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In the Matter of the Statutory Arbitration Between )

CITY OF BURTON )

-and- )

TEAMSTERS LOCAL 214, LAW ENFORCEMENT DIVISION )  
(Burton Police Department) )

1/20/76

Burton  
City of

ARBITRATION PANEL

E.J. FORSYTHE, Impartial Chairman  
SANDRA K. BLACKHURST, City Designee  
BILLY D. MENDENALL, Union Designee

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This proceeding in arbitration pursuant to Act 312 of Public Acts of 1969, as amended. Sandra K. Blackhurst was named as the City designee to the panel. Billy D. Mendenall was appointed as the Union designee. On August 5, 1975, the undersigned Arbitrator was appointed as Impartial Chairman of the Arbitration Panel by the Michigan Employment Relations Commission.

Hearings were held in Burton, Michigan on August 15 and September 5, 1975. A verbatim record of the proceedings was made and a transcript furnished to the Chairman of the panel. Post hearing briefs were filed by the parties in due course.

Grover & Associates, Inc. by Merle W. Grover represented the City of Saginaw.

The Law Enforcement Division, Teamsters Local 214, represented by James Allen appeared on behalf of the Union.

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

Public Act 312, Section 9 of the Michigan State Acts of 1969 requires that the arbitration findings, opinions and order upon a number of factors. One of the factors set forth in the Act is:

- (d) Comparison of wages, hours, conditions or employment of employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - i. In public employment in comparable communities.

The Union selected eight (8) cities to compare with the City of Burton based upon their population or geographical location. In addition the Union selected the City of Flint, Genesee County and the Michigan State Police as a part of their presentations as to comparisons, for the same reason or reasons, including the nature of the work. Therefore, the Union's comparisons as to other locations are, Ferndale, Battle Creek, Port Huron, Midland, Portage, Highland Park, Southgate, W. Bloomfield Township, Flint, Genesee County and Michigan State Police. The City requested time which was granted by the Panel, to review the documents from which the Union determined its figures. The Employer stated and it will be reviewed in the Background portion of this case that the figure arrived at by the Union was computed by taking all of the Cities in Areas 1, 2 and 3 from the documents used, which included the Detroit Metropolitan Area. The Employer argues that the Union's comparisons then included many of the metropolitan and suburban districts in the Detroit area which should not be considered because of the number of manpower personnel and crime rate. (Tr. 95).

The matters agreed to by the parties prior to the arbitration hearings and was marked as Joint Exhibit #1.

Other matters which were agreed to during the arbitration by the Employer and the Union but which will not appear in the Contract is the provision that the City shall furnish legal counsel when lawsuits are instituted growing out of on duty Law Enforcement Activities. The City shall furnish all necessary equipment excluding handguns for each employee. Each employee will be furnished a Walkie-Talkie portable hand held Radio while on duty, and Shotguns and Holders shall be available in each Patrol Car.

Among the issues settled during the arbitration proceedings are Shift Differential, Education Expense and Sickness and Accident Insurance, all of which were dropped by the Union during the proceedings. The present Life Insurance Plan as presented in City Exhibit #11 was accepted by the Union.

The City used as its comparables the cities which are found within Area II (Two) of the area designations of the Michigan Municipal League having a population of between 25,000 and 50,000. The City notes that this provides for a comparison of six (6) other cities to Burton, including Bay City, East Lansing, Holland, Midland, Partage and Port Huron.

At the hearing it was decided that the parties last best economic offers would be contained in the briefs of the respective parties. (T. 124).

The panel agreed that the contract will be retroactive from July 1, 1975, unless specifically noted otherwise in the award.

Testimony on behalf of the Union was presented by James Allen, Business Representative of Local 214. Merle W. Grover of Grover & Associates appeared on behalf of the City. Bradley C. Becker, Budget Analyst and Purchasing Agent and John L. Jones, Chief of Police, testified on behalf of the City. Full

opportunity for examination, cross-examination and re-direct examination was offered by both parties. Two days were spent in the course of the hearings. The Union submitted four (4) exhibits in a package form and the City submitted thirteen (13) exhibits. As indicated above the post hearing briefs were filed by both parties in which the last best economic offers were contained.

