This arbitration proceeding was conducted in accordance with the provisions of Act 312 of the Public Acts of Michigan 1969, between the Warren Police Officers Association (hereinafter the "Association"). The City of Warren (hereinafter the "City"), is a Michigan municipal corporation located in Macomb County, Michigan. The Association is a duly recognized bargaining agent for the Warren Police Officers.

The last Agreement entered into by and between the parties hereto covered a period from July 1, 1974 through June 30, 1976.

hearings. Conferences between the members of the panel of arbitrators were held prior to the signing of the Award on the issues.

ARBITRATION PANEL:

E. J. Forsythe, Chairman
Earl R. Boonstra, City Panel Member
Jack Wood, Association Panel Member

For the City:

Richard N. Parker, Labor Relations Director
Leonard A. Sikorski, Inspector and Witness
Frank Muser, Assistant City Controller and Witness
Michael Woodhouse, Labor Relations Assistant and Witness
James A. Fairchild, Witness
John Hanrahan, Controller and Witness
Philip G. Tannian, Attorney and Witness
Charles Groesbeck, Senior Inspector and Witness
Ted F. Hamara, Chief Assistant Prosecuting Attorney
March Grossman, Michigan Municipal League and Witness

For the Association:

Marc G. Whitefield, Attorney
Charles Withers, Consultant and Witness
Richard Dabrowski, W.P.O.A. Secretary
Jerry Loeffler, W.P.O.A. Co-Chairman
Gerald Armstrong, W.P.O.A. Vice President
Edward Kelly, Witness
Gerald Gidner, W.P.O.A. Co-Chairman
Preston Oabe, Witness
William Fitzpatrick, W.P.O.A. President and Witness
Edward Ritenour, Southfield Police Department and Witness
Warren Perlove, Attorney and Witness

Testimony was presented by the persons named above on various days of the hearings. The Union submitted fifty
exhibits and the City submitted one hundred eighty-one exhibits. Three (3) exhibits were introduced jointly by the parties.

No issue of arbitrability was raised. No question was raised as to the legality of the arbitration panel to determine the issues presented. Time limits were extended as required to meet the restrictions of the statute.

The parties stipulated that certain issues were in dispute between them, which issues will be discussed throughout the balance of this award. Where there was some difference with respect to the true nature of the issue in dispute as it involved the initial presentation, negotiations and presentation at this hearing, it will also be noted in the discussion of the particular issue or issues.

A threshold question of major importance is the determination of "comparable communities". The Act requires the Panel to compare 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 in public employment in comparable communities. In these proceedings, the City and the Association each proposed certain cities alleged to be comparable to the City of Warren. The City's list is as follows:
<table>
<thead>
<tr>
<th>Pontiac</th>
<th>Fraser</th>
</tr>
</thead>
<tbody>
<tr>
<td>Royal Oak</td>
<td>Grand Rapids</td>
</tr>
<tr>
<td>Westland</td>
<td>St. Clair Shores</td>
</tr>
<tr>
<td>Flint</td>
<td>Ann Arbor</td>
</tr>
<tr>
<td>Warren</td>
<td>Sterling Heights</td>
</tr>
<tr>
<td>Livonia</td>
<td>Saginaw</td>
</tr>
<tr>
<td>Hazel Park</td>
<td>Lansing</td>
</tr>
<tr>
<td>East Detroit</td>
<td>Macomb County</td>
</tr>
<tr>
<td>Roseville</td>
<td>Southfield</td>
</tr>
<tr>
<td>Dearborn</td>
<td>Centerline</td>
</tr>
<tr>
<td></td>
<td>Madison Heights</td>
</tr>
</tbody>
</table>

The Association proposed the following list of comparable cities:

<table>
<thead>
<tr>
<th>Detroit</th>
<th>Redford Township</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pontiac</td>
<td>Livonia</td>
</tr>
<tr>
<td>Dearborn Heights</td>
<td>Roseville</td>
</tr>
<tr>
<td>Royal Oak</td>
<td>Dearborn</td>
</tr>
<tr>
<td>Westland</td>
<td>Lincoln Park</td>
</tr>
<tr>
<td>Warren</td>
<td>St. Clair Shores</td>
</tr>
<tr>
<td>Ann Arbor</td>
<td>Taylor</td>
</tr>
<tr>
<td>Sterling Heights</td>
<td>Southfield</td>
</tr>
</tbody>
</table>

It was noted that the following cities are common to both the Association and the City lists:

<table>
<thead>
<tr>
<th>Pontiac</th>
<th>Livonia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ann Arbor</td>
<td>Sterling Heights</td>
</tr>
<tr>
<td>Royal Oak</td>
<td>Roseville</td>
</tr>
<tr>
<td>Westland</td>
<td>Dearborn</td>
</tr>
<tr>
<td>Warren</td>
<td>St. Clair Shores</td>
</tr>
</tbody>
</table>

The City objected to the inclusion of Detroit as a comparable community. It cites Act 132 Arbitration Harry Platt as noting "there is no city comparable to Detroit in Michigan." The Union takes serious exception to the inclusion of Flint, Lansing and Grand Rapids as being out of the Southeastern Michigan area, and further, that certain of

- 4 -
the cities such as Madison Heights and Centerline are considerably smaller than Warren. The record reflects a multitude of positions, arguments, factors and data in support of and denial of the various positions of both parties.

The City delegate opposes the inclusion of Detroit, Dearborn Heights, Redford Township, Lincoln Park and Taylor as comparable. The Association delegate objects to the inclusion of Flint, Lansing, Saginaw, Macomb County, Hazel Park, East Detroit, Fraser, Grand Rapids, Madison Heights and Centerline as comparable. The Panel, with the objections noted, by a majority finds, based on the entire record, that eighteen communities (including Warren) are listed by one or both of the parties, all located in the same Southeastern Michigan area, being more or less contiguous, possessing a common economic thread; and further, which all call upon their police departments to perform generally similar work under generally similar working conditions. The seventeen communities to be used as comparable to Warren for purposes of this Act 312 arbitration are:

<table>
<thead>
<tr>
<th>Pontiac</th>
<th>Sterling Heights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ann Arbor</td>
<td>East Detroit</td>
</tr>
<tr>
<td>Dearborn Heights</td>
<td>Roseville</td>
</tr>
<tr>
<td>Royal Oak</td>
<td>Dearborn</td>
</tr>
<tr>
<td>Westland</td>
<td>Lincoln Park</td>
</tr>
<tr>
<td>Redford</td>
<td>Fraser</td>
</tr>
<tr>
<td>Livonia</td>
<td>St. Clair Shores</td>
</tr>
<tr>
<td>Hazel Park</td>
<td>Taylor</td>
</tr>
<tr>
<td>Southfield</td>
<td></td>
</tr>
</tbody>
</table>
WAGES -- FIRST YEAR

Last Best Offer of the City. For the contract year 1976-77, the City proposes that the present four-year police officer base of $15,969 be increased effective 7/1/76 by 9 percent, establishing a new base as of 7/1/76 of $17,406. The City proposes the continuation of the 10 percent differential for corporal.

Last Best Offer of the Association. It is the Association's proposal there shall be a rate increase effective as of 7/1/76 in the amount of 12 percent increasing the maximum base rate to $17,885, and also requests the 10 percent differential for corporal be maintained.

The panel designates the above offers as economic issues. An examination of the record reflects many arguments by the Association that a large increase should be granted to meet inflation and other costs. The City, on the other hand, points to its testimony that the police officers' salaries have exceeded the cost of living increases over a period of several years. Each party adequately demonstrates through its testimony its respective arguments, each based on starting points which vary.

In view of the great emphasis which the Act requires the Panel to place upon comparable cities, a review of the
record indicates the following salary positions were the City's 9 percent increase granted, and the position of the City were the 12 percent increase requested by the Association be granted.

