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In the matter of
Bloomfield Township
and
Fraternal Order of Police
MERC Act 312 Case No. D86 L-229

The proceedings were held in accordance with Act 312. A pre-hearing conference was held on March 12, 1988 and hearings on April 14, 15, May 2,3 and June 6, 1988 in the Township offices. The Employer was represented by Mr. Stephen J. Fishman, Attorney, and the Union by Mr. John A. Lyons, Attorney. Other members of the panel were Ms. Wilma Cotton, for the Employer, and Mr. Michael Somero for the Union. A record of the proceedings was taken and transcribed by Ms. Maria E. Greenaugh. Post-hearing briefs and last best offers were submitted by the parties August 3, 1988. The parties waived time limits covered in the statute. They acknowledged the jurisdiction of the panel in the dispute. The arbitrator denied a request from the Employer for reply briefs citing additional expense and the absence of demonstrated need.

Introduction

This Act 312 arbitration addresses and resolves various terms of the parties' 1987-1990 collective bargaining agreement.

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At the beginning of these proceedings, the following issues were submitted by the parties.

1. Wages including differentials
2. Hospitalization
3. Optical
4. Arbitration procedure
5. Vacation
6. Clothing Allowance
7. Longevity
8. Court Time/Emergency Call-in
9. Disability
10. Pensions
11. Maintenance of Conditions
12. Retroactivity
13. Compensatory Time
14. Sick Leave

The parties have agreed that all issues are economic with the exception of Maintenance of Conditions and Arbitration procedures.

STATUTORY AUTHORITY

Act 312 of 1969 provides for compulsory arbitration of labor disputes in municipal police and fire departments. Section 8 of Act 312 states in relation to economic issues that:

The Arbitration Panel shall adopt the last offer of settlement which, in the opinion of the Arbitration Panel, more nearly complies the applicable factors prescribed in Section 9. The findings, opinions, and orders as to all other issues shall be based upon the applicable factors prescribed in Section 9.

Section 9 of Act 312 contains eight factors on which the Arbitration Panel shall base its opinions and orders. The factors are as follows:

- (a) The lawful authority of the Employers.
- (b) Stipulation of the parties.
- (c) The interest and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) A comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services with other communities generally:
 - (i) In public employment in comparable communities
 - (ii) In private employment in comparable communities
- (e) The average consumer prices^{for} for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances presented during the pendency of arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact findings, arbitration or other wise between the parties, in the public service or in private employment.

Section 10 of Act 312 provides that the decision of the Arbitration Panel must be supported by competent, material, and substantial evidence on the whole record. This is supported by the Michigan Supreme Court's decision in City of Detroit v Detroit Police Officers Association, 408 Mich 410 (1980). In this case the Court commented on the importance of the various factors as follows:

The Legislature has neither expressly nor implicitly evinced any intention in Act 312 that each factor in Section 9 be accorded equal weight. Instead, the Legislature has made their treatment, where applicable, mandatory in the Panel through the use of the word "shall" in Section 8 and 9. In effect then, the Section 9 factors provide a compulsory checklist to ensure that the arbitrators render an award only after taking into consideration those factors deemed relevant by the Legislature and codified in Section 9. Since the Section 9 factors are not intrinsically weighted, they cannot of themselves provide the arbitrators with an answer. It is the Panel which must make the difficult decision of determining which particular factors are more important in resolving a contested issue under the singular facts of the case. Although, of course, all "applicable" factors must be considered. 408 Mich at 484.

DISCUSSION

The parties were unable to agree as to which communities would serve as comparables; however, there were some communities in common.

The Union chose communities that were contiguous or nearly contiguous namely Birmingham, Bloomfield Hills, Farmington Hills, Novi, Pontiac,

Troy, Waterford Township and West Bloomfield. In response to cross-examination, the Union offered no further rationale to their choice.

The Employer's choices were developed on a very systematic basis.

Dr. Jack Greene, an Associate Professor in the Department of Criminal Justice at Temple University, presented very scholarly testimony as to the principal determinants of the nature of police work in different communities. He provided a theoretical rationale to support the notion that certain statistical characteristics were more determinative of the nature of police work than others. In order to compare communities as to their similarity, he combined these into a statistical model.