ISSUE NO. 1--AGENCY SHOP

The dispute over the Agency Shop provision is the middle two paragraphs which read as follows:

It is expressly understood that this Section will only apply to those employees who are paying dues or who are hired subsequent to the date this Agreement is signed by both parties.

Part-time officers shall not come under the provision if they are scheduled to work less than 1200 hours during the fiscal year.

It is the Employer's contention that the Agency Shop requirement should only apply to employees hired after the Agreement is consummated between the parties or those employees who are presently members of the Union, but employees not desiring to join the Union, or to pay the Agency Shop fees, should be "Grand-fathered" at the present time and should not be required to maintain their status under the Agency Shop provisions. It is further the Employer's position that part-time officers should not come under the provisions of the Agency Shop if they work less than 1200 hours during the fiscal year. The Employer notes that its Exhibit #2 shows that part-time officers work in many cases for the first six months of the year an amount from 33 hours up to 918 hours, and this provision would allow those officers working under 122 hours the right to refrain from paying dues, as it would be disproportionate to their earnings for the City.

The Union says that the issue is then the matter of part-time Officers paying dues after they work 1200 hours. The Union's position is that all employees receive the benefits of the Contract and all should pay dues.

#### AWARD--ISSUE NO. 1

The Agency shop in principle has been agreed to by the parties. All employees who receive benefits under the Contract should be included, therefore the Union's request that the part-time officers pay dues after they work 1200 hours is granted. Mr. Mendenall concurs, Ms. Blackhurst dissents.

#### ISSUE NO. 2--PROMOTIONAL PROCEDURE

It is the Employer's position that no award in this matter can be made by the arbitration panel as no evidence was submitted or proposal made by the Union in regard as to what it considered a proper promotional procedure.

The Union stated at the hearing that it would "like the contract to provide for a promotional system that would be fair and impartial for all employees. The procedure should include seniority and qualifications and provide for a system of written and oral testing."

It is the Employer's position that the above fails to meet the requirements of the statute and the panel must select one or the other, whichever in its opinion it considers the last best offer, and so, since the Employer contends that no offer was made by the Union in this matter that the panel has no alternative but to dismiss any consideration for promotional procedure. The Employer further points out that there is only one classification being considered at this proceeding and that is the classification of patrolman, which therefore would preclude any promotional possibilities within the bargaining unit.

## AWARD--ISSUE NO. 2

In a professional organization it is of course an objective to be attained for a promotional system which is fair and impartial to all employees. However, in the absence of evidence to the contrary the present policy shall be continued. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 3--MANAGEMENT RIGHTS

The parties have agreed to language which is as follows:

Subject to the provisions of this Agreement, the City of Burton on its own behalf and on the behalf of the electors of the district, reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibilities to control, supervise and manage the City of Burton.

All other rights of the City of Burton are also expressly reserved unless they are limited by the clear and explicit language of some other provision of this Agreement.

The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superceded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

The City wishes to add the following language:

To discontinue, temporarily or permanently, in all or part, conduct of its business and operations;  
To decide on the nature of materials, supplies, equipment, or machinery to be used, and the price to be paid;  
To select the working force in accordance with the requirements determined by management;  
To transfer, promote or demote employees;  
To lay-off, terminate, discharge, discipline, or otherwise relieve employees from duty for lack of work;

- To direct and control the work forces;
- To establish rules governing employment and working conditions;
- To determine the size of the work force, including the number of employees assigned to any particular operation;
- To establish the work pace and work performance levels;
- To establish, change, combine, or abolish job classifications and the job content of any classification;
- To determine the length of the work week and when or if over-time shall be worked, and to require reasonable over-time if needed.

