants.

ARGUMENT: The Union proposal seeks to establish a reasonable differential 4.5%-5.5% and 5.5% between ranks; currently the differential is 3.8% and the differential has been decreasing over the past ten years. Further the City has paid a guaranteed differential of \$2500.00 to Command Officers over Lieutenants.

The Union contends each of the comparable cities pay a differential between ranks or levels of supervision; the Union survey showed an average of 8.2% differential. Several of these contracts describe the pay scale of Sergeants and Lieutenants as a percentage above certain classifications.

The Union argues that the differential in each unit reflects different levels of supervision regardless of relative duties. For example, Lincoln Park guarantees Sergeants 20% over Detectives - Lieutenants 30% over Detectives. In Southgate Sergeants receive over Patrol (1980 - 106.5%; 1981 - 107.5%; 1982 - 108.5%), Lieutenants over Patrol (1980 - 113.5%; 1981 - 114.5%; 1982 - 105.5%). Trenton expresses Command Officers salaries as a percentage over certain classifications.

THE CITY'S OFFER:

- A. Effective 7/1/80 the base salary for Sergeants and for Lieutenants be increased by 7.5%.
- B. Effective 7/1/81 the base salary for Sergeants and for Lieutenants be increased by 7.7%.
- C. Effective 7/1/82 there shall be maintained a base salary differential based on the senior Police Officer's base salary rate as follows:
  1. Percentage between Senior Police Officer base salary and Sergeant base salary - 105%.
  2. Percentage between Senior Police Officer base salary and Lieutenant base salary - 110%.

ARGUMENT: The increases proposed by the City, in the first two years of the contract, are the same increases percentage-wise as negotiated by the other three Public Safety Units in the City: Unit 1 (Police Officers), C.O.A.M. (Inspectors) and Fire Fighters. The third year proposed increase provides for an increase by the same factor as the C.O.A.M. (Inspectors) negotiated for 1982-83.

The City contends the interests of the public and the financial ability of the City to meet these costs (Act 312) were major

considerations in making the offer on salary increases.

- a. The City as is the case in the surrounding communities, faces severe economic conditions due to the recession.
- b. The City budget provided for no new increases. In fact several budget cuts were necessary i.e. a 10% cut in salaries of the Mayor and Council; a freeze in appointed officials salaries, lay off of general employees; a 10% reduction in all non-personnel areas of the budget.

The City points to the fact that regardless of the economic dangers the City is proposing increases for the Sergeants and Lieutenants that are the same as those received by the other Public Safety units in the first two years of the contract and a third year increase similar to that granted the C.O.A.M. (Inspectors).

The City contends a comparison of wages, hours and conditions of employment with the wages, hours and conditions of employment with other employees performing similar services and other employees generally (Act 312) shows that, as stated above the other three Public Safety units reached identical settlements with the city for the first two years and only the Inspectors have had the spread increased in the third year by the same factor as proposed for the Sergeants and Lieutenants.

Further the City's contention is that a comparison with the comparable cities: Southgate, Trenton, and Wyandotte shows:

- a. Allen Park's proposal for the third year increase would be a higher spread between the salary of a Patrolman and Sergeant than in Southgate.
- b. Other contracts when examined indicate that the 5% and 10% spread for each of the ranks is not unreasonable as the cities of Wyandotte and Trenton which have a slightly higher spread base the spread on the salary of a two or three year Patrolman and not the five year Patrolman (highest paid) as does Allen Park.
- c. The Union's analysis of comparable salaries paid in these communities, in support of its position relative to salary increases, is based on erroneous information in that the positions of Sergeant and Lieutenant in the various cities are not the same and the incumbents do not perform the same duties.



The City claims the offer for the first two years of the contract exceeds the C.O.L. for these years and the overall compensation would be, by virtue of the City's offer, the same or slightly more than the comparables of Southgate, Wyandotte and Trenton.

