

9/4/74
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*Trenton,
City of*

STATE OF MICHIGAN
ARBITRATION UNDER ACT NO. 312
PUBLIC ACTS OF 1969

In the Matter of the Statutory Arbitration between
CITY OF TRENTON, A MUNICIPAL CORPORATION

-and-

TRENTON POLICE OFFICERS' ASSOCIATION

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ARBITRATION OPINION AND ORDERS

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Alan Walt

ARBITRATOR

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STATE OF MICHIGAN

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ARBITRATION OPINION AND ORDERS

This arbitration is pursuant to 1969 PA 312, as amended by 1972 PA 127, providing binding arbitration for the determination of unresolved contractual issues in municipal police and fire departments and in relation to economic issues, the adoption by the panel of the last offer of settlement of either of the parties which more nearly complies with the applicable factors set forth in Section 9 of the Statute.

Arbitration was requested and properly initiated by the Union in a letter dated June 20, 1973. Mr. Howard J. Draft and Mr. Dawson J. Lewis were designated by the Union and the City as their

delegates, respectively, to the arbitration panel, and Alan Walt was appointed Chairman of the Panel by the Michigan Employment Relations Commission under letter dated January 4, 1974.

Pursuant to notice duly given, hearings were held on March 22, April 12, 13, June 1, 15, and July 8, 1974. The City was represented by Ronald J. Santo, Esquire, and the Union by George M. Maurer, Jr., Esquire. Post-hearing statements were submitted, the City's being received August 5, 1974.

STATUTORY STANDARDS

Section 9 of Act 312 [MCLA 423.239; MSA 17.455(39)], establishes the criteria to be applied by the panel in resolving disputed questions and formulating its awards:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests 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 proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.

- (ii) In private employment in comparable communities.
- (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 pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

The evidence considered in this case consists of a lengthy record including voluminous exhibits introduced during the course of the hearings, and the statements and briefs of final position received by the panel chairman on and before August 7, 1974.

Technical application of the rules of evidence was avoided to permit each party to fully present its case. However, the arbitration panel has based its findings, opinions, and awards solely upon

competent and material evidence, guided by the specific statutory standards set forth above.

UNRESOLVED ISSUES

There is no dispute that all unresolved issues in this matter are "economic issues" which, under Section 8 of the Act, are subject to the last offer provision added under the 1972 amendments. Accordingly, as to all issues raised at the hearing, as modified in the final positions set forth in the respective briefs of the parties, the panel will be limited to accepting the last offer of settlement which most nearly comports with the criteria set forth in Section 9 of the Act. It should be noted that during the hearing or in the final position statements, the parties eliminated as unresolved issues cleaning allowance and rate of pay for holidays worked. No further consideration will be given these issues, except in so far as they relate to the criteria to be considered in making an award on the disputed issues. The remaining unresolved issues are:

1. Wages
2. Hazard pay or gun allowance
3. Holidays
4. Call-in pay
5. Vacations
6. Personal days
7. Blue Cross drug rider
8. Court time
9. Longevity pay

BACKGROUND AND CONTRACT TERM

The Union represents a bargaining unit composed of approximately 32 patrolmen, corporals, sergeants, and dog wardens in the Trenton Police Department. The last previous contract between the parties expired June 30, 1972, the end of the Employer's fiscal year, and no collective bargaining agreement was reached for the fiscal year 1972-73. There was a great deal of discussion in the record as to whether the panel could order a retroactive award for the 1972-73 fiscal year. However, the parties ultimately agreed to eliminate the 1972-73 year from these considerations and the only periods involved in this award are the 1973-74 and 1974-75 fiscal years.