Based on 9 percent increase:

- Pontiac: $17,689
- Ann Arbor: 17,682
- Dearborn Heights: 17,610
- Royal Oak: 17,562
- Westland: 17,460
- Warren: 17,406
- Redford: 17,174
- Livonia: 17,139
- Hazel Park: 17,100
- Southfield*: 17,090
- East Detroit: 16,926
- Roseville: 16,813
- Dearborn: 16,759
- Lincoln Park: 16,750
- Fraser: 16,750
- St. Clair Shores: 16,371
- Taylor: 16,224
- Sterling Heights*: 16,000

(*In arbitration)

Median -- $16,844
Average - $17,028

Based on 12 percent increase:

- Warren: $17,885
- Pontiac: 17,689
- Ann Arbor: 17,682
- Dearborn Heights: 17,610
- Royal Oak: 17,562
- Westland: 17,460
- Redford: 17,174
- Livonia: 17,139
- Hazel Park: 17,100
- Southfield*: 17,090
- East Detroit: 16,926
- Roseville: 16,813
- Dearborn: 16,759
- Lincoln Park: 16,750
Fraser $16,750
St. Clair Shores 16,371
Taylor 16,224
Sterling Heights* 16,000

(*In arbitration)  Median -- $16,942
Average - $17,054

The City's last best offer would place Warren in the top one-third of the comparable cities and above the average and median. The Union's last best offer would place Warren at the top of the list of comparable cities. The Chairman does not find that the record demonstrates so dramatic an increase as called for by the 12 percent Association's last best offer. Accordingly, over the vigorous dissent of the Association delegate, the Panel, by majority decision, selects the City's last best offer with respect to wages for the first year of the contract as more nearly meeting the statutory factors as set out in the Act. Mr. Boonstra concurs, Mr. Wood dissents.

**AWARD**

The City's last best offer for the first year of the agreement is granted.
WAGES -- SECOND YEAR

Last Best Offer of the City:

<table>
<thead>
<tr>
<th>Date</th>
<th>Base</th>
<th>Increase</th>
<th>New Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/77</td>
<td>Police Officer Base</td>
<td>7/1/77</td>
<td>7/1/77</td>
</tr>
<tr>
<td></td>
<td>$17,406</td>
<td>5%</td>
<td>$18,276</td>
</tr>
</tbody>
</table>

Last Best Offer of the Association: The Association proposes that Warren Patrolmen receive a 6.5 percent increase in base wages whereby the maximum base wage is increased to $19,047 and that the 10 percent differential between Patrolmen and Corporals is maintained thereby bringing Warren Corporal wages to $20,951.

DISCUSSION

It is noted that each of the parties in their last best offer computed the second year adjustment, effective 7/1/77, on the base initially proposed by them for the first year wage adjustment. The Panel assumes that each party intends to apply the percentage reflected respectively in its last best offer to be applied to the salary awarded by the Panel for the first year.

Accordingly, the City's last best offer would provide a 5 percent increase on a base of $17,406, or $870; whereas the 6.5 percent increase proposed by the Association would
result in an $1,131 increase for year starting 7/1/77. The Panel further notes that each party is proposing a Cost-of-Living adjustment to be effective during various times in the contract. The Panel further notes there is a paucity of evidence with respect to contracts in comparable cities effective 7/1/77.

On the basis of all the facts in this record, the Panel, over the vigorous dissent of the City delegate, finds that the Association's last best offer of a 6.5 percent increase effective 7/1/77 more nearly meets the criteria set forth in the Act.

**AWARD**

The Association's last best offer with respect to wages for the second year is awarded. Mr. Wood concurs, Mr. Boonstra dissents.
COST OF LIVING

Last Best Offer of the City. New contract to contain a provision effective the second year (7/1/77) as follows:

Effective July 1, 1977, all employees covered by this agreement shall be entitled to receive a cost-of-living allowance as determined below:

(a) The cost of living allowance will be determined in accordance with changes in the Consumers Price Index for urban wage earners and clerical workers for the Detroit area published by the Bureau of Labor Statistics, U.S. Department of Labor (1957-59 equal 100) and hereinafter referred to as the index.

(b) Based on the index as of June 30, 1977, each employee will receive a one cent ($ .01) adjustment for each hour paid during the July 1, 1977 through September 30, 1977, quarter, and thereafter for each .4 increase in the index up to a maximum of eight cents ($ .08) per quarter. Payment will be made by the second pay day after the index is published for the closing month of the quarter. At the end of each quarter, the basic index for the next quarter shall be as the end of the previous quarter.

(c) The amount of increase which has occurred from July 1, 1977 through December 31, 1977, and each six (6) months thereafter up to a maximum of six cents ($ .06) per hour will be added to the pay rate for each classification covered by this agreement.

(d) Decreases in the index will not result in a downward adjustment in the amount added to the wage rate under the previous section. Recovery from decreases will not be reflected in the wage rate until the index rises above the previous maximum value. The amount of the cost-of-living allowance in effect at the time shall be included in computing overtime and vacation pay.
Last Best Offer of the Association: The Association proposes for every member of its bargaining unit there be continuation of the current Cost-of-Living formula as detailed in the most recent contract between the City of Warren and the Warren Police Officers Association which provides in general for a one-time lump sum Cost-of-Living payment which equals base salary times the Bureau of Labor Statistics All Cities Consumer Price Index percentage increase over 5 percent, but not greater than 8 percent for the period May, 1976 (169.2) through May, 1977 (180.6), (11.4 points differential, 6.7 percent increase); thereby multiplied $17,885 x 1.7\% = $304.04 for Patrolmen and $19,673 x 1.7\% = $334.44 for Corporals.

DISCUSSION

At the outset it must be noted that the Association requests, as its last best offer, a Cost-of-Living for the first year of the contract. It requests in part that the parties "maintain present practice".

The City argues that the preceding collective bargaining agreement, reflects that the present practice of the parties is not to include in the labor agreement a Cost-of-Living increase during the first year of the two-year contract. The City submits that this is further buttressed by the other
contracts of the City, which have been entered into the record. The Chairman, however, selects the Association's last best offer with respect to Cost-of-Living for the second year and grants a Cost-of-Living adjustment in the first year of the contract.

Each of the parties in its last best offer proposed Cost-of-Living for the second year of the agreement, effective 7/1/77. While the City proposes that the Consumers Price Index for Urban Wage Earners and Clerical Workers for the Detroit Area published by the Bureau of Labor Statistics, U.S. Department of Labor, 1957-59=100 be used, the Association does not designate which Cost-of-Living index shall be used. Each uses the same factor, .4 - 1c.

The City proposes an 8c cap each quarter, and further proposes that at 6-month intervals a maximum of 6c be folded in the pay rate for each classification covered by the agreement. The Association proposes an annual cap of 30c per hour, but proposes that Cost-of-Living adjustments be folded into each employee's base wage rate on a quarterly basis "as soon as reasonably possible" during the contract year. The City says that this poses a significant administrative problem, and while the parties do not appear to be considerably apart with respect to measurement of the Cost-of-Living during the second year,
the unusual request that Cost-of-Living adjustments be folded into the employee's base wage rate quarterly does not appear in any of the Cost-of-Living comparisons submitted in the record. It is further noted that only eleven of the eighteen comparable cities, including Warren, provide for any Cost-of-Living, as noted, none provide for a fold-in procedure such as proposed by the Association which would, on its face, eliminate the possibility of reducing the Cost-of-Living during a period in which the Cost-of-Living Allowance was reduced due to a decrease in the CPI.

Accordingly, the Panel selects the City's last best offer with respect to Cost-of-Living for the second year as more nearly in accord with the criteria set forth in the Act.

AWARD

On Cost-of-Living, the Association's request that the parties maintain present practice is granted for the first year. Mr. Wood concurs, Mr. Boonstra dissents. The City's request on Cost-of-Living is granted for the second year of the Contract. Mr. Boonstra concurs, Mr. Wood dissents.
LONGEVITY

Last Best Offer of the City: First year -- Effective July 1, 1976, maximum base salary to be increased to $12,500. Second year -- Effective July 1, 1977, maximum base salary to be increased to $15,000.

Last Best Offer of the Association: The Association proposes for every member of its bargaining unit that the Longevity Pay Program be maintained with the base upon which percentage amount is applied be increased from $10,225 to $12,500 the first year, and from $12,500 to $15,000 the second year.

DISCUSSION

The Panel finds no difference in the City's and the Association's last best offers and accordingly awards the last best offer of the Association with respect to longevity pay for the first and second year of the agreement.

