

2/27/78 ARB

S T A T E O F M I C H I G A N

STATUTORY LABOR ARBITRATION PANEL

(Pursuant to Act 312, P.A. 1969, as amended)

In the Matter of Arbitration Between:

BLOOMFIELD TOWNSHIP

and

BLOOMFIELD TOWNSHIP POLICE
DEPARTMENT, LOCAL 1445,
Council 23, AFSCME, AFL-CIO

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

MAR 16 AM 9 03

Bloomfield
RECEIVED
Township

OPINION AND AWARD

Chairman of Arbitration Panel: Barry C. Brown

Township Delegate: Homer Case

Union Delegate: Robert Wines

Representing Township: Charles J. Long

Representing Union: George Maurer, Jr.

Prehearing Conference: October 14, 1977

Hearings Held: October 24, 1977, at Bloomfield Township Hall,
Bloomfield Township, Michigan.

Executive Session of Panel: February 24, 1978

Briefs Received: December 28, 1977

Opinion and Award Issued: February 27, 1978

I. STATEMENT OF THE CASE:

This matter came on for hearing before a panel of arbitrators appointed pursuant to the terms of Act 312 (Public Acts of 1969, as amended) for the purpose of hearing and deciding unresolved issues in a new contract dispute between the parties shown above. Pursuant to the statute, Barry C. Brown was appointed by the Director of the Michigan Employment Relations Commission to serve as chairman of the arbitration panel. The Township designated Mr. Homer Case, Township Supervisor, as its delegate to the panel. The Police Officers designated Mr. Robert Wines as its delegate to the panel. So constituted, the panel met on October 24, 1977. At this hearing, it was agreed that the case would be submitted to the arbitration panel upon the briefs of the parties which would include documentary evidence. That parties stipulated and the panel agreed that all of the issues were economic and, therefore, subject to the last best offer provision of Section 8 of the Act:

1. Wages
2. Elimination of cost differential for Corporals, as compared with the Detective and Youth Officers and elimination of the Entry Level Pay Step for Detectives and Youth Officers
3. Court Time
4. Holidays
5. Compensatory time
6. Insurance
7. Clothing Allowance
8. Vacations
9. Modification of pension program

By December 28, 1977, the parties had mailed their original briefs and their lists of last best offers to the chairman of the arbitration panel who in turn forwarded them to opposing counsel and the other panel members. It should be understood that the panel members representing the Township and the Police Officers disagreed with certain of the findings and awards set forth herein-after. Each generally supported the last best offer of the party by whom he was appointed to the panel. Accordingly, the signature of either of the partisan panel members at the conclusion of this Opinion and Award does not represent a concurrence in each and every element of the final Award but does constitute a recognition that there exists a majority vote in support of each item contained in the final Award.

II. BACKGROUND

The Township and the Police Officers were signatory to a collective bargaining agreement with an expiration date of March 31, 1977. Prior to the expiration of the contract, negotiations for a new contract had been instituted. After several bargaining sessions, it was determined that on several issues, continued bargaining would be fruitless. Subsequently, in a letter dated May 27, 1977, a demand was made for interest arbitration under Act 312. On September 8, 1977, the Michigan Employment Relations Commission appointed Barry C. Brown to serve as the neutral chairman of the arbitration panel, and the respective parties appointed partisan members to the panel. No issue with respect to the proper appointment or constitution of the

arbitration panel was raised during the course of these proceedings. Neither was any question raised about the arbitrability of the dispute raised by the Township and the Police Officers.

III. LAST BEST OFFERS:

In lieu of a hearing, the parties submitted their case on briefs through the panel chairman. For convenience, the issues are set forth in numerical order, with a recitation of the provision, if any in the old contract, followed by the Township's last best offer and the Police Officers' final position.

Issue No. 1 Wages

A. Current contract provision: Appendix "A" (I)

Salaries

The following salary schedule shall prevail during the term of this collective bargaining agreement:

April 1, 1975 through March 31, 1976

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
Police Officers	13,900	14,600	15,000	15,400	15,700	16,100
Corporals	16,560	Flat Rate				
Detectives*	16,400	17,000				
Youth Officer	16,400	17,000				

Top rate for Police Officer Classification at end of four (4) years on a progressive basis.

* Detectives, upon completion of investigation school or six months probationary period, whichever occurs first, shall receive the maximum rate.

April 1, 1976 through March 31, 1977

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
Police Officers	15,200	15,900	16,300	16,700	17,000	17,400
Corporals	17,900	Flat Rate				
Detectives*	17,775	18,375				
Youth Officers	17,775	18,375				

B. Township's last best offer:

1977

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
Patrol Officers	15,300	16,100	16,500	17,100	17,800	18,400
Corporals	18,950	18,950				
Detectives	18,790	19,425				
Youth Officers	18,790	19,425				

1978

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
Patrol Officers	15,400	16,300	16,700	17,500	18,600	19,400
Corporals	19,950	19,950				
Detectives	19,800	20,425				
Youth Officers	19,800	20,425				

C. Union's final position:

1977

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
Patrol Officers	15,200	15,900	16,300	17,555	18,275	18,705
Corporals	19,753	19,753				
Detectives	19,753	19,753				
Youth Officers	19,753	19,753				

1978

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
Patrol Officers	15,200	15,900	16,300	18,412	19,554	20,014
Corporals	21,135	21,135				
Detectives	21,135	21,135				
Youth Officers	21,135	21,135				

Issue No. 2 Elimination of Differential Between Wage of Corporals
and the Wage of Detectives and Youth Officers

- A. Current contract provisions: At present, a flat rate for a Corporal is \$475 less than the six month maximum rate paid to Detectives and Youth Officers.
- B. Township's last best offer: Retention of the pay differential.
- C. Union's final position: Elimination of the pay differential, so that the pay for Corporals is the same as for Detectives and Youth Officers.