The Employer points out that it submitted as evidence at the hearing Employer Exhibit #4, which it says is an exact copy of the present Management Rights Clause contained in the Teamsters Agreement with the City of Burton and the Department of Public Works. The Employer observes that this same Union has agreed to a Management Rights clause in one Contract with the City, but takes a position it is unwarranted in another Agreement with that same City.

The Employer argues that for the arbitration panel to agree to a modification at this time would subject the Employer to an argument in the future, that the City under the Police Department Agreement has less rights than it does under the DPW Agreement as the parties deliberately and with knowledge of the first Agreement consummated a second Agreement with less language contained in it guaranteeing the rights of the City.

The Union says that the City is attempting to implement a clause that would negate the entire Contract.

The Chairman notes that in fact the City had in fact reserved its rights under the agreed to language. Its addition is language detailing the rights which it possesses. However, the Chairman does not see this as negating the Contract as the Union has imposed limitations on the Employer in various sections of the Contract, which protect the rights of the employees.

## AWARD--ISSUE NO. 3

The language as requested by the City in the Management Rights clause is granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 4--HOSPITAL--MEDICAL INSURANCE

The Union's demand is for pre and post natal care to be added to the present Hospital--Medical Plan.

The Employer notes that the requirements of the statute state as follows: "At or before the conclusion of the hearing or pursuant to Section 423.326, the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to submit, within such time limit as the panel shall prescribe, to the arbitration panel and to each other its last offer of settlement on each economical issue.

It is the Employer's position that the Employer's proposal regarding life insurance and hospitalization is complete, while the Union has simply requested the panel to write a plan for it, which the panel deems fair. It is the Employer's position that this would exceed the authority of the arbitration panel, as the Act does not presuppose the panel should devise and implement a program on its own motion, but is required to pick the last best offer of the parties. It is the Employer's position that its offer is the only one acceptable under the terms of the statute and the panel should, therefore, select the Employer's proposal on life insurance and hospitalization. (Employer's Exhibit #11)

## AWARD--ISSUE NO. 4

On the basis of the presented evidence the Employer's position is granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.



## ISSUE NO. 5--CALL IN AND COURT TIME

The Union proposes a four (4) hour minimum call in at time and one-half (1-1/2) to compensate an Officer for being called in during his off duty time. The Union maintains that an Officer should have a normal life outside of the Department and if he is required to appear in Court or back on the job, he should be adequately compensated.

It is the City's position that the proper method of compensation for a patrolman in this situation is a continuation of the present policy. (T. 110). It points out that the present policy requires that officers who go to Court on city ordinances are paid at their straight time rate and officers who go to District Court on felony cases are on subpoena fee.

In light of the wage request granted to the Police Officers, the Chairman is not inclined to grant the four (4) hour minimum court appearance payment for this contract.

## AWARD--ISSUE NO. 5

The present policy in regard to call-in and court time shall be continued. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 6--WORKMEN'S COMPENSATION DIFFERENTIAL

It is the Union's position that an Officer injured in the line of duty should not be penalized for the results of doing his job. It maintains that he should receive 100% of his base pay just as though he was working. The Union observes that the nature of the job requires an Officer to subject himself to a certain

amount of risk and that he should not be subjected to further pressure by the knowledge that his family will not be provided their normal living due to his pension.

The City objects to this concept of payment and notes that it placed its position in the record at the hearing, (T. 112) that the City's position is one that strongly denies an obligation on the part of the City to pay this rate for employees injured at work. The City points out that the legislature has passed a Workmen's Compensation Statute which does require payment for work incurred injuries. The City says it concedes that police officers are subject to peculiar risks but that there are also peculiar risks to other occupations such as, foreman, bridge builders, steel erectors, among others.

#### AWARD--ISSUE NO. 6

For the present the Police Officer will receive the benefits as provided under the Workmen's Compensation Statute. Ms. Blackhurst concurs, Mr. Mendenall dissents.