AWARD

The last best offer of the Association on longevity for the first and second year is granted.
AUTOMATIC PENSION TO SPOUSE

Last Best Offer of the City: Whereas, the legislature of the State of Michigan, over the objections of the City of Warren and other municipalities, adopted the following resolution:

Upon the death of a retiree who retires on or after July 1, 1975 and who is receiving a regular retirement pension, his or her spouse, if living, shall receive a pension equal to 60 percent of the straight life pension the deceased retiree was receiving.

The employees covered by this agreement will be required to contribute the actuarial amount determined to be necessary to fund this additional benefit.

Last Best Offer of the Association: The Association proposes for every member of its bargaining unit that the City continues to pay the cost of the Automatic Pension to Spouse provision as reflected in Act #345 as of July 1, 1975, and that there be no change in the status quo.

DISCUSSION

Although the record reflects that there was inability on the part of the City to effectively negotiate with respect to the automatic pension change enacted by the legislature of the State of Michigan, the Panel, with the
City delegate dissenting, selects the Association's last best offer as more in accord with the past practice of the parties and the record reflected in these proceedings.

AWARD

The Association's last best offer with respect to automatic pension to spouse is granted. Mr. Wood concurs, Mr. Boonstra dissents.
SICK LEAVE

Last Best Offer of the City: Sick leave plan be revised as follows:

The accumulated sick leave bank of each bargaining unit employee be converted to its dollar equivalent as of December 31, 1975. Thereafter, bargaining unit employees to continue to earn twelve (12) sick leave days per calendar year. At the conclusion of calendar year 1976 and each year thereafter, days earned in such year and not used for sick leave or personal leave shall be converted to their then dollar equivalent at the pay rate in effect on December 31. Other than for the current year, the sick leave bank will be maintained at a dollar amount rather than a particular number of days. All sick leave usage over and above that earned and unused within the current year to consist of increments of one day's pay at the then existing pay rate of the employee using same. Upon death, an employee's beneficiary to receive one-hundred percent (100%) of his accumulated dollar sick bank. Upon retirement, an employee to receive eighty percent (80%) of his accumulated dollar sick bank. Upon resignation from the City in good standing after five (5) years of service, an employee to receive twenty-five percent (25%) of his accumulated dollar sick bank.

Last Best Offer of the Association: The Association proposes for every member of its bargaining unit that the Sick Leave Program as reflected in the most recent contract between the City of Warren and the Warren Police Officers Association be continued and that there be no change in the status quo.
DISCUSSION

The City presented a new plan for accumulation and payment of sick leave. There is much to be said for the inequality of the present program wherein an employee earns sick leave at one salary rate and receives accumulated pay at a subsequent rate, which, over several years, will vary considerably. However, a search of the comparables does not warrant this Arbitration Panel granting the City's last best offer. Accordingly, and with the City delegate dissenting, the Panel selects the Association's last best offer as more nearly in accordance with the statutory criteria governing this arbitration.

AWARD

The Association's last best offer on sick leave is granted. Mr. Wood concurs, Mr. Boonstra dissents.
GUN ALLOWANCE

City's Last Best Offer: Continue present practice (no gun allowance).

Association's Last Best Offer: Gun allowance/hazard duty pay. The Association proposes for every member of its bargaining unit that each officer receive an annual payment of $365 to be paid at the beginning of the contract year (7/1/76) as compensation for carrying a weapon and/or taking police action while off duty.

GUN ALLOWANCE/HAZARD PAY
(Comparison of Cities)

<table>
<thead>
<tr>
<th>City</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pontiac</td>
<td>$365</td>
</tr>
<tr>
<td>Ann Arbor</td>
<td>0</td>
</tr>
<tr>
<td>Dearborn Heights</td>
<td>0</td>
</tr>
<tr>
<td>Royal Oak</td>
<td>0</td>
</tr>
<tr>
<td>Westland</td>
<td>$365</td>
</tr>
<tr>
<td>Warren</td>
<td>0</td>
</tr>
<tr>
<td>Redford</td>
<td>$250</td>
</tr>
<tr>
<td>Livonia</td>
<td>$365</td>
</tr>
<tr>
<td>Hazel Park</td>
<td>0</td>
</tr>
<tr>
<td>Southfield</td>
<td>0</td>
</tr>
<tr>
<td>East Detroit</td>
<td>0</td>
</tr>
<tr>
<td>Roseville</td>
<td>0</td>
</tr>
<tr>
<td>Dearborn</td>
<td>$300</td>
</tr>
<tr>
<td>Lincoln Park</td>
<td>$365</td>
</tr>
<tr>
<td>Fraser</td>
<td>0</td>
</tr>
<tr>
<td>St. Clair Shores</td>
<td>0</td>
</tr>
<tr>
<td>Taylor</td>
<td>0</td>
</tr>
<tr>
<td>Sterling Heights</td>
<td>0</td>
</tr>
</tbody>
</table>

DISCUSSION

The Association initially discussed gun allowance, and
in time altered their proposal to include gun allowance/hazard duty pay, as reflected in the record. To this extent this involves hazard pay, it was taken care of in a previous collective bargaining agreement between the parties when "hazard pay" was instituted as shift pay, which subsequently has been called "shift premium". (City Exhibit 61a)

The record testimony is the Association stating this payment is necessary and urgently required for the duty involved, while the City indicates it is simply another way to receive a wage increase. The base salary of police officers compared with the salary of other municipal employees clearly includes a measure for hazard pay. An examination of the comparables indicates that six of the eighteen cities have gun allowance, with two, Ann Arbor and Taylor, in dispute on the record. The testimony does not entirely clarify the exhibits on this point.

Be that as it may, assuming the Association exhibits are correct, eight out of eighteen cities have some gun allowance. Based on the record, the panel selects the last best offer of the City and continues the existing practice: No Gun Allowance.

**AWARD**

The last best offer of the City on gun allowance is granted. Mr. Boonstra concurs, Mr. Wood dissents.

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HOLIDAYS

City's Last Best Offer: 1st year -- holiday rate to be increased to $60 per holiday. 2nd year -- no change

Association's Last Best Offer: The Association proposes for every member of its bargaining unit that employees continue to receive twelve (12) paid holidays per year at an employee's base rate of pay and that employees continue to receive their birthday off with pay.

DISCUSSION

The difference between the City's last best offer and that of the Association is the rate at which the twelve holidays will be paid. They are presently paid at the rate of $55 per holiday. In view of the fact that this is in effect an annual payment, it is of value to review the payment schedules of comparable cities. The holiday payment schedule, on an annual basis, indicates the following:

<table>
<thead>
<tr>
<th>City</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pontiac</td>
<td>$782</td>
</tr>
<tr>
<td>Ann Arbor</td>
<td>646</td>
</tr>
<tr>
<td>Dearborn Heights</td>
<td>813</td>
</tr>
<tr>
<td>Royal Oak</td>
<td>0</td>
</tr>
<tr>
<td>Westland</td>
<td>940</td>
</tr>
<tr>
<td>Warren</td>
<td>720</td>
</tr>
<tr>
<td>Redford Township</td>
<td>727</td>
</tr>
<tr>
<td>Livonia</td>
<td>890</td>
</tr>
<tr>
<td>Hazel Park</td>
<td>756</td>
</tr>
<tr>
<td>Southfield</td>
<td>723</td>
</tr>
<tr>
<td>East Detroit</td>
<td>781</td>
</tr>
</tbody>
</table>
Roseville  $647
Dearborn  709
Lincoln Park  644
Fraser  709
St. Clair Shores  693
Taylor  842
Sterling Heights  652

A close examination of the comparables does indicate that Warren provides less than the base rate irrespective of whether the holiday is worked. All the other cities provide at least a base rate of pay for the holiday, and seven of the cities listed provide additional compensation if the holiday is worked; five of these cities provide for time and one-half if the holiday is worked and two provide for double time if the holiday is worked.

**AWARD**

The Association's request is granted for both years in the matter of holiday pay. Mr. Wood concurs, Mr. Boonstra dissents.
SHIFT PREMIUM

City's Last Best Offer: Continue present practice.