The City of Trenton is a downriver community and its police force is a member of the Downriver Mutual Aid Task Force composed of the cities of Wyandotte, Southgate, Riverview, Gibraltar, Grosse Ile, Allen Park, River Rouge, Woodhaven, Lincoln Park, Flat Rock, Rockwood, Melvindale, Ecorse, Trenton, and Brownstown Township. The Employer contends these communities constitute both a separate economic entity within the metropolitan area of Detroit and a distinct employment market which should be considered when examining "comparables" offered in the various exhibits presented. No attempt to plead inability to pay has been advanced by the City but on the

other hand, it contends it has run out of most available space for further development. Population of the City is slightly over 24,000 and has remained at that approximate level for the past several years. The State equalized valuation of the City for 1974 was \$351,870,670, or about four million higher than the previous year. From data introduced by the City, income from real and personal property is derived 70% from industrial, 6% from commercial, and 24% from residential taxpayers. The largest taxpayers are industries such as Chrysler Corporation, Detroit Edison Company, Monsanto Chemical Corporation, and McLouth Steel Corporation.

There is a potential increase in the size of the bargaining unit due to reorganization of the command ranks in the police department, with a consequent reduction in the number of command officers. Evidence was presented of crime statistics in the city, which in general are relatively low in comparison with some other communities closer to Detroit. Whatever may be the crime statistics, however, the panel accepts as fact the dangerous and vital function performed by members of the bargaining unit, and detailed explanation of those duties in this proceeding is deemed unnecessary. All applicants for positions in the Trenton Police Department must have a high school degree or its equivalent and they take part in a number of in-service training programs. Promotion to higher

ranks is based primarily on seniority plus completion of certain training requirements, such as community college and university programs, and specialized areas of police work. Statistics indicate there is an approximate ratio of 14 applicants to each new hire. Current procedure is to follow a two year progression from hiring to the top rate for a patrolman but the City proposes that the progression for officers hired after July 1, 1974 be increased to four years, beginning with 75% of the top rate and increasing in 5% intervals at six months, one year, eighteen months, two years and three years with the maximum reached in four years. All figures set forth hereinafter, however, are based on the two year progression.

WAGES

The wage rates under the last expired contract covering the fiscal year 1971-72 were:

<u>Category</u>	<u>Start</u>	<u>6 Months</u>	<u>One Year</u>	<u>18 Months</u>	<u>2 Years</u>
Patrolman	\$10,712	\$10,983	\$11,294	\$11,633	\$12,000
Corporal	\$12,300				
Sergeant	\$12,800				
Detective Sgt.	\$13,200				
Dog Warden	\$ 9,000				

The last offers for the two fiscal years involved in these proceedings are:

Last Offers for 1973-74

<u>Union Position</u>	<u>Start</u>	<u>6 Months</u>	<u>One Year</u>	<u>18 Months</u>	<u>2 Years</u>
Patrolman	\$11,300	\$12,200	\$13,100	\$14,000	\$14,950
Corporal	\$15,350				
Sergeant	\$15,850				
Dog Warden	\$11,950				

City
Position

Patrolman	\$12,764	\$13,087	\$13,457	\$13,862	\$14,300
Corporal	\$14,600				
Sergeant	\$15,100				
Dog Warden	\$11,300				

Last Offers for 1974-75

Union
Position

Patrolman	\$11,700	\$12,750	\$13,800	\$14,875	\$15,950
Corporal	\$16,350				
Sergeant	\$16,850				
Dog Warden	\$12,950				

City
Position

Patrolman	\$13,656	\$14,002	\$14,398	\$14,831	\$15,300
Corporal	\$15,600				
Sergeant	\$16,100				
Dog Warden	\$12,300				

After studying wages in surrounding communities and within the city itself, and considering the other criteria set forth in §9 of the statute, a majority of the panel is in accord with the last

offer presented by the City. Based upon somewhat incomplete data presented to the panel, the average maximum patrolman salary in other downriver communities was \$13,300 for the 1973-74 fiscal year and the City's offer for the same period was \$14,300. The City's offer, therefore, will place the maximum salary for a patrolman approximately \$1,000 higher than the average maximum salary for patrolmen in other downriver communities for the 1973-74 fiscal year. The City has offered a \$1,000 increase for the 1974-75 fiscal year with commensurate increases for other ranks in the bargaining unit. The City's offer is also substantial when compared with other City employees; for example, the maximum for a firefighter during the 1973-74 fiscal year was \$13,151 while a senior maintenance employee in the Department of Public Works received \$11,294.

