

Sub. 6/89

State of Michigan

Statutory Labor Arbitration Panel
(Pursuant to Act 312, P.A. 1969 as amended)

Michigan Employment Relations Commission Case #L-88-K-915

IN THE MATTER OF ARBITRATION
BETWEEN
CITY OF HUDSONVILLE, MICHIGAN
AND
MICHIGAN FRATERNAL ORDER OF POLICE

OPINION AND AWARD

<u>Chairman of Arbitration Panel:</u>	-	<u>Dawson J. Lewis</u>
<u>City's Delegate:</u>	-	<u>Leon Van Harn</u>
<u>Union's Delegate:</u>	-	<u>Fred Le Maire</u>
<u>Representing City:</u>	-	<u>Eugene Alkema</u>
<u>Representing Union:</u>	-	<u>John Lyons</u>

PRE-ARBITRATION CONFERENCE: - January 31, 1989
(Note: In lieu of a pre-hearing conference, a conference telephone call was made to the interested parties).

Hearing Held: - March 20, 1989 in offices of the
City of Hudsonville, Michigan.

Exchange of Final Offers of Settlement: - March 24, 1989

Briefs Received: - May 1, 1989

Executive Meeting of Arbitration Panel: - May 17, 1989

Opinion and Award Issued:

1. Introduction:

Pursuant to Section 3 of Public Act 312, a petition for arbitration was filed by the above named Union, dated April 11, 1988. In the petition the Union stated they had engaged in good faith bargaining and mediation and the parties to the contract had not succeeded in resolving eighteen (18) specific issues. Therefore, this matter came on for hearing before the panel of arbitration appointed pursuant to the terms of Act 312 (P.A. 1969, as amended) for the purpose of hearing and deciding these unresolved issues and a new contract between the parties shown above.

Pursuant to the statute, Dawson J. Lewis was appointed by the Michigan Employment Relations Commission to serve as chairman of the arbitration panel. The other two members of the panel, selected by the respective parties were Mr. Leon Van Harn for the Employer and Mr. Fred Le Maire for the Union.

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

RECEIVED

Hudsonville City

A pre-arbitration conference was held January 31, 1989, by a telephone conference call to:

Mr. John Lyons	-	Attorney, F.O.P.
Mr. Fred Le Maire	-	Representative, F.O.P.
Mr. Eugene Alkema	-	Attorney, City of Hudsonville
Mr. Dawson Lewis	-	Chairman, Act 312

(Note: Mr. Leon Van Harn, Panel Member, City of Hudsonville, was not appointed to the panel until the hearing on March 20, 1989).

The purpose of the pre-hearing conference telephone call was to allow the parties the opportunity to acquaint the panel members regarding the unresolved issues. The parties stipulated that all of the issues, submitted by the Union, in the petition for arbitration, filed April 11, 1988, were resolved except the following:

- 1.) Lay-off and Recall Procedure.
- 2.) Grievance language pertaining to selection of arbitrator.
- 3.) Shift schedules.

The arbitration panel conducted a hearing on March 20, 1989. As a result of the hearing, the issue of shift schedules was resolved by the parties, therefore, only two issues remained to be decided by the panel:

- 1.) Lay-off and Recall Procedure.
- 2.) Selection of arbitrator.

Inasmuch as the two remaining issues were non-economic issues, the last best offer provision of Section 8 of the Act did not apply. However, the parties agreed to submit their last best positions on the matters in dispute and allow the panel of arbitration to select the position of either party relative to the matters in dispute; the wording of the disputed contract provisions submitted by each party was not necessarily binding on the panel of arbitrators.

The positions of the parties relative to the two remaining issues were sent to the Chairman of the panel with copies to the two other panel members.

The City's offer was transmitted by letter, dated March 24, 1989, and signed by Mr. Eugene Alkema, Counsel for the City.

The Union's offer was transmitted by letter, dated March 23, 1989, and signed by Mr. John Lyons, Counsel for the Union.

Subsequently, the parties mailed their briefs to the chairman of the arbitration panel; the copies of the briefs were forwarded to opposing counsel and to the other panel members. On May 17, 1989, the panel met in executive session to consider the evidence and arguments, in support of the parties' positions on the issues, advanced by each.

It should be emphasized that the panel members representing the City and Union disagreed with certain of the findings and awards set forth hereinafter. Each generally supported the position taken by the party by which he was appointed to the panel. Accordingly, the signature of either of the partisan panel members at the conclusion of this opinion and award does not represent a

concurrence in each and every element of the final award, but does constitute a recognition that there exists a majority vote in support of each item contained in the final award.

BACKGROUND

The City and F.O.P., representing the full time and regular part time Police Officers, commenced bargaining for a collective bargaining agreement for the police officers employed by the City; the authorized complement of the police force consists of seven (7) part time police officers and three (3) full time police officers. In addition, six (6) reserve officers are authorized to be utilized at the discretion of management; these officers are not members of the bargaining unit and are not represented by the Union.

After numerous bargaining sessions, there remained several unresolved issues and the Union requested mediation.

The meeting with the mediator failed to resolve the disputed issues and the Union subsequently on April 11, 1988, filed a petition for interest arbitration under the provisions of Act 312. No issue with respect to the proper appointment or constitution of the arbitration panel was raised during the course of these proceedings. Neither was any question raised about the arbitrability of the issues raised by the City or the Union.