#### ISSUE NO. 7--SUPPLEMENTAL PENSION

The Union says that the Teamster's 214 Supplemental Plan provides for additional Life Insurance and Pension Benefits to an employee. It notes that the amount of benefit depends on the employee's age and length of service. The Union requests that the Employer make a contribution of \$8.00 per week per employee.

The City notes that the Union made no proposal regarding when the benefits are to commence, or terminate or under what conditions they would be paid. Also it points out that the Union's request neither states the Company to which they would like this payment made, nor benefits to be received by the employee.

The City's proposal is to continue its present pension plan underwritten by the Manufacturer's Life Insurance Company and will continue the policy subject to the terms and conditions of the carrier.

The City further agreed in its proposal to continue its policy of contributing 5% of the employee's salary to match the 5% contributed by all employees qualified under the terms of the pension plan.

It is the City's position that the supplemental pension plan requested by the Union is lacking in its specific terms and therefore should be rejected by the panel in favor of the City's proposal to continue its present plan.

#### AWARD--ISSUE NO. 7

The present supplemental pension plan of contributions by the City and the employee shall be continued. Ms. Blackhurst concurs, Mr. Mendenall dissents.

#### ISSUE NO. 8--OPTICAL--DENTAL PLAN

The Union request is for Teamsters Optical and Dental Plan for \$3.00 per week per member. The Union states that details of this Plan or an equivalent can be made available to the City upon request. The Union states that the City refused to bargain on this issue as well as all the other economic issues, therefore the program could not be explained to them.

The City says it objects to the Union demand of the Optical-Dental Plan for the same reasons it noted in regard to the Supplemental Pension Plan. The City says that the Union has never presented specifics of this plan for the City's consideration, either during its initial demands or at any time subsequent to the arbitration proceeding.

It is the belief of the Chairman that perhaps in future negotiations a more specific plan may be determined.

AWARD--ISSUE NO. 8

The City's position on the Optical-Dental Plan is upheld. Ms. Blackhurst concurs, Mr. Mendenall dissents.

ISSUE NO. 9--LONGEVITY

The Union demand for longevity is stated as being based on the concept that employees with several years experience should be additionally compensated for good service to the City. It argues that since the Burton Police Department at present is composed of a very young group with the most senior full time member of the bargaining unit having an anniversary date of 1973, that it should be apparent that the opportunity for promotion in a small police department is limited, so a longevity payment program acts as an incentive for experienced officers to stay with the Department.

The Union demand is:

Three (3) years of continuous service -- 2% of base pay  
Five (5) years of continuous service -- 4% of base pay  
Ten (10) years of continuous service--6% of base pay

It is the City's position that this type of longevity increment would be simply an attempt to build a step schedule on the present contract salary rate for patrolmen. However, the City has proposed an alternate longevity payment plan, which would result in patrolmen receiving a 3% increase after six years of service and a 5% increase over the base rate after eleven years of service.

## AWARD--ISSUE NO. 9

The City's alternate longevity payment plan is granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 10--OFF-DUTY GUN ALLOWANCE

The City does not provide for an off duty gun allowance. The Union submits that the officers are "presumed to be on duty twenty-four (24) hours a day and allowed, by State Law, to carry an off duty gun."

The Union points out that an off-duty officer who observes an assault or other major violation of the law is obligated to take the appropriate action so, therefore, he should have an off duty gun and should be compensated for carrying it.

The Union demand: \$365.00 per year.

The City notes that at the hearing the Union made no specific proposal as to the amount of such an allowance. It further points out that the City does not require its patrolmen to carry guns off-duty as some municipalities and therefore there is no legitimate basis to request or pay such a demand.

## AWARD--ISSUE NO. 10

Unlike many municipalities, Police Officers in the City of Burton are not required to carry a gun off-duty, so the Union request for a gun allowance is not granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 11--HOLIDAY PAY

The employees presently receive eight (8) days off to compensate for holidays. These days are given to each employee whether they work the holiday or not.