The City of Trenton is fortunate in enjoying excellent fiscal health and the majority of the panel is convinced members of the bargaining unit should be compensated at rates that would place them in the upper percentiles of communities in the downriver Detroit metropolitan area. The City's offer for the fiscal years 1973-74 and 1974-75 has recognized this obligation and meets the requirements of §9 of the statute. This reasoning applies to all of the classifications and ranks set forth in the opinion above.

In the Union's Statement of Final Position submitted following conclusion of the hearings, it is argued that the City has offered less in economic benefits in the course of these proceedings than it previously had placed on the table for settlement purposes. Since those arguments are again ably set forth in the dissenting opinion of the Union panelists annexed hereto, it is necessary to state that the settlement posture of the parties prior to and during the course of these proceedings was not, and is not now, before the panel. In the opinion of the Chairman, to consider positions put forth by either party in good faith but unsuccessful settlement endeavors would be contrary to the legislative standards contained in the Act. Parenthetically, the Chairman repeatedly urged the parties to settle their contract differences -- recognizing the Union's failure to timely request arbitration for the 1972-73 fiscal year as presenting a major obstacle to contract resolution -- and prior to the close of the hearings, remanded the dispute to the parties under §7a, believing that the parties were in fact close to settlement and that settlement was in their own best interests.

ORDER

The City's last offer on wage rates for the fiscal years 1973-74 and 1974-75 for

the classifications of patrolman, corporal, sergeant, and dog warden is adopted, and ordered into effect retroactively where applicable.

FOUR YEAR PAY PROGRESSION

Previous collective bargaining agreements provided for a two year pay progression for patrolmen, with increases every six months from initial hire. The City would not change this progression for current employees in the bargaining unit but proposes an increase in the progression for employees hired on and after July 1, 1974 to a total of four years. Under the proposal, a beginning patrolman would be paid 75% of the current maximum rate with 5% increases after six months and after each yearly anniversary until the maximum wage is reached in four years. The City's position is that the current two year rate of progression for patrolman is too rapid in comparison with other City employees -- especially those required to have college educations. The Union opposes any change in the current rate of progression for patrolmen.

The panel believes the current two year rate of progression for patrolmen should be retained, as in prior contracts and as set forth above when considering the wage issue. The panel finds no clear cut trend to increase the rate of progression for patrolmen in comparable municipalities, even though some nearby communities

currently have a four year progression. The unique nature of and dangers involved in police work provide adequate justification for treatment which is not strictly comparable with other City employees, even those who may be more highly trained or schooled.

ORDER

The City's demand for a four year progression for newly hired patrolmen after July 1, 1974, in place of the previous two year progression to maximum salary for that classification, is denied.

HAZARD PAY OR GUN ALLOWANCE

Prior agreements between the parties did not provide any allowance for hazard pay or for carrying a gun while off duty. In its brief, the Union demands hazard pay, or a gun allowance, in the amount of \$100 for each employee in the bargaining unit for the fiscal year beginning July 1, 1973, and \$200 for the fiscal year beginning July 1, 1974, said allowance to be paid no later than July 15 of each year.

The City argues that such demand should be rejected. That police officers must carry guns while on duty has been taken into consideration in setting wage rates for the various ranks and the City submits it imposes no obligation on its officers to carry a

gun while off duty -- contrary to requirements in many other police departments which do pay such allowance. Therefore, the underlining rationale for the payment of hazard pay, or a gun allowance, is not here present. The City contends sufficient personnel are on duty at any time to meet the needs of the public and, therefore, it is unnecessary for officers to respond while off duty. While some officers may elect to carry a gun while off duty, they have not been directed to do so.