In arriving at the measures of similarity, he assigned a weight of five to those characteristics which he felt influenced police services most heavily such as the population, population density and households per square mile. Characteristics dealing with socio-economic status, which he theorized second most-related to police activity he weighted four. These include median age, percentage of population over 65, median family income, median housing value, state equalized valuation (SEV) and land use. Serious property crime and order maintenance behaviors were weighted three. Serious personal crime was weighted two and arrests were weighted one.

Using this statistical model, Dr. Greene computed composite scores for 32 Oakland County communities according to their deviation from Bloomfield Township.

The results presented the ten most similar communities to Bloomfield Township. In order from most comparable to least according to composite scores are Farmington Hills (299), West Bloomfield (295), Hazel Park (244), Novi (223), Birmingham (213), Troy (208), Oak Park (181), Rochester (178), Ferndale (168) and Madison Heights (166).

Dr. Greene concluded that Farmington Hills and West Bloomfield were most similar to Bloomfield Township. He went on to conclude that these two were so close to Bloomfield Township "there was no number three." The others, Dr. Greene testified, were qualitatively different because the scores of the other communities dropped off abruptly.

One can not help but be impressed by the scholarly rationale that underlies Dr. Greene's conclusion, especially as compared to the Union's less systematic choices. Nonetheless, Dr. Greene's methodology is subject to some scrutiny. The most basic challenge is that Dr. Greene furnished no evidence to support his model other than his experience.

A model of this nature is a predictive device. In this case, it claims to predict the nature of police work. To test its soundness one would need to see if its results (the composite scores) would correlate with various operational measures from the police departments in the communities being measured. In other words, the police departments in communities with similar composite scores should tend to have similar operating measures. No such evidence was offered so the support for the model and its conclusions rests solely on Dr. Greene's professional judgment. Dr.

Greene acknowledged in cross-examination this was the first time he had used the model. Dr. Greene offered no evidence the model was in common use elsewhere.

One also questions the arbitrary choice of weights for the various characteristics. While some characteristics may be more influential than others, nonetheless, there is no precise basis for this set of weights which are very influential in the numerical results. Also one finds it difficult to conclude "there is no third place." There appears little basis to claim a complete discontinuity between Farmington Hills, West Bloomfield and all the rest.

While Dr. Greene has rendered a valuable service in attempting a systematic choice of comparables, nonetheless, his conclusions are questionable.

With the full realization that the notion of true comparability is an elusive concept, an attempt at a more modest effort at a system for choosing comparables has been made.

All the Oakland County communities examined by both parties and all the 19 statistical characteristics used by Dr. Greene have been combined. In each case, the degree to which the community deviated from Bloomfield Township was ranked. The deviation rankings on all the characteristics

were added for each community. The lowest score, of course, represented the community most similar to Bloomfield Township. No weighting of characteristics were used. The nineteen characteristics were:

Population	Apportion per 1000 SEV
Population density	Land use residential percent
Median age	Total index crime
Percent population over 65	Serious personal crime
Median family income	Serious property crime
Per capita income	Total non-index crime
Median house value	Order maintenance offenses
Households per square mile	Total index arrests
SEV Real property	Total non-index arrests
SEV Personal property	

The ten most similar communities in order of similarity were West Bloomfield, Novi, Birmingham, Farmington Hills, Ferndale, Oak Park, Hazel Park/Bloomfield Hills (tied), Madison Heights and Rochester.

This list incorporates five of the Union's eight selections and nine of the Employer's ten. Pontiac has been dropped. It ranked 13th using this system. In spite of its contiguity and in spite of the very modest involvement of Bloomfield Township officers nevertheless, Pontiac is not an appropriate comparable, similarly for Troy and Waterford Township.

In arriving at these conclusions, a middle ground has been struck using some systematic basis for selection supported by relevant statistical measures while avoiding a system of weighting with little theoretical grounding. The statistical measures used were generally similar to those used by the Union but many were broken out separately such as in type of arrests.

In the examination of the issues, reliance has been placed on a more limited sample of comparable communities - particularly the five most comparable - only because complete data on the others were in most cases not available.

1. Wages

Union offer:

Effective 4/1/87 = 6% increase
Effective 4/1/88 = 5% increase
Effective 4/1/89 = 5% increase

In addition: for Corporals, Youth Officers and Detectives, these classifications shall receive a 6.5% differential above a maximum pay of a patrolman.

