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STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

CITY OF ROYAL OAK

-and-

MERC ACT 312 CASE NO. D00 B-3008

ROYAL OAK POLICE OFFICERS
ASSOCIATION

ACT 312 OPINION AND AWARD

APPEARANCES:

UNION: L. RODGER WEBB, ATTORNEY, PANELIST/ADVOCATE

EMPLOYER: DENNIS B. DuBAY, ATTORNEY, PANELIST/ADVOCATE

PETITION
DATA:

PETITION FILED: SEPTEMBER 18, 2000
CASE HEARD: MAY 9, 10, 11, JUNE 19, 21, 22, JULY 25, AUGUST 13,
14, SEPTEMBER 17, 18, 24, 2001; JANUARY 15, 22, 28
AND FEBRUARY 4, 2002

AWARD DATE: SEPTEMBER 16, 2002

Royal Oak City

ALL INFORMATION CONTAINED
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DATE 11/17/01 BY 1045

Joseph P. Gusmano

STATE OF MICHIGAN

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**ROYAL OAK POLICE OFFICERS
ASSOCIATION**

Introduction

This is the first time the Parties herein have resorted to Act 312. The last Collective Bargaining Agreement was in effect from July 1, 1996 to June 30, 1999. The City submitted a Petition For Act 312 Arbitration on September 18, 2000.

The Parties stipulated that all time lines provided for in Act 312 have been met in that the Parties have extended the applicable time lines.

Applicable Standard For Decision

Section 9 of Act 312 states:

"[T]he arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- (d) Comparison of the wages, hours and conditions of employment of the 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.
- (ii) In private employment in comparable communities.
- (e) The average consumer prices 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 during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public or in private employment."

By way of background, the City notes its "total per capita taxable value ranked 4th amongst the comparables." It is also pointed out that "The City's current millage rate (12.7639) is the charter maximum." The City asserts that "The Panel must place heavy weight on the settlement with the City's other bargaining units ('internal comparables')." Another item raised by the City is as follows:

"...from the date the new contract was to commence (July 1, 1999) and during the period the parties were in negotiations and mediation (the Petition for Arbitration was filed by the City on September 18, 2000 (C. Ex. 2)) the number of tickets written each month fell by 36.1% (11,404 vs. 17,848) compared to all three years of the prior contract and by 41.96% (11,404 vs. 19,650) compared to the first two years of the prior contract."

In regard to the statutory criteria, the City notes:

Stipulations – “the contract would be for a period of three years. July 1, 1999 - June 30, 2002.”

Financial Ability – “...the City is not the wealthiest of communities and must carefully allocate its resources.”

It is stressed:

“The City’s bond advisors have advised the City to maintain a fund balance of 25% of the total general fund budget. (II:110-111). The City, however, had a 1999/2000 total undesignated fund balance of 20.05%. (U. Ex. 249, pp. 4-5). This is 4.95% below the recommended balance. This is also a decrease from the 1998/1999 fiscal year where the fund balance was 22.44%.

...the expenditures for public safety were the largest single general fund expenditure for the last several years. (C. Exs. 88-90). Indeed, the public safety expenditure exceeded the amount of revenue the City collected from property tax in each of the last three years.

The Police Department’s actual expenditures in 1998/99 were \$8,090,562, which accounted for 33.02% of the General Fund. (C. Ex. 92). In fiscal year 1999/00, the Police Department’s expenditures increased to \$8,860,237, or 32.29% of the General Fund. (C. Ex. 93). Of course, the costs of this Award must also be considered during the contact term (July 1, 1999 - June 20, 2002). Further, the City’s adopted budget for fiscal year 2000/01 included \$9,445,983 for the Police Department, which accounted for 34.06% of the City’s General Fund. (C. Ex. 94). In each year, the Police Department was, by far, the largest expenditure from the City’s General Fund. (C. Exs. 92-94). Further, during this three year period, police expenditures grew 16.75%. (C. Ex. 95). This outpaced the total General Fund expenditures which grew by 13.20%. (C. Ex. 95). As such, the City is already devoting an ever increasing amount of resources to the Police Department at the expense of other City services and departments.”

Other Employees In Royal Oak

The City asserts:

“...the Panel must place great weight on the settlements with the City’s other bargaining units...”

Consumer Prices:

The City emphasizes that it “has borne the full cost of health insurance” so “the appropriate index for utilization here is the index ‘less medical care’.”

Overall Compensation:

The following is noted:

“The City prepared a comprehensive overall compensation analysis for Police Officers and Dispatchers as of July 1, 1998. (C.Exs. 151-175). The overall compensation analysis includes an annualized salary for each community for the relevant year. (C.Exs. 151, 164). The various benefits payable to a Police Officer with eight years of seniority and a Dispatcher with seven years of seniority were then computed for: Holiday pay (C.Exs. 152, 165), longevity (C.Exs. 153, 154, 156), cleaning allowances (C.Exs. 155, 167), shift premiums (C.Exs. 156, 168), and miscellaneous allowances (C.Exs. 157, 169). This provided a total cash compensation in which the City’s Police Officers ranked third among the comparables and the Dispatchers ranked second (C.Exs. 158, 170). The City then calculated the value of the non-cash components of compensation for: personal business days (C.Exs. 159, 171), sick days (C.Exs. 160, 172) and vacation days (C.Exs. 161, 173). The total value of cash and non-cash compensation was then combined to form a complete overall compensation of \$59,472 for a Police Officer and \$41,084 for a Dispatcher. (C.Exs. 162, 174).

The total overall compensation for Police Officers ranks first among the comparables, while the PSA’s rank second. (C.Exs. 162 and 174).”

The Union view on the Act 312 factors is as follows:

Ability To Pay:

"A fair review of the City's proofs on the ability to pay issue compels the conclusions that (i) the City is in great financial shape, and that condition is highly likely to persist into the foreseeable future, and (ii) it made no case whatever in the instant record that it is constrained by its financial circumstances from, for example, affording ROPOA unit members wage increases that are consistent with those it negotiated with its other 312-eligible units.

* * *

The shape the City is in is exemplified by its general fund balance, its allocation of significant funds to a capital improvement plan, its rising SEV, with increased revenues while lowering millage rates, its improved bond ratings (two in one year), its passage of the two multi-million dollar millages described herein, its myriad of improvement projects, including the ice arena, the golf courses, the new city-wide computer system, the new playgrounds for ten city parks, the new tennis courts at Red Run, and its major property developments, including the new 44th District Court, the refurbished Farmer's Market, and the new parking deck at Fifth and Lafayette, to say nothing of the Royal Grand Hotel to be built at Woodward and I-696, the new \$4.3 million Southend Recreation Center, the relocation of Erb Lumber on Main Street to make way for shops and condominiums, and the new Barnes & Noble complex at Fifth and Main."

Cost of Living

The Union finds fault with the City's use of June 1990 through June 1999 CPI-W data:

"The City's evidence leaves out the CPI-W figures for the first two years of the contract subject to this arbitration, which were available at the time of the hearing. The CPI-W rose from 158.3 (June 1999, the last date considered by the City) to 170.4 as of June 2001, or an average of 3.66% over those two years. Exh 274 (The CPI for All Urban Consumers (CPI-U) also rose 3.66%/year over the same period. Exh 275) Those figures would be marginally reduced (in the order of the .12%/year associated with Exh 182) less medical, to about 3.54%/year."

Overall Compensation:

The Union is critical of the City's use only of an eight year Officer:

"The City considers only the situation of an 8-year officer, in respect of the City-calculated average seniority of Royal Oak police officers. II 211. That approach, however, needlessly telescopes the record. As any numbers person recognizes, a single statistical reduction necessarily affords an incomplete picture (which is why several are used on a standard basis). The Union's approach is to consider two snapshots, one at 5 years, the other at 15, to afford a broader relief. The reality, which is true at-large, not just in Royal Oak, is that police officers' wages and benefits increase with their longevity in a department."

The Union points to "defects" relative to the City's calculation of overall compensation:

"As to longevity, the City assigns amounts that are skewed by its sole reference to an eight-year officer, irrespective of the fact that other police officers would actually receive more or less in longevity payments. See, for example, Waterford Township, where the city assigns a zero value for longevity; in fact, a 15-year police officer employed there receives 2639/year in longevity pay. Virtually every other entry has the same problem. II 218-221; cf. Exhs 153, 154, 162, 265, 266. Dearborn Heights, as a further instance, is assigned a longevity value of 500. In fact, a 15-year police officer in that department gets 2770 in longevity pay. Similar examples appear up and down the cited exhibits. (The City's use of zero as regards St. Clair Shores, directly and for average purposes, creates a distinct misimpression: longevity was folded in to base wages in St. Clair Shores, VIII, 75-76, 88-89.) Thus the City's assigned longevity values, and the purported averages it derives therefrom, are significantly compromised.

As to 'reimbursement allowances,' the City credited cleaning allowance, but did not credit uniform allowance, which, again, significantly compromises its numbers, both directly and for average purposes. See as examples Dearborn Heights, assigned a zero value, whereas police officers there actually receive 550; Roseville, assigned 350, which should be 850; and St. Chair Shores, assigned 500, which should be 1000. There are other instances like these. II 222-229, VIII 76.

As to miscellaneous allowances, the City cast out all those allowances that were not received by the majority of the officers; at the hearing it did not produce what the actual breakout was (e.g., whether 40% received a certain allowance). If a majority did not receive an allowance, it was disregarded entirely. II 235-240; VIII 77-80.

As to holidays, the City left out the premium pay officers in other jurisdictions get for working holidays. Madison Heights, Roseville, St. Clair Shores, Warren, Sterling Heights, Farmington Hills were all discounted on that basis. Cf. VIII 80-83, 89-90, Exhs 162, 265, 266.

As to sick leave, the City assigned zero value to Roseville and Waterford Township, notwithstanding that its witness acknowledged at the hearing that the indefinite leave disability provided by those entities was or could be better than a set number of days/year, and had significant economic value. II 243-252. These political subdivisions must be accorded at least an equivalent value to Royal Oak's. VIII 84-86, 90-91."

With specific reference to Police Service Aides (PSAs), the Union asserts:

"As regards the overall compensation of comparables for Royal Oak Police Service Aides, the City's evidence rested upon the fundamental assumption that the 'dispatcher' classification in other political subdivisions is analogous to the PSA classification in Royal Oak. The City did not compare the job descriptions of any of the described 'dispatch' personnel with that of PSAs, hence the record is devoid of evidence concerning whether any of the other political subdivisions (and if so which) assign their nominal 'dispatch' personnel to the non-dispatch police function duties that Royal Oak does. Similarly, the City did not seek to identify which of the normal 'dispatch' personnel are included in a 312-eligible unit, as opposed to a general clerical unit. Moreover, the City's evidence is restricted to six year personnel, which, as noted, necessarily provides a limited picture, and is subject to the same inclusions, exclusions and discounts as the City applied to its police officer evidence referenced above. II 258-261. As such, its comparability evidence concerning Royal Oak PSAs is inherently unreliable."

COMPARABLES

The Parties have a disagreement relative to the matter of comparable communities.

The City proposes the following:

- (a) Canton Township
- (b) Dearborn Heights
- (c) Madison Heights
- (d) Novi
- (e) Pontiac
- (f) Redford Township
- (g) Roseville
- (h) St. Clair Shores
- (i) Taylor
- (j) Waterford Township

The methodology used is explained as follows:

“The City submitted as comparables all communities in Oakland County with a full-time police department and a 2000 population within fifty (50%) percent (30,031 - 90,093) of the City's and a 2000 Taxable Value within fifty (50%) percent of the City's (\$825,888,431 to \$2,477,665,293). (C.Ex. 35). The City also submitted communities in Macomb and Wayne Counties with a full-time police department and a 2000 population within twenty-five (25%) percent (45,047 - 75,078) for the City of Royal Oak and a 2000 Taxable Value within fifty (50%) percent (\$825,888,431 - \$2,477,665,293) of the City of Royal Oak.”

The Union contends that pursuant to the City formulation, Canton Township should be excluded and Shelby Township should be included. The Union has proposed the following comparables:

“They are Dearborn Heights, Farmington Hills, Madison Heights, Southfield, St. Clair Shores, Sterling Heights, Redford Township, Roseville, Warren, and Waterford Township.”

The Union used the following relative to its selection:

“The ROPOA, on the other hand, considered a number of elements in identifying its proposed comparables, including

residents per officer, population, density (population/area), State Equalized Value (SEV)/capita, SEV/area, SEV/officer and proximity. The Union utilized SEV rather than taxable value, upon consultation with Ron Tank, its consultant for the purpose, on grounds SEV affords a more accurate picture of a city's circumstances, including its prospects (hence its actual circumstances, including ability to pay) than present taxable value."

The Parties agree on the following as comparable:

Dearborn Heights
Madison Heights
St. Clair Shores
Roseville
Waterford Township

As to the remaining suggested comparables, the Undersigned would also give attention to Southfield – based on its proximity, Redford Township and Taylor. The others are deemed to have lesser comparability.

A. CITY ISSUES

1. Longevity Pay for New Hires - Section 38.0 - Longevity Pay, Subsection 38.1 - Economic

City Final Offer of Settlement

Revise Section 38.0 – Longevity Pay, Subsection 38.1 to provide as follows:

38.1(a) – For employees hired before June 30, 2002, longevity pay increments shall be awarded as per the following schedule:

Two (2%) percent of base pay after the completion of five (5) years of service;

Four (4%) percent of base pay after the completion of ten (10) years of service;

Six (6%) percent of base pay after the completion of fifteen (15)

years of service;

Eight (8%) percent of base pay after the completion of twenty (20) years of service:

Ten (10%) percent of base pay after the completion of twenty-five (25) years or more of service.

38.1(b) – For employees hired after June 30, 2002, longevity pay increments shall be awarded as per the following schedule:

\$250 after completion of five (5) years of service
\$500 after completion of ten (10) years of service
\$750 after completion of fifteen (15) years of service
\$1,000 after completion of twenty (20) years of service
\$1,250 after completion of twenty-five (25) years of service

Effective Date: June 30, 2002

Union: As is – Economic

Current Language:

Section 38.0 – LONGEVITY PAY

38.1 – Longevity pay increments shall be awarded as per the following schedule:

Two (2%) percent of base pay after the completion of five (5) years of service;

Four (4%) percent of base pay after the completion of ten (10) years of service;

Six (6%) percent of base pay after the completion of fifteen (15) year of service;

Eight (8%) percent of base pay after the completion of twenty (20) years of service;

Ten (10%) percent of base pay after the completion of twenty-five (25) years or more of service.

The City justifies its offer:

“...it is part of the City’s effort to bring its expenditures under control.”

It is stressed that the change applies only to those hired after the effective date of the contract. It is acknowledged that this would result in a “two tier” system – % vs. flat rate – however, it is noted other Act 312 Panels have granted two-tiered systems.