The panel finds that hazard pay, or gun allowance, is not justified in the present case and that the wage offer of the City adequately compensates police officers for the danger entailed in their work. The City imposes no requirement to carry a gun while off duty, and while an off-duty police officer would be expected to take the same action as any other citizen in the event he or she witnessed the commission of a crime, that civic responsibility does not justify payment of additional compensation.

ORDER

The demand of the Union that members of the bargaining unit be paid hazard pay, or a gun allowance, is denied.

HOLIDAYS

Under existing provisions, bargaining unit members receive nine paid holidays per year. The Union requests two additional paid holidays effective July 1, 1973, e.g., January 15 (Martin Luther King's birthday) and May 1 (Law Day). The City has offered one additional paid holiday beginning July 1, 1973, and another additional paid holiday beginning July 1, 1974.

There is no great discrepancy in the final positions of the parties, the only issue being whether the eleventh holiday will be added in the 1973-74 fiscal year or in the 1974-75 fiscal year. The panel finds the last offer of the Union more equitable under the circumstances of this case; it is in accordance with the trend in surrounding communities.

ORDER

In accordance with the demand of the Union, two holidays will be added to the collective bargaining agreement, effective July 1, 1973.

CALL-IN PAY

Under present practice, employees called back after completion of the regular workday, or if called back on their scheduled day off, receive time and one-half for all hours worked but not

less than two hours pay. In its last offer, the Union has requested a guarantee of three hours pay at time and a half, effective July 1, 1974. The City offered to continue the present practice but to increase the guarantee to four hours rather than the current two hours.

The panel finds the Union's demand for a three hour minimum or guarantee for call-in pay more equitable and more nearly in accord with commonly found practices. Thus, the only difference between the offers of the parties is that the City would guarantee four hours pay whereas the Union demands three hours at time and a half, or a total of four and a half hours.

ORDER

The Union's demand for a three hour minimum guarantee at time and a half for call-in pay is granted, effective July 1, 1974.

COURT TIME

Under present circumstances, a policeman subpoenaed or scheduled to appear before any court or administrative agency in actions pertaining to his law enforcement functions is compensated at the rate of time and one-half for hours he normally would be off duty. There is no minimum guarantee, however. The Union demands

three hours minimum pay at time and a half for off-duty court appearances, effective July 1, 1974. The City offers a guarantee of three hours at straight time for employees working the afternoon shift and a four hour minimum for employees working the night (midnight) shift. The City's offer would not apply to court time within two hours of an employee's scheduled shift.

The panel believes the more equitable position on court time is that submitted by the Union; that offer is more compatible with current practice among employers in general for off-duty work. Also, the Union's offer is compatible with the panel's conclusion on call-in pay.

ORDER

That the Union's demand for a three hour minimum guarantee at time and a half for court time incurred during off duty hours is granted, effective July 1, 1974.

VACATIONS

Under existing provisions, employees are granted 20 days of vacation per year if they have between one and twenty-five years of continuous service. After twenty-five years continuous service they receive an additional five days of vacation time. The Union's final demand is: five weeks of vacation after eighteen years of

service, effective July 1, 1973. The City has offered, beginning July 1, 1973, one additional vacation day for each year of service after twenty years, to a maximum of twenty-five days.

The Union argues that the City has granted its command officers the benefit it now requests. The City admits it did in fact negotiate such change for its command officers but submits this does not necessarily require a similar change for members of this unit; because of their supervisory positions, it is logical that command officers receive some additional fringe benefits. The vacation plans of comparable communities cited by the parties vary considerably in both the number of days and the amount of service necessary before a particular number of vacation days are granted per year.

After taking into consideration the amount of vacation given officers throughout their employment period and comparing such vacation benefits with various other communities in the downriver area, the panel finds the City's offer of increased vacation benefits to be more reasonable.

ORDER

The City's offer of increased vacation leave in the amount of one additional day for every year of service after twenty years, to a maximum of twenty five days per year, is granted.