Township offer:

Effective 4/1/87 = 4% increase
Effective 4/1/88 = 4% increase
Effective 4/1/89 = 5% increase

No change in wage differentials between patrolmen and Corporals, Youth Officers and Detectives.

Discussion:

The impact of the parties' offers on the relative standing of Bloomfield Township wages with those of the ten most comparable communities is shown in the enclosed table.

There are data on only two communities going beyond 1988 (West Bloomfield and Novi) and one beyond 1989 to 1990 (Novi). There are data from Bloomfield Township Fire Department for the three years 1987-1992 also.

Comparison of Union and Township Wage Offers
with Ten Most Comparable Communities, 1986 thru 1990

	1986 Base	1987-88	1988-89	1989-90
Union offer	30,143	31,952	33,550	35,228
Township offer w/ret'y	"	31,349	32,603	34,233
Township offer w/o ret'y	"	30,143	31,579*	"
<hr/>				
West Bloomfield	29,597	30,781	32,012	-
Union	98%	96%	95%	-
Township w/	"	98%	98%	-
Township w/o	"	102%	101%	-
Novi	32,865	32,865	33,851	34,867
Union	109%	103%	101%	99%
Township w/	"	105%	104%	102%
Township w/o	"	109%	107%	102%
Birmingham	31,272	32,217	-	-
Union	104%	101%	-	-
Township w/	"	103%	-	-
Township w/o	"	107%	-	-
Farmington Hills	31,414	-	-	-
Union	104%	-	-	-
Township w/	-	-	-	-
Township w/o	-	-	-	-
Ferndale	29,682	31,166	-	-
Union	98%	98%	-	-
Township w/	"	99%	-	-
Township w/o	"	103%	-	-
Oak Park - not available				
Hazel Park - not available				
Bloomfield Hills	32,515	-	-	-
Union	108%	-	-	-
Township w/	"	-	-	-
Township w/o	"	-	-	-
Madison Heights	30,410	31,626	-	-
Union	100.1%	99%	-	-
Township w/	"	101%	-	-
Township w/o	"	105%	-	-
Rochester	29,649	31,131	-	-
Union	98%	97%	-	-
Township w/	"	99%	-	-
Township w/o	"	103%	-	-
<hr/>				
Bloomfield Twp. Fire	31,263	32,832	34,067	35,352
Union	104%	103%	102%	100.3%
Township w/	"	105%	104%	103%
Township w/o	"	109%	108%	103%

*Annual salary assuming \$32,603 effective with anticipated award date of 9/1/88.

The Township's brief with regard to wages relies heavily on how its offer best retains historical relationships particularly with West Bloomfield and Novi - historical, that is, using 1986 as a base.

The Union in its brief on wages relies on two points, the average compensation paid its comparables and the compensation of Township firefighters. In computing the averages, the Union uses Pontiac, Troy and Waterford Township data which have previously discarded as inappropriate comparables. Moreover, the computation of the averages is confusing in that current contract compensation from 1987-88 for communities whose contract termination is 1988 has been merged with 1988-89 and 1989-90 compensation data for West Bloomfield and Novi.

The Township has also argued with respect to Township firefighters that its offer better maintains the historical relationship with police compensation.

There is no question that historical compensation patterns are an important consideration in such deliberations as this. However, it would be erroneous to assign to past events a retrospective conscious purpose which in reality may have been more random and unplanned. At no time in the hearings was there any testimony that Bloomfield Township had an articulated plan linking police compensation (or other employment conditions) to those of any other specific communities or internally to those of the firefighters.

With respect to historical compensation relationships, the Township's offer (with retroactivity) is superior to the Union's particularly as it relates to West Bloomfield and the Township Firefighters.

The Union raises the issue of the police - firefighter compensation differentials in terms of the former's greater educational requirements.

It is unchallenged that all Township police officer must have a Bachelor's degree as an entrance requirement. This is not the case for the firefighters. Furthermore, the highest firefighter's rate, the one used for comparison purposes in the attached table, involves a B.S. in Fire Science. (Other lower firefighter classifications do not have such a requirement.) The credit hours involved for the B.S. in Fire Science is substantially less than that required for a conventional college Bachelor's degree as needed by patrolmen.

This degree requirement for Township police officers has been in existence for a considerable number of years. No other community has a similar requirement.