The Union strongly objects to a “two tier” system. The Union also notes the proposal has no immediate impact on City finances. The present Longevity formula has been in effect since 1971. It is also noted that Longevity is an item included in Final Average Compensation for Retirement purposes. Two former Union Presidents stated that this Unit has resisted any movement toward a two-tier system. In contrast, the Firefighters did agree to a two-tier system in their 1989-92 contract. Here, it is argued:

“...it is recognized in Act 312 proceedings that if a party seeks to change established, especially long-established, contractual provisions, it bears the burden to set forth substantial, persuasive reasons why a change should be made. That burden is significantly greater respecting provisions which have been raised and subjected to meaningful prior negotiation. As regards the longevity provision in the CRO/ROPOA CBA, the threshold for any proposed change, let alone the grand change proposed herein by the CRO, must be set very high on both counts: (i) the 2 4 6 8 10 percentage-of-base-rate-wage annual payment has been in the parties’ collective bargaining agreement, unchanged, for over 30 years (and, significantly, since they go hand-in-hand, has been part of the final average compensation (FAC) used for pension purposes over the same period), and (ii) longevity has been raised repeatedly in negotiations by the CRO since the 1980’s proposing to make similar changes to those it proposes herein. Each time, the parties, encompassing several City and Union administrations, negotiated an agreement that maintained longevity in the identical form. III 82-83, 139-146, 148-151, 213-215. The CRO cannot and has not made the compelling case requisite to overcome this bargaining history.”

The evidence shows that one-half of the comparables have a two-tier longevity program for police officers. For Dispatchers, two have no longevity and three have a two-tier plan. The only internal comparable that does not have a two-tier longevity plan is the Detective Association and the City is in negotiations with that Unit. The above evidence does not reveal whether the two-tier plans were negotiated or the result of an Act 312 Award. Insofar as the firefighters are concerned, it is noted that they agreed to a two-tier plan in 1989-92. This Unit has never agreed to a two-tier plan and here it continues that it is not interested in a two-tier plan.

The City has referenced the Award by Arbitrator Roumell regarding the Firefighter Unit. It is appropriate to note that Award also involved a major change – the Arbitrator characterized it as “the year of ALS”. This Panel has not introduced any new or substantive change as above.

The City proposal is a concession and it is not shown that it is necessary.

The Panel rejects the City proposal.

2. Shift Premium – Section 46.0 – Shift Premium, Subsection 46.1 – Economic

City Final Offer of Settlement

Revise Section 46.0 – Shift Premium, Subsection 46.1 to provide as follows:

46.1 Sworn officers working during the afternoon and/or midnight shift shall be paid shift premium at the following rates:

- (a) Premium pay of seventy-eight (\$0.78) cents per hour for working during the afternoon shift.
- (b) Premium pay of one dollar (\$1.00) per hour for working during the midnight shift.

Effective Date: June 30, 2002

Union: As is – Economic

Current Language:

Section 46.0 – SHIFT PREMIUM

46.1 – Sworn officers working during the afternoon and/or midnight shift shall be paid shift premium at the following rates:

- (a) Premium pay of three and one-half (3.5%) percent of base pay per hour for working during the afternoon shift.
- (b) Premium pay of four and one-half (4.5%) percent of base pay per hour for working during the midnight shift.

The City proposal is to change the Shift Premium from a percentage to a flat rate. In support of its proposal, the City says its proposal results in the same amount of shift differential as currently received under the percentage formula.

The Union says it is a concession proposal and not warranted.

The external comparables tend to favor the City proposal. Importantly, it is noted that the Command Unit has the same formula as the Police Officers. The Union points out that shift premiums – percentage – were first negotiated in the 1980-83 Agreement in conjunction with permanent shift assignments.

Here, it cannot be ignored that the Shift Premium was instituted in 1980 and it has always

been paid on a percentage basis. Moreover, the Command Unit has retained the same provision as now exists here.

Based on the above, the Panel concludes the evidence fails to demonstrate that the City proposal is warranted.

The Panel rejects the City proposal.

3. Medical Insurance – New Hires – Section 36.0 – Insurance, Subsection 36.2

City Final Offer of Settlement

Revise Section 36.0 – Insurance, Subsection 36.2 – Medical Insurance to provide as follows:

36.2 Medical Insurance

- (a) **Health Care Options:** All employees may choose from the following health care insurance plans with premiums fully paid by the City: Health Alliance Plan HMO (Version 3L) with \$10 office co-pays, \$5 drug rider and vision coverage; Blue Care Network HMO with no office co-pays, \$5 drug rider and vision rider; and M-Care POS Plan (Version P 01611-0000) with \$10 office co-pays, \$5 drug rider when utilizing option one. These health care options shall continue into retirement.
- (b) Employees hired prior to June 30, 2002 shall also have the option of selection Blue Cross/Blue Shield (or similar insurance thereto which may be secured at the option of the City, provided that the benefits are at least identical to the benefits described herein), with the Blue Preferred Plan (PPO Option); MVF-1; Master Medical Option I; \$5.00 PDR with Generic Drugs and Rx Pharmacy; Optical Coverage and ML, FAE-RC, VST, MMC-POV and Organ Transplant riders for each employee, spouse and eligible dependents. This option shall be available during the first open enrollment period after completion of two years of service.
- (c) The Preferred Provider Organization (PPO option), the BC/BS Blue Preferred Plan, is agreed to with contingency language based on the Blue Preferred Plan program continuing with no more than a ten (10) percent reduction in the listing of participating physicians - otherwise, the Police Officers have the option to return to the traditional coverage, i.e., standard BC/BS hospital and surgical coverage with Predetermination and Mandatory Second Opinion.
- (d) The City and the subscriber will each be responsible for fifty (50%) percent of the premium for optional Family Continuation Coverage.
- (e) **Duplicate Health Care Benefits:** The City shall pay the employee thirty (30%) percent of the scheduled premium annually (up to a maximum of \$2,400.00 annually to select the benefits under a spouse's health care plan. For employees eligible for Blue Cross, this shall be computed as thirty (30%) percent of the scheduled Blue Cross/Blue Shield premium. For other employees, this shall be computed as thirty (30%) percent of the average scheduled premium for the HMO/POS alternatives. Employees

opting out of Blue Cross will be able to purchase separately the following Blue Cross/Blue Shield rider currently available to all employees: master medical, prescription and optical. The employee will be responsible to pay the entire cost of the riders as determined by the provider. Further, in the event the employee's spouse's coverage is terminated for any reason, the City will pay the COBRA payments or be responsible for contract benefits for the employee, spouse and eligible dependents until coverage can be obtained under the City-sponsored health care program. To the extent possible, employees shall provide advance notice to the City of the spouse's termination of coverage.

Union: **36.2** As is – Economic

Current Language:

Section 36.0 – Insurance

* * *

36.2 – Medical Insurance

- (a) Effective at ratification, the City shall provide and pay the full premium for Blue Cross/Blue Shield, (or similar insurance thereto which may be secured at the option of the City provided that the benefits are at least identical to the benefits described herein), with the Blue Preferred Plan (PPO Option); MVF 1; Master Medical Option I; \$5.00 PDR with Generic Drugs and Rx Pharmacy; Optical Coverage; and ML, FAE-RC and VST riders for employees, spouse and eligible dependents. Additionally, said coverage shall also include the MMC-POV rider and Organ Transplant Coverage.
- (b) The Preferred Provider Organization (PPO option), the BC/BS Blue Preferred Plan, is agreed to with contingency language based on the Blue Preferred Plan program continuing with no more than a 10 percent reduction in the listing of participating physicians – otherwise, the police officers have the option to return to the traditional coverage; i.e., standard BC/BS hospital and surgical coverage with Predetermination and Mandatory Second Opinion.
- (c) The City and the subscriber will each be responsible for fifty (50%) percent of the premium for optional Family Continuation Coverage.
- (d) Duplicate Health Care Benefits: The City shall pay the employee thirty

(30%) percent of the scheduled premium annually (up to a maximum of \$2,400.00 annually) to select the benefits under a spouse's health care plan. For employees eligible for Blue Cross, this shall be computed as 30% of the scheduled Blue Cross/Blue Shield premium. For other employees, this shall be computed as 30% of the average scheduled premium for the four HMO/POS alternatives. Employees opting out of Blue Cross will be able to purchase separately the following Blue Cross/Blue Shield riders currently available to all employees: master medical, prescription, and optical. The employee will be responsible to pay the entire cost of the riders as determined by the provider. Further, in the event the employee's spouse's coverage is terminated for any reason, the City will pay the COBRA payments or be responsible for contract benefits for the employee, spouse and eligible dependents until coverage can be obtained under the City-sponsored health care program. To the extent possible, employees shall provide advance notice to the City of the spouse's termination of coverage.

- (e) Effective at ratification, the City shall provide and pay the full premium for Health Alliance Plan HMO, SelectCare HMO (Beaumont Hospital), Blue Care Network HMO, or M-Care POS for any employee who chooses such plan in lieu of Blue Cross/Blue Shield. In addition, each year the City will provide an opportunity for employees to choose an alternative health care program.
- (f) Employees hired after the execution of this contract, for the first two years of their employment only, shall not be provided the coverages contained in Section 36.2(a). They shall have the option of any of the four healthcare plans described in Section 36.2(e). At the first annual open enrollment after completion of two years of service, these employees may opt for the coverage contained in Section 36.2(a).

This proposal would remove the option for a Unit Employee to choose Blue Cross/Blue Shield after two years. Again, the Union strongly opposes a "two-tier" plan. In regard to external comparables, the Union points out:

"...five have the same coverage (Farmington Hills, St. Clair Shores, Roseville (IV 54-55), Sterling Heights and Waterford Township), three have superior (meaning more expensive premiums) coverage (Southfield and Warren, both of whom have BC/BS traditional, and Redford Township, which has BC/BS traditional with \$2/week family, or 104/year, and \$1/week single, or 52/year, co-pays) and two are substantially similar (Madison Heights, which has Community Blue or Blue Care Network, with BC/BS traditional

available if the employee pays the difference in premiums, and Dearborn Heights, which has the same options as Madison Heights, or HAP, with a 1% premium co-pay). Exh 201. Of these, none has a 2-tier system that differentiates insurance coverage for new hires. Royal Oak, in fact, is the only political subdivision that requires new hires to remain under a given (HMO) plan for any period of time before being able to enroll in BC/BS PPO. IV 57-61, 65, 117, Exh 201.

The Union also notes:

“With regard to ‘other City units,’ the key point is that the only other Act 312 eligible units to reach agreement, over the subject contract period, the firefighters and the command officers, both retained exactly what they had going in, and neither gave over any concession whatever as regards medical insurance. As regards fire, that means no 2-tier for new hires, and no reduction of benefits for retirees; as regards command, it means no reduction in benefits....”

A concession at this time is not deemed warranted. Moreover, the present “tryout” system appears to be working in that of nine persons subject to it, only three have opted for Blue Cross/Blue Shield. It is recognized that the cost of insurance is a valid concern, but the Panel is not persuaded that the City Proposal should be granted.

The City proposal is rejected.

4. **Compensatory Time – Police Officers – Section 16.0 – Overtime, Subsection 16.7, Subsection (a) – Economic**

City Final Offer of Settlement

Revise Section 16.0 – Overtime, Subsection 16.7, subsection (a) by adding the following new sentence at the end of Subsection 16.7, subsection (a):

Compensatory time usage shall be capped at eighty (80) hours per year.

Effective Date: June 30, 2002

Union Proposal As is.

Current Language:

Section 16.0 – Overtime

* * *

16.7 – Sworn officers shall have the option of taking compensatory time off in lieu of receiving payment for overtime or other types of compensation in accordance with the following understanding:

- (a) In order to exercise this option, officers may provide written notice of change from one to the other concurrent with City payroll periods. Compensatory time off shall be granted with the permission of the shift or unit commander, and may be utilized in increments of one hour or more. Any compensatory time not utilized by June 1 shall be paid to said employee at the rate in effect as of June 30 of the fiscal year, in a lump sum payment no later than July 15. Provided that no compensatory time off shall be allowed after June 1 of the fiscal year in which it was earned, nor may an employee carry compensatory time over from one fiscal year to the next fiscal year. The Association shall hold the City harmless for any legal challenges to the compensatory time program.

This proposal would limit the amount of overtime an officer can take as compensatory time to 80 hours. The City says a change is needed because of the effect on staffing. The Union opposes the change – it notes other 312 City Units have uncapped compensatory time. The City is not asking to change compensatory time for PSAs.

The salient point on this issue is that the use of compensatory time is subject to approval

of the Unit Commander. This is another provision which has been in existence for a long time – “at least since the parties’ 1980-1983 Collective Bargaining Agreement.” In the absence of a clear need for change, the Panel is not persuaded that the proposal has merit.

The City proposal is rejected.

5. Overtime Errors – Section 16.0 – Overtime – Economic

City Final Offer of Settlement

Revise Section 16.0 – Overtime by adding the following new Subsection 16.8:

16.8 – In the event that a determination is made by the Department that an eligible person was improperly passed over for an overtime assignment, the person shall be allowed to work an equivalent amount of overtime duty. The person shall make arrangements with his or her Shift Commander or Unit Supervisor to work the overtime within seven (7) working days of the decision to correct the error. The Shift Commander or Unit Supervisor may assign the officer to duties as needed.

Effective Date: June 30, 2002

Union Proposal As is (no change in present policy and practice). Economic

Current Language:

None.

The City proposes to change the remedy when an overtime error occurs. At present, if a Police Officer is wrongfully denied overtime, s/he is paid for the missed time. Under the proposal herein, the Police Officer must work the overtime within seven days in order to be paid for the error.

The City justifies its proposal on the basis the overtime distribution policy is “complex” and errors occur. The Union points out a new policy – 3/04/01 – has reduced the number of errors. The Union further objects to the change of a practice that “goes back as far as anyone can remember.”

Former Assistant Chief Briggs acknowledged that the error rate has been reduced to a few under the now existing policy. The policy became effective March 4, 2001. The need for the proposed change has not been established.

The Panel rejects the City proposal.

6. **Sick Leave Incentive – Section 29.0 – Sick Leave and Unscheduled Absence – Subsection 29.8, subsection (c) – Economic**

City Final Offer of Settlement

Revise Section 29.0 – Sick Leave and Unscheduled Absence – Subsection 29.8, subsection (c) to provide as follows:

- (c) An employee who retires will be entitled to be paid an additional 40 hours if said employee does not use more than six (6) sick days in their last twelve months on the job. Such payment will also be made if the employee has an extended illness or injury which is readily apparent or substantiated by medical documentation.

Effective Date: June 30, 2002

Union Proposal As is. Economic

Current Language:

Section 29.0 – Sick Leave and Unscheduled Absence

- 29.8(c) An employee who retires will be entitled to be paid an additional 40 hours if said employee does not use more than twelve (12) sick days their last twelve months on the job. Such payment will also be made if the employee has an extended illness or injury which is readily apparent or substantiated by medical documentation.