The Union position is for a premium for employees who spend the holiday from their families. The Union requests ten (10) paid holidays at double time plus base for all hours worked. An additional day off for officers who work on a "pass" day.

The City refers to its Exhibit #12 where it proposes to increase the present eight (8) days to ten (10) days and compensate patrolmen in accordance with the City's proposal as opposed to the Union's request.

## AWARD--ISSUE NO. 11

The City's proposal to increase the present eight (8) days to ten (10) days and compensate the officers in accordance with the City proposal is granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 12--VACATIONS

Employees now receive ten (10) days vacation regardless of length of service. The Union proposal would provide for additional vacation after additional years of service.

## Original Union Proposal:

1 year-----	10 days
2 years-----	20 days
5 years-----	30 days
10 years-----	40 days

## Revised Proposal:

1 year-----	10 days
2 years-----	15 days
5 years-----	20 days
10 years-----	30 days

The Union notes that the highest seniority officers have three years service. The Union says it is asking for an additional five (5) days vacation for two (2) employees.

In City Exhibit #13 the Employer set forth the present City policy on the City's vacation pay. The Employer says that to grant the employees' request would provide 20 days after 5 years, 30 days after 10 years, which would be significantly in excess of any known settlement concerning vacation for patrolmen in the State of Michigan.

## AWARD--ISSUE NO. 12

Noting the lack of comparables to substantiate its request the City's proposal to continue the present vacation plan is granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 13--COLLEGE BENEFITS

The Union submits that in an effort to upgrade law enforcement and professionalize the Burton Police Department, the Union requests an annual payment of \$300.00 to each officer that receives an Associate Degree in a law enforcement related area. The Union requests \$600.00 per year payment for a law enforcement related Bachelor's Degree.

The City responds that in regard to payment for college benefits, it is an additional cost request demanded by the Union and the City's position taken at the

hearing is one that does not require officers to attend college and the City says if it feels it would be beneficial to require such attendance, either for credit or for additional help to the patrolmen, the City would pay for such attendance.

The City has indicated that if it feels it beneficial to send its officers to college or other training activities it will pay for such attendance.

However, at this time the outright sum of \$600 as requested by the Union will not be granted.

#### AWARD--ISSUE NO. 13

The Union College Benefit request is not granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

#### ISSUE NO. 14--FUNERAL LEAVE

The Union proposal is for five (5) days funeral leave for the immediate family. By immediate family it means, Mother, Father, Sister, Brother, Child, Wife/Husband, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandparents, Grandparents-in-law.

At present the members of the Burton Police Department are not allowed Funeral Leave.

The Employer points out that at the hearing no attempt was made at that time to identify who the immediate family was. The Employer stated during the hearing that it was their intention to continue the present practice of allowing the employees to use sick leave for this purpose.



## AWARD--ISSUE NO. 14

The practice of allowing employees to use sick leave for the purpose of attending funerals shall be continued. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 15--PERSONAL LEAVE

The Police Officers are not allowed personal leave days at this time. The request of the Union is that they should receive three (3) days for personal leave if they need it to attend to personal matters.

## AWARD--ISSUE NO. 15

The City shall continue the present practice of allowing the employees to use sick leave for personal matters. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 16--CLEANING ALLOWANCE

The employees are not provided cleaning allowance at this time. The Union demand is for \$250.00 per year. Based on cleaning three (3) uniforms per week, \$250.00 is the amount requested.

It is the City's position in regard to a cleaning allowance for the patrolmen of the City of Burton are the same as most other occupations and should be required to take care of their own cleaning bills for their working conditions.

## AWARD--ISSUE NO. 16

The Union's request for a cleaning allowance is not granted for this contract. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 17--CLOTHING ALLOWANCE

The request of the Union is that all necessary equipment and uniforms to be furnished by the City. The City says its present practice is to issue two (2) sets of uniforms and whenever the Chief of Police feels, in his opinion, that these uniforms are not meeting an acceptable standard for presentation within the community, he has them replaced immediately.