Association's Last Best Offer: The Association proposes for every member of its bargaining unit an increase in the Shift Premium whereby employees assigned by the Department to work afternoons, split shift and midnights, as defined in the most recent contract between the City of Warren and the Warren Police Officers Association, shall be paid the following additional percentage per hour based upon base pay:

- 3% per hour, afternoons
- 4% per hour, split shift
- 5% per hour, midnights

Second year: The Association proposes for every member of its bargaining unit an increase in the Shift Premium whereby employees assigned by the Department to work afternoons, split shift and midnights, as defined in the most recent contract between the City of Warren and the Warren Police Officers Association, shall be paid the following additional percentage per hour based upon base pay:

- 4% per hour, afternoons
- 5% per hour, split shift
- 6% per hour, midnights
DISCUSSION

The contract presently calls for shift premium of 25¢ per hour for the afternoon shift, 27-1/2¢ per hour for a split shift and 30¢ per hour for the midnight shift. The City's last best offer proposes the present practice be continued.

The Association requests a change from the fixed sum for each shift to a two-step percentage of base salary for each shift. This issue is disposed of by an examination of the comparables. Such examination indicates that only three of the comparable communities provide for a percentage pay-off in computing shift premium. A further examination of the comparables indicates that Warren's present shift premium is near the top in comparison with the comparable cities.

Accordingly the Panel selects the City's last best offer as more nearly meeting the criteria of the Act.

AWARD

The last best offer of the City with respect to shift premium is granted. Mr. Boonstra concurs, Mr. Wood dissents.

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SUBCONTRACTING

City's Last Best Offer: Continue present practice as follows:

The Association recognizes that the City retains the sole right to manage its business, including the right to decide the services to be provided...to determine and redetermine job content...

Association's Last Best Offer: The Association proposes that the City shall not, except in cases of emergency, assign work currently being performed by officers covered under the bargaining unit outside agencies and/or departments. In addition thereto, the City hereby agrees to utilize and employ only "qualified law enforcement personnel" as the term is defined by Act 203 of the Public Acts of 1965 as amended, in order to accomplish the duties, assignments and responsibilities currently being performed by police officers covered under this contract.

DISCUSSION

The present practice which the City wishes to continue appears in the collective bargaining agreement, negotiated by and between the parties. The record is devoid of testimony that the proposal is based upon any existing dispute occurring between the City and the Association.
The Association presented testimony from which the Panel is invited to infer that morale would be improved by a greater sense of job security if subcontracting were prohibited (emergencies excepted, but an emergency is not defined); that police officers have the right to expect some easier type jobs (without reduction in pay) in case of injury or in later years; that this is an effort to prevent erosion of the bargaining unit; and that police personnel may be required to rely upon non-trained employees.

The City presented contra-testimony stating that there has never been a problem between the parties with respect to subcontracting work; that the clause would freeze into this bargaining unit clerical work currently done by two disabled officers; that the clause would prevent the reassignment of radio dispatching work to civilian dispatchers as well as identification technician work done by non-qualified sworn police officers; and that the President's Task Force Report notes that:

"many tasks now performed by sworn officers do not require police skills"

and further goes on to recommend that such tasks as record clerks, school crossing guards, lab technicians, court bailiffs, receptionists and the like be assumed by civilian personnel; further that there has never been a layoff in
the City of Warren and argues that the testimony with respect to increasing police officer commitment is not supported by the evidence. An examination of the comparable cities shows that no city has the type of clause there requested in their Agreement.

The Panel, on review of the testimony and upon the basis of heavy weight of the comparable communities, selects the City's last best offer as more nearly meeting the criteria of the Act.

AWARD

The City's last best offer with respect to subcontracting is granted. Mr. Boonstra concurs, Mr. Wood dissents.
VACATIONS

City's Last Best Offer: Continue present practice.

Association's Last Best Offer: The Association proposes for every member of its bargaining unit that the vacation schedule as reflected in the most recent contract between the City of Warren and the Warren Police Officers Association be altered to reflect a change in the amount of vacation time earned after twenty (20) years of service to thirty (30) days from the present twenty-seven (27) days. The remaining vacation schedule shall continue intact.

DISCUSSION

The present contract provides for vacation according to the following schedule:

1 through 10 years of service  two 10-day furloughs
11 years of service          one 10-day and one 11-day furlough
12 years of service          one 10-day and one 12-day furlough
13 years of service          one 10-day and one 13-day furlough
14 years of service          one 10-day and one 14-day furlough
15 years of service          one 10-day and one 15-day furlough
18 years of service          one 11-day and one 15-day furlough
20 years of service or more  one 12-day and one 15-day furlough

The testimony of the Association indicates that it recognizes the present plan to be at or near the top of the
comparable cities. However, it seeks to improve the last increment of the schedule.

The City testimony states that its plan reaches a high level quickly and then gradually tapers off. It argues that there is no proposal on the part of the Association to equalize the adjustments over the period of years to warrant an increase on the basis of readjusting the entire program.

The Panel is, therefore, in the position to reach its decision on the basis of the comparable communities. The schedule submitted on the comparable communities for the 20-year service increment is as follows:

<table>
<thead>
<tr>
<th>City</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pontiac</td>
<td>30</td>
</tr>
<tr>
<td>Ann Arbor</td>
<td>21</td>
</tr>
<tr>
<td>Dearborn Heights</td>
<td>25</td>
</tr>
<tr>
<td>Royal Oak</td>
<td>25</td>
</tr>
<tr>
<td>Westland</td>
<td>24</td>
</tr>
<tr>
<td>Warren</td>
<td>27</td>
</tr>
<tr>
<td>Redford Township</td>
<td>23</td>
</tr>
<tr>
<td>Livonia</td>
<td>27</td>
</tr>
<tr>
<td>Hazel Park</td>
<td>20</td>
</tr>
<tr>
<td>Southfield</td>
<td>20</td>
</tr>
<tr>
<td>East Detroit</td>
<td>25</td>
</tr>
<tr>
<td>Roseville</td>
<td>25</td>
</tr>
<tr>
<td>Dearborn</td>
<td>25</td>
</tr>
<tr>
<td>Lincoln Park</td>
<td>25</td>
</tr>
<tr>
<td>Fraser</td>
<td>20</td>
</tr>
<tr>
<td>St. Clair Shores</td>
<td>28</td>
</tr>
<tr>
<td>Taylor</td>
<td>33</td>
</tr>
<tr>
<td>Sterling Heights</td>
<td>20</td>
</tr>
</tbody>
</table>

On the basis of the comparables, the Panel selects the last best offer of the City as more nearly meeting the
criteria set forth in the Act.

AWARD

The last best offer of the City with respect to vacation is granted. Mr. Boonstra concurs, Mr. Wood dissents.
RESIDENCY

City's Last Best Offer: Continue present practice.

Association's Last Best Offer: The Association proposes that all members of its bargaining unit be permitted to live within 55 miles and/or one hour's distance from the boundaries from the City of Warren.

DISCUSSION

The present practice as adopted by the City of Warren City Council resolution is as follows:

All employees in the City service, including policemen and firemen, shall be required to maintain a bona fide residence within the corporate limits of the City during the period of their employment.

The present practice has been adopted by the City Council for the City of Warren and has been reaffirmed and in effect for many years. It not only applies to policemen and firemen, but to all City employees. There was no testimony of any exceptions or that any waivers to this rule have been granted or allowed. This is unlike cities where broad exceptions are tolerated. It is the presumed act of the citizens of Warren inasmuch as the rule has been in effect for many years, and the citizens have had ample opportunity to indicate a desire to reverse the
public policy of the City. It is, therefore, incumbent upon this Panel, none of whom are residents of the City, to tread lightly in this area in determining an element so important to the residents of the City.

The Association presented testimony inviting inferences to be drawn to the effect that: (a) morale would be increased if the residency rule were eliminated, (b) home harrassment would be minimized, (c) an officer would not become involved in neighborhood disputes, (d) employees would be able to report for work within duty requirements, (e) the Warren schools are not integrated insofar as minorities are concerned, (f) large parcels of land are not available within the City of Warren for police officers to purchase and reside, and (g) very likely not many officers would exercise the option if granted.

The City argued evidence that the economic make-up of the City and housing is such that officers have adequate income to live within the City, and that the City is a middle-income community and that officers, as such, do not suffer by comparison. There is no factual basis to support the testimony that family harrassment follows when a police-officer lives within the community, and that only one employee in the last twenty-eight years has resigned for the purpose of moving elsewhere. It argues that schools
are excellent, the library excellent, parks and other facilities are excellent compared to other communities.