One must assume that the Township officials for whatever reason wanted their police officers to have educational levels superior to those in any other nearby community. It must be further assumed that the Township anticipated this added educational level would be translated into on-the-job behavior. To reason otherwise would suggest the Township made this degree requirement as an empty gesture without expectation it would get

anything for it in terms of job behavior. Of course, the implications of this choice is that one selects candidates for police openings from a smaller applicant pool than would be the case without this requirement.

In spite of this higher educational requirement, the police patrolmen have been paid less than the firefighters, at least since 1982, the earliest data presented. Now clearly educational level alone should not be determinative in setting compensation levels. But no other factors have been presented to justify the superior compensation for the firefighters despite the lower education requirements.

In 1986, a firefighter with a B.S. in Fire Science, with significantly fewer credit hours made \$1120 per year more than a patrolman with a conventional college Bachelor's degree. In that same year, a patrolman with a Bachelor's degree made only \$49 more per year than a regular firefighter presumably with no more than a high school education.

With the Township's offer (with retroactivity) the firefighter with a B.S. in Fire Science would make \$1483 more per year than a patrolman in 1987-88, \$1463 more in 1988-89 and \$1119 more in 1989-90. Suffice it to say that without retroactivity, the differentials for the first two years would be increased.

Using the Union's offer the firefighters with a B.S. in Fire Science would make \$880 more per year than a patrolman in 1987-88, \$517 more in 1988-89, and \$124 more in 1989-90.

The Union's offer alters substantially the historical compensation relationship particularly with West Bloomfield and Novi. However, as covered earlier, neither of these communities have the same entrance requirements regarding education level. Nor is there any indication that other factors involving the police work in those places would balance the disparity in education requirements and justify continuing the 1986 pattern.

In favoring the Union's offer, considerable weight must be given to the Bachelor degree requirement for patrolmen. This is particularly true where there's no showing, of any other factors that would offset this. Common sense suggests that higher entrance requirements are associated with higher compensation because one is drawing from a smaller pool of applicants.

It must be noted that the educational level of the patrolmen is not a matter where merely most have a college degree and recognition is being taken of this. The degree is a universal entrance requirement imposed by the Township.

In summary, the Township's higher educational requirement for patrolmen and not for firefighters justifies a significant reduction of the compensation gap which is better done by the Union's offer. The resulting realignment in the relations of Township patrolmen salaries to those of others in nearby communities can be supported by the unique education entrance requirements demanded by the Township.

Clearly the panel is stressing internal comparables here, i.e., the firefighters within the same Township. While the police in other nearby communities are relatively remote, the comparability of the firefighters is immediate and more direct. As public safety employees, the firefighters would provide "similar services" within the meaning of the criteria (d) in that both groups are involved in public safety. Certainly the consideration of firefighters compensation would be supported by criteria (h) in "other factors...traditionally taken into consideration in determination of wages....through voluntary collective bargaining."

In accepting the Union's offer, the panel has taken due consideration of the public's welfare and the Township's ability to meet the related costs, criteria (c). It is also mindful of the recent increase in the cost of living, criteria (a). The other remaining criteria have also been examined.

RULING: The Union offer is accepted.

Wage Differential between top patrolmen and Corporal, Detective, Youth Officer.

Union offer:

6.5% differential for Corporals, Detectives and Youth Officers
over maximum pay of patrolman

Township offer:

Retain the current 5.5% differential

The Union's offer is not supported by its own choice of comparables.

Note: The parties agreed by phone conversation with the Panel Chairman that this issue could be considered separately from the wage issue.

RULING: The Township offer is accepted.

2. Hospitalization

The Union offer is a change from the current daily rate of coverage of \$310/day to semi-private coverage.

The Township's offer is a change in the daily rate to \$320 per day.

The contracts introduced into evidence by the Union only support that Birmingham has semi-private coverage. The claims of semi-private coverage for other communities rely upon phone survey information.

In view of this minimal and unsupported data and considering the Township's identical coverage for the Township Police Command Officers and firefighters, the Township's offer is more persuasive.

RULING: The Township's offer is accepted.

3. Optical

Union offer:

Same coverage provided the Township Fire Department.

Township offer:

No optical plan.

Three of the panel's five highest ranked comparables (Novi, Birmingham and Ferndale) have plans and two do not (West Bloomfield and Farmington Hills). The Township firefighters have optical coverage.