The City proposes an employee gets an additional 40 hours of pay at retirement provided the employee did not use more than 6 sick days in the last 12 months of employment. Currently it is not more than 12 sick days in the last 12 months of employment. The City says a sick leave incentive program is “unique” among comparables. It also asserts internal comparables support change.

The Union notes COA “kept same 12 day provision”. It is also urged a Police Officer can earn 12 sick days per year so use of 12 days is not abuse.

The most relevant comparable on this item is the Command Officer Agreement – it provides the same as the ROPOA now has. The evidence does not establish that Officers who are near retirement use sick leave more extensively. The Firefighters have incentives and they, too, did not sustain a benefit reduction in this area.

The Panel rejects the City Proposal.

7. Desk/Radio Assignments – Section 25.0 – Shift Assignments/Trading Days, Subsection 25.3 – Temporary Assignments, subsection (a) Desk/Radio Assignments – Non-Economic

City Final Offer of Settlement

Revise Section 25.0 – Shift Assignments/Trading Days, Subsection 25.3 – Temporary Assignments, subsection (a) Desk/Radio Assignments by adding the following sentence at the end of this subsection:

Designated days off for the five-day desk/radio assignments shall be as follows: day shift – Saturday/Sunday off; afternoon shift – Saturday/Sunday off; midnight shift – Sunday/Monday off.

Effective Date: June 30, 2002

Union Proposal As is. Non-Economic

Current Language:

Section 25.0 Shift Assignment/Trading Days

25.3 – Temporary Assignments:

- (a) Desk/Radio Assignments. Such assignments shall be filled during semi-annual shift selections, with the temporary assignment granted to the senior qualified officer requesting such assignment. This selection process shall apply only to the three shift “five-day” desk/radio assignments. Qualifications shall include the ability to operate current communication equipment. Any assigned officer can be returned to other police duties at the discretion of the Department on a temporary basis to provide a “light-duty” assignment for another officer, regardless of the light-duty officer’s seniority. Implementation of this selection process shall have no impact on possible future civilian dispatch implementation.

The Union maintains, “The City’s proposal in fact has little to do with the Department’s needs concerning the front desk position...” In connection with the above, it is noted that the changes would result in “reserving half of the already rare weekends-off positions to the front desk assignment.” While Mr. Briggs stated the front desk is busiest during the week, no workload data were provided. Moreover, it appears that the front desk duties can be performed by any number of Officers. The need for the proposed change has not been established, especially in relation to the adverse impact on the selection of days off and the fact that the current language has existed since the 1986-89 contract.

The City proposal is rejected.

8. Records Division Assignments – Section 25.0 – Shift Assignments/Trading Days, Subsection 25.3 Temporary Assignments, subsection (b) Records Division – Non-Economic

City Final Offer of Settlement

Revise Section 25.0 – Shift Assignments/Trading Days. Subsection 25.3 Temporary Assignments, subsection (b) Records Division by adding the following sentence at the end of this subsection:

The Police Officer holding this position may be reassigned to patrol operations at the discretion of the Chief, and the position filled by a civilian.

Effective Date: June 30, 2002

Union Proposal As is. Non-Economic

Current Language:

25.3(b) Records Division. Any temporary assignment of a Police Officer to the Records Division shall be granted to the senior qualified officer requesting such assignment. Any such assignment shall be open to bidding when a vacancy shall occur. Any assigned officer can be returned to other police duties at the discretion of the Department on a temporary basis to provide a "light-duty" assignment for another officer, regardless of the light-duty officer's seniority.

The City wants the P.O. holding records and identification position to be reassigned to patrol duties and replaced with a civilian. The COA agreed to a civilian to supervise that division. The City stresses no reduction in number of unit positions will result. The City will move P.O. to a combined job in auto pond and hit & run investigation job. The Union notes the COA traded the records position for a new one in Criminal Investigation Division – Detective Bureau. The Union says six comparables have a P.O. handling record division. The records division job is one of two light duty jobs in ROPOA Unit and it is a job available to older officers. The Union again notes this job has been in the ROPOA "for as long as anyone can recall."

This City proposal may have merit, but it should be accomplished by way of a *quid pro quo* with the Union. A similar provision was negotiated with the Command Officers on the basis a new position would be created in Criminal Investigation. The Union concern relative to the loss of a light duty job and/or a loss of an assignment for an Officer in the twilight of his/her

career is a relevant consideration. The expressed desire to "civilianize" the function is not an adequate basis on which to grant the proposal, given the absence of any offset to the concerns raised by the Union.

The City proposal is rejected.

9. **Officers Assigned as Investigators – Section 25.0 – Shift Assignments/Trading Days, Subsection 25.3 Temporary Assignments, new subsection (c) Officers Assigned as Investigators – Non-Economic**

City Final Offer of Settlement

Revise Section 25.0 – Shift Assignments/Trading Days, Subsection 25.3 Temporary Assignments by adding the following new subsection 25.3(c) to provide as follows:

- (c) **Officers Assigned as Investigators.** Opportunities for investigative assignments shall be posted. All Police Officers with a minimum of three (3) years of experience as Police Officers in the department may apply. The Chief will select from the candidates, and shall determine the length of the assignment.

Effective Date: June 30, 2002

Union Proposal As Is (no provision). Non-Economic

Current Language:

None

The City wants to be able to assign Police Officers to do investigative work. The City says Police Officers would benefit by gaining experience in the Detective Bureau. The City wants two such positions and it notes most comparables have Police Officers assigned to an Investigation Bureau – in most, management has a role in deciding who is assigned. The City concedes it has to obtain agreement with the Detective Bargaining Unit.

The Union objects – investigation is Detective work. Further objection arises from the fact that the Chief makes the selection rather than by the semi-annual bid procedure. The Union also notes the Detective rank is a promotion for Police Officers pursuant to 50.2 and yet that provision is not in issue.

The necessity for this proposal was only vaguely stated. The Union objection – “investigation duties are exclusively the province of the Detectives’ Association” – appears well-founded. Insofar as comparables are concerned, the City testimony did not clarify whether Detectives in those jurisdictions are in a different Unit as is the case in Royal Oak.

The City proposal is rejected.

10. Indemnification – Section 36.0 – Insurance, Subsection 36.6, first paragraph – Economic

City Final Offer of Settlement

Revise Section 36.0 – Insurance, Subsection 36.6, first paragraph, by adding the following sentence at the end of the first paragraph:

The indemnification and save harmless provisions of this paragraph shall be contingent upon full cooperation of the Officer with the City of Royal Oak.

Effective Date: June 30, 2002

Union Proposal As is. Non-Economic

Current Language:

Section 36.0 Insurance

36.6 The City of Royal Oak does further agree to indemnify and save harmless all Police Officers of the City of Royal Oak Police Department from and against all claims, or suits, based on negligence or tort, damages, costs, losses and expenses arising out of the defense of each and every action taken by a Police Officer in the course of and the performance of their duties as Police Officers. Said indemnification shall include but not be limited to false arrests, false imprisonment, malfeasance, nonfeasance, assault and battery, negligence or any other cause of action which is a result of actions taken by a Police Officer in the course of and arising out of the performance of his duties as a Police Officer. Said indemnification shall either take the form of insurance coverage, including defense and payment of judgment or settlement, or by providing of legal counsel in payment of judgment or settlement.

The City wants the indemnification and hold harmless obligation contingent on the Police Officer's full cooperation. The insurance policy thru Michigan Mutual Risk Management Authority requires the City to "cooperate fully" and here the City proposal mirrors the above. The City sets forth examples where a Police Officer's failure to cooperate fully could expose the City to payment of large awards.

The Union objects on the basis that the City failed to show such a provision is needed.

The term "full cooperation" is subject to interpretation. More importantly, the need for

the provision is really open to question. The City did not produce any evidence indicative of a failure by an Officer to cooperate in litigation. The Union contention that the proposal is unnecessary seems accurate. No evidence was presented to suggest that Officer cooperation was lacking in the past.

The City proposal is rejected.

11. Attendance – Court Time – Section 44.0 – Attendance – Court Time, Subsection 44.3 – Economic

City Final Offer of Settlement

Revise Section 44.0 – Attendance – Court Time, Subsection 44.3 to provide as follows:

- 44.3 An employee who is scheduled to appear in court at a time other than his/her normally scheduled duty hours may be placed on or off "standby" status by the department. An employee placed on standby status shall be compensated at one and one-half (1-1/2) times the pay rate for each hour on standby, for a period of time not to exceed three (3) hours. If notified to appear in court, the Officer will receive a minimum of four (4) hours of overtime and one and one-half (1-1/2) times his/her pay rate. An Officer shall not receive both standby and regular overtime pay for the same period of time. A member shall notify the Officer in charge of the case of how and where they can be reached, if not at home during the standby period.

Effective Date: June 30, 2002

Union Proposal Economic

- 44.3 An employee who is subpoenaed to appear in court for a criminal or civil matter at a time other than his/her normally scheduled duty hours may remain at home when placed on "stand-by" status until notified by the officer in charge of the case. The employee shall be compensated for a minimum of four (4) hours of overtime at one and one-half (1-1/2) times his/her basic hourly rate. The employee shall receive overtime pay for time spent on stand-by beyond the four hour minimum until he/she is released by the OIC. IF notified to appear in court, the employee will receive additional overtime pay for any time the employee remains in court beyond the four hour minimum. The employees shall notify the OIC of how and where they can be reached while on standby.

Current Language:

Section 44.0 Attendance – Court Time

- 44.3 An employee who is scheduled to appear in court for a criminal or civil matter at a time other than his/her normally scheduled duty hours, shall be compensated at the rate of one and one-half (1 ½) times his/her basic hourly rate for a minimum of four (4) hours; but the Employer is entitled to require the employee to work any portion of the three (3) hour minimum period of time that is not required for court work, provided however, that in the event that an employee is scheduled to appear in court not more than three (3) hours before his/her normally scheduled duty hours, he/she shall receive overtime pay only for the period of time that elapses between his appearance in court and the beginning of his normally scheduled duty hours.

The Parties have competing proposals on this issue which means that any now existing problems will be impacted.

The City contends its proposal is the same as that available to the Command Unit. One receives standby or court time, whichever is greater, but not both. The City says that Police Officers ignore standby and go to court even though they know they will not be called to testify.

The Union proposal is similar to the City's – it provides that "an employee who is subpoenaed to appear in court."

The Union counter-proposal permits payment for standby and court time "as seamless overtime - qualified time." An employee on standby is restricted relative to activity. The basis for the City proposal is that Officers "ignore the standby status marked on their subpoenas and go to court even when they know that they will not be called to testify." It would seem that, if abuse occurs, it could be corrected without imposing an adverse impact on an Officer who needs to be available on a standby basis. The controlling point here is that an officer on standby is burdened with restriction of movement.

The Union proposal is adopted.

12. **Memorandum of Understanding – May 27, 1987 – Economic**

City Final Offer of Settlement

The Memorandum of Understanding dated May 27, 1987 is rescinded.

Effective Date: June 30, 2002

Union Proposal Non-Economic

**ROPOA COUNTER TO CRO PROPOSAL RE:
MEMORANDUM OF UNDERSTANDING MAY 27, 1987**

The above named parties hereby agree that henceforth counsel for the union shall be provided copies of all pleadings relative to suits, actions or claims made against Royal Oak Police Officers Association members associated with the discharge of their duties as Police Officers.

The City further agrees that in the event of settlement of any such litigation, the City shall be the sole named party on all settlement pleadings and related documents. Individual Police Officers shall not be so named.

Current Language:

MEMORANDUM OF UNDERSTANDING MAY 27, 1987

CURRENT PROVISION:

The above named parties hereby agree that henceforth counsel for the union shall be provided copies of all pleadings relative to suits, actions or claims made against Royal Oak Police Officers' Association members associated with the discharge of their duties as Police Officers. The City of Royal Oak consents to the entry of Union Counsel as counsel to all party defendants in all such litigation.

The City further agrees that in the event of settlement of any such litigation, the City shall be the sole named party on all settlement pleadings and related documents. Individual Police Officers shall not be so named.

The City contends the Memorandum "has very little utility."

The Union agrees to deletion of the provision in which the City "consents to the entry of Union Counsel as counsel to all party defendants in all such litigation." In regard to the second paragraph, the Union proposes to enter the words "to the extent practicable". The final aspect of the Memorandum relates to the Union being "provided copies of all pleadings relative to suits, actions or claims against Royal Oak Police Officers Association members associated with the discharge of their duties as Police Officers". The Union fears the above "could be ignored".

The City notes it "is the only community among any of the comparables proposed by either party which has contract language addressing the topics found in the Memorandum of Understanding at issue here". It is further pointed out:

"...if a Union member is named in a lawsuit, that person would, as a party defendant, necessarily receive all copies of all pleadings involved in that litigation. Second, as the City has provided for legal representation of Unit members, there is no need to have the Union's attorney serve as counsel for "all party-defendants", which would necessarily include the City. Indeed, in its Last Best Offer, the Union agreed to drop that provision from the Memorandum of Understanding. Third, the provision which prevents a Unit member from being named in settlement documents actually works against the interest of the Union members. Indeed, if a Union member is not named in a release, which is a part of the settlement documents, then that litigation could proceed against the Officer. Moreover, any ensuing judgment would have to be paid by the City notwithstanding the earlier settlement."

The Panel does not perceive that the Parties are unable or unwilling to work together in a manner which will further their mutual interests. The Panel has rejected the City Proposal relative to Indemnification on the basis a "full cooperation" provision seemed unnecessary. Likewise, the Memorandum of Understanding engenders distrust without showing that the fear is reasonably based.

The Panel adopts the City proposal.

B. UNION ISSUES

ECONOMIC

1. Section 45.0 – Wages and Cost of Living

Union Proposal:

45.1 The general wage ... [same] ...follows:

Effective 7/1/99	4%
Effective 7/1/00	4%
Effective 7/1/01	4%

City Proposal:

Wages (July 1, 1999) - Section 45.0 – Wages and Cost of Living, Subsections 45.1 and 45.2 – Economic

City Final Offer of Settlement

Revise Section 45.0 – Wages and Cost of Living, Subsection 45.1 to provide:

July 1, 1999 - 3.0%

Revise Section 45.0 – Wages and Cost of Living, Subsection 45.2 to provide:

45.2 – The general wage scale for July 1, 1999 through June 30, 2000 is attached as Appendix B.

Effective Date: July 1, 1999

Wages (July 1, 2000) - Section 45.0 – Wages and Cost of Living, Subsections 45.1 and 45.3 – Economic

City Final Offer of Settlement

Revise Section 45.0 – Wages and Cost of Living, Subsection 45.1 to provide:

July 1, 2000 - 3.0%

Revise Section 45.0 – Wages and Cost of Living, Subsection 45.3 to provide:

45.3 – The general wage scale for July 1, 2000 through June 30, 2001 is attached as Appendix C.