## AWARD--ISSUE NO. 17

Presently the City issues two (2) sets of uniforms and whenever the uniforms are not meeting an acceptable standard for presentation within the community the Chief of Police shall have them replaced immediately. Ms. Blackhurst concurs, Mr. Mendenall dissents.

## ISSUE NO. 18--SALARY

The Employer invites the panel's attention to the Public Act 312, which governs the Police and Firemen's Arbitration Panel which says in part:

A majority decision of the arbitration panel, if supported by competent, material and substantial evidence on the whole record, shall be final and binding upon the parties, and may be enforced, at the instance of either party or the arbitration panel in the Circuit Court for the County in which the dispute arose or in which a majority of the affected employees reside.

The Chairman notes that there was a transcript of the proceedings, and that exhibits were introduced at the time of the hearing. At the hearing, at the suggestion of the Chairman, upon knowledge that both parties would receive a copy of transcripts it was agreed that the last best offers would be contained in those briefs. (Tr. 124).

It is the position of the City that the salary figures submitted by the Union for patrolmen in Area 2 of the Michigan Municipal League was \$13,969, were in fact computed by taking all of the Cities in Areas 1, 2, & 3, which included the Detroit Metropolitan Area. The Employer argues that the patrolman's average salary as reflected in the Michigan Municipal League 1975 salaries would be reduced to a figure of \$12,438 by removing the Detroit Metropolitan Area from the computations and the comparisons.

The City states that its Exhibit #8 is based on a comparison of the Area 2 population and actual cities between 25,000 and 50,000 which it says are comparable to the City of Burton. The Employer points out that the City's offer of \$11,613 is \$825 below the average. It notes that by the same token the Union's demand of \$13,372 is \$834 over the average patrolman's wages in comparison.

The City notes that the City has offered a 5% increase to its patrolmen, which it says is identical to the wage increases paid other employees for the 1975-76 year. It says further that in the preceding year the City had made a minor adjustment in the patrolmen's salaries by granting the patrolmen at the City of Burton a 13.9% increase, while other City employees received only a 5% increase.

The City says there is no evidence to show that any monies in excess of the \$16,000 was readily available to provide salary increases for the patrolmen. The City argues that in order for the panel to make a decision based upon competent material and substantial evidence on the whole record, it would be necessary for the Union to establish that some reasonable alternative or additional funds could be taken from other parts of the budget to fund the requested raises demanded by the Union.

The City argues that the panel is required by Section 423.239 of Public Acts 312 to consider the "interest and welfare of the public and financial ability

of the unit of government to meet those costs." It says this charge is such that the arbitration panel must consider the financial ability to meet the costs, and for this reason the panel should select the offer made by the City as opposed to the demand requested by the Union which, in effect, exceeds the present rate by twenty percent.

It is the position of the Union that the nine Burton Police Officers cover 23 square miles in the second largest City in Genesee County. It notes that the other principal law enforcement agencies in Genesee County make an average of \$3,825.00 per year more than Burton. (Union Composit #1). The Union points out that the population of Burton is approximately 32,000, and other cities of comparable size have an average of sixty-six (66) Police Officers and make an average of \$3,355.00 more than Burton Officers. (Union Composite #2).

The Union submits that the crime statistics, mileage patrolled, arrests and complaints indicate that the Burton Officers deserve the salary requested by the Union, which is \$13,272.00.

It further requests that Officers should receive time and one-half (1 1/2) for all hours worked over eight (8) hours a day and forty (40) hours per week. Further the Union submits that part-time Officers should receive the same percentage increase to make their wage \$5.03.