Issue No. 3 Court Time

- A. Current contract provisions: Article IV of Appendix "A"

Court Time

When officers are required to appear in court they shall be compensated at the rate of time and one-half for all time spent in court, with a guarantee of a minimum of two hours per day.

Under the following conditions:

- 1. Case must be of criminal nature and a civil matter which is departmental connected.
- 2. Officer must be off duty at court times.
- 3. Request for compensation shall be approved by Chief of Police.
- 4. Subpoena - Circuit Court standby while off duty - two (2) hours straight time per day.

- B. Township's last best offer: No change
- C. Union's last position:
1. The Union requests payment, at the hourly rate, for that time in which an officer must stay beyond his shift or during his lunch hour to attend court.
 2. Increase compensation for court time to four hours to be paid at the regular rate.

Issue No. 4 Holidays

- A. Current contract provisions: Appendix "A", Article VI

Section 1 - Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

Christmas Day	Columbus Day
New Years Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Employee's Birthday
Labor Day	Law Day

For all holidays worked or not worked, officers shall be paid for said holiday in one lump sum payment the first pay period in December of each year.

Section 2 - Holiday Pay Straight Day Officers

To be eligible for holiday pay for ten (10) holiday, straight day officers must work all of the following holidays:

Columbus Day	
Veteran's Day	Law Day
Employee's Birthday	Washington's Birthday

Section 3 - Eligibility Requirements

To be eligible for holiday pay, the Employee must work his last scheduled work day prior to the holiday and after the holiday, except that if an Employee is on a scheduled day off, personal leave day, vacation, or sick leave, he shall be paid for the unworked holiday.

- B. Township's last best offer: No change.
- C. Union's last position: There are two components to the holiday proposal. The Union requests that one additional day be taken as a holiday, being comprised of one-half day for Christmas Eve and one-half day for New Year's Eve.

Issue No. 5 Compensatory Time

A: Current contract provisions: Appendix "A", Article XVII

Compensatory Time

The past practice of granting time off in compensation for overtime work, holiday work, etc., may continue subject to the same terms and conditions as previously prevailed. However, it is specifically agreed that such compensatory time off can be joined with an employee's regular day off. The employee could also join a compensatory day off to the beginning or ending of a vacation. It is further understood that such compensatory days off may be taken on any day Monday through Thursday (no Friday through Sunday), subject to the approval of the Chief of the Department, whose approval shall not be unreasonably withheld.

- B. Township's last best offer: No change.
- C. Union's last position:
 - 1. That 40 hours of compensatory time may be permitted to be accumulated.
 - 2. That compensatory time may be permitted to be accumulated in blocks of one-half hour or more.
 - 3. That the use of compensatory time be permitted at any time at the discretion of the employee, if other work persons are available.
 - 4. That there is no limitation on the maximum, continuous use of compensatory hours, subject to those hours being used in minimum increments of four hours.

Issue No. 6 Insurance

A. Current contract provisions: None

- B. Township's last best offer: Township accepts the Union's demand.
- C. Union's final position:
 - 1. Increase the medical insurance coverage to increase the amount of payments for hospital room, diagnostic and x-rays and hospital visiting doctor's fees.
 - 2. Provide survivor's income benefits amounting to monthly income payments of \$300 to a surviving spouse or child.

Issue No. 7 Clothing Allowance

- A. Current contract provisions: Appendix "A", Article IX

Uniforms Allowance

If any employee is required to wear a uniform, he shall receive a \$250.00 uniform allowance each year. This section shall apply to Detective Bureau also.

- B. Township's last best offer: No change
- C. Union's last position: The plain clothed officers receive an additional \$100.00 yearly clothing allowance.

Issue No. 8 Vacations

- A. Current contract provisions: Appendix "A", Article VII

Vacations

The following vacation schedule shall prevail during the term of this collective bargaining agreement:

6 months to 1 year -----	5 working days
1 year to 4 years -----	10 working days
4 years to 5 years -----	11 working days
5 years to 6 years -----	15 working days
6 years to 7 years -----	16 working days
7 years to 8 years -----	17 working days
8 years to 9 years -----	18 working days
9 years to 10 years -----	19 working days
10 years to 11 years -----	20 working days
11 years to 12 years -----	21 working days
12 years and upwards -----	22 working days

Each regular employee who has been in continuous service with the Township shall receive vacation based upon the employee's anniversary date. Vacation periods may be spent with approval of the Chief of Police.

- B. Township's last best offer: No change
- C. Union's last position: The following additional increments to the vacation schedule should be made as follows:

13 years to 14 years	-----	23 working days
14 years to 15 years	-----	24 working days
15 years and upwards	-----	25 working days

Issue No. 9 Pensions

- A. Current contract provisions: The current pension provisions provide in part:
 - 1. Minimum wage for full benefit is 60 years of age.
 - 2. The plan provides for a "early retirement" at a 6% per year reduction in payments for each year prior to 60 years of age.
- B. Township's last best offer: No change
- C. Union's last position:
 - 1. Retirement with full benefits may occur at age 55.
 - 2. An "early retirement" may occur at age 50 with a 6% reduction per year from the full benefit for each year prior to age 55.