Effective Date: July 1, 2000

Wages – Section 45.0 – Wages and Cost of Living, Subsections 45.1 and 45.4 – Economic

City Final Offer of Settlement

Revise Section 45.0 – Wages and Cost of Living, Subsection 45.1 to provide:

July 1, 2001 - 3.0%

Revise Section 45.0 – Wages and Cost of Living, Subsection 45.4 to provide:

45.4 – The general wage scale for July 1, 2001 through June 30, 2002 is attached as Appendix D.

Effective Date: July 1, 2001

The Union in support of its demand stresses the following relative to “internal” 312 eligible units. The Firefighters, in addition to a 3% wage increase on July 1, 1999 - 2000, received an ALS premium increase – 6% July 1, 1999, 7% July 1, 2000 and 8% July 1, 2001. It is noted that the paramedic premium applies to 31 of 47 Firefighters. Based on the above, the Union does not dispute that the paramedic premium is reasonable, but it is argued “it has not only destroyed parity between firefighters and police officers as a matter of actual wages, it has vitiated the rationale behind the parity concept in Royal Oak.” Beyond the above, it is noted that Firefighters have a better opportunity for promotion prior to retirement.

In regard to the Command Officers, the Union notes that in addition to a 3% increase, they received a “pre-line-up provision” which amounts to a one-half hour of overtime each day – 3.75 hours of pay, i.e., 2.5 hours x 1 ½.

As to external comparables, the Union says its proposal will leave them “in the middle of the pack”.

The City emphasizes that in addition to the 3% wage increase it will reduce pension contributions by 3%.

Among external comparables a 3% increase is not out of line.

As to internal comparables, the City has adhered to the 3% increase.

Insofar as Firefighters are concerned, it cannot be denied that those with paramedic credentials do receive additional compensation. The Panel is not persuaded that the premium "vitiates the rationale behind parity." Police Officers are compensated for court time. The proposal to reduce that benefit has been denied. Overtime is a substantial component of a Police Officer's wage – about 11% – and that simply cannot be ignored. The point here is that differences exist in the occupations, but the rationale relative to parity is not thereby destroyed.

The observations herein provide additional support relative to the Panel's earlier decision in regard to City proposals.

In regard to Command Officers, it is noted that in the year 2000 Command Officers received average overtime hours of 226.88 and Police Officers were paid for 267.81 hours. The year 2000 includes the one-half hour per day overtime for Command Officers. The year 2000 is also one wherein the ticket activity by the Police Officer Unit was substantially below that in prior years.

Based on the above, the Panel adopts the City proposal of 3% for each of three years.

2. **Medical Insurance Opt Out – Section 36.0 – Insurance, Subsection 36.2 – Medical Insurance, subsection (d),.....**

Union Proposal:

Section 36.0 – INSURANCE

36.3 – Dental Insurance: The City shall provide and pay the full premium for the Delta Dental Plan (or similar insurance thereto which may be secured at the option of the City), containing 80%/20% Class I and Class II co-payments up to a maximum of \$1200 for each employee and their family, and Class III orthodontic up to thirty-five hundred (\$3,500.00) dollars with 80%/20% co-payment.

City Proposal:

Dental Insurance – Section 36.0 Insurance, Subsection 36.3 – Economic

City Final Offer of Settlement

Revise Section 36.0 Insurance, Subsection 36.3 to provide as follows:

36.3 Dental Insurance

The City shall provide and pay the full premium for the Delta Dental Plan (or similar insurance thereto which may be secured at the option of the City), containing 75%/25% Class I co-payment with Class II 50%/50% co-payments up to a combined maximum of \$1,000 for each employee and their family, and Class III orthodontic up to twenty-five hundred (\$2,500.00) Dollars with 75%/25% co-payment.

Effective Date: Thirty (30) days after the date of the Award

Current Language:

36.3 – Dental Insurance: The City shall provide and pay the full premium for the Delta Dental Plan, (or similar insurance thereto which may be secured at the option of the City), containing 75%/25% Class I and 50%/50% Class II co-payments up to a combined maximum of \$800 for each employee and their family, and Class III orthodontic up to Twenty-five Hundred (\$2,500.00) Dollars with 75%/25% co-payment.

The City offer is the same as that provided to the Command Officer and Firefighter Units

and all other City units. The Union contends its proposal is more in line with actual needs.

While a particular benefit may not be sufficient to cover actual need, that is not a sufficient basis on which to impose an added burden on the Employer. The benefit offered by the City is identical to all other City units. This is not a case where the subject benefit impacts this Unit more than other City employees. It was not established that Police Officers require more dental services than other City employees.

The Panel adopts the City proposal.

Union Proposal:

OPTICAL INSURANCE

Section 36.4

1. The City shall ... healthcare plans This shall include yearly eye exams for each covered plan member as of July 1, 1999.

City Proposal:

Optical Insurance – Section 36.0 – Insurance, Subsection 36.4 Optical Insurance – Economic

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

36.4 – Optical Insurance: The City shall provide and pay the full premium for the Blue Cross/Blue Shield 80%/20% optical plan for each eligible employee and their family who selected Blue Cross/Blue Shield Healthcare; and the HAP, SelectCare, Blue Care Network, and M-Care optical coverage for employees on those healthcare plans.

Most of the external comparables do not provide annual eye exams. All of the internal comparables have the same eye care provision. One in an HMO is able to achieve annual eye exams for those who wish that benefit. The previous points relative to dental insurance are apropos here.

The Panel rejects the Union proposal.

Union Proposal:

Section 36.0 – Insurance

36.5(f) – Retiree Life Insurance: The City shall provide and pay full premium for Fifteen Thousand (\$15,000.00) Dollars group life insurance for retirees.

City Proposal:

Retiree Life Insurance – Section 36.0 – Insurance, Subsection 36.5 Retiree Insurance, subsection (f) – Economic

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

36.5 Retiree Insurance

* * *

(f) The City shall provide and pay full premium for Four Thousand (\$4,000.00) Dollars group life insurance for retirees.

The \$4,000 of life insurance now provided compares favorably with external comparables. It is also identical to that which is provided to all other Units in the City.

Once again, the Panel is not persuaded that this Unit is entitled to a benefit enhancement which has not been granted to any other City unit.

The Panel rejects the Union proposal.

Union Proposal:

36.0 – INSURANCE

36.2 – Medical Insurance:

- (d) Duplicate Health Care Benefits: The City shall pay the employee 30 percent of the scheduled premium annually to select the benefits under a spouse's healthcare plan. [Rest: same]

City Proposal:

Medical Insurance Opt Out – Section 36.0 – Insurance, Subsection 36.2 – Medical Insurance, subsection (d) Duplicate Health Care Benefits – Economic

City Final Offer of Settlement

Revise Section 36.0 – Insurance, Subsection 35.2 – Medical Insurance, subsection (d) Duplicate Health Care Benefits to provide as follows:

- (d) Duplicate Health Care Benefits: The City shall pay the employee thirty (30%) percent of the scheduled premium annually (up to a maximum of \$2,400.00 annually) to select the benefits under a spouse's health care plan. For employees eligible for Blue Cross, this shall be computed as thirty (30%) percent of the scheduled Blue Cross/Blue Shield premium. For other employees, this shall be computed a thirty (30%) percent of the average scheduled premium for the HMO/POS alternatives. Employees opting out of Blue Cross will be able to purchase separately the following Blue Cross/Blue Shield rider currently available to all employees: master medical, prescription and optical. The employee will be responsible to pay the entire cost of the riders as determined by the provider. Further, in the event the employee's spouse's coverage is terminated for any reason, the City will pay the COBRA payments or be responsible for contract benefits for the employee, spouse and eligible dependents until coverage can be obtained under the City-sponsored health care program. To the extent possible, employees shall provide advance notice to the City of the spouse's termination of coverage.

Effective Date: June 30, 2002

Current Language:

36.2 – Medical Insurance

* * *

- (d) Duplicate Health Care Benefits: The City shall pay the employee 30 percent of the scheduled premium annually (up to a maximum of \$2,400.00 annually) to select the benefits under a spouse's health care plan. For employees eligible for Blue Cross, this shall be computed as 30% of the scheduled Blue Cross/Blue Shield premium. For other employees, this shall be computed as 30% of the average scheduled premium for the four HMO/POS alternatives. Employees opting out of Blue Cross will be able to purchase separately the following Blue Cross/Blue Shield riders currently available to all employees: master medical, prescription, and optical. The employee will be responsible to pay the entire cost of the riders as determined by the provider. Further, in the event the employee's spouse's coverage is terminated for any reason, the City will pay the COBRA payments or be responsible for contract benefits for the employee, spouse and eligible dependents until coverage can be obtained under the City-sponsored health care program. To the extent possible, employees shall provide advance notice to the City of the spouse's termination of coverage.

The present provision compares very favorably with the external comparables. The City proposal is the same as that provided to all other City units. The City has an interest in employees "opting out", but it is not clear that the Union proposal would impact the number opting out.

The City proposal is adopted.

Meal Allowance – Section 17.0 – Minimum Call-Back Time, Subsections 17.3 and 17.4 – Economic

Union Proposal:

Section 17.0 – MINIMUM CALL-BACK TIME

17.3 – In the event that an employee is called back to duty and by reason thereof is on duty at a normal mealtime for breakfast or lunch, construed as the hours between 12:00 a.m. and 4:00 p.m. and cannot be released from duty to have said meal at home, or whose work requires that he/she be out of the City during said mealtime, he/she will be paid \$10 for breakfast and \$12 for lunch, provided no alcoholic beverages are included.

17.4 – In the event that an employee is called back to duty and by reason thereof is on duty at a normal dinner time, construed as the hours between 4:00 p.m. and 12:00 a.m. and cannot be released from duty to have said meal at home, or if the employee is required to be out of the City during said mealtime, he/she will be paid \$15 for dinner, provided alcoholic beverages are not included.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

Section 17.0 – Minimum Call-Back Time

* * *

17.3 – In the event that an employee is called back to duty and by reason thereof is on duty at a normal mealtime for breakfast or lunch, construed as the hours between 12:00 a.m. and 4:00 p.m. and cannot be released from duty to have said meal at home, or whose work requires that he/she be out of the City during said mealtime, he/she will receive the same meal allowance as that provided the Command Officers, provided no alcoholic beverages

are included.

17.4 – In the event that an employee is called back to duty and by reason thereof is on duty at a normal dinner time, construed as the hours between 4:00 p.m. and 12:00 a.m. and cannot be released from duty to have said meal at home, the employee shall be entitled to have the same meal allowance as that provided the Command Officers, and if the employee is required to be out of the City during said mealtime, the meal allowance will be the same as that provided the Command Officers, provided alcoholic beverages are not included.

Here, the Union seeks to remove the correlation with the Command Units. The present benefit is better than external and internal comparables.

The Panel rejects the Union proposal.

Criminal Defense – Section 36.0 – Insurance, Subsection 36.6, subsection (a) – Economic

Union Proposal:

Section 36.6 – Criminal Defense:

- (a) The Employer agrees to reimburse any officer for reasonable attorney fees not to exceed thirty-five thousand (\$35,000) dollars in any case ... [same] ... not guilty.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

36.6

* * *

- (a) The Employer agrees to reimburse any officer for reasonable attorney fees not to exceed Ten Thousand (\$10,000.00) Dollars in any case where a Police Officer of the City of Royal Oak is charged with a criminal offense while engaging in his official duties on behalf of the Department and where said criminal charge results in dismissal, acquittal or being found not guilty.

The Union called a respected criminal attorney in support of a need for the proposed increase. The City pointed to the fact that no external comparable has such a benefit and the amount now provided conforms to that of the Command and Detective Units. While it is easy to envisage a scenario where the Union proposal would be required, the fact is that it seems the benefit has never been utilized. That fact has a bearing on the need for this proposal. When all is said and done, the Union's proposal for a 350% increase in the context herein is not reasonable. That is to say the benefit increase sought would not likely be achieved in a situation where Act 312 is not available. The City already provides a better benefit relative to external comparables and the same to the internal comparables so the Panel is not persuaded a change of the magnitude proposed is warranted.

The Union proposal is rejected.

PSA Cleaning Allowance – Section 20.0 – Clothing Cleaning Allowance, Subsection 20.2 – Economic

Union Proposal:

Section 20.0 – CLOTHING CLEANING ALLOWANCE

20.2 – A uniform cleaning allowance of five hundred fifty (\$550.00) dollars per fiscal year shall be paid to all Police Service Aides in the bargaining unit.

Employer Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

Section 20.0 – Clothing Cleaning Allowance

20.2 – A uniform cleaning allowance of Four Hundred Fifty (~~\$450.00~~) Dollars per fiscal year shall be paid to all Police Service Aides in the bargaining unit.

The Union points out:

“PSAs, like Police Officers, are issued uniforms by the City and are obliged to keep them clean and pressed.”

The external comparables relate to Dispatchers. The PSAs perform some outside assignments and inside police functions. It is recognized that PSAs do not perform the same duties as Police Officers, however, that difference does not appear to impact the obligation to maintain an issued uniform. The more important consideration is that both of the uniforms are similar.

The Union proposal is granted.

**PSA Compensatory Time – Section 16.0 – Overtime, Subsection 16.7, Subsection (b)
– Economic**

Union Proposal:

PSA COMPENSATORY TIME BANK

Section 16.7(b)

1. Police Service Aides shall have the option of taking compensatory time off in lieu of receiving payment for overtime.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

Section 16.0 – Overtime

* * *

- 16.7 (b) Police Service Aides shall have the option of taking compensatory time off in lieu of receiving payment for overtime up to 240 hours at time and a half, or 360 hours maximum.

The Union references its earlier argument relative to the City proposal to impose a cap on Police Officer comp time. The City reference to external comparables is that of Dispatchers. Insofar as internal comparables are concerned, PSAs are the only 312 eligible unit to have a cap.

The Union proposal is adopted.

PSA Shift Premium – Section 46.0 – Shift Premium, Subsection 46.2 – Economic

Union Proposal:

PSA SHIFT PREMIUM

SECTION 46.2(a, b) – SHIFT PREMIUM EFFECTIVE JULY 1, 1999

1. (a) Premium pay of 3.5% of base pay per hour for working during the afternoon shift.
2. (b) Premium pay of 4.5% of base pay per hour for working during the midnight shift.

City Proposal:

City Final Offer of Settlement

Revise Section 46.0 – Shift Premium, Subsection 46.2 to provide as follows:

46.2 – Police Service Aides working during the afternoon and/or midnight shift shall be paid shift premium at the following rates:

- (a) Premium pay of thirty-five (\$0.35) [effective July 1, 2001 – forty-five (\$0.45)] cents per hour for working during the afternoon shift.
- (b) Premium pay of fifty (\$0.50) [effective July 1, 2001 – sixty (\$0.60)] cents per hour for working during the midnight shift.