PERSONAL DAYS

The Union demands two personal leave days per year, effective July 1, 1974, which days are to be taken at any time on 24 hours notice. These personal leave days are in addition to the bonus days presently allowed officers who have low or minimal sick leave utilization. The City offers to retain the current system of bonus days under its sick leave program.

Under existing provisions, if an employee uses five days or less of sick leave out of the fifteen days granted per calendar year, he is entitled to three personal leave days which are not chargeable against regular sick or vacation accrual. Such personal leave days are scheduled and taken only on the authorization of the chief of police or his designee.

After studying the exhibits offered by the parties and considering the City's current plan of bonus days incorporated under the sick leave provision of the contract, the panel finds the City's offer to be the more reasonable. We note particularly the number of personal leave days granted under the sick leave provisions in addition to normal vacation and sick leave accrual.

ORDER

The Union's demand for two personal leave days per year, in addition to

the three bonus days granted for unused sick time, is denied.

BLUE CROSS DRUG RIDER

At the present time, the City provides and pays the full cost of full family coverage under its Blue Cross-Blue Shield hospitalization insurance program. The current contract provides that any increase in the cost of this insurance will be paid by the City, including the cost of any Master Medical plan. The Union demands a drug rider be added to the current Blue Cross-Blue Shield program with the City paying the full cost of the benefit. ✓

The City has offered to add the drug rider but insists that employees must pay 50% of the increased cost of insurance placed into effect after January 1, 1974. The City argues that when it negotiates a contract, it considers the cost of all benefits granted. If the cost of such benefits increase, then it is only logical that the City should not bear the full burden of such increase. It further argues that other City employees pay 100% of any increase in costs whereas it asks the Union to pay only 50% thereof.

The panel concludes, based on the past practice of the parties, that the City should pay the full cost of health insurance coverage; therefore, the Union's demand is granted. Fully paid insurance is

not out of line with insurance benefits paid by other comparable employers.

ORDER

The Union's demand for addition of a drug rider to the current Blue Cross-Blue Shield health insurance program, the cost of which will be fully borne by the City, is granted.

This benefit shall be obtained as soon as possible after the date of these orders.

LONGEVITY

Under the most recent collective bargaining agreement between the parties, an employee with five years continuous service, on November 30, receives \$75 and an additional \$20 each year thereafter, to a maximum longevity payment of \$375 per year. The Union requests that effective July 1, 1974, the yearly contribution of the City be increased from \$20 to \$25 per year to a new maximum of \$450. The City, on the other hand, has offered to continue the same payment for both fiscal years beginning July 1, 1973 but would increase the maximum payment from \$375 to \$400 per year.

The City argues that its offer is uniform with amounts paid other Trenton employees and is more comparable with most downriver communities.

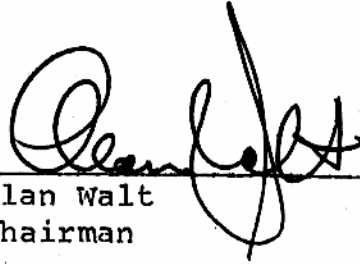
The panel concludes the Union demand regarding longevity pay should be granted, based upon its study of the evidence submitted by the parties and in light of other benefits granted or rejected herein. Accordingly, the panel concludes the contract should include increased longevity as requested by the Union.

ORDER

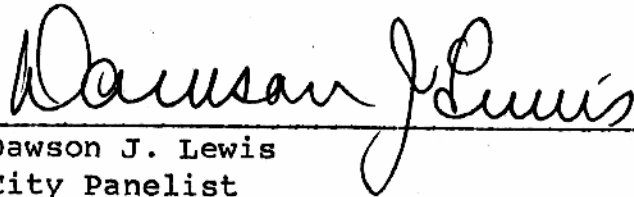
That longevity pay is hereby increased from a yearly increment of \$20 to \$25 with a maximum longevity payment in the amount of \$450, effective July 1, 1974.