IV. FINDINGS AND CONCLUSIONS:

The following opinions and orders have taken into consideration each of the factors enumerated in Section 9 of Act 312. The lawful authority of the employer is not a significant consideration in this case. In all other respects, the Union's demands do not appear to exceed the authority of the Township to grant. Section 9(C) of the Act speaks of the financial ability of the unit of government to meet additional costs. The ability of the Township to pay the demands of the Officers is not a basic factor in this dispute in that the Township could meet these various demands without being put into a deficit position at this time. There, of course, is the question of proper governmental priorities, and the Township obviously may exercise its discretion to expend certain sums on areas other than the personnel costs for the members of this bargaining unit. The fact that there is a surplus or that the City is conservation in its fiscal management does not provide an impetus to disburse such sums to employees. The panel need only determine that the Township has the ability to pay and thus that factor need not play a further role in these considerations.

The Act also requires that the panel consider a comparison of the employees involved in this case with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities. The Township, which has a population of 47,700, seeks to compare its last best offers with the wage and benefits offered in four Oakland County communities whose populations

range from 35,900 to 62,000. The Police Officers would use approximately ten communities in the Metropolitan-Detroit area, whose population ranges from 38,300 to 66,000. For specific issues, such as vacations and uniform allowance, the Union used surveys with a broader base than those communities situated in the Metropolitan-Detroit area.

Finally, the panel notes that the parties have entered into a stipulation in which the briefs and exhibits attached to the brief constitutes the total record in this matter. No testimony was offered at the hearing because of the stipulation of the parties. Consequently, the decision of the panel rests solely based upon the briefs and exhibits submitted by the parties.

Under Act 312, the panel was charged with the duty of making its determination based upon factors enumerated in the Act, several of which have been set forth in the preceeding paragraphs. However, several of the factors, such as comparison of the wages, hours and conditions of other employees working for Bloomfield Township, have not been taken into consideration, due to the fact that there was no presentation regarding those factors. The panel is bound to consider only that information presented by the parties. Therefore, this information, along with other facts normally considered in determining collective bargaining agreement provisions have formed the basis of the following findings, opinions and orders:

Issue 1. WAGES

The parties agree that this shall be a two year contract

commencing April 1, 1977 and ending March 31, 1979.

Over the life of the contract, the Township's last best offer reflects a two-step increase. The first step is for the period April 1, 1977 to March 31, 1978; the second period is April 1, 1978 to March 31, 1979. The Township's offer includes modest increases for the first three steps in the patrol officer's pay scale. That is, the 1976 base rate for patrol officers was \$15,200; the Township offers a \$100 increase over that rate for the year 1977 and another \$100 increase for the year 1978. The Township has proposed a \$200 increase over the six month pay step and one year pay step for the patrol officers, for each year.

The more significant increases occur for the second year, third year, and fourth year pay steps. The Township proposes a \$400 increase over the second year pay rate, amounting to an increase of 2.4%. For its third year, the proposal involves an \$800 increase over the 1976 pay rate, representing a 4.7% increase. Finally, for police officers, the Township proposes a \$1,000 increase over the base rate of 1976, representing a 5.75% increase. For the year 1978, the employer has essentially proposed the same increase over the proposed wage for 1977. That is, the Township, for 1978, proposes another \$400 increase for the second year pay step, another \$800 pay increase for the third year pay step and another \$1,000 increase to the fourth year pay step.

It proposes a 5.87% increase for corporals during the first year of the contract. This amounts to a \$1,050 increase to

\$18,950. In 1978, the Township proposes that the wage be increased by an additional \$1,000 to \$19,950. This represents an 11.45% increase over the 1976 pay rate.

Further, it proposes a \$1,015 increase over the 1976 base rate for detectives and youth officers. This represents a 5.71% increase over the 1976 base rate. The six month step increase would be \$1,050 over the 1976 base rate to \$19,425. This also represents a 5.71% increase. For the base rate for detectives and youth officers in 1978, the Township proposes an additional \$1,010 increase, which is 11.4% over the 1976 rate. For the six month step, the Township proposes a \$1,000 increase for 1978 over the 1977 rate, which represents an 11.16% increase over the 1976 rate.

In examining the Union's last best offer, it should be noted that it does not seek an increase in the base rate, the six month pay step or the one year pay step. However, at the second year pay step, the Union proposes a 5% increase to \$17,555 for 1977. The Union proposes an additional 5% increase in 1978 to \$18,412 for the second year step. At the third year step, the Union proposes a 7 1/2% increase to \$18,275. The Union then proposes a 7% increase over that figure, for the year 1978, to \$19,554. Likewise, for police officers with four years or more service, the Union proposes a 7 1/2% increase over the 1976 figure to \$18,705. For the year 1978, the wage is proposed to be increased by 7% to \$20,014.

The Union proposes that the wages for corporals, detectives and youth officers be identical and that for the year 1977, those

wages be increased to \$19,753. As corporals presently receive \$475 less than either the detective or youth officers. The proposed wage increase, for 1977 would amount to 10.35% more than a corporal's base rate in 1976. The 1978 wage proposal would represent a 18.1% increase over the 1976 wage.