Data on external and internal comparables favor the Union's offer.

RULING: The Union offer is accepted.

4. Arbitration Procedure

Union offer:

Following sentence inserted in Section 1 of Article XXVIII

"All discipline appeals shall be processed as a grievance."

Township offer:

Current language to remain the same.

The Management Responsibility clause, Article II requires "discipline for cause." Article XXVIII, Grievance-Arbitration Procedure defines a grievance as any dispute "concerning the application, meaning or interpretation of this Agreement."

With these contractual safeguards in place, the Union's requested wording is not needed.

RULING: The Township's offer is accepted.

5. Vacations

Union offer:

The Union is requesting a modification of Steps 3 & 4 and a new step added to reflect the following:

Hire through end of 5 years	3.6 hrs. (11.86 days)
Start of 6th yr. thru end of 10th year	5.54 hrs. (18.00 days)
Start of 11th yr. thru end of 15th year	7.69 hrs. (24.99 days)
Start of 16th yr. thru end of 20th year	8.62 hrs. (28.01 days)
Start of 21st year to retirement	9.23 hrs. (29.99 days)

Township offer:

Identical to above with following exception:

Start of 11th year through end of 15th year 7.08 hrs.

The difference between the two offers is minimal. The Township's offer is identical to that provided the Bloomfield Township Police Command Officers and thus represents an advantage in internal consistency.

RULING: The Township's offer is accepted.

6. Clothing Allowance:

Union offer:

Uniform members: increase from \$250 to \$400.

Plainclothes members: increase from \$375 to \$500.

Township offer:

Uniform members: \$375 as needed

Plainclothes members: \$450 as needed

The Township's offer is closer, yet superior, to similar benefits extended to the most comparable communities which are not on the quartermaster system namely West Bloomfield, Birmingham and Ferndale. The Township's offer for plainclothes personnel is identical to that for Bloomfield Township Police Command Officers.

RULING: The Township's offer is accepted.

7. Longevity

Union offer:

Add a step to the current longevity schedule to reflect the following additional step:

25 years of service - 10% salary
(as set forth in Article XXI)

Township offer:

Identical to the Union's offer except the computation of longevity pay shall be made using the salary structure in effect on March 31, 1987.

The 25-year step of 10% exists for West Bloomfield, Birmingham and Ferndale. Farmington Hills patrolmen receive 10% after only 19 years. These are four of the five most comparable communities in the arbitrator's ranking. The same 10% for 25 years of service is now paid to the Bloomfield Township Command Officers and the Fire personnel.

The only community with a cap in the arbitrator's list of ten most comparables and on which data is available is Rochester

This clear pattern of identical (or superior) longevity payments without a cap extended to other external and internal comparables is persuasive in opting for the Union's offer.

RULING: The Union's offer is accepted.

8. Court-Time and Emergency Call-In Time

Union offer:

Increase from 2 hours minimum for court time and emergency call-in time to 3 hours.

Township offer:

Maintain current contractual provision.

Five of the eight comparable communities on which data is available have the same court-time provision as currently prevails in the Township.

(West Bloomfield, Ferndale, Bloomfield Hills, Madison Heights and Rochester)

Two of the same eight have the same emergency call-in provision as the Township (Farmington Hills and Ferndale). The others are more generous.

The sample survey mentioned in testimony by Chief Zimmerman shows that most officers don't spend the 2 hours minimum actually in court. If they spend over the 2 hours minimum, they're paid time and a half. The current benefit also is identical for Township Police Command Officers.

In view of the closeness of the data and considering that these proceedings are required to consider "other factors...traditionally taken into consideration in ...collective bargaining" (see criteria 'h') the Township's offer is preferable.

RULING: The Township offer is accepted.

9. Disability

Union offer:

Members on disability benefits under Article XVII and XVIII shall receive all insurance benefits (life, hospitalization, dental, optical) as those provided active members.

DUTY DISABILITY BENEFITS

Sixty-six and two-thirds (66-2/3) of a member's base wage at the time of injury until the member reaches the age for normal retirement. Upon reaching retirement age for normal retirement, a member on duty disability will receive credit for all years worked with the Department plus all years accumulated while on disability, when computing the regular retirement benefit the final average compensation for employees on disability benefits under Articles XVII and XVIII shall be based on the base wages, longevity pay and holiday pay at the time of injury.