THE ARBITRATION OPINION

This opinion has been prepared by the Arbitration Panel Chairman and represents his analysis of the record and exhibits. The Panel has met in executive session to discuss and review the transcript, the exhibits, and the respective arguments and the positions of the parties, including final modifications thereof. The foregoing orders represent the unanimous opinion of the Panel except for the Wages Order. The Union dissents from the majority opinion on wages and the dissent of the Union panelists is appended hereto and incorporated as part of this opinion. Each panelists has signed below, indicating his concurrence or dissent, as previously indicated, in the Orders of the panel.



Alan Walt
Chairman



Dawson J. Lewis
City Panelist

Howard J. Draft
Union Panelist

Southfield, Michigan

September 4, 1974

DISSENTING OPINION OF HOWARD DRAFT

The Arbitrator has accepted current employee demands as compared to current City offers, in the following token areas:

1. Call-in pay minimum guarantee of 3 hours at 1 1/2 time effective 7/1/74.

- a. This means, for practical purposes, a 4 1/2 hour minimum.
- b. The City has offered a 4 hour minimum.
- c. Per City Exhibit 22, the City had projected increased costs for this benefit for two years (from 7/1/73).
- d. Increased cost for one year is \$182.22, per City Exhibit 22.

But that increase is the sum between old City payment of two-hour minimum as compared to employee demand of 4 1/2 hour minimum. Presumably, the difference between 4 1/2 hour minimum and current City offer of 4 hour minimum, is only one-fifth of \$182.22, or \$36.22.

- e. If you divide the \$36.22 by 3 years, further divide it by 33 employees, further divide it by 2080 hours, the Arbitrator has accepted an employee demand that costs the City 2/100 of a penny more per hour than the City is willing to pay as of the time of its last offer.
- f. If you further consider the fact that the City has previously offered to pay this benefit for 2 years, and will now only have to pay it for one year, then the employees indeed accept a net loss in this area in terms of this Arbitration Award.

2. Court-time minimum guarantee of 3 hours at 1 1/2 time effective 7/1/74.

- a. Similar reasoning, as compared to call-in time, applies to court-time.
- b. The City's current offer is 3 hours pay guarantee for afternoon shift employees, four hours for midnight employees. This compares to a flat 1 1/2 time under the old contract, without guarantee.
- c. Assuming the City's current offer to be at least 50% better than old contract provisions, and accepting the figures on City Exhibit 22, this means increased cost to the City of approximately \$1,885.57.
- d. On an hourly basis over the life of the contract, the Arbitrator has accepted an employee demand that costs the City 60/100 of a penny more per hour than the City is willing to pay as of the time of its last offer.

3. Premium pay for worked holidays effective July 1, 1974.

- a. This is a benefit which the downriver communities of Ecorse, Woodhaven, Riverview, Flat Rock, Southgate and Wayne already get. The nearby communities of Taylor, Lincoln Park and Dearborn get it, too.
- b. It is a benefit which the City is willing to pay, per pages 3 and 27 of its Brief of August 1, 1974.

4. Two additional holidays, for a total of 11 holidays effective 7/1/73.

- a. The only difference between City offer and employee demand, is that the City would defer one of the extra holidays to July 1, 1974, rather than giving both of them in 1973.
 - b. This means that, since old contract expiration, the Arbitrator has given each employee \$54.96 more than the City has been willing to pay, or, dividing that by 6240 hours, about 9/10 of a penny per hour.
5. Longevity pay increase of \$5.00 per year in rate of progression, after five years of service to maximum at 20 years of service, effective 7/1/74.
- a. In its Brief, the City points out that this computation would give a 10 year employee an increase of \$25.00 per year over the City's offer.
 - b. Assuming that this \$25.00 per year is somewhat of an average for all employees, this results in an hourly increase of 1 1/4 pennies, or 4/10 of a penny over the three year period.