The Union, by proposing this flat rate for detectives and youth officers, has also apparently proposed the elimination of the distinction between the base rate and the six month step increase. Consequently, the 1977 increase for detectives and youth officers represents an 11.1% increase over the base rate, as paid in 1976, and a 7.5% increase over the six month rate. The wage proposal for 1978 represents an 18.9% increase over the base rate paid in 1976 and a 15% increase over the six month step increase paid in 1976. Thus, the proposed wage increase in 1978, for detectives and youth officers, is approximately 7% greater than the Union proposal for 1977.

In order for the panel to determine the proper wages in this matter, the panel must compare the salaries in comparable communities. The Township has set forth, for comparison, the four communities in the Detroit metropolitan area which have less than 2,000 citizens per square mile. Those communities are Farmington Hills, Troy, Waterford Township and West Bloomfield Township. The four communities have approximately the same number of square miles, ranging from a low of West Bloomfield Township of 32 square miles to a high of Waterford Township of 36 square miles. Additionally, these four communities have police personnel less than 100 men. Furthermore, they are all in close proximity to Bloomfield Township and are all in Oakland County.

The Union, however, has chosen a number of communities in the Metropolitan Detroit area as its basis of comparison. These communities are not limited to Oakland County, but rather are located throughout the Tri-County Metropolitan area. Several of the communities are downriver, such as Allen Park, Southgate, Lincoln Park and Wyandotte. Others are in Macomb County, such as Roseville. The Union has also included the City of Ann Arbor as a comparable community.

After reviewing the various suggested comparisons, the panel believes that the communities proposed by the Township reflect the more comparable communities. Those communities are in Oakland County, and are among the "northern suburbs". Those communities are essentially residential in nature and have not undergone the industrialization present in several of the communities proposed as comparable communities by the Union. It should also be noted that the communities proposed by the Township would appear to have the same types of police problems. That is, given the size of the communities, all being in excess of 30 square miles, and the residential nature of the communities, the police problems are probably quite similar.

This is to be contrasted with several of the communities cited by the Union. For example, the City of Ann Arbor is a "University town" and the police force must deal with a number of problems unique to a community in which there are approximately 40,000 University students. On the other hand, Wyandotte, is a highly industrialized area and is only 5.3 square miles in size. While the population between Bloomfield Township and Wyandotte are similar, the fact that the area in Wyandotte is substantially smaller, as well as more

heavily industrialized, may mean that the police would be confronted with different sorts of problems. Thus, the communities cited by the Township will be used as the basis of comparison for the wages.

Using the figures provided by the Township in Exhibit 4, it can be seen that the increase in salaries paid for 1977 in the four communities was approximately 5.7% greater than those salaries paid in 1976. Those salary increases range from 4.5%, for Farmington Hills to 6.5% for both Troy and West Bloomfield Township. This compares favorably with the Township's proposal for the fourth year base rate, for police officers, of 5.75%. The Union's proposal for fourth year patrol officers is 7.5% greater than 1976. Thus, from the comparison of increases, it can be seen that the Township's proposal is closer to the average than the Union's proposal.

In terms of the amount of the wages, it also appears that the Township's proposal closely parallels the wages paid by the other four communities. Of the four, the Township's wages, as proposed for 1977-1978, are only surpassed by the wages paid in Farmington Hills. The Township's proposal for 1977 is identical with the wages paid in Troy, and greater by several hundred dollars over Waterford Township and West Bloomfield Township.

On the other hand, the Union's proposal, for the wages of police officers, in 1977, would be approximately \$300 greater than the wages paid for police officers of Troy, and in excess of \$500 greater than the wages paid to police officers in West Bloomfield Township and Waterford Township.

While the Union's proposal for 1977 is not substantially greater than the Township's proposal for the same time period, the 1978 wage increases for police officers are substantially greater. While it is difficult to know exactly what the wages of those police officers will be for Troy, Waterford Township and Farmington Hills, it is clear that the wages proposed by the Union would be in excess of \$700 greater than the wages paid to the West Bloomfield Township police officers. It should be noted that the Troy police officers would have to receive approximately \$1,750 raise for the year 1978-1979 to be on par with that wage proposed by the Union. Similarly, the Waterford Township police officers would need to receive a raise of approximately \$1,150 over their salary in 1977 in order to equal the wage proposed by the Union.

While noting the difficulty in predicting wage settlements in the other three communities, the rate increase proposed by the Township for 1978 is 5.7%. This increase parallels the recent wage increases granted by the other communities. While there is no assurance that that rate will continue for the year 1978-1979, nonetheless, the Township's proposal is in line with what has occurred in the other communities in the recent past.

Regarding the wage proposals for the corporals, detectives and youth officers, neither party has presented figures relating to the comparable wages for similarly situated officers in the other communities. Thus, an evaluation of the proposals must rest upon a comparison of the rate of increase for the group of officers, as a whole, rather than an evaluation of the specific wages for these

specific police officer.

Again, it can be seen that the Township's proposal more closely parallels the rate increase of the comparable community. For the year 1977, the Township proposes, for corporals, a rate increase of approximately 5.9%. On the other hand, the Union increase for 1977, would approximate 10.4%. For detectives and youth officers, the rate increase as proposed by the Township would be 5.7%, while the Union proposes a 7.5% increase.

Thus, in determining which last best offer to choose, it appears that the Township's wage proposal for the police officers, corporals, youth officers and detectives best reflects the wage trends in the comparable communities. Even if the communities suggested by the Union were used, the result would be the same. The wages proposed by the Township closely parallels the wages paid for 1977 in that group. On the other hand, the Union's last best offer, in comparison with its own communities exceeds \$700 per year, the wages paid police officers in Lincoln Park, East Detroit and Roseville. Thus, utilizing the Union's own wage comparison group, its wage proposal is substantially greater than the wages paid in that group.