OPINION: It is the opinion of the majority of the Arbitration Panel that the offer made by the City, on the matter of salary be adopted for the following reasons:

- A. The increases proposed by the City for the first two years of the Contract are approximately the same increases percentage wise as were negotiated for the other three (3) Public Safety units: Police Officers; C.O.A.M. (Inspectors); Fire Fighters.
- B. The proposed percentage increase in the third year is approximately the same percentage increase negotiated for the C.O.A.M. when the fact the gun allowance was rolled into the Inspector's base salary as a part of the \$2500 spread between the Inspector's base salary and that of Lieutenant is taken into consideration.
- C. Both parties moved to establish a percentage spread between the ranks in the third year of the contract; the Union proposing a 5.5% spread; the City a 5.0% spread. Since the negotiations with the P.O.A.M. and the Fire Fighters unit are in progress and there is no agreement as yet the only established increases in bargaining units in the City are those for C.O.A.M. and Local 1171 A.F.S.C.M.E. the latter unit increases were approximately 6% for the year beginning July 1, 1982.
- D. Whether the 5.0% increase in the third year proposed by the City or the 5.5% increase proposed by the Union has merit, one over the other, is a moot question in that the Panel is empowered only to accept one last best offer on each economic issue. In this case the issue (Salary) is in three parts and it is the opinion of the majority of the Panel that the City's offer for the first two years has merit over the Union's offer; therefore the whole offer will be ordered.
- E. Examination of salaries paid for like classifications in the comparable communities indicates that the resultant base salaries will be reasonably close. It should be noted that the classifications in question, are not necessarily the same even though carrying the same job title in that the duties and responsibilities vary.

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3. Section 13.2 - C.O.L.A. - Roll-In

THE UNION'S OFFER: the roll-in (1/2 of the C.O.L.A. amount) be added to the salaries of Sergeants and Lieutenants at the end of the third year (6/30/83).

THE CITY'S OFFER: the roll-in be effective 6/30/82, the end of the second year of the contract.

OPINION: The roll-in should be effective 6/30/82 based on the fact that is the date the C.O.L.A. roll-in is effective for the P.O.A.M. unit and the C.O.A.M. unit and the Fire Fighters unit.

4. Section 13.5 - Gun Allowance

THE UNION'S OFFER: the provision in the present Agreement to remain "as is".

ARGUMENT:

1. A number of the members of the unit (Sergeant and Lieutenants) are in the Detective Bureau where they have more street contact with known criminals than do Inspectors whose gun allowance was eliminated. The same is true of members of the Road Patrol Bureau.
2. Based on these facts it is a necessity that unit members carry their weapons off duty, which was the original reason for the allowance and, so the allowance should remain at status quo.

THE CITY'S OFFER: July 1, 1980 - Each employee shall be paid a gun allowance of \$365.00 to be paid in the first week of August; July 1, 1981 - Each employee shall be paid a gun allowance of \$365.00 to be paid in the first week of August; July 1, 1982 - The employees in the unit shall no longer be required, as a condition of employment, to carry a weapon while off duty. The \$365.00 gun allowance shall become a part of the employee's base pay as of July 1, 1982.

ARGUMENT:

This is an identical section regarding the general allowance, as was included in the C.O.A.M. contract and if there is to be a comparison of percentage spread between the Sergeants and Lieutenants salaries and the Inspectors salary, this factor must be taken into consideration. Additionally members of the unit, as in the case of the Inspectors, would no longer be required to carry a weapon when off duty.

OPINION: The gun allowance should remain "as is" inasmuch as the allowance for the third year of the Agreement has already been paid August 1, 1982. This is a matter to be resolved in the next negotiations between the parties.

5. Section 13.10 - Detective Expense Allowance

THE UNION'S OFFER: The present contract provision to remain "as is" and be included in the new Agreement.

ARGUMENT:

The Union contends the City's reimbursement plan which would be substituted for the current benefit of \$55.00 per month is not supported by any evidence. Further no change was made in the C.O.A.M. contract and the Inspectors continue to be paid this benefit.

THE CITY'S OFFER: Members of the unit assigned to the Detectives Bureau be paid \$55.00 per month expense allowance until January 1, 1983, at which time the automatic allowance would be discontinued. Employees to be reimbursed only for actual and necessary expenses incurred in the performance of their duties.

ARGUMENT:

The City has always reimbursed employees for actual and necessary expenses incurred while performing duties for the City and the proposed language would provide the same benefit for the Sergeants and Lieutenants unit. The City argues the \$55.00 monthly allowance is quite large and there is a question whether the amount is actually spent for expenses or is a form of additional compensation.