The summary of the Arbitrators acceptance of employee demands is that the Arbitrator has accepted employee demands which cost the City less than 2 ¢ per hour more than it was willing to pay over the three years from expiration of the old contract to expiration of the new contract. Now that doesn't sound awfully grotesque on its face, but let's examine what the employees had to give up in order to get that 2¢ per hour.

First, by this Arbitrator's Award, they have given up \$100.00 each in wages:

1. The City had offered:

'72-'73	-	\$900.00	x	3	=	\$2,700.00
'73-'74	-	\$900.00	x	2	=	1,800.00
'74-'75	-	\$1200.00	x	1	=	<u>1,200.00</u>
						\$5,700.00

2. The Arbitrator accepts:

'73-'74	-	\$2,300.00	x	2	=	\$4,600.00
'74-'75	-	\$1,000.00	x	1	=	<u>1,000.00</u>
						\$5,600.00

Second, they have given up at least five months of paid drug rider at a cost of roughly \$10.00 each, which the City had offered to give them as of April, 1974.

Third, they have given up \$50.00 each of cleaning allowance, which the City had offered to pay them effective July 1, 1972.

Fourth, they have given up one extra week of vacation after 18 years of service which the City had offered to give them during negotiations, leaving their vacation benefit behind River Rouge, Ecorse, Allen Park, Lincoln Park, Riverview, Southgate, Westland, Wayne, Taylor, Livonia, Dearborn, etc.

Fifth, they have gotten no personal days such as obtain in River Rouge, Southgate, Wayne, Ecorse, Lincoln Park, Dearborn and Taylor.

Sixth, they will continue to get between \$100.00 and \$200.00 less per year in clothing and cleaning allowance than Lincoln Park, Riverview, Woodhaven, River Rouge, Flat Rock, Ecorse, Southgate, Wyandotte, Westland, Wayne, Taylor and Livonia.

Seventh, assuming a \$200.00 longevity pay for the average 10-year officer, they will get about \$400.00 per year less than the typical Oakland County officer who gets 4% of roughly \$15,000.00 average wages for longevity.

Eighth, they will get no cost-of-living allowance as is typical in industry in their community.

Ninth, they will not be awarded a hazard allowance which was requested at \$100.00 average per year over the three years, as compared to \$365.00 per year in River Rouge, Ecorse, Allen Park, Wyandotte and Taylor.

Tenth, they will have had to wait nearly three and a half years since their last wage increase; nearly two and a half years since expiration of their last contract.

Summarizing what Trenton officers have given up, it is at least \$160.00 apiece in wages, drug rider and cleaning allowance as compared to the City's offer prior to arbitration. This Arbitrator has, thus, succeeded in giving Trenton officer 1/2 cent less per hour, over three years, than the City had originally or now offers.

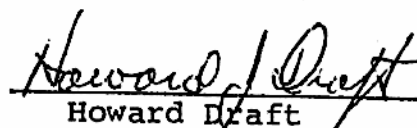
This Arbitrator has succeeded in giving Trenton officers approximately \$500.00 less per year, or 25 cents an hour less, than most downriver communities pay out in clothing, cleaning and hazard allowance.

This Arbitrator has succeeded in giving Trenton officers about \$400.00 less per year, or 20 cents an hour less, than most Oakland County communities pay out in longevity per year.

This Arbitrator has been able to do all of this for the second or third richest community in the State of Michigan, for a period over which they paid no wage increase at all during three years of rampant inflation.

If I understand his justification for same, it is because the employee wage demand is \$650.00 too high when compared to the City offer of \$15,300.00. This panel member does not believe that such \$650.00, or approximately 4% of \$15,300.00, or 1 1/3% when divided over 3 years, is out-of-line at all when viewed, particularly, in the history of negotiations.

Compulsory arbitration is supposed to be a substitute for strikes. No union, no decent working man or woman, would ever have waited 2 1/2 years before striking, and they certainly would not have waited 2 1/2 years for a settlement in the nature of this arbitration award.


Howard Draft