Moreover, the Union has cited that, in real dollars, the police officer would only receive an 1.8% increase if this panel chooses the Union's last best offer. However, while the cost of living has undoubtedly risen, the fringe benefits received by the police officers compensate for a rise in cost of living. In reviewing the fringe benefits of the members of the Union, it can be seen that they receive longevity pay, a uniform allowance, and medical and dental insurance coverage. Thus, in evaluating the impact of the cost of living, it

must necessarily include an analysis of the fringe benefits as well as the wages received. In this light, it would appear that impact of the cost of living has not been as substantial as claimed.

Therefore, based upon the foregoing discussion, the panel concludes that the Township's last best offer more nearly complies with the factors prescribed in Section 9 of the Act. This wage offer adequately meets the pressures of inflation; it also parallels the wage increases for the comparable communities. Thus, the Township's last best offer is adopted.

AWARD: The Township's last best offer on wages, for all categories, is adopted.

Case	Concurs <u>X</u>	Dissents <u> </u>
Wines	Concurs <u>X</u>	Dissents <u> </u>

Issue 2. Change in Pay Scale for Detectives, Youth Officers and Corporals

The Union has proposed, along with the increase in wages as noted previously, two changes in the present pay scale for detectives, youth officers and corporals. First, the Union has proposed that corporals be paid at the same maximum rate as detectives and youth officers. The Union urges that this distinction is merely an anomaly which should presently be corrected. Second, the Union seeks the elimination of the entry level pay step for detectives and youth officers. The Union urges that there be no wage differential for detectives and youth officers when they commence their job, and after six months, and that all detectives and youth officers should be paid at the maximum rate. The township's position is that there be

change to the existing practices.

As a preliminary matter, it should be noted that these issues will be handled separately from the issue of wages. This has been done for several reasons. First, these issues involves considerations different from those considerations involved in evaluating the wage proposals. That is, there is a substantial element of policy to be considered regarding the elimination of the pay differential between corporals and detectives and youth officers and the elimination of the entry level step for detectives and youth officers. The question of policy does not come into play when considering which wage proposal, between the Union and Township should be chosen.

Moreover, this proposal could be granted and yet, the Township's wage proposal could be adopted. Again, this is a reflection upon the fact that different issues are involved. Finally, it appears to be best to consider the wages of the entire bargaining unit together rather than considering them separately. In considering them separately, it could possibly lead to the rather awkward situation in which the Union's proposal for one group was adopted but rejected for the other group. This might, in turn, foster unnecessary dissension and give the panel's decision an appearance of arbitrariness. Consequently, these issues will be treated separately from the wage proposals for the corporals, detectives and youth officers.

Regarding the distinction between pay rates for detectives and youth officers, as compared to corporals, the Union states that for some unknown reason, a corporal is paid less than either a

detective or youth officer. Beyond that, however, the Union does not set forth any specific reasons why such a change should be made. On the other hand, the Township argues that the job function of a corporal, as compared to the detective and youth officer, is substantially different. Apparently, the corporal classification was negotiated approximately eight years ago to replace a prior senior officer classification. However, there has been no significant change in the job activities. The corporals are line officers who work under the immediate supervision of their shift sergeant. The corporals undeniably have command duties and have certain administrative and supervisory responsibility.

This does not mean, however, that the responsibilities and job functions of a corporal are similar to those of a youth officer and a detective. Detectives and youth officers appear to require different training and a higher degree of specialization than is presently required of a corporal.

Further, it is generally recognized that it is an inherent function of management to set out job duties and job descriptions. Management has the right to make wage distinctions based upon these differing functions. This issue is clearly a subject of collective bargaining but it is difficult for this panel, at this time, to modify the prior past practice. This may be the subject of continuing discussion between the Union and the Township, but at present, there appears to be sufficient justification for making a distinction in wages, giving the differing duties of a corporal, as compared to a detective and youth officer.

Regarding the elimination the probationary pay period for detectives and youth officers, the Union has not set forth this issue in a particularly cogent fashion. It has lumped this issue with the wage issue, for detectives and youth officers, but has set forth no reason for making such a change. On the other hand, the Township cites, as a normal procedure, the establishment of a probationary period and the associated pay increase which occurs six months after any police started the job. Maintaining a probationary classification seems normal, under most circumstances and the Union has not set forth any reasons to modify this practice. As the pay differential does not impose a substantial burden upon these employees and appears to be based upon a rational past practice, there does not appear to be, at this time, sufficient justification to eliminate the entry level step for detectives and youth officers.

AWARD: The Township's last best offer is adopted.

Case	Concurs <u>X</u>	Dissents <u> </u>
Wines	Concurs <u>X</u>	Dissents <u> </u>

Issue 3. Court Time

The Union proposes two changes to the present handling of Court time. First, the Union requests that persons who are required to wait for the opening of court, due to the fact that they have gone off their shifts, be paid for this "lag time" while waiting for the court to open. This apparently occurs for personnel who work the midnight shift and who finished their work at 7:00 or 7:40 A.M. This also occurs for all personnel who are in court when the court breaks for lunch and are required to come back in the afternoon. Second, the

Union is requesting that the Circuit Court stand-by be increased from two hours to four hours, receiving straight time pay for that four hours. In support of its proposal, the Union states that the City of Birmingham presently pays the "lag time" benefit. The Township proposes that there will be no change to the present court time procedures.