Further the City claims a review of the comparable cities regarding this matter reveals that in three of the contracts (Wyandotte, Trenton and Southgate) no Detective expense allowance is paid and, in Lincoln Park, Detectives receive an expense allowance of \$300.00 per year. The payment in Allen Park is excessive.

The City contends the Union's argument is, in part, based on the fact one Inspector receives a similar allowance and only one man in the C.O.A.M. unit receives this allowance and this is not sufficient reason to continue this practice for the Detectives in this unit.

OPINION: The majority of Panel members are of the opinion this issue can be better resolved by the parties in negotiations, and, therefore, since there is only approximately nine months left in this three year contract, the decision is: the language in the present Agreement pertaining to the Detective Expense Allowance be continued "as is" in the new Agreement.

6. Section 14.1 - Hospitalization Insurance

THE UNION'S OFFER: The cost of hospitalization insurance to be paid by the City as in the past.

ARGUMENT:

Most comparable communities provide full paid hospitalization insurance for their employees. More importantly there have been no changes in the Inspectors' contract or for the General City employees relative to this benefit. The Union also points out that the City has the right to change any or all of the insurance benefits by obtaining a less expensive program.

THE CITY'S OFFER:

- A. The City shall provide for employee and employee's family: Blue Cross MVF2 Master Medical with Drug and Reciprocity Riders the cost shall be sustained by the City to a maximum amount per month per family unit, per month per single unit, per month per two party unit as determined by the new rates ineffect as of October 1, 1982, any increases over the October 1, 1982, shall be paid by the employees through payroll deductions.
- B. Retired employees and surviving non-married spouses shall continue to be covered until the retired employee reaches age sixty-five (65) or is eligible for Medi Care at maximum rate listed in 14.1A. Retired employees who obtain employment from an employer who provides hospital insurance shall be covered by the City's hospital insurance for the duration of such employment.

ARGUMENT:

As in the case of the other health benefits provided by the City, the City believes it must gain some control over these costs if the expenses of running the City are to be brought into balance. The City claims, as is the case in other coverages, the increases in cost of this coverage continues to escalate and there must be a "cap" placed on the City's obligations.

OPINION: While it is understandable why the City would want to place a "cap" on the cost of this insurance, the fact remains that the employees of all other units in the City are not paying any monies toward the cost of their coverage and while two of the units P.O.A.M.

and Fire Fighters are in negotiations with the City at this time, two other units: C.O.A.M. and A.F.S.C.M.E. have contracts ineffect until June 30, 1983, that provide this coverage at no cost to the employees.

A review of the comparable communities also shows that these cities continue to provide hospital insurance coverage at no cost to their employees. Based on the above facts it is the opinion of the Panel majority that the Union's position on the matter should be upheld.

7. Section 14.2 - Life Insurance

THE UNION'S OFFER: Increase the basic term amount of life insurance coverage from \$17,500 to \$25,000 for all employees in the unit.

ARGUMENT:

This is a low cost item; life insurance coverage for Inspectors was increased and this benefit is also granted City Officials.

THE CITY'S OFFER: Life insurance coverage of \$17,500 to remain the same.

ARGUMENT:

No other bargaining units have received an increase in this coverage other than the Inspectors and the Inspectors are in higher salary brackets and are entitled to higher insurance coverage.

OPINION: The life insurance coverage of \$17,500 should remain the same. This opinion is based on the fact that all other units of employees, with exception of the C.O.A.M., are provided \$17,500 coverage and an examination of the comparable communities reveals such coverage ranges from \$15,000 (Southgate) to \$20,000 (Trenton).

8. Section 14.3 - Dental Insurance

THE UNION'S OFFER: The cost of Dental Insurance to be paid in full by the City.

ARGUMENT:

The Union objects to the City's proposal to put a cost "cap" on the dental insurance on the basis that no other employee group (i.e. Inspectors and General City Employees Units) have a cap on this benefit. Further the City did not present any evidence that would support the proposed "cap".