It is further argued by the City that the 55 mile and/or one hour radius as proposed would be unworkable in that it would permit officers in Ontario, Canada; and further, that there is no clear measurement as to what "one hour" means. It notes that an officer may live one hour away on a clear, dry day at 2:00 p.m.; but 1-1/2 hours on the same day at 7:30 a.m. or 5:00 p.m.; or two or more hours away following a heavy snow storm.

The comparables also indicate that twelve of the eighteen cities have either full or restricted residency. Only six of the cities have no residency requirement.

Accordingly, this Panel selects the City's last best offer over the vigorous dissent of the Association delegate.

AWARD

The City's last best offer on residency is granted.

Mr. Boonstra concurs, Mr. Wood dissents.
### RESIDENCY REQUIREMENT

#### COMPAREABLE CITIES COMPARISON

<table>
<thead>
<tr>
<th>City</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pontiac</td>
<td>None</td>
</tr>
<tr>
<td>Ann Arbor</td>
<td>Reasonable distance (new hire yes)</td>
</tr>
<tr>
<td>Dearborn Heights</td>
<td>Yes</td>
</tr>
<tr>
<td>Royal Oak</td>
<td>No</td>
</tr>
<tr>
<td>Westland</td>
<td>No</td>
</tr>
<tr>
<td>Warren</td>
<td>Yes</td>
</tr>
<tr>
<td>Redford Township</td>
<td>30-mile radius (after 5 yrs.)</td>
</tr>
<tr>
<td>Livonia</td>
<td>Yes</td>
</tr>
<tr>
<td>Hazel Park</td>
<td>No</td>
</tr>
<tr>
<td>Southfield</td>
<td>No</td>
</tr>
<tr>
<td>East Detroit</td>
<td>Between 8 Mile &amp; Hall Road and Dequindre to Lake</td>
</tr>
<tr>
<td>Roseville</td>
<td>County</td>
</tr>
<tr>
<td>Dearborn</td>
<td>Yes</td>
</tr>
<tr>
<td>Lincoln Park</td>
<td>Yes</td>
</tr>
<tr>
<td>Fraser</td>
<td>7-mile radius</td>
</tr>
<tr>
<td>St. Clair Shores</td>
<td>Yes</td>
</tr>
<tr>
<td>Taylor</td>
<td>Yes</td>
</tr>
<tr>
<td>Sterling Heights</td>
<td>Yes</td>
</tr>
</tbody>
</table>
CLOTHING/CLEANING ALLOWANCE

City's Last Best Offer: Effective July 1, 1976, increase the clothing allowance $50, and effective July 1, 1977, increase the clothing allowance $25.

Association's Last Best Offer: The Association proposes $150 annually as a cleaning allowance, to be paid on November 1, 1977, and each year thereafter.

DISCUSSION

Union testimony indicated that six comparison cities have a separate cleaning allowance. Further, the City testified that only one provides a clothing allowance greater than Warren's (Union Exhibit 41).

<table>
<thead>
<tr>
<th>City</th>
<th>Clothing Allowance</th>
<th>Cleaning Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pontiac</td>
<td>$400</td>
<td>0</td>
</tr>
<tr>
<td>Ann Arbor</td>
<td>500</td>
<td>0</td>
</tr>
<tr>
<td>Dearborn Heights</td>
<td>300</td>
<td>0</td>
</tr>
<tr>
<td>Royal Oak</td>
<td>0</td>
<td>$100</td>
</tr>
<tr>
<td>Westland</td>
<td>450</td>
<td>0</td>
</tr>
<tr>
<td>Warren</td>
<td>325 (7/1/77)</td>
<td>0</td>
</tr>
<tr>
<td>Redford</td>
<td>225</td>
<td>225</td>
</tr>
<tr>
<td>Livonia</td>
<td>As Needed</td>
<td>0</td>
</tr>
<tr>
<td>Hazel Park</td>
<td>250</td>
<td>100</td>
</tr>
<tr>
<td>Southfield</td>
<td></td>
<td>200</td>
</tr>
<tr>
<td>East Detroit</td>
<td></td>
<td>125</td>
</tr>
<tr>
<td>Roseville</td>
<td></td>
<td>Fraser</td>
</tr>
<tr>
<td>Dearborn</td>
<td></td>
<td>St. Clair Shores</td>
</tr>
<tr>
<td>Lincoln Park</td>
<td></td>
<td>Taylor</td>
</tr>
<tr>
<td>Fraser</td>
<td></td>
<td>Sterling Heights</td>
</tr>
<tr>
<td>St. Clair Shores</td>
<td></td>
<td>350</td>
</tr>
<tr>
<td>Taylor</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>Sterling Heights</td>
<td>400</td>
<td>0</td>
</tr>
</tbody>
</table>
Testimony reflects that the Warren Police Officers Association does have the highest clothing allowance of any City of Warren bargaining unit.

The City has proposed an increase in the clothing allowance of $50 per year effective July 1, 1976, and an additional $25 per year effective July 1, 1977.

**DISCUSSION**

There are comparable cities with a separate cleaning allowance and in light of the economic determinations of this panel for the first year, the Association's request is granted.

Mr. Wood concurs, Mr. Boonstra dissents.
HEALTH INSURANCE -- FIRST YEAR

City's Last Best Offer: Contract be changed to provide that health insurance premium increases which occur after July 1, 1977, be assessed against bargaining unit employees.

Association's Last Best Offer: The Association proposes for every member of its bargaining unit that the City continue to pay health premium increases occurring since July 1, 1974, as reflected in the most recent collective bargaining agreement between the City of Warren and the Warren Police Officers Association, and that there be no change in the status quo.

DISCUSSION

Article 21, presently provides:

A. ...This plan, along with the riders, is to be provided for all employees and their families... at no cost to the employees...

City argument is that the cost of hospitalization insurance rose 29.6 percent in the one year period from October 10, 1974 to October 10, 1975; 13.4 percent in the period from October 10, 1975 to October 10, 1976; and that it is projected to rise another 15.0 percent on October 10, 1977. That represents a 68.9 percent increase in three years. City Exhibit #142 indicates that the total increased cost of health insurance for the Warren Police Officers

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Association bargaining unit since October 10, 1975 amounts to $187,337.82.

The real contention of the parties is in the second year of the Contract for Health Insurance. Accordingly, for the First year the present practice shall be continued.

AWARD

For the first year continue to present practice. Mr. Weed concurrs, Mr. Beemstra dissent.
HEALTH INSURANCE -- SECOND YEAR

City's Last Best Offer: All employees covered by this agreement shall be offered a Health Maintenance Organization Plan as an option to the current Blue Cross Plan. It is understood, however, that should the cost of such plan rise above the cost of the current Blue Cross Plan, the employee will pay the difference. All employees shall be advised of this stipulation in writing along with the policy duration at the time of enrollment.

Association's Last Best Offer: The Association proposes for all its members that there be instituted a Blue Cross/Blue Shield ML; INB-OB; OPC-OPPC Riders, with the premiums paid for by the City. All other portions of the Blue Cross/Blue Shield coverage currently in effect shall remain intact.

DISCUSSION

Present practice is as follows:

A. The Employer shall provide a medical insurance plan providing benefits no less than the benefits provided in the Blue Cross-Blue Shield Hospitalization Medical Plan known as MWF-1 with Master Medical, and including present riders plus a two-dollar ($2.00) prescription rider. This plan, along with the riders, is to be provided for all employees and their families and retired employees and their families at no cost to the employees or retirees.
(Employees are presently covered by Master Medical Option 1 and the following riders: D45NM, F-FC, SA-SD, PD-EL, MH-M and MM-AL, PD-$2.00.)

The Association requests that the present level of hospitalization benefits be increased and that the carrier be Blue Cross-Blue Shield of Michigan. The City's testimony in response to this demand is that since the cost of present coverage continues to skyrocket above the present rate of inflation, the costs associated with increasing the level of benefits would be an unreasonable burden to the City. It says that the costs of granting the Association's demands are not confined to the Warren Police Officers bargaining unit, but instead, through a clause which appears in the collective bargaining agreements of the four other city unions, the City would automatically have to grant such health insurance coverage increases to all the employees in these four other bargaining units. The testimony reflects that the total annual cost increase to the City if the Panel were to grant this demand, would be $462,852. This reflects an increase of 43 percent over the current costs.

