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STATE OF MICHIGAN

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\* POLICE OFFICERS ASSOCIATION \*  
\* OF DEARBORN, \*  
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vs.

CITY OF DEARBORN

FACT FINDER'S REPORT

ISSUES

- A) SALARIES AND WAGES
- B) DUES CHECK-OFF
- C) FRINGE BENEFITS (shift premium, life insurance  
vactions, holiday pay and Blue  
Cross)
- D) ESTABLISHMENT OF COLLECTIVE BARGAINING  
PROCEDURE
- E) RETROACTIVE DATE

Dearborn; City of

JESSE R. BACALIS

FACT FINDER

910-11-12 Ford Building  
Detroit, Michigan 48226  
Telephone: WO. 1-0447

1-11-67

DATED: DECEMBER 21, 1966

STATE OF MICHIGAN

MICHIGAN LABOR MEDIATION BOARD

POLICE OFFICERS ASSOCIATION  
OF DEARBORN,

VS.

CITY OF DEARBORN,  
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FACT FINDERS REPORT

Now comes JESSE R. BACALIS, Fact Finder herein, and herewith makes the following report.

ISSUES:

That the parties herein have stated the issues to be as follows:

- A) Salaries and Wages
- B) Dues Check-Off
- C) Fringe Benefits (shift premium, life insurance, vacations, holiday pay, and Blue Cross)
- D) Establishment of Collective Bargaining Procedure
- E) Retroactive Date

SALARIES AND WAGES.

The parties herein from their respective exhibits and from their oral testimony have agreed that the measure of what is a reasonable and fair salary for Police Officers is to be determined in light of adjacent communities in the Metropolitan Detroit Area of which there are approximately 19. From the factual evidence submitted by the parties herein, the actual spread amongst the various communities, taking into consideration the base rate paid, the uniform allowance, shift premium where applicable, varied all the way from the maximum of \$8,535.00 in the City of Detroit to a minimum of \$7,605.00 in the City of Allen Park. It is the Police Officer's

contention that Salaries and Wages ought to rank second in this spread. It is the City of Dearborn's contention that the City ought to rank above average and in the third quartile of a four quartile analysis.

The Police Officers Association has failed to produce any substantial evidence to indicate that the City of Dearborn has customarily ranked second for more than one year and then only on base wage analysis. It has also been conceded by the parties that for the purpose of making a comparison, that the rank of Corporal in the City of Dearborn Police Department compares with the rank known as Patrolman in the other municipalities. There was also a dispute between the parties as to the degree of salary differential that ought to exist between the rank of Sergeants and upwards and below the rank of Sergeants. Therefore, it is the Fact Finder's Opinion that a fair salary or wage for the basic wage for the City of Dearborn is as follows:

|  |            |
|--|------------|
| A) For the new Patrolman Recruit   | \$7,700.00 |
| B) For the rank of Corporal after 4 years of service   | \$8,000.00 |
| C) For the rank of Detective   | \$8,200.00 |
| D) For the rank of Sergeant<br>(This rank would include Detective Sergeant and Uniform Sergeant) | \$8,600.00 |

It is the Fact Finder's determination that these awards are for the current 1966 fiscal year only.

#### DUES CHECK-OFF.

The evidence presented by the parties indicates that the Bargainers for the City had previously agreed to Dues Check-Off and that the City Council had ratified this, however, the Mayor of the City of Dearborn vetoed and over-ruled the City Council's decision. It is the Fact Finder's determination that there is no contest between the Union Representatives and the City Representatives on this Issue and that the Police Officers Association should have the right to Dues Check-Off.

### FRINGE BENEFITS

There is no contest between the parties on fringe benefits as the parties have more or less agreed to accept the existing fringe benefits which the City has initiated as of July 1, 1966, which covers Holiday Pay, Blue Cross Insurance increase, and paid Vacations.

The only area of dispute was over shift premium. In this regard your Fact Finder does find that eight out of nineteen communities have shift premium in the amount of at least \$100.00 per year. Therefore, it is your Fact Finder's decision that the Police Officers of Dearborn ought to have shift premium in the amount of \$100.00 per year, which is in line with the parties decision to be above average in the third quartile.


### ESTABLISHMENT OF COLLECTIVE BARGAINING PROCEDURES.

The parties submitted very little evidence on which your Fact Finder can make the report in this area. The evidence indicates in this cause that the parties started negotiations as early as February 1966. Then in April of 1966, the City made a cost of living adjustment. Commencing with the 1966 fiscal year, on July 1, 1966, the City began to pay the Police Officers an increase which was determined on the basis of a standard living adjustment as well as a cost of living adjustment. It would appear that the City has been taking advantage of the time factor in not being in any hurry to reach an agreement with the Police Officers as to salary adjustment. However, the Fact Finder must comment that during the fact finding sessions the City Representatives did act in good faith in terms of negotiating or attempting to negotiate and offer to settle the dispute at issue. However, when the last offer was made by the City and withdrawn, the Union elected to accept the City's Offer. It is also apparent that the difficulty with the City's Negotiating Team is that the Mayor of Dearborn has apparently indicated that he will not approve the last offer made by the City Representatives to the Police Officers Association.

RETROACTIVE DATE

The City contends that this is a legal issue and they are precluded from paying of the year 1968 an adjustment retroactive to July 1, 1966. Beyond making the claim on the part of the Union there was no factual evidence submitted on this issue.

Respectfully submitted,

  
JESSE R. BACALIS, Fact Finder  
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Wo. 1-3325

1-11-67  
Dated: December 21, 1966