Effective Date: July 1, 2001

Current Language:

Section 46.0 – Shift Premium

*** * ***

46.2 – Police Service Aides working during the afternoon and/or midnight shift shall be paid shift premium at the following rates:

- (a) Premium pay of thirty-five (\$0.35) cents per hour for working during the afternoon shift.

- (b) Premium pay of fifty (\$0.50) cents per hour for working during the midnight shift.

The City agrees to increase the premium, but it does not want a percentage based differential. The Union notes the PSAs are not simply Dispatchers in regard to external comparables. Internally, it is emphasized that "all other 312 eligible employees in Royal Oak that receive a shift premium get 3.5% or 4.5%." The Panel rejected the City proposal to take away the percentage based differential from Police Officers. Here, the PSAs have not had the percent formula and the City is proposing an increase.

The Union proposal is rejected.

Compensatory Time Payoff – Section 16.0 – Overtime, Subsection 16.7, subsection (a) – Economic

Union Proposal:

16.7(a) – In order to exercise ... [same] ... in a lump sum payment no later than June 30th ... [same] ... time program.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

Section 16.0 – Overtime

* * *

16.7 * * *

(a) In order to exercise this option, officers may provide written notice of change from one to the other concurrent with City payroll periods. Compensatory time off shall be granted with the permission of the shift or unit commander, and may be utilized in increments of one hour or more. Any compensatory time not utilized by June 1 shall be paid to said employee at the rate in effect as of June 30 of the fiscal year in a lump sum payment no later than July 15. Provided that no compensatory time off shall be allowed after June 1 of the fiscal year in which it was earned, nor may an employee carry compensatory time over from one fiscal year to the next fiscal year. The Association shall hold the City harmless for any legal challenges to the compensatory time program.

The City Finance Director gave credible testimony that changing the payment date would be "burdensome". It is not prudent to impose an earlier payment date – 15 days – in the face of the enumerated problems. Moreover, the benefit to the Unit is deemed marginal and therefore unwarranted given the greater burden which would result.

The Union proposal is rejected.

Bereavement – Section 33.0 – Bereavement, Subsection 33.1 – Economic

Union Proposal:

Section 33.0 – BEREAVEMENT

33.1 – In a case of death in the immediate family (family defined as the spouse, child, mother, father, mother-in-law, father-in-law, brother, sister or grandparent) a permanent or probationary employee may be granted a leave of absence, with pay, for a period not to exceed five (5) normal work days. Employees will be granted two additional days of bereavement leave for the death of a spouse, child, mother, father, brother or sister.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

Section 33.0 – BEREAVEMENT

33.1 – In the case of death in the immediate family (family defined as the spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, or other relative living in the employee's household) a permanent or probationary employee may be granted a leave of absence, with pay, for a period not to exceed three (3) normal work days. Employees will be granted two additional days of bereavement leave for the death of a spouse, child, mother, father, brother or sister. In case of death of one of the employee's grandparents, a leave of absence, with pay, will be granted for a period not to exceed one (1) normal work day.

The Union urges:

“...the time has come to eliminate the false dichotomy in the parties' contract, and as is almost universally done, provide the same leave in the case of the death of any of the listed relatives.”

The Union proposal is not in accord with the above since two additional days are provided for enumerated persons. The City produced testimony to indicate the current benefit is in line with external comparables and is the same as all internal comparables. The fact that external comparables may provide the same benefit for all listed relatives is offset by the fact that Royal Oak provides an above-average amount of leave for some family members.

The Union proposal is rejected.

Parking – Section 52.0 – Parking, Subsection 52.1 – Economic

Union Proposal:

Section 52.0 – Parking

52.1 – Free parking shall be provided for ROPOA members in the immediate vicinity of the station, i.e., in the area bounded by 11 Mile, Third, Troy and Knowles Streets.

City Proposal:

City Final Offer of Settlement

Revise Section 52.0 – Parking, Subsection 52.1 to provide as follows:

52.1 Free parking in the area designated below shall be provided for ROPOA members, if all parking is metered and no free parking is available in the immediate vicinity of the station. The designated area is as follows: 11 Mile Road (north), Main Street (west), Fourth Street (south) and Knowles Street (east).

Effective Date: Date of the Award

Current Language:

Section 52.0 – PARKING

52.1 – Free parking shall be provided for ROPOA members if all parking is metered and no free parking is available in the immediate vicinity of the station.

The difference here is that the City proposal is one block further west and one block further south than the Union demand. The City offer is the same as the language in the Command Unit.

The Union proposal is rejected.

Overtime – Section 16.0 – Overtime, proposed new Subsection 16.8 – Economic

Union Proposal:

FORCED OVERTIME PROVISION

SECTION 16.8

1. Anytime the City cancels the leave/vacation time of the ROPOA members and forces overtime for a scheduled or foreseeable event (i.e. Dream cruise or Y2K) all overtime worked during that event will be paid at 2 ½ times the basic hourly wage.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

Section 16.0 – Overtime

* * *

None

The Union explains its intent:

“...the Union’s intent is that only those unit employees whose leave time is cancelled or disallowed would receive the 2 ½ times premium pay, and it applies only to mandatory overtime.”

The City finds the proposal to be ambiguous. The City testimony was that no external comparable has a similar provision; however, the witness did allow that she had no knowledge of any comparable that denied leave for an entire week in the month of August. The Panel has some sympathy for the Union proposal but concludes it needs to be refined. The City has a seemingly valid concern:

“...everyone in the Department could, under the Union’s position, request vacation time, have it disallowed and then demand the proposed payment.”

Another City concern relates to the lack of "any clear definition of what the Union would consider to be a foreseeable event."

In addition to the above, the following considerations are noted. An Officer may be required to work on a Leave Day with little advance notice and yet the overtime is paid at time and one-half. The term "cancel" is ambiguous in the sense that, if the Department disallows vacations during a specified period prior to vacations being selected, that action would apparently not constitute a cancellation. If that conclusion is correct, the proposal here would have little beneficial impact.

The Union proposal is rejected.

Promotion – Section 50.0 – Procedure for Evaluation Promotional Testing and all Subsections – Economic

Union Proposal:

Section 50.0 – PROMOTION

50.1 – The positions of Sergeant and Detective shall be promotional positions from the ROPOA bargaining unit (Detectives are also eligible to apply for promotion to Sergeant). Said positions shall be filled from a list of employees ranked by written examination score (50%) and seniority (50%).

50.2 – Separate lists shall be maintained for promotion to Detective and Sergeant, but the provisions herein apply to both lists.

50.3 – The written examination may be prepared by an outside agency, but shall be tailored to the specific policies and procedures of the Royal Oak Police Department. The areas subject to examination shall be identified in advance of the test, and sample questions and answers as to each area shall be provided to interested employees. The objective of the written examination shall be to test knowledge of established police practices and procedures, and specifically RO PD practices, policies and procedures, not to test test-taking skill. To the full extent feasible, a large battery of meaningful, job related questions shall be made available to employees to promote the learning of policies and procedures, and questions will be taken from that battery at random for each examination. Applicants shall not be notified as to specific questions to be selected for a given examination.

50.4 – Seniority, for the promotional position of Detective, shall be time in service as a Police Officer. For the promotional position of Sergeant, seniority shall be time in service as a Police Officer, and if applicable, as a Detective.

50.5 – Police Officers with five years seniority are eligible to apply for promotion to Detective and Sergeant. Any employee who receives a suspension or demotion within one year of the written examination, or during the life of the promotional list, shall be removed from the list pending resolution of his/her grievance, if any. Should the disciplinary action be upheld, removal from the list shall be sustained. If the disciplinary action is overturned, the employee shall be reinstated to the list. Pending such resolution,

the next applicant on the list may be appointed on a temporary basis.

50.6 – Promotions shall be made in order of rank on the promotional lists. Should the City consider that the employee next in rank order on a list is or must be disqualified from promotion for substantial reasons, it shall state those reasons in writing to the Association. Any such claimed disqualification is subject to the parties' grievance procedure. Pending resolution of the grievance, if any, the next employee on the list may be appointed on a temporary basis, as provided above.

50.7 – Except as provided herein, promotional lists shall be created and maintained for the periods and in the fashion prescribed in the City's Civil Service Rules.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

**Section 50.0 – PROCEDURE FOR EVALUATION
PROMOTIONAL TESTING SEC.**

50.1 – The Michigan Municipal League test or a similar written test to be determined by the City will be used for promotions from the ranks. If the Michigan Municipal League test is used, the written test scoring procedure will be based on each candidate's T-score. This T-score will be determined by using standard statistical procedures. The raw score will be converted to a T-score using the average (mean) and standard deviation of the state norm group. Thus being converted to a T-score number to the nearest 1/100th of a point. The T-score number will then be multiplied by the seventy (70%) percent weight for this part of the total score. The Michigan Municipal League will be responsible for calculating each participant's T-score and the City will supply to each participant his T-score, raw score and the maximum possible raw score.

A base for the calculation of the standard deviation and average (mean) for the performance evaluation T-score will be determined by including all persons competing for the position using the average of the two most recent performance ratings. All members competing for the position offered will be included in base calculation with minimum of four (4) members necessary for calculations. In the event that the minimum four (4) members are not available, the City and the Union will meet and confer on an alternative basis for making the calculation so as to ensure a statistically sound method of calculation. The Michigan Municipal league will calculate a T-score to the nearest 1/100th of a point using the above calculated standard deviation and average (mean) information. The individual's T-score for the average of his two preceding performance evaluations will be multiplied by twenty (20%) percent weight for this part of the total score. Each individual will be supplied with a print-out of his own evaluation score and T-score.

A base for the calculation of the standard deviation and average mean for the service credit allowance (seniority) T-score will be determined in the following manner. All members competing for the position offered will be included in base calculations with a minimum four (4) members necessary for calculations. In the event that the minimum four (4) members are not available, the City and the Union will meet and confer on an alternative basis for making the calculation so as to ensure a statistically sound method of calculation.

Service credit allowance will be granted in the following manner. Credit for experience above requirements will not be given beyond the maximum of fifteen (15) years. The maximum number of points that can be awarded is 8.75.

TIME IN GRADE

Rank immediately below	<u>A</u>	<u>B</u>	<u>C</u>
position applied for	1 point	½ point	1/4 point

- (a) – First five years beyond required experience for the position.
- (b) – Second five years beyond required experience for the position.
- (c) – Third five years beyond required experience for the position.

The Michigan Municipal League will calculate a T-score to the nearest 1/100th of a point from the above calculated standard deviation and average (mean) information. The individual's T-score will be multiplied by ten (10%) percent weight for this part of the total score. Each individual will be supplied by a print-out of their service credit allowance and the individual's T-score. The following components and percentages shall be used to determine the final composite score when making promotions: written test – Seventy (70%) percent; performance evaluation – twenty (20%) percent; and service credit allowance (seniority) – ten (10%) percent.

Upon calculating the T-score on the written test, performance evaluation and service credit allowance (seniority) to the nearest 1/100th of a point, candidates will be placed in order of achievement on an eligibility list with selection being made, as needed, in accordance with the Personnel Rules of the Civil Service Board, the collective bargaining agreement and Ordinance No. 314, as amended.

In the event that the City determines that it is necessary to make a substantive change in either the scoring mechanism or any of the components, the City will notify the Union of any proposed change relative to the standards or criteria for promotion and will, if required by Section 10 (e) and 11 of the Public Employment Relations Act of 1965, being MCLA 423.10 (e) and 423.11 and if a proper and timely demand for bargaining is made by the Union, meet to confer and discuss any revisions of standards or criteria of promotions. A substantive change is any change that will change the rank order for the candidates on the final composite score.

In the event that any of the components to the promotional models cannot be used for a specific written examination, the City and the Union will meet to attempt to resolve the problem for that specific written examination.

50.2 – The position or classification of Detective shall be a promotional position from the ROPOA bargaining unit, and said position shall be filled by competitive examination conducted strictly pursuant to Section 54 of the parties' collective bargaining agreement to all pertinent provisions of the Civil Service Rules adopted in accordance with Section 2 of Article VIII of Ordinance 314, as amended.

The Union says the present system for promotion from P.O. to Detective or Sergeant is "irretrievably broken". The Union notes a "T-score" is utilized and in that regard:

"Nobody in the CRO, least of all the ROPOA unit members, understands this mechanism, or how it works."

The Union stresses that historically there has been a strong correlation between seniority and performance evaluation scores. Since 1997, performance evaluation has had a continued reduced correlation to seniority. The Union proposes that applicants be ranked for promotion by written examination (50%) and seniority (50%). The Union contends the comparables support its proposal. With regard to City Act 312 employees, the ROPOA says it "sought to utilize Fire's provision in fashioning its proposal." Another aspect of the Union proposal is that sample questions be provided to promote learning.

The City asserts promotion provisions are fundamental provisions of a contract and should not be changed unless a strong case for need is established. Here, it is noted that the weight of the written exam is reduced from 70% to 50%; past performance evaluations could not be considered: the weight of seniority would increase from 10% to 50%; and the "rule of three" would be replaced with the promotion of the top person on the list. The City asserts that a promotional process which relies solely on a written examination and seniority is not supported by any of the comparables. It is noted the present system mirrors that used by the other two Police Unions. In regard to the Fire Fighters, it is necessary for one to have 80% to pass the written test as well as a performance evaluation.

The Union presented evidence to the effect that the correlation between years of service – seniority – and performance evaluations has been "destroyed". The Union says its proposal tracks the Firefighter contract. It is also noted that among external comparables only a minority use performance evaluations. The Employer reiterates that the proposal represents a fundamental change and it should not be changed "in the absence of strong evidence of need." The City agrees that:

"Mr. Kruger testified that the scores for the most recent promotional process demonstrate that there's actually no relationship between seniority and scores on a performance evaluation."

The above is the precise basis on which the Union advances the proposal herein. The problem, however, is that the proposal simply substitutes seniority for performance evaluation. The elimination of performance evaluation and the enhancement of seniority is deemed far-reaching and beyond that which the Panel should undertake. The reference to the Firefighter agreement is not entirely on point because they operate differently than the Police Department.

The Union proposal is rejected.

Pension Multiplier – Section 47.0 – Retirement, Subsections 47.1 and 47.2 – Economic

Union Proposal:

PENSION MULTIPLIER

Section 47.0 – RETIREMENT

47.1 – [Replaces 47.1 and 47.2] Effective July 1, 1999, retiring sworn officers shall receive a monthly level straight life pension equal to the retiring member's years of credited service multiplied by 3.0% of final average compensation. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

City Proposal:

City Final Offer of Settlement

Revise and replace the current Subsections 47.1 and 47.2 (and renumber the remaining subsections) to provide as follows:

47.1 Effective July 1, 1999, employees shall receive a monthly level straight life pension equal to the retiring member's credited years of service multiplied by 2.8% for all years of service (75% cap) of the retiring member's final average compensation. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

Effective Date: July 1, 1999

Current Language:

Section 47.0 – RETIREMENT

47.1 – Employees retiring after December 1, 1982, shall receive a monthly level straight life pension equal to the retiring member's years of credited service multiplied by 2.5% for the first twenty-eight (28) years of service and 1% for each year thereafter of the retiring member's final average compensation.