The City's testimony and exhibits are that an alternate health insurance plan, which the City indicated could be made available to any one or all members of the bargaining unit as an option, would provide in excess of the increased benefits which the Association is asking at less than the costs of current coverage. The Association in its argument says that by demand that bargaining unit employees
pay for increased premium costs occurring after July 1, 1977, the City of Warren is seeking to establish a practice never before followed by any other bargaining unit in the City. Health insurance premiums have risen every year in all of the communities in both parties' comparisons, yet the City was unable to name one other municipality where its police officers have had to pay for such increases. It says that increases in this type of insurance have become almost routine over the years and the City of Warren has traditionally found the means to meet these payments. However, it says other City employees are not required to pay for this increased cost and there are no other communities requiring its police officers to pay for this increased cost, it maintains that there is no justification for making an example of Warren police officers in this regard.

DISCUSSION

The parties are not far apart in this regard other than requiring bargaining unit employees sustain health insurance premium increases occurring after July 1, 1977. The testimony is that the present Blue Cross-Blue Shield plan to be comprehensive and that it meets the level of comparables. The Association's last best offer to maintain the present practice with the riders requested is granted. Mr. Wood consurs, Mr. Beemstra dissents.
DEPARTMENTAL INSURANCE

City's Last Best Offer: Continue present plan (no plan)

Association's Last Best Offer: The Association proposes for all its members that there be instituted a 75/25 Delta Dental insurance program or its equivalent whereby the City pays the premium for such plan.

DISCUSSION

The Association produced testimony regarding the benefits of dental health and how it affects general health and thus work attendance. The testimony indicated that 20,000 people in the City of Warren are covered by Delta Dental plans. The Association has put into the record Exhibit #50 which indicates that eleven of the comparable cities appear to have a formal dental plan. Of course, four have a 75/25 plan or better, and six have a 50/50 plan.

The City produced evidence to show that no other city bargaining unit currently has dental insurance coverage (City Exhibit #171) although in a recently concluded tentative agreement, Local 1917, AFSCME, and the City agreed to provide a 50/50 dental plan to employees in that bargaining unit effective October 10, 1979 (See City Exhibit #166). City Exhibits 172, 173, 174 and 175 reveal that the total city cost (including other bargaining units with "me too" clauses) of
granting the Association's requested coverage would be $24,180 per month or $290,160 per year (equivalent to a 10 percent wage increase to the police officers).

The City cites the continually spiraling increases for current health insurance, a cost increase per year of $290,160 which it says would be unconscionable. The Association's witness testified that some 20,000 people in the City are covered by a Delta Dental Plan. The Association has requested in its Last Best Offer the 75/25 plan. The City has agreed with another bargaining unit to begin coverage for its employees on October 10, 1979 under the 50/50 plan, the most prevalent plan under the Association's comparison study.

The Association cites its Exhibit #48, but basically provides for 75 percent of treatment costs paid by the Insurer on Class I and 50 percent of treatment costs paid by the Insurer on Class II benefits, with a maximum of $750.00 per person per contract year. The Association submits that its' Exhibit #60 shows that five currently have plans equal to and/or better than the Association proposal.

It does appear that with the widespread receipt of dental insurance by employees working in the City of Warren, there is justification for affording such benefits to employees who work for the City.

It is noted that the City has agreed with another bargaining unit to begin coverage in 1979, although noted that at a lower percentage rate for the City than the one requested by the Association.
AWARD

For this City, and there are others among the comparables, but with not an overwhelming number, so the Association's dental request is granted but not effective until the second year of the contract. Mr. Weed concurs, Mr. Beenstra dissents.
COURT TIME

City's Last Best Offer: Contract be changed to provide for a minimum of two hours call-in time for appearance at 37th District Court and a minimum of four hours call-in time for appearance at Circuit Court.

Association's Last Best Offer: The Association proposes for every member of its bargaining unit that the court time program as reflected in the most recent contract between the City of Warren and Warren Police Officers Association be maintained and that there be no change in the status quo.

DISCUSSION

The collective bargaining agreement provides that an employee who is called in to work during his regular off duty hours shall be credited with 1-1/2 hours for each hour on duty during the call-in period, with a minimum credit of four hours at straight time for each such occurrence. The agreement stipulates that appearances in court required of an employee (during normal off duty hours) be construed as call-in time.

The City argument is that within the past year Warren officers averaged under 55 minutes per court date while getting paid a minimum of four hours at straight time. This represents an average per year.
of $246 per officer (City Exhibit #132). Whereas, if an officer was paid at time and one-half for time actually spent in court, he would receive approximately $34 per year.

The City's Last Best Offer is that the contract be changed to provide for a minimum of two hours call-in time for appearance at 37th District Court and a minimum of four hours call-in time for appearance at Circuit Court.

The Association's Last Best offer proposes to continue the existing practice.

The Association submits that the four (4) hours call-in time minimum is provided as compensation for the inconvenience caused to the officer due to his having come in on off-duty time to appear in Court. It argues that this same inconvenience attaches whether he is called in to Circuit Court or to District Court. The Association notes City Exhibit #133 wherein the current call-in time program utilized by the City of Warren compares well with the other area #1 over 50,000 cities. The Association points out that of the ten (10) such cities listed in Exhibit #133, five (5) of them have a call-in program providing greater compensation for their police officers than that received by Warren police officers currently.

DISCUSSION

This is a situation where the comparables indicate almost a
split for the pay received in these cities as compared to that given the Warren police officers. That being the case the current program will not be changed.

AWARD

The Association's request for court time be continued. Mr. Weed concurs, Mr. Beenstra dissent.
SICKNESS AND ACCIDENT INSURANCE

City's Last Best Offer: Plan be changed to provide for all benefits to commence upon the 22nd day of sickness, accident or hospital confinement.

Association's Last Best Offer: The Association proposes that the sickness and accident insurance plan currently in effect and as reflected in the most recent collective bargaining agreement between the City of Warren and the Warren Police Officers Association be maintained and that there be no change in the status quo.

DISCUSSION

The present practice is as follows:

Article 16, Sickness and Accident Insurance

The City shall provide a sickness and accident insurance plan whereby employees will be provided benefits amounting to fifty percent (50%) of their base pay for a maximum of fifty-two (52) weeks (no maternity benefits) upon the occurrence of the following events:

1. First (1st) day of accident.
2. First (1st) day of hospital confinement.

Employees may utilize their sick bank for the first fifteen (15) days in cases of sickness where there is no hospital confinement. On the sixteenth (16th) day of sickness, employees may choose to be covered by
the insurance provided herein or may, at their option, continue to utilize their sick bank. While receiving insurance benefits, employees may choose to have a deduction of one quarter ($1/4) of a sick day for each day of benefits to supplement the insurance payments.

The City's testimony is that the premiums for the sickness and accident program have increased significantly since June 30, 1974. Also noted is that only four of the comparable cities have both a sick leave program and a sickness and accident program. It says that of these four cities, only one has a sick leave program as liberal as the Warren plan, and that city has a thirty-day waiting period prior to the commencement of benefits. City Exhibit #166 shows that the City recently concluded an agreement with the Fire Fighters Union changing the sickness and accident policy from a plan similar to the Police plan to one whereby all benefits for 56-hour personnel commence after a thirty-day waiting period and benefits for 40-hour personnel commence after a twenty-two calendar day waiting period. The City argues that the record does not reveal any testimony nor any exhibits submitted by the Union rebutting the City's position on this issue.

The Association argues this issue that the City's argument might be cost saving, but that hardly justifies reducing critical aid to an employee who is incurring excessive medical
costs when he is unable to work.

DISCUSSION

It appears that the plan of the City would reduce the sickness accident insurance of police officers while maintaining the present plan with other City bargaining units. The comparables do not justify such a change at this time.

AWARD

The Association's requests that the Sickness and Accident Insurance plan be continued is granted. Mr. Wood concurs, Mr. Boonstra dissents.
RIGHT TO COUNSEL FOLLOWING A SHOOTING

City's Last Best Offer: Continue present practice.