All disability time is to be considered the same as active service time.

The member maintains re-employment rights as long as a physical exam is required.

SHORT TERM DISABILITY

Page 22 of Group Insurance Handbook. Increase from twenty-four to thirty-six months the time period for short term

non-duty disability, including definition of totally disabled to be: "You are unable to perform the essential duties of your occupation."

During this thirty-six month period all benefits continue and seniority continues to accrue. If employee becomes able to return to his occupation, he shall return with no loss of benefits or seniority.

LONG TERM DISABILITY

At thirty-six months - long term disability - definition of totally disabled becomes "You are unable to perform the essential duties of any occupation for which you are or may reasonably become qualified based on your education, training or experience."

Township offer:

- A. Adopt the following language into the retirement program and the labor agreement:

- 1. a. Duty Disability

- The yearly amount of retirement income payable on account of a duty disability will be equal to that calculated in Section 4.1 of the Retirement Plan and adjusted in accordance with Section 4.3 of the Retirement Plan using Credited Service from employment

date to the earlier of the date the Participant is no longer considered disabled, or the Normal Retirement Date and Final Earnings equal to the Rate of Earnings immediately prior to disablement adjusted by the increases negotiated for that job classification between the date of disablement and the earlier of the date the Participant is no longer disabled, or the Normal Retirement Date.

b. Non-Duty Disability

The yearly amount of retirement income payable on account of a non-duty disability will be equal to that calculated in Section 4.1 of the Retirement Plan and adjusted in accordance with Section 4.3 of the Plan based on Credited Service and Final Earnings as of this date of disablement.

2. Definition of Disability

For the purposes of calculating the retirement benefit, an officer will be considered disabled only if because of injury or sickness he is unable to perform the essential duties of any occupation for which he or she is or may reasonably become qualified for based upon his or her training, education or experience.

The determination of whether an officer meets the

definition of disability will be made by a doctor selected by the Employer. The individual will be subject to re-examination annually for the first five years of disability and every third year thereafter by a doctor designated by the Employer.

B. Add the following language to the labor agreement:

1. Officers on disability leave will be entitled to reinstatement to their former position at the current rate of pay and benefits for a period of 30 months from the date of disability. In order to be eligible for reinstatement, an officer must be certified as fit for duty by a doctor selected by the Employer.

2. An officer on disability leave will receive full medical benefits for a period of 30 months from the date of disablement.

Regarding the extension of insurance benefits to those on disability, the Township proposal of 30 months is superior to West Bloomfield, Farmington Hills and Novi.

The Union's offer that disability time is to be considered the same as active duty time for figuring retirement benefits is the same as the Township offer. The Township's offer concerning the computation of final earnings for retirement purposes is more liberal than the Union's.

There was no data presented from comparable communities concerning re-employment rights.

The current period of 24 months for short-term disability benefits is equal to West Bloomfield and superior to Birmingham. A comparison with Farmington Hills and Novi is difficult in that neither appear to have a linked long-term disability plan.

The disability definition for short-term disability for 24 months is "inability to perform police work" in West Bloomfield, Farmington Hills, Novi and Birmingham.

Long-term disability begins in West Bloomfield after 26 weeks and exhaustion of sick leave; in Farmington Hills after 24 months or permanent disability determination; in Novi after 1 year or permanent disability determination; in Birmingham after 30 days. Once again, Farmington Hills and Novi do not have long-term disability plans.

The long-term disability definition in the Union offer and the Township's are identical -- setting aside the time issue discussed above.

While this is a complex issue where comparability is made difficult by the inter-relationship with other factors, nonetheless, the Township's offer appears to be more in line with comparable communities.

RULING: The Township offer is accepted.

10. Pensions

Union offer:

The Union is requesting the following changes in the current pension program:

- A. Increase the final average compensation multiplier from 2.0% to 2.25%.
- B. Include in final average compensation in addition to base wages and longevity, holiday pay.
- C. Modify the method final average compensation is computed to include the member's best three of the last ten years of service.
- D. The Employer will provide retirees and their spouse the same medical hospital benefits provided to active members.
- E. Death before retirement, duty related, the widow and/or dependent children receive an annual minimum benefit of 50% of the member's base wages at time of death.