47.2 – Effective June 1, 1991, retiring sworn officers shall receive a monthly level straight life pension equal to the retiring member's years of credited service multiplied by 2.8% of final average compensation for the first twenty (20) years; 2.0% for the next six (6) years; and 1.0% for each year thereafter. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

The Union accepts the City proposal = a 2.8% multiplier for each year of credited service with a 75% cap of final average compensation.

The City proposal is granted.

Pension Multiplier Cap – Section 47.0 Retirement, Subsection 47.4 – Economic

Union Proposal:

PENSION CAP

Section 47.0 – RETIREMENT

47.4 – A sworn officer's pension at time of retirement shall not be greater than 80% of his/her final average compensation.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

47.4 – A sworn officer's pension at time of retirement shall not be greater than 75% of his final average compensation.

The Union has advanced several pension proposals. The Union stresses that the pension fund is over-funded to the extent that the City has made "zero contributions since Fiscal Year 1997-98." Moreover, the actuarial report of 2001 anticipates that no contribution will be required for the next 17 years. The City points out it "has the lowest retirement eligibility requirements of any of the comparables." As to the over-funding, the City responds that the City has a defined benefit plan:

"...the plan sponsor...bears the financial risk."

Further, "the funding valuations of the City's pension program is subject to market conditions."

Pension Multiplier Cap

Union agrees to 75% cap.

The City proposal is granted.

Final Average Compensation – Section 47.0 – Retirement, Subsection 47.12 – Economic

Union Proposal:

FINAL AVERAGE COMPENSATION

Section 47.0 – RETIREMENT

47.12 – Effective July 1, 1996 final average compensation is one twenty-fourth (1/24th) of the greatest aggregate amount of base salary, longevity and holiday pay paid a member for twenty-four (24) consecutive months of credited service contained within the last one hundred twenty (120) months of credited service. Effective July 1, 1999 final average compensation shall also include 120 hours of sick time and PB days.

City Proposal:

City Final Offer of Settlement

47.12 – Effective June 1, 1993 final average compensation is one twenty-fourth (1/24th) of the greatest aggregate amount of base salary and longevity paid a member for twenty-four (24) consecutive months of credited service contained within the last one hundred twenty (120) months of credited service. Effective July 1, 1996, FAC shall also include holiday pay. Effective July 1, 1999, FAC shall also include uniform allowance and up to two (2) years sick leave incentive pay (ninety-six [96] hours maximum). The employer agrees to review, on an individual basis, cases where an excess of six (6) days are used due serious illness or injury, at the sole discretion of the City Manager, to authorize the application of ninety-six (96) hours utilized sick time to be applied to FAC credit.

Effective Date: July 1, 1999

Current Language:

47.12 – Effective June 1, 1993 final average compensation is one twenty-fourth (1/24th) of the greatest aggregate amount of base salary and longevity paid a member for twenty-four (24) consecutive months of credited service contained within the last one hundred twenty (120) months of credited service. Effective July 1, 1996 FAC shall also include holiday pay.

The Union asks that 120 hours - 96 hours of sick time and 24 hours of personal business - be added to final average compensation. The City offers to include the employee uniform allowance and up to two years of sick leave incentive pay - a maximum of 96 hours. The City stresses that the above items are identical with the additions provided to the COA and ROFFA. The Union is critical of the Employer proposal. It notes that personal business days are related to wages whereas the cleaning allowance has no relation to wages. The Union objects to conditioning the sick leave inclusion to the requirement that the employee sick leave incentive pay be utilized. It is further urged:

"The City does not need a pension penalty to leverage sick time use in the last two years of a unit employee's career."

In regard to internal comparables the Union points to the paramedic increase received by ROFFA and the overtime increase to COA - those increases have the effect of substantially raising FAC - the City argues those items are not relevant.

While the City proposal is the same as that of the Command Unit, it is appropriate to consider the impact on that Unit of the ½ hour of work each day. Similarly, in the Firefighter Unit the paramedic premium enhances FAC for those who receive it - 2/3 of the Unit.

The Union proposal is granted.

Employee Pension Contribution (47.6(a)) – Section 47.0 – Retirement, Subsection 47.6 – Economic

Union Proposal:

EMPLOYEE PENSION CONTRIBUTIONS

Section 47.0 – RETIREMENT

47.6(a) – Effective July 1, 1999, the Police Officer's and Parking Meter Enforcement Officer's contribution to the pension system shall be reduced one (1.0%) percent providing a pension contribution of four (4%) percent. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

City Proposal:

City Final Offer of Settlement

Effective July 1, 1999, Subsection 47.6 will provide as follows:

47.6(a) – Effective June 1, 1999, the Police Officer's and Parking Meter Enforcement Officer's contribution to the pension system shall be reduced one (1%) percent providing a pension contribution of five (5%) percent. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

Effective Date: July 1, 1999

Employee Pension Contribution (47.6(b)) – Section 47.0 – Retirement, Subsection 47.6 – Economic

Union Proposal:

47.6(b) – Effective July 1, 2000, the Police Officer's and Parking Meter Enforcement Officer's contribution to the pension system shall be reduced two (2.0%) percent providing a pension contribution of two (2%) percent. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

City Proposal:

City Final Offer of Settlement

Effective February 28, 2001, Section 47.6 will provide as follows:

47.6(b) – Effective February 28, 2001, the Police Officer's and Parking Meter Enforcement Officer's contribution to the pension system shall be three (3%) percent. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

Effective Date: February 28, 2001

Employee Pension Contribution (47.6(c)) – Section 47.0 – Retirement, Subsection 47.6 – Economic

Union Proposal:

47.6(c) – Effective July 1, 2001, the Police Officer's and Parking Meter Enforcement Officer's contribution to the pension system shall be reduced two (2.0%) percent providing a pension contribution of zero (0%) percent . The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

City Proposal:

City Final Offer of Settlement

Effective July 1, 2001, Section 47.6 will provide as follows:

47.6(c) – Effective July 1, 2001, the Police Officer's and Parking Meter Enforcement Officer's contribution to the pension system shall be two (2%) percent. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

Effective Date: July 1, 2001

Current Language:

47.6 – Effective June 1, 1991, the Police Officer's and Parking Meter Enforcement Officer's contribution to the pension system shall be reduced one (1.0%) percent providing a pension contribution of five (5%) percent. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

The Union seeks to reduce police officers contributions to the retirement system to zero over the term of the contract:

5% to 4% eff. July 1, 1999

4% to 2% eff. July 1, 2000

2% to 0% eff July 1, 2001

The City offers a reduction as follows:

5% to 3% eff. February 28, 2001

3% to 2% eff. July 1, 2001.

The Union emphasizes that the last City contribution 0.42% of Police & Fire payroll occurred in fiscal year July 1, 1996 to June 30, 1997. Moreover, the last actuarial report indicates that no contribution is expected by the City through the fiscal year ending in 2018. It is the Union's view that:

"If the fund does not need the City's contribution, it surely has no need of the employees'"

Given the above, it is argued:

"The ROPOA's position is simply that, in light of the City's zero contribution over the 2 fiscal years directly preceding the contract (in which period the employees continued to contribute), and its zero contribution over the term of the contract, which is actuarially responsible by virtue of the established excellent financial condition of the fund, the employees should not be constrained to contribute either, by virtue of the same consideration."

Insofar as comparables are concerned, the Union says contributions depend on the particular circumstances, but it notes that "employer rates typically exceed employee rates." As to internal comparables, the Union again points to increases in pay to those units. The City says its proposal conforms to that of the Fire Fighters and COA. In terms of external comparables, most have an employee contribution rate above 2%. With reference to its contribution, the City contends it "has contributed large amounts over recent years."

In the absence of some extraordinary circumstance, the Panel is not persuaded that different employee contribution rates should apply to a fund from which all employees receive benefits. Again, the Panel has given consideration to the impact on FAC of the other 312 Units vis-a-vis this Unit.

In regard to the Employer proposal, the Union notes:

"The only reason the February 28, 2001 and July 1, 2001 are extant dates is that they reflect the dates at which the COA and ROFFA voluntarily...conducted their collective bargaining."

On that basis it is argued:

"...the Union proposals to reduce contributions from 5% to 4% effective July 1, 1999 and from 4% to 2% effective July 1, 2000 out to be adopted."

The Union Proposal for July 1, 1999 and July 1, 2000 is granted.

**PSA Employee Pension Contribution (47.7(c)(1)) – Section 47.0 - Retirement,
Subsection 47.7 – Police Service Aides, Subsection (c) – Economic**

Union Proposal:

PSA PENSION CONTRIBUTIONS

Section 47.0 - RETIREMENT

47.7 – Police Service Aides:

(c)(1) – Effective July 1, 1999, the employee's contribution from compensation described in Section 32 (b)(3) of Royal Oak Ordinance 76-7 shall be reduced 1.0% from the current 2.5% - 4.5% to a reduced 1.5% - 3.5%.

City Proposal:

City Final Offer of Settlement

Revise Section 47.0 – Retirement, Subsection 47.7 – Police Service Aides, Subsection (c) to provide as follows:

(c)(1) Effective July 1, 1999, the employee's contribution from compensation as described in Section 32(b)(3) of Royal Oak Ordinance 76-7 shall be 2.5% - 4.5%.

Effective Date: July 1, 1999

**PSA Employee Pension Contribution (47.7(c)(2)) – Section 47.0 – Retirement,
Subsection 47.7 – Police Service Aides, Subsection (c) – Economic**

Union Proposal:

(c)(2) – Effective July 1 2000, the employee's contribution from compensation described in Section 32 (b)(3) of Royal Oak Ordinance 76-7 shall be reduced 1.5% from the current 1.5% - 3.5% to a reduced 0% - 2.0%

City Proposal:

City Final Offer of Settlement

Revise Section 47.0 – Retirement, Subsection 47.7 – Police Service Aides, Subsection (c) to provide as follows:

(c)(2) Effective July 1, 2000, the employee's contribution from compensation as described in Section 32(b)(3) of Royal Oak Ordinance 76-7 shall be reduced from 2.5% - 4.5% to 1.5% - 3.5%.

Effective Date: July 1, 2000

**PSA Employee Pension Contribution (47.7(c)(3)) – Section 47.0 – Retirement,
Subsection 47.7 – Police Service Aides, Subsection (c) – Economic**

Union Proposal:

(c)(3) - Effective July 1, 2001, the employee's contribution from compensation described in Section 32 (b)(3) of Royal Oak Ordinance 76-7 shall be reduced 2.0% from the current 0% - 2.0% to a reduced 0%.

City Proposal:

City Final Offer of Settlement

Revise Section 47.0 – Retirement, Subsection 47.7 – Police Service Aides, Subsection (c) to provide as follows:

(c)(3) Effective July 1, 2001, the employee's contribution from compensation as described in Section 32(b)(3) of Royal Oak Ordinance 76-7 shall be 1.5% - 3.5%.

Effective Date: July 1, 2001

Current Language:

(a) Effective June 1, 1991, employees may retire at age fifty-five (55) with twenty-five (25) years of credited service.

(b) Effective June 1, 1991, eliminate the five (5) percent reduction for Option D.

(c) Effective June 1, 1991, the employee's contribution from compensation as described in Section 32(b)(3) of Royal Oak Ordinance 76-7 shall be reduced from the current 3.5% - 5.5% to a reduced 2.5% - 4.5%.

The Union wants the PSA contribution to the retirement system to be reduced:

2.5% - 4.5% to 1.5% - 3.5% eff. July 1, 1999

1.5% - 3.5% to 0% - 2.0% eff. July 1, 2002; and

0% - 2% to 0% - 0% eff. July 1, 2001

The Union argument is as above. The City proposes a 1.5%/3.5% by July 1, 2000. The City explains that the higher PSA rate becomes effective when they reach the Social Security

maximum and "it is unlikely that the PSA's will reach the higher contribution rate." The City further emphasizes that the 1.5% rate "would tie for the lowest among all City Units."

The Union proposal is rejected.

Surviving Spouse – Section 47.0 – Retirement – Economic

Union Proposal:

Section 47.0 – RETIREMENT

47.0 – Effective July 1, 1999, the retiree's surviving spouse shall receive 100% of the retiree's pension, without reduction. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

None.

The Union seeks to have the retiree's pension continued without any reduction to the retiree's surviving spouse. At present, Unit employees have four options, one of which provides 75% of the pension on the retiree's death. The Fire Fighters and COA have the same 75% provision. The record does not support the Union demand.

The Union proposal is rejected.

PSA – Retirement – Eligibility – Section 47.0 Retirement, Subsection 47.7 Police Service Aides, Subsection (a) – Economic

Union Proposal:

PSA RETIREMENT ELIGIBILITY

SECTION 47.7(a)

1. Effective July 1, 1999 ... may retire after 25 years of credited service.

City Proposal:

City Final Offer of Settlement

Revise Section 47.0 Retirement, Subsection 47.7 Police Service Aides, Subsection (a) to provide as follows:

- (a) Effective June 1, 1991, employees may retire at age fifty-five (55) with twenty-five (25) years of credited service. Effective July 1, 1999, employees may retire at age fifty (50) with twenty-five (25) years of credited service or age fifty-five (55) with twenty (20) years of credited service.

Effective Date: July 1, 1999

Current Language:

47.7 – Police Service Aides:

- (a) Effective June 1, 1991, employees may retire at age fifty-five (55) with twenty-five (25) years of credited service.

The Union wants to change the present PSA retirement eligibility – age 55 and 25 years of service – to the same as applied to police officers – PSAs may retire after 25 years of service. The City has proposed that a PSA may retire at age 50 with 25 years of service or age 55 with 20 years of service. The Union says the actuarial accrued liability of its proposal is \$27,775 and the difference between its proposal and the City's is "wholly incidental." The Union emphasizes:

"Royal Oak PSA's are the only Act 312 eligible employees of CRO who do not have a 25 and out provision."

While the City urges that its proposal is in line with comparables in regard to dispatchers, the

Union notes PSA's "do police function work."

The PSAs do not perform the same duties as Police Officers and therefore elimination of an age requirement is deemed unwarranted.

The Union proposal is rejected.

PSA – Retirement – Multiplier – Section 47.0 Retirement, Subsection 47.7 Police Service Aides, proposed new subsection (d) – Economic

Union Proposal:

PSA RETIREMENT MULTIPLIER

SECTION 47.7(d)

1. Effective July 1, 1999, retiring PSA's pensions will be calculated by multiplying the credited years of service by 3.0% of FAC for all years of service.

City Proposal:

City Final Offer of Settlement

Revise Section 47.0 Retirement. Subsection 47.7 Police Service Aides by adding the following new subsection (d) to provide as follows:

Effective July 1, 1999, retiring Police Service Aides shall receive a monthly level straight life pension equal to the retiring member's years of credited service multiplied by 2.5% of final average compensation for the first twenty (20) years and 2.2% for each year thereafter.