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THE CITY'S OFFER: The City shall only pay up to \$33.00 per month per employee and eligible members of any employee's family for Delta Dental Plan, Full Family Coverage Class I & II, 70%-30% co-payment with maximum benefit payable in any one contract year not to exceed \$600.00 per person. Retired employees shall continue to be covered as stated above until the retired employee reaches age sixty-five (65) or is eligible for Medi Care. Retired employees who obtain employment from an employer who provides dental insurance shall not be covered by the City's dental insurance for duration of such employment.

ARGUMENT:

The City points to the fact the proposed "cap" will not take effect until after the new rates for the third year of the contract are established (new rates are put into effect in October by Blue Cross) and the City's offer is not a "take away" even in the third years.

The City contends the economic situation of the 1980's dictates that cities must gain control over expenses to survive and a major factor in the increase in costs has been the increased cost of health benefits.

The exhibits, entered into the record, by the City, show that in the past two years Blue Cross & Blue Shield rates have increased by 73%, \$90.00 per month per employee, and the City can no longer afford to pay automatic increases of this nature; increases over which they have no control.

OPINION: Union's offer on this matter be accepted for the same basic reasons as were given for the opinion rendered regarding Hospitalization Insurance.

9. Section 14.4 - Optical Benefit

THE UNION'S OFFER: The cost of providing the optical benefits now in effect be borne by the City as in the past.

ARGUMENT:

This is another proposal by the City to place a cost "cap" on this benefit and the evidence does not support the request. The Union's argument relative to dental insurance applies to the optical coverage.

THE CITY'S OFFER:

- A. The City shall only pay up to \$3.00 per month for employees and eligible members of employee's families for an optical plan as provided by the Co-op Optical Service in their plan dated October 14, 1976. Copies of the plan will be given to the Union.

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- B. The plan, in general, provides that every employee, spouse and all dependent children under the age of nineteen (19), may have an optometric refraction and glasses, if needed, once every two (2) years. The plan details the type of frames and lenses available.
- C. Retired employees shall continue to be covered as stated above until the retired employee reaches age sixty-five (65) or is eligible for Medi Care. Retired employees who obtain employment from an employer who provides Optical Insurance shall not be covered by the City's Optical Insurance for duration of such employment.

ARGUMENT:

The City contends the same reasons for requesting this cap apply as were given in support of the City's proposal for a cap on the other benefits.

OPINION: The Union's offer on this matter be accepted for the same basic reasons as were given above for the opinion reached relative to Hospitalization Insurance and Dental Insurance.

10. Section 16.7 - Expense on City Business

THE UNION'S OFFER: This section remain as it is in the present Agreement.

ARGUMENT:

This is a City issue and is directly tied to the Detective Expense Allowance, Section 13.10. The same arguments advanced in support of the Union's position on that issue apply in this instance and for the reasons already stated the section should remain "as is".

THE CITY'S OFFER: Employees shall be paid for actual and necessary expenses incurred in the performance of their duties in the department. Employees (including Detectives) shall be reimbursed a maximum of \$5.00 for each meal purchased when on City business outside of the City.

ARGUMENT:

The City arguments relative to Section 13.10 are the same as for this issue; it was pointed out the two issues are linked together and the reasons for the proposed changes are the same.

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OPINION: This section should remain as part of the new contract for the same reasons as were given in the opinion regarding Section 13.10.

11. Section 17.2 - Sick Day Plan

THE UNION'S OFFER: The sick day plan now included in the present contract remain the same and be included in the new contract.

ARGUMENT:

This is a City issue; that this benefit should be changed because leave days accumulate at one rate and are paid later at a higher rate.

The Union contends an examination of the comparable show that those who provide a similar benefit have this same pay out. Southgate provides accumulation up to 200 days to be paid at the prevailing rate upon retirement or death; days off in the last year are not deducted; Wyandotte and Trenton have similar benefits - the accumulation may be lower; Lincoln Park is not comparable - having unlimited sick leave.

The Union further points to the fact there has been no change in the C.O.A.M. contract regarding this benefit. In fact they enjoy a higher benefit payout.

The Union argues there is no evidence introduced to support this proposed change and the benefit should remain "as is".

THE CITY'S OFFER: All provisions of Section 17.2 remain the same as in the present contract with the addition of the following:

- (e) Any sick days used by an employee twelve (12) months prior to his retirement shall be deducted from his or her paid sick bank (see para. b). Provided however, that this deduction from the above paid sick bank will not occur for days used while the employee is actually in a hospital.