As pertains to the issue of "lag time", the Union is essentially requesting that the police officers be paid for that time for which they are not working. While there is some support for paying an officer "lag time", due to the fact that he must wait for the commencement of court, this does not appear to be sufficient to overcome the obvious increase in cost which would result. As argued by the Township, such a payment would be difficult, if not impossible, to justify to the public and the taxpayers. Consequently, the panel does not believe that the police officers should be paid for the time in which they are required to wait while the courts are closed.

Regarding the proposal to increase the Circuit Court stand-by from two hours to four hours straight time, it should be noted that in comparing the other four communities in the comparable group, only Bloomfield Township pays a guaranteed minimum two hours per day. The other communities apparently only pay for actual court time logged and are not compensated for being on stand-by. In this regard, the existing provisions of the contract appear quite adequate. Moreover, according to the Township, the average time spent by off-duty officers in response to subpoenas is one hour. Consequently, the two hour minimum compensation for Circuit Court stand-by appears to be reasonable.

Thus, the Union's proposal is denied.

AWARD: The Township's Last Best Offer is Adopted.

Case	Concurs <u>X</u>	Dissents <u> </u>
Wines	Concurs <u>X</u>	Dissents <u> </u>

Issue 4. Holidays

Again, the Union's proposal has essentially two components. First, the Union proposes that regular police officers receive one additional holiday, comprised of one half a day for New Years Eve and one half a day at Christmas Eve. At present, the regular police officers receive 12 holidays a year. Second, the Union proposes that youth officers and detectives receive an additional benefit of half a day at New Years Eve and half a day at Christmas Eve and that they are able to take this time off as a holiday. Under the present contract, youth officers and detectives receive ten days pay if they work five holidays. The Union proposes that the youth officers and detectives be able to take this additional holiday. The Township, on the otherhand, urges that this panel reject this and retain the same number of holidays, as presently provided.

A review of the four communities which essentially form the basis of the comparison of comparable communities indicates that the City of Troy presently allows 13 3/4 days as holidays and Farmington Hills allows 11 1/2. It should be noted, however, that Waterford Township grants 28 days vacation, which is 6 days more than presently allowed by Bloomfield Township, and thus may explain why Waterford only receives 10 paid holidays. Consequently, it would appear that the expansion of the holidays from 12 to 13 is not out of line with

several of the communities in the comparison group.

Furthermore, it appears that other communities presently give 13 days or more of holiday benefits. Specifically Livonia, also a city which might be considered comparable, grants time off for 13 1/2 holidays. Thus, as cited by the Union, there does appear to be sufficient support to increase the number of holidays to thirteen.

The Township argues that there is a large variance in the number of paid holidays granted to public employees and that the variance is to an extent based upon the total cost of other fringe benefits. While this is true, this does not appear to be alone, to be sufficient justification to deny a one day increase of holidays to be taken. Moreover, by the employers own chart, it appears that an increase of one day would represent, over the year, a .4 percent increase in total cost. This, by itself, does not appear to be unduly burdensome and therefore, the Union's last best offer is adopted.

AWARD: The Union's Position is Adopted.

Case	Concurs <u>X</u>	Dissents <u> </u>
Wines	Concurs <u>X</u>	Dissents <u> </u>

Issue 5. Compensatory Time

The Union proposes, in this issue, several substantial changes to the comp time provision in the present contract. Originally, the Union proposed that comp time be credited at time-and-a-half; the Township acceded to the Union's request. Now, the Union requests four other changes to the comp time provision. The Union requests that the contract allow for the accumulation of 40 hours of compensatory time, rather than the present 16. It also requests that compensatory

time be permitted to be accumulated in blocks of one-half hour or more. Third, the Union urges that the employee be permitted to take the compensatory time at any time, at the discretion of the employee, if other work persons are available. Finally, the Union asks that there be no limitation on the maximum continuous use of compensatory time, subject to their use in minimum increments of four hours.

The Township responds that there should be no change, other than what it has previously agreed to, regarding compensatory time. The Township urges that because it has agreed to grant compensatory time at time-and-one-half, the remaining issues are not economic.

However, the parties had agreed that all issues before the panel are economic. The panel cannot modify or clarify the Union's proposed language. This weighs heavily against its present form.

The Union in its presentation has not cited any support for this proposed modification of the compensatory scheme. The Township, however, has cited several problem areas which would be created if this proposal were accepted. Specifically, the increase in the maximum amount of accumulation of compensatory hours to 40 hours could result, apparently, in a potential bank for the unit of 245 working days. This would appear to present a significant scheduling problem if the officers were owed such a significant amount of time.

Moreover, the problem would be exacerbated by including the provision that the time could be taken "at the discretion of the employee" if other work persons are available. While it is true that the limiting phrase is whether additional persons are available, nonetheless, the emphasis remains that the use of compensatory time will be at the discretion of the employees. This appears to be a

question regarding management's authority to direct the work force. While this is clearly an area subject to the collective bargaining process, the Union has not set forth reasons why this panel should, at this time, significantly limit management's authority and vest considerable discretion with the employee.