Effective Date: July 1, 1999

Current Language:

None.

The Union accepts the City's offer of 2.5% for the first 20 years of service and 2.2% for each year thereafter.

The City proposal is granted.

PSA – Retirement – Social Security Offset – Section 47.0 Retirement, Subsection 47.7 Police Service Aides – Economic

Union Proposal:

PSA SOCIAL SECURITY OFFSET

SECTION 47

1. Effective July 1, 1999, the Social Security offset used to calculate PSA pensions will be eliminated.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

None.

The Union explains that the PSAs have a dollar for dollar social security benefit offset and it wants to eliminate it. It is noted that nine comparables have no offset and the others are minuscule by comparison to Royal Oak. The City notes the proposal will result in a "first year increase in costs of \$27,241.00." The PSAs are the only social security eligible Royal Oak employees with the offset.

The Union proposal is adopted.

Retirement Buyback – Section 47.0 – Retirement, Subsection 47.11 – Economic

Union Proposal:

RETIREMENT BUYBACK

Section 47.0 – RETIREMENT

47.11 – Effective July 1, 1999, members of the bargaining unit as of that date shall be permitted to purchase up to three (3) years of service credit with the City. Members of the bargaining unit shall have until July 30, 2002 to complete the purchase of said time. If payment is not completed, credit shall be awarded pro-rata. In the event the member deceases prior to June 30, 2002, the employee's spouse shall have the option to complete said payments within 30 days of the death. Purchase of said time may begin after signing this Agreement and may be by means of payroll deduction. The service time purchases shall not be subject to the annuity withdrawal provision under Section 51.4. Service credits purchased under this provision shall have no application to any other provision of the collective bargaining agreement. Total time purchased under this and previous buy back options cannot exceed three (3) years.

City Proposal:

City Final Offer of Settlement

Revise Section 47.0 – Retirement, Subsection 47.11 to provide as follows:

47.11 – Effective July 1, 1999, members of the bargaining unit as of that date shall be permitted to purchase up to three (3) years of service credit with the City for active-duty military service or previous public sector full-time experience (federal state or local) rendered prior to employment with the City. Members of the bargaining unit shall have up to January 1, 2003 to commit for the purchase of said service credit and shall have until December 31, 2005 to complete the purchase of said time. If payment is not completed, credit shall be awarded pro-rata. In the event the member deceases prior to December 31, 2005, the employee's spouse shall have the option to complete said payments within 30 days of the death. Purchase of said time may begin after signing this Agreement and may be by means of payroll deduction. The service time purchased shall not be subject to the annuity

withdrawal provision under Section 51.4. Service credit purchased under this provision shall have no application to any other provision of the collective bargaining agreement. Total time purchased under this and previous buyback options cannot exceed three (3) years.

Effective Date: July 1, 1999

Current Language:

47.11 – Effective July 1, 1996 members of the bargaining unit as of that date shall be permitted to purchase up to three (3) years of service credit with the City for active-duty military service or previous public sector full-time experience (federal, state or local) rendered prior to employment with the City. Members of the bargaining unit shall have up to July 1, 1997 to commit for the purchase of said service credit and shall have until June 30, 1999 to complete the purchase of said time. If payment is not completed, credit shall be awarded pro-rata. In the event the member deceases prior to June 30, 1999, the employee's spouse shall have the option to complete said payments within 30 days of the death. Purchase of said time may begin after signing this Agreement and may be by means of payroll deduction. The service time purchased shall not be subject to the annuity withdrawal provision under Section 51.4. Service credits purchased under this provision shall have no application to any other provision of the collective bargaining agreement. Total time purchased under this and previous buy back options cannot exceed three (3) years.

This is a proposal which would "permit any unit member to purchase up to 3 years of pension service credit." In explanation of its proposal, it is noted:

"The Union proposes to expand the available grounds to provide senior police officers with the opportunity for early outs, under the theory that police work entails sufficient wear and tear to make the buy-back option generally available (i.e., for any employee who nominates himself, and pays for the privilege), rather than strictly for those with prior military or government service experience."

The City stresses "none of the comparables, proposed by either the City or the Union, provide a '22 and out' provision." It is also noted the Fire Fighters and Command Unit have a 25 and out provision. This provision is not supported by Section 9 factors.

The Union proposal is rejected.

Sick Time Payout – Section 29.0 – Sick Leave and Unscheduled Absence, Section 29.8, Subsection (a) – Economic

Union Proposal:

OFFICER SICK TIME PAYOUT

Section 29.0 – SICK LEAVE AND UNSCHEDULED ABSENCE

29.9(b) – In the event ... [same] ... a maximum of six hundred (600) hours ... [same] ... retirement.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

**PSA Sick Time Payout – Section 29.0 Sick Leave and Unscheduled Absence,
Subsection 29.8, Subsection (b) – Economic**

Union Proposal:

PSA SICK TIME PAYOUT

Section 29.0 – SICK LEAVE AND UNSCHEDULED ABSENCE

29.9(b) – In the event ... [same] ... a maximum of six hundred (600) hours ... [same] ... retirement.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

29.8 - (a) In the event of retirement, any sworn officer having a sick leave balance shall be paid for the sick leave balance at the time of retirement up to a maximum of Four Hundred Ninety (490) hours. Such pay shall be at the employee's base rate in effect at the time of his/her retirement.

(b) In the event of retirement, any Police Service Aide having a sick leave balance shall be paid for the sick leave balance at the time of retirement up to a maximum Four Hundred Forty (440) hours. Such pay shall be at the employee's base rate in effect at the time of his/her retirement.

The Union seeks to increase sick time payout at retirement from 490 hours for POs and 440 hours for PSAs to 600 hours for both. The Union says its proposal is an incidental cost to the City. It is also noted that sick leave payout was last adjusted in 1991. The City contends that comparables do not support the demand and, internally, only the Fire Fighters have more payout. It is noted, however, "the proportion of number of hours worked is the same as that for the police officers." The increase in sick leave payout does encourage the reduced use of sick time.

The City reference to the cost of this item is significantly skewed by the fact that everyone will not retire in one year – the additional cost in a given year is 110 hours per PO and

160 hours per PSA.

The Union proposal is granted.

**Holidays/PB Days – Section 32.0 – Holidays/Personal Business Day, Subsection 32.6
– Economic**

Union Proposal:

Section 32.0 – HOLIDAYS/PERSONAL BUSINESS DAYS

32.6 – Holidays and PB days will be paid at the ... [same] ... pay).

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

32.6 – Holidays will be paid at the maximum regular hourly classification rate. (Exclusive of shift or other work premium pay).

The thrust of this proposal is to treat personal business days the same as holidays. The City demonstrated that this proposal is not supported by external or internal comparables.

The Union proposal is rejected.

The Parties differ as to whether the following are Economic or Non-Economic Issues – The Union says they are Non-Economic.

2. Management Rights – Section 6.0 – Management Rights, Subsection 6.1, subsection (e)

Union Proposal:

Section 6.0 – MANAGEMENT RIGHTS

6.1(e) – To hire, assign and lay off employees;

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

(e) To hire, assign and lay off employees, to reduce the work week or effect reduction in the hours worked by combining lay-offs and reductions in work week or work day;

The Union wants to delete from the City Management Rights, the right:

“...to reduce the work week or effect reduction in the hours worked by combining layoffs and reductions in work week or work day.”

The Union notes that by virtue of 14.1(e) – a no layoff provision – the above language “is effectively rendered nugatory.” The Union’s concern is that the City might institute a “4 x 10 work week, or a 36 hour work week. The Union contends it would be better to bargain such a change on a “prospective basis” rather than “in effect bargaining.” The City stresses that all City Units “have language which gives to the City the right to control work weeks.” The City concern is that “it is the aim of the Union to require the City to go to impasse before any reduction in the work week could be made....” The Union has not met its burden.

The Union proposal is rejected.

Management Rights – Section 6.0 – Management Rights, Subsection 6.1, subsection (g)

Union Proposal:

6.1(g) - [Eliminate].

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999.

Current Language:

(g) To establish, combine, or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications.

The Union proposes to eliminate the City right to:

“...establish, combine, or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications.”

The Union concedes that “it is true the objectionable reservation of unilateral authority has never been used.” The Union did express concerns, however, based on the Chief’s testimony at the Hearing. Again, the City notes the provision is common to all Act 312 eligible Units and it has been in existence “for at least the last 17 years.” The City relies on the Chief’s testimony:

“...in order to be effective, the Police Department needs to be able to continuously assess its functions and to determine whether it should be providing new and/or different services.”

The Panel is not satisfied that the Union has met its burden.

The Union proposal is rejected.

Management Rights – Section 6.0 – Management Rights, Subsection 6.2

Union Proposal:

Section 6.0 – MANAGEMENT RIGHTS

6.2 – Personnel rules and work rules and regulations previously adopted by the Employer and not inconsistent with the provisions of this Agreement shall continue in effect. The Employer retains the right to make reasonable modifications of such rules and to adopt reasonable new rules, but no such modifications shall be made and no such new rules shall be adopted without prior consultation with the Union at least thirty (30) days prior to the effective date of any such change in rules. In the event the Union contends that any such new rules or modified rule is unreasonable, it may process its complaint through the grievance procedure. The filing of such a grievance shall have the effect of staying the modified rule or new rule until the grievance has been settled.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

6.2 – Departmental rules and regulations previously adopted by the Employer, and not inconsistent with the provisions of this Agreement shall continue in effect. The Employer retains the right to make reasonable modifications of such rules, and to adopt reasonable new rules, but, except in cases of emergency, no such modifications shall be made, and no such new rules shall be adopted without prior consultation with the Association. In the event that the Association contends that any such modified rule or new rule is unreasonable, or a rule is unreasonably applied, it may process its complaint through the grievance procedure. The filing of such grievance shall have the effect of staying the modified rule, or new rule, for a period of ten (10) days, which time shall be used to present arguments to the City Manager for a decision. In such event, the City Manager shall make written disposition of same

within five (5) working days, excluding Saturday, Sunday and holidays. In the event the City Manager shall find in favor of the new or modified rule, the Association may then proceed immediately to arbitration on the question as set forth in Section 10.5 Step 5 of this Agreement without going through the preliminary steps of the resolution of dispute procedure.

The Union seeks a provision found in the Fire Fighter Agreement relative to adoption of new work rules by the City. The net impact is that a 30 day consultation period and a stay of the new rule until a grievance has been resolved. The City contends it "has a greater need to be able to quickly implement and modify its work rules in the Police Officers Unit than it does in the Fire Fighters Unit."

It is further argued:

"The current language also allows an arbitrator the ability to award money damages to compensate any Union member or members."

While the Union proposal mirrors that of the Fire Fighters, it is noted by the City:

"...other than the Fire Fighters, no other City unit has a contract provision which bars the City from implementing new rules or regulations pending the outcome of a Union grievance."

With reference to external comparables, the City referenced the testimony of its Witness:

"...two communities had no language concerning the implementation or modification of work rules. Of the remaining comparables, all reserved the right to modify or implement rules and regulations."

The Union proposal is rejected.

Negotiation Committee – Section 9.0 – Representation, Subsection 9.1

Union Proposal:

Section 9.0 – REPRESENTATION

9.1 – The Association shall be represented in all negotiations by a Committee chosen by the Association.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

9.1 – The Association shall be represented in all negotiations by a Committee of the Association. The Committee shall be composed of the President, Vice-President, Secretary, Treasurer, Sergeant-at-Arms, and immediate past President.

The Union wants to change language in regard to its negotiating team:

“The Association shall be represented in all negotiations by a Committee chosen by the Association.”

The City stresses that the number of persons - six - on the negotiating team “is more favorable to this union than that found in the comparable communities and the other City Units.” To the extent that the Union has concerns relative to the designation of individuals on the team, it was not shown that has created a hardship. The need for a change has not been established.

The Union proposal is rejected.

Representation – Section 9.0 – Representation, Subsection 9.4

Union Proposal:

Section 9.0 – REPRESENTATION

- 9.4 The President and members of the executive board of the Association shall receive eight (8) hours pay per day at straight time while in attendance at conferences, training sessions or the like, provided such conferences or training sessions are agreed upon in advance of registration by the ROPOA and the City. In addition, the President of the Association, or in his/her absence a designated officer of the Association, shall be eligible for overtime as specified under Section 16.0 of this Agreement if he/she is called back to duty by the chief or his/her designated representative for the purpose of general discussion or grievance processing. Provided, further, in no event shall a member of the Royal Oak Police Officers' Association negotiating team be entitled to overtime for negotiating sessions.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

9.4 – The President of the Association shall receive eight (8) hours pay per day at straight time while in attendance at conferences, training sessions or the like, provided such conferences or training sessions are agreed upon in advance of registration by the ROPOA and the City. In addition, the President of the Association, or in his/her absence a designated officer of the Association, shall be eligible for overtime as specified under Section 16.0 of this Agreement if he/she is called back to duty by the chief or his/her designated representative for the purpose of general discussion or grievance processing. Provided, further, in no event shall a member of the Royal Oak Police Officers' Association negotiating

team be entitled to overtime for negotiating sessions.

The Union proposes to include members of the Executive Board to receive pay – straight time earnings – while attending conferences, etc. At present only the Union President has that benefit. The Union explains:

“The rationale behind this proposal is to permit other Union Board members to attend a conference or training session, and specifically to permit a replacement for the President should s/he not be available.”

The Union emphasizes:

“...any such time is subject to the advance approval of the Chief.”

The City points out that the Union proposal does not state alternate members may attend conferences, etc. if the President of the Union is not available. It is noted that the comparables have a limit on the amount of paid time relative to attending conferences. The Panel does not perceive that the proposal has merit given that it is rather broad in scope.

The Union proposal is rejected.

4. Parking Enforcement – Section 41A.0 – Parking Enforcement

Union Proposal:

Parking Enforcement (per ROPOA's statement at Hearing, it withdraws its earlier-submitted proposal, and takes the position that the section should be eliminated, for the reason that the agreement underpinning it, that part-time parking enforcement officers shall not be part of the unit, is a permissive subject respecting which the ROPOA declines to bargain; the Union will brief this issue.)

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

Section 41A.0 – PARKING ENFORCEMENT

41.A.1 The City may hire part-time parking enforcement officers with the following guarantees:

- (a) The City will guarantee ten (10) full time Police Service Aide positions and one (1) full time parking enforcement position. Upon retirement of the present Parking Meter Enforcement Officer, the City will guarantee eleven (11) full time Police Service Aide positions.
- (b) Part time employees will not be eligible to work Police Service Aide duties other than parking enforcement. Part time parking enforcement officers shall not be part of the bargaining unit nor covered by this agreement, it being understood that the City shall have the right to determine compensation and working conditions for such personnel.
- (c) This agreement does not preclude the Employer from utilizing full time PSAs for parking enforcement.