ARGUMENT:

The City faces a high liability for its sick banks; the liability for the Sergeants and Lieutenants Association alone is 1/4 of a million dollars. The City would like to reduce its liability by reducing the number of sick days but has retreated from that position; this proposal would stop an obvious abuse of the sick bank.

The abuse cited is the tendency on the part of employees, who are retiring, to use sick days in the last year of employment when their bank is in excess of the 175 day maximum. However, the City points



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out the sick days used during the last year because an employee is hospitalized would not be deducted.

OPINION: The majority of the Panel were persuaded that abuses of this provision are prevalent and while this benefit is still continued in some of the other unit's contracts it is believed that the City's offer should be sustained. The establishment of this benefit obviously was to provide pay when employees were ill or injured and was not a bonus payment at the end of employment. There is a generous pay-out to employees when they retire and they should not be allowed to increase that pay-out by subterfuge.

ORDERS OF ARBITRATION PANEL

The orders of the Arbitration Panel relative to issues stipulated by the parties to be in dispute are:

Act 312, Section 8, provides that the Arbitration Panel is bound as to the economic issues to adopt a last best offer which in the opinion of the Panel more nearly complies with the applicable factors prescribed in Section 9.

Section 9 lists eight areas upon which the Panel shall base its final opinions and orders:

- A. The lawful authority of the employer.
- B. Stipulation of the parties.
- C. The interest and welfare of the public and the financial ability of the unit of government to meet those costs.
- D. Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally.
- E. The average consumer prices for goods and services commonly known as the cost of living.
- F. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pension, medical and hospitalization benefits, the continuity of stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pending of the arbitration proceedings.

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Section 10 of Act 312 stipulates that the decision of the Panel must be supported by competent material and substantial evidence o the whole record.

In accordance with the requirements of the Act the Arbitration Panel, in the instant case, has carefully examined the evidence and the record developed by the parties and submits the following orders relative to the issues in dispute.

Section 4.3 - Association Business

The language to be included in the Agreement is: "the three (3) executive officers of the Association shall be permitted a total of nine (9) days off each contract year for Association business."

Section 7.9 - Maintenance of Conditions

The language presently in the Agreement pertaining to this issue is to be included in the new Agreement.

Section 9.1 (c) (2) - Two Man Cars

The following language is to be included in the Agreement: "Lieutenants and Sergeants assigned to road patrol platoons may be assigned to patrol alone at the discretion of the officer in charge."

Section 12.11 - Joint Committee

The following language is to be included in the Agreement:

"The City shall form a joint committee composed of one representative from the City, one representative from the A.P.P.P.A. and one representative from the A.P.P.L.S.A. for the purpose of formulating written specifications and performance standards for patrol cars.

"The City shall enforce upon the suppliers of patrol cars any such specifications and standards formulated by the committee.

"The City representative will have final authority in the formulation of any such specifications and standards."

Section 13.1 - Annual Base Salary Rates

- A. Effective July 1, 1980, the annual base salary for Sergeants shall be increased by 7.5% to an annual base salary of \$23,860; the annual base salary for Lieutenants shall be increased by 7.5% to an annual base salary of \$24,744.
- B. Effective July 1, 1981, the annual base salary for Sergeants shall be increased by 7.7% to an annual base salary of \$25,703; the annual base

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salary for Lieutenants shall be increased by 7.7% to an annual base salary of \$26,687.

C. Effective July 1, 1982, there shall be maintained a base salary differential based on the Senior Police Officer's base salary rate as follows:

1. Percentage between Senior Police <sup>officer</sup> base salary rate and Sergeant base salary rate - 105%.
2. Percentage between Senior Police Officer base salary and Lieutenants base salary - 110%.

Section 13.2 - C.O.L.A. - Roll-In

The present language of this section will remain the same except the paragraph relative to C.O.L.A. "C.O.L.A. Roll-In - On June 30, 1982, fifty (50%) percent of the total dollar amount of all C.O.L.A. payment made in the Contract year July 1, 1981 through June 30, 1982, shall be added to the employees' Base Salary."