Finally, it appears that the Township would again be faced with a serious scheduling problem if there were no limitation, whatsoever, on the number of continuous compensatory hours which could be taken at any one time. Given that an officer might have 40 hours of compensatory time in his bank, that officer could extend a vacation for up to an additional five-day period. As argued by the Township, the administrative problems could be extremely significant. While administrative convenience alone is not generally a sufficient consideration to prevent the implementation of a reasonable Union proposal, the public interest, in having a police force fully staffed at all times looms as an overriding concern. Therefore, based upon the significant administrative problems that could occur, the overriding public interest in maintaining at all time a fully staffed police force, and the fact that the Union has not set forth specific reasons why the present scheme should be changed, the Union's request is denied.

AWARD: The Last Best Offer of the Township is adopted.

Case

Concurs

X

Dissents

Wines

Concurs

Dissents

X

Issue 6. Insurance

The Township has agreed to provide the increased medical

coverage and survivor benefit as requested by the Union.

Issue 7. Clothing Allowance

The Union proposes an increase of \$100 in the clothing allowance for plain clothes police officers. This would be an increase to \$350.00. At present, all police officers receive \$250.00. The Township argues that no increase is justified at present.

The Union argues that certain communities, such as Ann Arbor, Pontiac, Southgate and others, receive a uniform allowance of \$350.00. However, the comparison does not focus upon whether plain clothes officers in these communities receive \$350.00. Thus, the Union's evidence is ambiguous at best.

The Township, however, sets forth the clothing allowance for Farmington Hills, Troy, Waterford Township and West Bloomfield Township. With the exception of Troy, Bloomfield Township presently provides more, for clothing, than the other comparable communities. Thus, it would appear that the Bloomfield Township plain clothes police officers receive more than other similarly situated officers in the comparable communities.

As it appears that the police officers presently receive a substantial allotment for clothing, and that this allotment is in excess of what is being paid generally to similarly situated plain clothes police officers in the comparable communities, the last best offer of the Township, to retain the present \$250 allotment, is adopted.

AWARD: The Last Best Offer of the Township is Adopted.

Case	Concurs <u>X</u>	Dissents _____
Wines	Concurs <u>X</u>	Dissents _____

Issue 8. Vacations

The Union proposes that the present vacation allowance be modified in order to increase the number of days for those persons with 13, 14, and 15 years of service. That is, for the 13th year of service, an officer would receive 23 working days vacation. For 14 years service, an officer would receive 24 working days and for 15 years and up, the police officer would receive 25 working days vacation. The Township opposes this and requests that the vacation allotment remain as provided under the present contract. At present, all officers who have 13 years or more receive 22 days paid vacation.

In reviewing the list of the four comparable communities, as set forth by the Township, it appears that the present provision is identical with the provision for Farmington Hills and greater than the provisions for Troy and West Bloomfield Township. The present allotment is less than Waterford Township. It should be noted, however, that Waterford Township provides 24 days vacation for those officers with 13 and 14 years of service and 28 days vacation for those officers with 15 years service or more. Waterford Township does provide fewer paid holidays than the other comparable communities and that may explain, in part, the large number of paid vacation days. While the present vacation schedule is comparable, it should be noted that the Union's request also would fall within the range of these comparable communities.

The Union cites, for support, several communities, many of which are out state which provide 25 days vacation. Those communities,

for purposes of this arbitration, such as Grand Rapids, Pontiac and Ann Arbor are not really comparable communities. However, several of the communities are. For example, Royal Oak, Oak Park and Hazel Park are all in Oakland County and within close proximity to Bloomfield Township. They are all northern suburbs of the City of Detroit and may therefor be included as comparable communities. Therefore, it is noted that there are several other comparable communities which provide 25 working days of vacation benefit.

There are also several other factors which support the granting of this request. First, benefits such as this promote stability and longevity in the working force. It rewards those employees who have diligently worked for the Township for 13 years or more. Furthermore, while the Township argued that the increased comp time would produce a significant scheduling problem, such an argument has not been raised regarding the increase in vacation benefits for certain members of the police force. Thus, as the request for additional vacation days appears reasonable and within what is being granted in other comparable communities, the request is granted.

AWARD: The Last Best Offer of the Union is Adopted

Case	Concurs <u>X</u>	Dissents _____
Wines	Concurs <u>X</u>	Dissents _____

Issue 9. Pension Plan

The Union proposes, in its final issue, the revision of the present pension plan. The Union requests that the normal retirement age be reduced to 55, with full pension benefits; at present, the

normal retirement age is 60. Secondly, the proposal entailed allowing a member to retire at age 50 with a 6% reduction per year for retirement at age 50. Under the present pension program, early retirement is allowed at 55 years of age. Finally, the pension program will be revised so that vesting will occur at 10 years rather than the present vesting of 8 years. The Township urges that this proposal be rejected and that the benefits, as they presently exist, be retained.

In order to analyze this issue, it is again necessary to review the pension plan's provided in other comparable communities. In examining the employer's Exhibit number 5, it can be seen that Farmington Hills and Troy presently allow full benefits at age 55; Waterford provides full benefits at age 50. Only West Bloomfield provides for full benefits at 65 years of age. Thus, in these communities the trend is toward a lower retirement age. Moreover, the vesting period in Troy, Waterford, and West Bloomfield Township is 10 years. Thus, the proposed plan would be comparable to what is presently offered in the neighboring communities.

It should also be noted that the sums to be paid to a retired police officer from Bloomfield Township at age 50 is comparable to the sums paid to those employees who retire at age 50 in Farmington Hills and Waterford. In Bloomfield Township, under the employees proposed plan, the employee would receive \$5,766.60, which is 70% of the figures provided by the employer in Exhibit 5 (A). This compares with \$6,072 per year for those police officers in Farmington Hills who retire at age 50 and \$10,000 per year for those police officers who retire at

age 50 is Waterford. Consequently, the Union's proposal is comparable to the existing retirement plan in both Farmington Hills and Waterford, in terms of allowing retirement at age 50. Further, it should be noted that the benefits to be provided at age 50 compare favorably, and are not out of line, with those benefits paid in Farmington Hills and Waterford Township.