Association's Last Best Offer: The Association proposes that any employee involved in a shooting shall not be bound as a condition of employment to make an oral or written statement, to include a Preliminary Crime Report (Form 11) until such time as the employee has been able to contact an Association official, and has had a reasonable time to discuss the incident with an Association lawyer. The lawyer shall then be able to counsel the officer during his Preliminary Crime Report (Form 11) or any other oral or written statement that may be required. The foregoing shall apply only to the employee(s) who did or are reasonably believed to have done the shooting in the incident being investigated.

DISCUSSION

Present practice provides as follows:

It is recognized that any action or inaction taken by a Police Officer may be subject to review or investigation in order to preserve the integrity of the profession, and to meet the City's responsibilities to the citizens of the community which it serves. Such an investigation, whether initiated by the department itself or as a result of a citizen complaint, shall be carried out in
an expeditious and professional manner. Provided, however, that nothing in this section nor in any other section of the agreement shall abridge the rights and privileges of those individuals involved which are guaranteed by the laws of the State of Michigan, the Constitution of the State, and the Constitution of the United States.

Implementation of the above philosophy shall include, but is not necessarily limited to, the following procedures:

The interview of the officer relating to the subject incident will be accomplished at the discretion of the department; provided, however, that all reasonable efforts will be made to conduct the interview during the officer's normal working hours. In the event it is necessary that an officer be required to appear at an interview outside of normal working hours, such officer will be compensated at the overtime rate for time so spent.

The refusal by a Police Officer to answer questions propounded to him as part of an official investigation of this department and which are specifically directed and narrowly related to the performance of his official duties, may subject the officer to disciplinary action, including departmental charges which may result in his dismissal from the department.

If the officer does answer, neither his statements nor any information or evidence which is gained by reason of such statements may be used against him in any subsequent criminal proceedings. However, these statements may be used against the officer in disciplinary action, including departmental charges.

In the event that the department chooses to proceed criminally against the officer for any violation of the law, no interrogation shall take place unless a representative or counsel of the officer's choosing is present. The representative or counsel selected by the
officer may counsel the officer prior and during the interrogation and object to any questions asked, and the interrogation will immediately terminate at the request of the officer or his representative or counsel.

Testimony was offered on behalf of the Association that through an arrangement with the Detroit Police Department, attorneys have counseled one to two-hundred Detroit Police Officers in shooting incidents prior to and during the filing of their Preliminary Crime Reports (Transcript 1/8/77, p. 113), and that this arrangement resulted from the "Algiers Motel incident" during the 1967 riots. There was testimony that the department tried to change this arrangement or policy in 1974, but that the Detroit Police Officers Association went to court and stopped the change. Additional testimony on behalf of the Association was given by a Warren Police Officer who had shot a citizen on St. Onge Street. It was his testimony that he thought he was being investigated, and felt he might be disciplined. He indicated yes to the question "Would you have wanted to speak to an attorney?", on cross examination he admitted that he never asked to have one (Transcript 2/7/77, p. 55). He did not say why he would have been disciplined and admitted that since the incident, he has not inquired about the matter. He said that shooting the citizen "got to me." The Association stipulated that a prompt report after an incident (in a
normal incident) is more apt to be accurate than a delayed report (Transcript 2/7/77, p. 56-57).

Testimony from two Warren Police Command Officers indicates that there has never been a case in the memory of either where a Warren Officer involved in a shooting was in a position to be the subject of a prosecution or to be even suspected of any improper action.

City testimony indicated that the Warren Police Department would not permit an attorney to come in and interfere with the report writing process, except if there was a question or suggestion that the officer acted improperly. It was further developed, however, that there has never been a case where an officer asked for an attorney. City testimony is that in Warren, an officer who has found it necessary to shoot a citizen is not considered a suspect. Witnesses for the Association and also for the City testified that in Detroit, the officer who has shot someone is officially considered a suspect and if a death has resulted, the case is turned over to the prosecutor. A former Police Commissioner and Chief of the Detroit Police Department stated that this policy evolved from the Detroit riots and from allegations that the department in the past whitewashed these cases.
The Senior Inspector of the Police Department testified that a report should be written without bias on the basis of the facts with no slant one way or the other. It would be a detriment to the writing of the report and create needless "down time" to inject a lawyer into the process (Transcript 3/14/77, p. 61). The Inspector stated that the department has had considerable experience with having to wait for "professional types," such as medical examiners, assistant prosecutors, and defense counsel.

The Chief Assistant Macomb County Prosecuting Attorney characterized the Association's concept and proposed language as objectionable on its face since it is part of an officer's duty to write a report relative to the incidents in which he becomes involved (Transcript 3/14/77, p. 42-43).

The former head of the Detroit department testified that he first discovered the policy alluded to by the Warren Police Officers Association shortly after taking over the department when he attempted to learn the details of a shooting by an officer. The policy, which was installed by a former Chief after the "Algiers Motel incident," was never in writing. He testified that he had "very, very serious reservations" about this type of
policy (Transcript 3/14/77, p. 112). In fact, he testified that it is unacceptable and that he, therefore, determined to change it, but was stopped by the suit. He testified that the court action previously referred to is not a closed matter, only dormant. He stated that the policy kept the department in total darkness for hours following the shoot-out between the Detroit Stress Unit and the County Sheriffs Department. He further testified that he has learned of cases where an officer on the stand in a courtroom stated that he did not know what something meant in his own report and that "You'll have to ask my lawyer." There are serious admissibility questions about a report that the officer did not write entirely himself. Finally, the former Chief testified that in cases where an officer is shook up over a shooting, it is medical rather than legal attention he needs.

A search through the collective bargaining agreements of the comparable jurisdictions reveals that not one has been found to have a clause such as the one proposed (City Exhibit #52).

The Association maintains that basic fairness and simple logic demands that a police officer have the same considerations and rights the other members of the society
he serves. Both of the City's witnesses on this issue, former Detroit Police Chief Philip Tannian and Chief Assistant Macomb County Prosecutor, Mr. Ted F. Hamera, strongly agree that police officers have the same constitutional rights as any citizen. They also agree that if a citizen was involved in a shooting and the shooting was being investigated without any decision having been made as to criminal culpability, that citizen would be afforded the right to confer with legal counsel prior to submitting any written and/or oral statements.

The Association argues that the constitutionality of denying a police officer the right to confer with legal counsel prior to submitting a written and/or oral statement on a shooting in which that officer has been involved, has already been tested in the Courts. Association Exhibits 2, 3 and 6 outline the legal test and result of denying an officer involved in a shooting the right to confer with legal counsel prior to submitting a written and/or oral statement. In that situation, Wayne County Circuit Court Judge John Weiss issued an injunction against the City of Detroit's attempt to deny a police officer this right, and the matter was eventually settled by the issuance of a new order signed by Chief Tannian which permitted an officer the right to confer with legal counsel.
in this situation. In his testimony, former Chief Tannian indicated that the biggest problem with the procedure in Detroit was permitting all officers "involved" in the shooting access to legal counsel. He felt that this extended the issue too far and should be limited only to those who did the actual shooting. In this regard, the Association has revised its last best offer to limit the right to confer with legal counsel to only those people who actually did the shooting or are reasonably believed to have done so.

The Association acknowledges that the current collective bargaining agreement guarantees Warren police officers that their constitutional rights will not be violated. However, testimony at the arbitration revealed, according to Inspector Sikorski, that the procedures in Warren prohibit a police officer from conferring with his attorney prior to submitting a written and/or oral statement on the shooting in which he was involved. Through this arbitration, the Association hopes to eliminate the necessity for a full-fledged law suit by invoking a policy which is fair and just.

The Association presented the testimony of Mr. Warren J. Perlove, an attorney who has had considerable experience in dealing with police officers after they have been
involved in a shooting. Although Mr. Perlove is not a psychiatrist, he is able to accurately relate basic human emotions of fear, shock, trauma, and bewilderment which often accompany the officer who has just taken the life of a fellow human being. Mr. Perlove's testimony was supported by Warren police officer Dennis DeBarbant who related in explicit detail the trauma and fears he underwent when he was recently involved in a shooting in Warren (See transcript 2/7/77, p. 33-34).

To counter this eye witness and personal testimony, the City offered the deposition of Dr. Gordon R. Forrer, a psychiatrist, with "limited" experience in working with police officers.