#### AWARD

From the statistics, and the comparables introduced at the hearing by both the Employer and the Union, all of which were marked as exhibits and entered into evidence at the hearing with final statements on demands and offers in post hearing briefs, it appears to the Chairman that the Union's last offer of settlement on

wages will serve only to raise the wage level of the Burton Police Officer to an average wage level in the comparable cities, and with runaway inflation plaguing this nation's economy, it makes it compelling that a fair and equitable wage proposal be adopted as asked by the Union. The comparables brought out at the hearing and in the briefs as to the standing of Burton Police Officers on economic matters will only raise the wage of the Burton Police Officers approaching that but in fact not over that in cities as set forth in Union Composite #2 and Union Composite #1

#### AWARD--ISSUE NO. 18

The Chairman proposes that the Union's last offer of settlement on the economic issue of wages as contained in its last best offer must be awarded in order that the wage level of the Burton Police Officers will not remain behind the average wage level afforded Police Officers in the comparison cities. This is retroactive back to July 1, 1975. Mr. Mendenall concurs, Ms. Blackhurst dissents.

#### SUMMARY OF AWARD

Issue No. 1--The Agency Shop in principle has been agreed to by the parties. All employees who receive benefits under the Contract should be included, therefore the Union's request that the part-time officers pay dues after they work 1200 hours is granted. Mr. Mendenall concurs, Ms. Blackhurst dissents.

Issue No. 2--In a professional organization it is of course an objective to be attained for a promotional system which is fair and impartial to all employees. However, in the absence of evidence to the contrary the present policy shall be continued. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 3--The language as requested by the City in the Management Rights clause is granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 4--On the basis of the presented evidence the Employer's position is granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 5--The present policy in regard to call-in and court time shall be continued. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 6--For the present the Police Officer will receive the benefits as provided under the Workmen's Compensation Statute. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 7--The present supplemental pension plan of contributions by the City and the employee shall be continued. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 8--The City's position on the Optical-Dental Plan is upheld. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 9--The City's alternate longevity payment plan is granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 10--Unlike many municipalities, Police Officers in the City of Burton are not required to carry a gun off-duty, so the Union request for a gun allowance is not granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 11--The City's proposal to increase the present eight (8) days to ten (10) days and compensate the officers in accordance with the City proposal is granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 12--Noting the lack of comparables to substantiate its request the City's proposal to continue the present vacation plan is granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 13--The Union College Benefit request is not granted. Ms. Blackhurst concurs, Mr. Mendenall dissents.

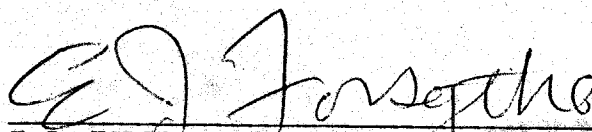
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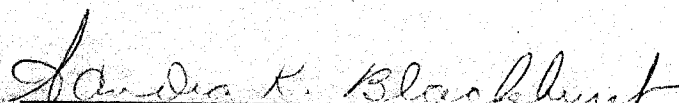
Issue No. 15--The City shall continue the present practice of allowing the employees to use sick leave for personal matters. Ms. Blackhurst concurs, Mr. Mendenall dissents.


Issue No. 16--The Union's request for a cleaning allowance is not granted for this contract. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 17--Presently the City issues two (2) sets of uniforms and whenever the uniforms are not meeting an acceptable standard for presentation within the community the Chief of Police shall have them replaced immediately. Ms. Blackhurst concurs, Mr. Mendenall dissents.

Issue No. 18--The Chairman proposes that the Union's last offer of settlement on the economic issue of wages as contained in its last best offer must be awarded in order that the wage level of the Burton Police Officers will not remain behind the average wage level afforded Police Officers in the comparison cities. This is retroactive back to July 1, 1975. Mr. Mendenall concurs, Ms. Blackhurst dissents.

  
E.J. FORSYTHE, IMPARTIAL CHAIRMAN

  
SANDRA K. BLACKHURST, City Member,  
Concurs as Indicated in the Opinion

  
BILLY D. MENDENALL, Union Member,  
Concurs as Indicated in the Opinion

DATED: SAN 20, 1976