The Union seeks to remove from the Agreement the current provision which states that

part-time parking enforcement officers "shall not be part of the bargaining unit." The Union points out that "the part-time PMEO's determined to seek representation by the ROPOA" and "the matter will be dispositively resolved by MERC in the near future." The City explains that the provision was an outgrowth of a requirement that the City maintain 10 full-time PSA positions:

"In exchange for that provision, the contract allows the City the right to hire part-time personnel...."

The City disputes that this is a permissive subject of bargaining and, even if it is permissive, "there can be no dispute that the Union agreed to bargain on this topic and included it in the contract."

The Panel is in receipt of a decision from the Michigan Employment Relations Commission which is dispositive of the issue presented.

The Parties agree that the following are Non-Economic Issues.

1. **Grievance Procedure – Section 10.0 – Grievance Procedure, Subsection 10.5, subsections Step 2, Step 5 and Step 5(a) and Subsection 10.6 – Non-Economic**

Union Proposal:

Section 10.0 – GRIEVANCE PROCEDURE

10.5 –

Step 2 – ... [same] ... (Exhibit A), within five days (excluding Saturdays,, Sundays and holidays) ... [same] ...

Step 5 – ... [same] ... shall have thirty (30) days (excluding Saturdays, Sundays and holidays) ... [same] ...

(a) ... [same] ... within thirty (30) days (excluding Saturdays, Sundays and holidays ... [same] ...

10.6 Grievances not appealed or answered within the specified time periods shall automatically be referred to the next step. The Union may reserve its right to challenge reprimands in subsequent proceedings involving progressive discipline by written notice to the City.

City Proposal:

City Final Offer of Settlement

Section 10.0 – Grievance Procedure, Subsection 10.5 –

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: Date of the Award

Current Language:

Section 10.0 – GRIEVANCE PROCEDURE

10.5 –

Step 1 – ... [same] ... (Exhibit A), within seventy-two (72) hours

(excluding Saturdays, Sundays and holidays) ... [same]...

Step 5 – ... [same] ... shall have thirty (30) days ... [same] ...

(a) ... [same] ... within thirty (30) days ... [same] ...

10.6 – Any grievance not appealed from a decision in one of the Steps of the above procedure, to the next step, as prescribed, shall be considered dropped. The City shall not be authorized by this procedure to file grievances against the Association.

This proposal has 3 components:

- (a) The Union wants to increase the amount of time for submission of a written grievance from 72 hours to five days and invocation of arbitration from 30 days to 30 days excluding weekends and holidays;
- (b) A grievance which is not appealed timely advances to the next step rather than being deemed dropped; and
- (c) Union preserves its right to challenge reprimands in subsequent proceedings involving progressive discipline.

The City faults the Union for not presenting any supporting evidence on items 1 “other than Union President Race’s self-serving comments.” The City asserts the external and internal comparables – the Act 312 eligible Units have the same Step 2 and arbitration time limits – support its position. As to the second item the City says the comparables provide a grievance not processed to the next step by the Union is considered abandoned or settled based on the Employer’s last answer. Internal comparables are cited in support of the City’s position. On the matter of written reprimands, the City reiterates that “the Union has offered no evidence in support of its last best offer.” The City stresses that the Union proposal would allow “the Union to contest written reprimands relied upon for progressive discipline at any time by submitting a written notice to the City.”

It is not indicated that the Grievance Procedure has disadvantaged the Union to the extent that it requires the changes proposed herein.

The Union proposal is rejected.

2. **Seniority – Section 11.0 – Seniority – General, proposed new Subsection 11.7 – Non-Economic**

Union Proposal:

Section 11.0 – SENIORITY – GENERAL

11.7 – An employee promoted out of the bargaining unit for more than 18 months may not be returned to the bargaining unit.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

None.

The Union seeks a provision that an employee promoted out of the unit for more than 12 months may not be returned to the bargaining unit – at present the individual who is returned to the bargaining unit retains the seniority s/he earned in the other unit. The Union argues:

“...There is neither rhyme nor reason why ROPOA unit members, who during the time the promoted non-unit employee is getting seniority and service credit in the COA unit are earning their own seniority and service credit in the ROPOA unit, should be prejudiced in their standing viz-a-vis other unit members by the unrestricted re-introduction of a non-unit member. Nor should the ROPOA be placed in the position of having to assert the re-introduced employee's rights viz-a-viz its own unit members.”

The City alludes to the possibility of a layoff in the Command Unit, however, that seems unlikely. The City also notes “it is quite possible for someone to be a very fine Police Officer but not care for the work of a Command Officer.” Another scenario advanced by the City is one where a Command Officer seeks to return to the Police Officer Unit because of stress.

The Union approach is regarded as overbroad. That is to say seniority for service in another Unit may be a valid concern. Here, the proposal is much broader in that it prohibits one from returning to the Bargaining Unit.

The Union proposal is rejected.

3. Work Schedule – Section 15.0 – Work Schedule, Subsection 15.2 – Non-Economic

Union Proposal:

Section 9.0 – WORK SCHEDULE

15.2 – The work week and work shifts in place at the commencement of this agreement shall remain in place through the term of this agreement, except as modified pursuant to the City's duties and the Association's rights under the Public Employment Retirees Act (PERA).

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

15.2 – The determination of starting times and work schedules shall be made by the Chief of Police, but in the event of any proposed major changes in work schedules (such as, by way of illustration, a change to a four (4) day work week) advance notice of such proposed change and an opportunity for prior consultation shall be afforded to the Association. Shift change shall not be made for disciplinary reasons.

The Union wishes to replace the existing provision allowing the Chief to determine starting times and work schedules after consultation with the Union, with the following:

“The work week and work shifts in place at the commencement of this agreement shall remain in place throughout the term of this agreement, except as otherwise modified by collective bargaining.”

The Union objects to the Employer having “absolute power” over hours of employment. While the Union acknowledges that most comparables have the right to “schedule” work, most do not have the right “to change starting times and work schedules at any time without reason.” The Employer stresses the language has been in the contract for more than 17 years and no change in starting time or work schedule has occurred during that time. The Employer contends that most comparables do have language which reserves the managerial right to set starting times and work

schedules. The City did point to the testimony of Chief Quisenberry who did state the need to make changes might become necessary. While the Panel is not convinced a change in language is warranted, it does caution that a wholesale change could be disruptive and counter-productive.

The Union proposal is rejected.

4. Uniforms – Section 18.0 – Uniforms, Subsection 18.3 – Non-Economic

Union Proposal:

Section 18.0 – UNIFORMS

18.3 – Employees shall have the option of wearing short-sleeve shirts as winter uniform. Employees shall not be required to wear ties or hats as part of any uniform.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

18.3 - Employees shall have the option of wearing short-sleeve shirts with tie as winter uniform.

This proposal by the Union would eliminate any requirement that employees wear ties or hats as part of the uniform. The Union says the proposal “is simply to contractually ratify what is a present option for unit personnel.” It is asserted that the proposal is not merely one of comfort, but also one of safety – “the clip on ties could be used against an officer, and hats bear a large badge that could put an officer at risk at night.” Chief Quisenberry testified in opposition to the proposal. The Panel does not discern that the proposal has merit.

The Union proposal is rejected.

5. Emergency Leave – Section 35.0 – Emergency Leave, Subsection 35.1 – Non-Economic

Union Proposal:

Section 35.0 – EMERGENCY LEAVE

35.1 – In the event that a permanent or probationary employee's current spouse, child, parent or other relative living in the employee's household becomes ill or incurs an injury of an emergency nature, the employee, upon furnishing a written statement from the attending physician to the employee's unit commander validating the emergency, shall be paid his/her regular wage for his time away from work, and the time taken shall be deducted from the employee's accrued and unused sick leave benefits in an amount of time ranging from one (1) hour, or, at the employee's option, emergency leave may be credited against any banked time. Such time may be used in a period of not less than one (1) hour. Access to this leave shall apply only so long as the emergency medical condition obtains.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

35.1 – In the event that a permanent or probationary employee's current spouse, child, parent living anywhere or other relative living in the employee's household becomes ill or incurs an injury of an emergency nature, which would compel the employee to leave his/her employment in order to take the above-defined relative to either a hospital or doctor's office, the employee, upon furnishing a written statement from the attending physician to the employee's unit commander validating the emergency, shall be paid his/her regular wage for his time away from work, and the time taken shall be deducted from the employee's accrued and unused sick leave benefits in an amount of time ranging from one (1) hour, but not to exceed twenty-four (24) hours in any one fiscal

year, or, at the employee's option, emergency leave may be credited against vacation or personal business days. In the event that vacation or personal business days are used for emergency leave, such time may be used in a period of not less than one (1) hour.

The current provision allows an employee for enumerated individuals to be given time not to exceed 24 hours in a fiscal year – to transport the individual to a medical facility. The Union seeks to eliminate the provision – compelled to transport the relative to a medical facility. It is also proposed that the 24 hours be eliminated. The Union explains:

“The purpose of the proposed change is to ensure that an employee with a family medical emergency, who shouldn't be working any way (and who would likely be released), is able to attend to the situation.”

The City points out:

“The Union would turn emergency leave into an unending leave by removing the 24-hour limit. The Union's proposal would also remove any requirement that the Unit member transport the relative to the hospital. In doing so, a Unit member would have a contractual right to take a virtually unlimited amount of leave in the event that a family member has any form of medical emergency.”

The Panel agrees with the City that the proposal is far-reaching in that it would no longer be applicable to those situations where immediate involvement by the employee is needed.

The Union proposal is rejected.

6. Disciplinary Procedures – Section 48.0 – Disciplinary Proceedings Against Association Members, Subsection 48.3 – Non-Economic

Union Proposal:

Section 48.0 – DISCIPLINARY PROCEDURES AGAINST ASSOCIATION MEMBERS

48.3 – Disciplinary action placed in a unit employee's file shall be subject to the following:

- (a) Oral and written reprimands removed after 12 months from date of discipline.
- (b) All other discipline removed after two years from date of discipline.
- (c) The employee may request removal of the subject discipline from the employee's file upon expiration of the indicated time periods. Prior discipline may not be used for further disciplinary purposes after the indicated time periods, irrespective of whether the employee has requested its removal from his/her file.

City Proposal:

City Final Offer of Settlement

Maintain status quo. Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: July 1, 1999

Current Language:

48.3 – Disciplinary action placed in the Employee's file shall be subject to the following:

- (a) Oral reprimand removed after one year from date of discipline. If no additional discipline is enacted, it is removed from the officer's file at the officer's request.
- (b) Written reprimand removed after two years from date of discipline. If no additional discipline is enacted, it is

removed from officer's file at the officer's request.

- (c) One to five day suspension removed after three years from date of discipline. If no additional discipline is enacted, it is removed from officer's file at the officer's request.
- (d) Greater than five day suspension removed after six years from date of discipline. If no additional discipline is enacted, it is removed from officer's file at the officer's request.
- (e) Any disciplinary record placed in the file shall be maintained there for an additional year if other discipline is imposed during the time period in which the discipline remains in the file. No disciplinary record shall be maintained in the file beyond the one (1) year extension.

This proposal seeks to reduce the amount of time for removal of discipline from an employee's personnel file:

"The Union's proposal is to place a 1 year limitation period on reprimands (oral or written), and a two year limitations period on all other discipline."

The Union concedes that comparables "are all over the map." The City stresses that the current time limits "are exactly the same as found in the Command Officers' and Detectives' contracts...." The City says "the current provisions also compare favorably with that found in the comparable communities." The City also references the testimony of the Chief on this issue. The Panel is not satisfied that a change is needed.

It should be obvious that the more removed in time an incident, the less impact it will have as to the present. Again, this matter should be addressed by the Parties.

The Union proposal is rejected.

CONCLUSION

The Award herein is necessarily the result of consideration of the above noted Standards For Decision. To the extent that the Parties herein have proposed changes in longstanding benefits and working conditions, the Panel has adopted the view of the Parties themselves that a change should be made only when a need has been clearly demonstrated. The Panel has also given consideration to the following found in the Roumell Award dated December 27, 1997 between the City of Royal Oak and the Firefighters:

“The ‘art of the possible’ criteria stands for the proposition that in any bargaining, parties have respective positions; that each party’s table or doctrinaire position, if there is to be an agreement, will not be the basis for an agreement. Instead, the parties, to reach an agreement, must each move toward the middle, i.e., each other’s position. This is the origin of the ‘art of the possible’ concept, namely, what is possible, how is it possible to reach agreement?”

There is also a criteria sometimes referred to by fact finders as the ‘strike’ criteria which utilizes the results of strikes in the area as a guide to a possible settlement. The ‘strike’ criteria can also be utilized in assessing whether the parties, if a strike was an option, would permit an issue to cause a strike, especially if all other issues were settled. What perhaps the strike criteria does is to emphasize the ‘art of the possible’ because, even in strike situations, compromises lead to contract settlements.”

To a significant extent, it appears that many of the proposals submitted to the Panel are largely the result that this is the first time the Parties herein have utilized the provisions of Act 312 to achieve an Agreement. The above commentary serves as a reminder and an admonition that an Act 312 Panel should exercise restraint and resist the invitation to cure all of the perceived ills in a single contract.


The Panel has given consideration to the matter of parity, especially as to Act 312 eligible Units. The concept of parity is not all-inclusive. Arbitrator Wolkinson, in his Award dated September 14, 1993 between the City of Royal Oak and the Firefighters, stated:

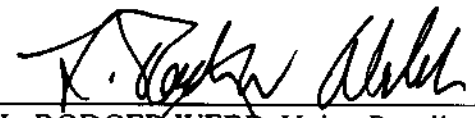
"Nor does this panel find persuasive the City's arguments that parity did not exist because the parties have historically negotiated differences in other benefits such as leave of absences, meal allowances, shift premiums and the like. This argument is misplaced because the fact that the parties have negotiated different benefits in certain areas does not mean that they have not endorsed the concept and practice of wage parity. Furthermore, it is to be expected that differences in conditions of employment between police and fire units will preclude uniformity in many subject areas such as hours, shift premiums and meal allowances."


In this instance, those items in existence for a long period of time have not been changed simply because changes have been made with other units. Absolute uniformity is not practical in all areas.

Consideration has also been given to the fact that in some cases changes, which have been proposed here, have been accomplished in other bargaining units. Often times they occurred in the context of significant other changes in regard to wages, hours or conditions of employment. The Award herein is not one involving major changes. It is, after all, a fact that the Parties have in the past successfully negotiated Agreements without the need to resort to Act 312. That history is indicative that the Parties are able to address their concerns with the result that in this instance Panel restraint is warranted.

Dated: September 16, 2002


JOSEPH P. GIROLAMO, Panel Chairperson


L. RODGER WEBB, Union Panelist
Concurs as to those issues awarded to the Union and
dissents as to those awarded to the City.


DENNIS B. DuBAY, Employer Panelist
Concurs as to those issues awarded to the City and
dissents as to those awarded to the Union.