The Association submits that in view of the severe emotional problems which a police officer may experience after being involved in a shooting and in view of the obvious criminal exposure, it is not surprising to find an appreciable number of police departments following a procedure whereby legal counsel is afforded. Of the fourteen (14) departments which responded to the Association's survey on whether this right to counsel was afforded its officers, one half of the departments responded affirmatively. (See Association Exhibit #30). In those departments that represent not to afford this right, it is
entirely possible that this issue has yet not come to bear.

DISCUSSION

The testimony and in fact documents do indicate that an officer involved in a shooting has a legal right to have the advice of an attorney and/or Association representative prior to submitting a written and/or oral statement on the shooting in which he was involved. This would be a basic protection of a police officer, taking into account, the situation in which in our society the officer may, out of sheer necessity, be involved. The City's own witnesses acknowledged that under stress situations this could be to the benefit of the City as well as the police officer.

AWARD

The Association's Last Best Offer on right to counsel following a shooting is granted. Mr. Wood concurs, Mr. Boonstra dissents.
PERSONNEL FILES

Last Best Offer of the City: Contract provision to be adopted whereby employees shall be entitled to examine their personnel file with the permission of their supervisor during normal business hours, Monday through Friday.

Last Best Offer of the Association: The Association proposes that any employee shall have the right to examine any and all personnel files maintained by the Employer regarding the Employee, with the exception of employment letters of recommendation, upon written request during normal business hours construed to be 9:00 a.m. to 5:00 p.m. excepting holidays.

DISCUSSION

Present practice is as follows:

Before a reprimand is placed in an employee's file, or other discipline imposed, it shall be explained by the supervisor to the employee and receipt of a copy thereof shall be acknowledged by the employee on the file copies. Reprimands issued at the platoon and division level shall be removed from the employee's file after two (2) years if there is no additional disciplinary action taken within the said two-year period.

Two witnesses were called by the Association to testify regarding this issue, Gerald Armstrong, an officer of the
Warren Police Officers Association and an employee for nine years, and Charles Groesbeck, the Senior Inspector of the Police Department and an employee for twenty-eight years. Both witnesses testified that they were unaware of any instance in the history of the department where an officer was refused access to his personnel file. Six of the comparable cities have a clause of the type proposed.

AWARD

The right to an individuals personnel records are now granted in other areas of government and as long as this is done within the limits as outlined by the Association, namely the business hours listed. The Association's request is granted. Mr. Wood concurs, Mr. Boonstra dissents.
REQUIRING PERMISSION PRIOR TO TAKING PERSONAL DAYS

City's Last Best Offer: Change contract to reflect present practice requiring permission prior to the use of personal leave days.

Association's Last Best Offer: The Association proposes for every member of its bargaining unit that the Personal Leave program as reflected in the most recent collective bargaining agreement between the City of Warren and the Warren Police Officers Association be changed to provide that "While permission is required prior to the using of personal leave days, refusal of said permission shall be based only upon stringent manpower requirements adhered to by the Department."

DISCUSSION

The collective bargaining agreement provides that bargaining unit employees are permitted to use three (3) accumulated sick leave days per year for personal business. The agreement states that "The employee shall notify his supervisor at least three (3) days prior to taking a personal leave day off, unless the personal leave is to be used for an immediate emergency." Permission has been
required in the past.

AWARD

The Award of the panel on this question is, "The City agrees that permission will not be unreasonably withheld."
TRADING OF DAYS AND SHIFTS

City's Last Best Offer: Present practice to be continued.

Association's Last Best Offer: The Association proposes that employees in the patrol division shall continue the practice of picking their own leave days. Employees in other divisions shall be permitted to pick their own leave days within the scheduling and manpower requirements of their respective division. Employees shall have the right to trade leave days or to work for another employee of the same classification within his respective shift. Any special or extraordinary assignments are excluded from this right. Employees shall have the right to mutually trade their working shift within their respective division and within the same job classification.

DISCUSSION

Present practice permits trading of days in several, but not all, of the divisions of the Police Department. Trading of shifts is permitted on a limited time basis in the Patrol and Traffic Divisions only. The present contract provides in Article 2, Management Rights, as follows:
The Association recognizes that the City retains the sole right to manage its business, ... to decide...the scheduling of services to maintain order and efficiency in its divisions including the scheduling of work...

Union witnesses testified that no real problem currently exists with regard to granting approval for the trading of leave days. Employees are allowed as a practice to mutually trade these days subject to supervisory approval. The City does not take issue with the current practices, it is the inclusion in the contract of the clause "without supervisor's permission" that the City strongly opposes.

The Union is also requesting that they be able to trade entire shifts without supervisory permission. One of the Union's own witnesses, Officer Gerald Armstrong, has testified to the fact that a trade such as this was unprecedented (Transcript 2/7/77, p. 115). The City testified to the fact that it is departmental policy for Warren Police Officers to rotate shifts, and that the composition of each platoon is dependent upon certain levels of experience among its members, and further that a change such as the Union is requesting would not only be in direct contravention of departmental policy, but would create a situation of scheduling uncertainty.

It is the City's position that it is inconceivable
for employees to have the unilateral right to trade or transfer shift assignments without prior permission. It says to adopt such a clause would result in the loss of the administrative control essential to the operation of the police force.

**AWARD**

The Award on this issue is that the following language change shall be made. Change Article XI, Section E, to read as follows:

The current practice with respect to trading leave days and shifts shall be continued. The City agrees that permission will not be unreasonably withheld.
EDUCATION INCENTIVE PROGRAM

City's Last Best Offer: Contract be changed to eliminate the $200 payment for a certificate and the $400 payment for an Associate Degree, and to provide as the only payment $400 for a Bachelor Degree from an accredited college or university.

Association's Last Best Offer: The Association proposes for every member of its bargaining unit that the Education Incentive Program as reflected in the most recent contract between the City of Warren and the Warren Police Officers Association be maintained and that there be no change in the status quo.

DISCUSSION

Present practice provides in Article 24:

Employees shall be entitled to participate in an educational incentive program under which the City shall pay officers, who have completed four (4) years of service with the City of Warren Police Department, two hundred dollars ($200) for a Certificate and four hundred dollars ($400) for an Associate Degree in Police Science and/or Police Administration from an accredited college or university. These benefits shall be paid the second payday in August.

The City submitted in evidence an excerpt from the 1976 Task Force Report entitled "The Police" issued by
the President's Commission on Law Enforcement and Administration of Justice which discusses the importance of establishing higher education requirements for police personnel (City Exhibit #138). It recommends that all future personnel hired into police work should be required to have completed at least two (2) years of college preparation at an accredited institution. It further recommends the progressive increase of educational goal standards with the ultimate goal that "all personnel with general law enforcement powers have baccalaureate degrees."

In furtherance of such ideas, the City of Warren, in its 1972 agreement with the then collective bargaining agent for Police Officers and Corporals, granted an educational incentive program to go into effect on July 1, 1971, which would pay an extra two-hundred dollars ($200) to officers with four years of service who obtained a "Certificate" relating to Police Science and four-hundred dollars ($400) for an Associate Degree (City Exhibit #137). The evidence also shows that following the inception of this program, upon the recommendation of the Police Department, the Warren Police and Fire Civil Service Commission altered the entrance requirements to Police Officers to require two years of college.

The Association says that the present practice does not
permit education allowance payment to a police officer until he completes four years of service. Thus, new hires do not receive an additional payment for simply meeting the initial hiring requirement. (See City Exhibit #139). The City could have an argument at some point that it is making double payment to those employees to simply meet its recruitment standards, however, this point has not arrived. The two-year education requirement according to City Exhibit #139 went into effect some time in 1974, thus with the four years of service prerequisite, it would be some time in 1978 before the double payment argument could even be raised. Until such time the City should be stopped from raising this argument and the education allowance program should continue intact.

AWARD

In the interests of the Warren Police Officers, as is true of officers generally in this complex society, a majority of the panel agrees that the Association's request is sufficient at this time. Mr. Wood concurs, Mr. Boonstra dissents.

It is noted that all economic issues are retroactive unless indicated otherwise.
E. J. Forsythe, Impartial Chairman

Earl Boonstra
EARL BOONSTRA, City Member,
Concurs as Indicated in
the Opinion

Jack Wood
JACK WOOD, Association Member,
Concurs as Indicated in the
Opinion

Dated: December 8, 1927