The Union has also cited additional comparable communities which also allow for full retirement at age 55 with ten years of service. These communities include Royal Oak, the City of Birmingham, and the City of Hazel Park. All of these communities are in close proximity to the Township, as mentioned earlier, and are additional evidence of what is occurring in comparable communities.

Moreover, other comparable communities provide for retirement at age 50. These include Ferndale, Oak Park and Hazel Park. Under those plans, retirement can occur at age 50 with full benefits; the amount of the benefits depends upon the years of service. In the Union's proposal, it provides a 6% reduction in benefits for each year prior to age 55. While in Ferndale, Oak Park and Hazel Park, retirement at age 50 is with full benefits, the policemen in Bloomfield Township would retire at 70% of their full benefits. Again, the cost is less than in comparable communities. Thus, the Union's proposal is reasonable, regarding retirement at age 50 and the benefits to be provided when compared to these other communities.

The Township argues in a brief filed after the record was closed, that granting the Union's demand as it pertains to the pension plan would ignore the general welfare of the public. It is agreed that

there will probably be an increase in cost. However, cost alone is not the only factor involved in a determination of what is in the best interest of the public. For example, promoting longevity and stability in the police force is a significant consideration. The promotion of those factors leads to greater experience on the police force and assumedly, greater expertise. Clearly, it is in the best interest of the public to have as highly trained and highly skilled police force as possible and only through insuring stability, as well as longevity will such a goal be attained.

Furthermore, it is clear that it is in the best interest of the community to attract as many well qualified and educated candidates for the police force as possible. Unless highly skilled and highly trained persons are sought, the overall quality of police work will not remain high. It is clear that providing comparable wages and benefits, as well as providing other attractions such as a pleasant community within which to reside is important in attracting and keeping qualified police officers. Offering improved benefits is one method of attracting and retaining highly qualified and skilled police officers. These interests, as well as costs involved in providing benefits, are the interests that this panel has considered when evaluating the two competing positions regarding the pension issue. In terms of promoting stability, longevity as well as attracting as highly skilled and competent police officers as possible, the panel concludes that the Union's position furthers those interests of the general public.

As regards the question of cost, the Township urges that the panel consider the present overall benefit package, as well as the

increases that the Union has previously won. However, it is also important to note that the Township has included in its fringe benefits several figures which are mandated or have been mandated by law. Specifically, the cost of workmen's compensation and the cost of FICA are not really which is commonly known as a 'fringe benefit.' Rather those costs are not derived from the union contract and are costs which most employers bear automatically. Consequently, including those costs in the fringe benefits inflates the Township's fringe figures. Thus, the fringe benefits are not as great as the Township argues.

Furthermore, the pension request is evaluated in light of the other requests granted by this panel. The Union has only prevailed on the holiday issue and the vacation issue; the parties mutually agreed upon granting the insurance request. The other six issues raised by the parties have all been decided in favor of the Township. Thus, the panel has taken into consideration the benefits provided by the Township prior to this arbitration, as well as by this panel.

Moreover, the modification of the vesting period, from eight years to ten years, may represent an extremely significant difference in the amount of money to be paid out. First, it represents an additional two-year of investments by the employee, prior to the time that the employee would be eligible to receive any pension benefits. Second, many things could possibly occur which would for some employees, prevent ultimate vesting. From the cost standpoint, it would appear that this would save the Township some money. Consequently, the change in the vesting requirement mitigates against the increased cost which the Township argues will occur.

Finally, the Township argues that the onetime payment of \$200,000 which is to be added to the existing pension debt is an unwarranted burden which should preclude the granting of this award. There have been no figures presented to this panel regarding the overall budget and it has not been shown that the Township is unable to pay this amount. The Township does not appear to be arguing that it must go out and borrow \$200,000 in order to make this payment. It does not argue that it is financially unable to make this payment or that other services would suffer by such an expenditure. Such an argument would strike to the heart of the issue of financial ability. Merely to state, without any other support, that a \$200,000 payment would be burdensome does not in and of itself preclude the granting of this award.

Thus, the Union's proposal is reasonable in light of the trend which is occurring in other comparable communities in the Oakland County area. Such a modification, noted previously, would promote stability and longevity in the work force. This modification would additionally benefit the members of the Union but would not, utilizing the cost figures supplied by the Township, unduly burden the taxpayers of this Township. Thus, in light of the overall settlement, these additional costs of improving the pension plan are not so substantial so that they preclude its implementation.

AWARD: The Last Best Offer of the Union is Adopted:

Case	Concurs _____	Dissents <u> X </u>
Wines	Concurs <u> X </u>	Dissents _____

AWARD

The contract between the parties for the period of April 1, 1977, through March 31, 1979 shall contain the Township's last best offer on Issues 1, 2, 3, 5 and 7. The new contract shall also contain the Union's last best offer on Issues 4, 6, 8 and 9. These benefits and all the terms of the agreement are retroactive to April 1, 1977.

PANEL OF ARBITRATORS

Barry C. Brown

Barry C. Brown, Chairman

Homer Case, Township Delegate

Robert Wines

Robert Wines, Union Delegate