Section 13.5 - Gun Allowance

The language in the present Contract relative to this issue is to be included in the new Agreement "as is".

Section 13.10 - Detective Expense Allowance

The language, in the present Contract, relative to this issue is to be included in the new agreement "as is".

Section 14.1 - Hospitalization Insurance

The language, in the present Contract, relative to this issue is to be included in the new agreement "as is".

Section 14.2 - Life Insurance

The language, in the present Contract, relative to this issue is to be included in the new agreement "as is".

Section 14.3 - Dental Insurance

The language, in the present Contract, relative to this issue is to be included in the new agreement "as is".

Section 14.4 - Optical Insurance

The language, in the present Contract, relative to this issue is to be included in the new agreement "as is".

Section 16.3 - Department Rank

The following language shall be included in the new Agreement:

- A) For purposes of this contract, the corresponding rank between members of the Allen Park Police Department and the Allen Park Fire Department shall be as follows:

Police Department  
Police Officer  
Sergeant  
Lieutenant  
Inspector

Fire Department  
Firefighter  
Sergeant  
Lieutenant  
Captain

- B) Special title change was effective January 1, 1980, when Police Officers with fifteen (15) years of service were to be called Corporals and authorized to wear appropriate insignia. The change in rank listed above did not change previous duties or responsibilities.

Section 16.4 - Lateral Transfer

The following language is to be included in the new Agreement:

Before a vacancy is filled by the City in a platoon or bureau, a lieutenant or sergeant shall have the option to laterally transfer into that position subject to the following provisions:

- (a) The City shall, before requesting the Civil Service Commission to fill a vacancy, notify the Lieutenants and Sergeants Association.
- (b) A Lieutenant or Sergeant desiring a lateral transfer must notify his intention to the Chief of Police no later than ten (10) days after the Association was notified.
- (c) The request for lateral transfer shall not be denied by the Chief of Police without cause.
- (d) In the case where more than one Lieutenant or Sergeant requests a lateral transfer and both are qualified, seniority shall prevail. Seniority in this case may be defined as time in rank.

Section 16.7 - Expense on City Business

The language, in the present contract, relative to this issue is to be included in the new Agreement.

Section 16.8 - Publication of Contract

The following language is to be included in the Contract: "Within sixty (60) days of the signing of this Contract the city shall reproduce the complete contract package form and furnish one (1) copy per employee and ten (10) copies, for Union use, to the Union.

Section 17.2 - Sick Day Plan

The language, in the present Contract paragraphs (a) (b) (c) (d), is to be included in the new Agreement with the addition of a new paragraph (e) as follows: "Any sick days used by an employee, twelve (12) months prior to his retirement, shall be deducted from his or her paid sick bank (see para. b). Provided, however, that this deduction from the above paid sick bank will not occur for days used while the employee is actually in a hospital.

For the record, it is ordered that existing wages, benefits and conditions of employment and other provisions of the present Agreement which were not subject to collective bargaining negotiations and those issues which were satisfactorily adjusted or on which tentative agreement was reached by the Parties during the negotiations will remain in effect and are to be included in the new Agreement between the parties.

It should be noted that the members of the Arbitration Panel were not in unanimous agreement on all the orders issued:

Frank Lafferty - Union dissented on:

- Section 13.1 - Annual Base Salary
- Section 13.2 - C.O.L.A. - Roll-In
- Section 14.2 - Life Insurance
- Section 17.2 - Sick Day Plan

Richard Huebler - City dissented on:

- Section 13.5 - Gun Allowance
- Section 13.10 - Detective Expense Allowance
- Section 14.1 - Hospitalization Insurance
- Section 14.3 - Dental Insurance
- Section 14.4 - Optical Insurance
- Section 16.7 - Expense on City Business
- Duration of Contract

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In accordance with Act 312, Section 8, the Arbitration Panel, in its best judgement, adopted the above "best offers" on each of the issues before it which in its opinion "more nearly complied with the applicable factors prescribed in Section 9."

Signed this date, October 1, 1982:

FOR THE EMPLOYER:

Richard G. Huebler  
Richard Huebler

Dawson J. Lewis  
Dawson Lewis, Chairman

FOR THE UNION:

Frank Lafferty  
Frank Lafferty