Township offer:

Change the pension multiplier from 2.0% to 2.25%.

Items included in the calculation of FAC:

Current language to remain the same.

Method of calculating FAC: Current language to remain the same.

Benefits provided to retiree: Current language to remain the same.

The Township's offer of 2.25% as a pension multiplier is equal or superior to the multipliers of the five most comparable communities (West Bloomfield, Novi, Farmington Hills and Ferndale).

Four of the five most comparable communities calculate the FAC using the highest five consecutive years out of the last ten years (West Bloomfield, Novi, Farmington Hills and Ferndale). This is the same as the Township's current calculation method.

The current insurance benefits to retirees is equal or superior to those of the five most comparable communities (West Bloomfield, Birmingham, Novi, Farmington Hills and Ferndale) with one exception. Farmington Hills offers dental coverage. None of the other offer dental coverage and none, including Farmington Hills, offers optical. No reference was found in Ferndale documents to retiree insurance benefits so the assumption was made there are none.

The panel is unable to verify the Union's phone survey data concerning the inclusion of holiday pay and overtime in the calculation of the Final Average Compensation by referring to the source documents in evidence.

No specific data on duty-related death benefits from comparable communities was offered by the Union. On balance and based on the data available, the Township's package offer is more in line with the most comparable communities.

RULING: The Township's offer is accepted.

11. Maintenance of Conditions

Union offer:

Following "Maintenance of Conditions" clause be added to the current Collective Bargaining Agreement.

"Wages, hours and conditions of employment in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement."

Township offer:

"The Employer agrees to honor and maintain the wages, terms and conditions of employment expressly set forth in this Agreement during the term of this Agreement as required by the specific provisions of this Agreement."

Among the most comparable communities, West Bloomfield and Farmington Hills have clauses more similar to the Township proposal. Birmingham has none. Novi's clause is similar to the Union's proposal. Ferndale's Joint Responsibilities clause more closely parallels the Township's proposal.

The Union's offer refers to those wages, hours and conditions in effect when the agreement is executed whereas the Township refers to those expressly set forth in the agreement. The Township's proposal is closer to the prevailing pattern.

RULING: The Township's offer is accepted.

12. Retroactivity

Union offer:

All economic benefits to be retroactive to April 1, 1987.

Township offer:

The Township offers no retroactivity of wages or benefits.

Assuming the date of this award to be September 1, 1988, the Township police would be deprived of all wages and economic benefits for 17 months or virtually half the term of the contract under the Township proposal. In each case the rulings on economic issues are supported by data effective at or immediately around April 1, 1987.

RULING: The Union offer is accepted.

13. Compensatory Time

Union offer:

No change in current contract.

Township offer:

Eliminate Article VIII of the contract which deals with compensatory time.

Only one of the five most comparable communities, namely West Bloomfield, has compensatory time.

The Township indicates the implementation of this current provision poses a serious administrative burden. Were the Township's offer to be granted, the patrolmen would be paid overtime in lieu of the time off. They would not lose money but be deprived of the opportunity to realign their work schedule to their personal convenience.

The Township's offer places it closer to the clear prevailing pattern.

RULING: The Township's offer is accepted.

14. Sick Leave

Union offer:

No change in current contract.

Township offer:

Eliminate Section 4(b) of Article XIX which allows an employee to use three(3) days of accumulated sick leave as personal days.

The potential exists for abuse to use personal days to extend vacations or holidays and indeed some may have taken place. Nonetheless there was insufficient evidence to show the problem was so severe as to warrant the elimination of this benefit.


RULING: The Union's offer is accepted.

Except for the issues submitted to the panel and addressed in this document, the parties stipulate that no dispute exists as to any or all of the terms and conditions of their collective bargaining agreement for the term April 1, 1987 to March 31, 1990.

The Employer's representative on the panel approves the rulings on issues no. 1 (only on differentials), 2,4,5,6,8,9,10,11 and 13; she dissents on issues no. 1 (as related to wages), 3,7,12 and 14.

The Union's representative on the panel approves the rulings on issues no. 1 (as related to wages), 3,7,12 and 14; he dissents on issues no.1 (as it relates to differentials), 2,4,5,6,8,9,10,11 and 13.


Gordon F. Knight
Panel Chairman


Wilma Cotton
Employer's Representative


Michael Somero
Union Representative

September 21, 1988