LAST BEST OFFERS

The parties exchanged their last best offer on each of the two remaining non-economic issues:

Issue #1

LAY-OFF AND RECALL

A. Current Provision: None

B. Unions: Final Offer:

FOP Proposal
City of Hudsonville

Section 1. When the City determines that it is necessary to layoff employees the layoff of employees shall be made in the following manner:

Probationary Part-time employees
Probationary Full-time employees
Non-Probationary Part-time employees
Non-Probationary Full-time employees

In recalling of employees the City shall recall in the reverse order stated above.

Section 2. Employees to be laid off shall be given at least ten (10) calendar days prior notice.

Section 3. Employees who are on layoff on the vacation eligibility date and who are otherwise eligible for vacation pay will be paid vacation pay prorated on the basis of time worked.

Section 4. Employees who are laid off shall be eligible for recall to work in their classification for a period of six (6) months or the length of their length of continuous service with the City, whichever is greater.

Section 5. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority lists.

C. City's Final Offer:

ARTICLE X

LAYOFF AND RECALL

Section 1. When the City determines that it is necessary to lay employees off from a classification, probationary employees in the classification involved shall be laid off first. Thereafter, employees with the least amount of seniority in the classification shall be laid off.

Section 2. In recalling employees to a classification, laid off employees with the greatest seniority in that classification shall be the first to be recalled.

Issue #2

SELECTION OF ARBITRATOR

Union's Final Offer

Step #4 If the grievance disposition given in Step #3 is not considered satisfactory, the Union may appeal the grievance to arbitration. Within fifteen (15) working days after receipt of the decision of the Personnel Committee, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of arbitrators. A copy of the request shall be given to the City Manager. Upon receipt of the list of arbitrators, the Union and the City shall alternately strike names from the list, with the right of the first strike to be decided by a flip of a coin. After names have been struck by each party, the remaining name shall be the arbitrator. It shall be the responsibility of the Union to notify FMCS of the selection. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee(s), the Union and the City.

City's Final Offer

ARTICLE XIXGRIEVANCE PROCEDURE

Step #4 If the grievance disposition given in Step #3 is not considered satisfactory, the Union may appeal the grievance to arbitration. The arbitrator shall be a resident of the County of Ottawa selected by mutual agreement of the City and the Union within thirty (30) days after the execution of this Agreement. If the parties are unable to agree on an arbitrator within that time, such grievances shall be decided by an arbitration panel of three members, one to be selected by the City, one by the Union and the third by the first two. All three panel members shall be residents of the County of Ottawa. Decisions on grievances within the jurisdiction of the arbitrator or of the arbitration panel shall be final and binding on the City, Union and the employee or employees affected.

FINDINGS AND CONCLUSIONS

The following opinions and orders have taken into consideration each of the factors enumerated in Section 9 of Act 312. Section 9 of Act 312 lists the eight areas upon which the Arbitration Panels shall base its final opinions and orders as follows:

- (a) The lawful authority of the Employer.
- (b) Stipulation of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services 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 service or in private employment.

Relative to the above eight (8) areas listed in Section 9 of Act 312:

- a) There was no question of the lawful authority of the Employer.
- b) The parties stipulated there are two issues in dispute.
- c) The Employer did not assert the "ability to pay" as a defense. - N.A.
- d) Comparison of wages, etc. of other employees performing similar services in public employment in comparable communities. - N.A.
- e) The COLA factor. - N.A.
- f) The overall compensation received by the employees. - N.A.
- g) No changes occurred during pendency of arbitration proceedings.

Section 10 of Act 312 indicates that the decision of the Arbitration Panel must be "supported by competent, material and substantial evidence on the whole record." The onus is on the parties to introduce supporting evidence, within the evidentiary guidelines as detailed in Section 9 of the statute. The Panel is required to make written findings of fact and to promulgate a written opinion and order based upon the record developed by the parties. In effect, then, any finding, or opinion, or order of the Panel on any issue must emanate from a consideration of the eight listed Section 9 factors as applicable.

The panel has agreed, as subsequently stipulated by the parties, that because of the similarities in population and residential and business configuration, the geographic proximity, the comparable level of city services offered the communities of North Muskegon, Mi., Coopersville, Mi., Rockford, Mi., South Haven, Mi., Sparta, Mi., Cedar Springs, Mi., Zeeland, Mi. and Montague, Mi. will be used for comparisons. These comparisons and the elements contained in Section 9 of Act 312 previously described herein have been the basis of the following findings, opinions and orders.

Issue # 1

LAYOFF AND RECALL

The Union states the language proposed in the Union's last best offer regarding layoff and recall of employees is designed to protect the full time employees with the notion of last in, first out; or inverse order of seniority as to full time employees when in a layoff/recall situation.

The City's proposal, to lay off and recall by classification seniority, would allow Management to decide whether the operation of the police force would require the services of a certain number of part-time regular police officers and a certain number of full-time officers and, further, in the event of the addition to the police force of specialized classifications, such as detective or dispatcher, a layoff in these classifications would be made without affecting the classifications of part-time regular police officers or full time police officers.

The Union's proposal, if accepted, would require the layoff of all regular part-time police officers, regardless of their seniority, before any full-time police officers could be laid off; this procedure could result in long service employees being laid off while full time police officers with less seniority are retained on the force.

Further, the Union's proposal would erode the management's rights clause (Article 11, Section 1), that has been agreed to by the parties, in that the right of management "to determine all matters pertaining to the services and

programs to be furnished and the methods, procedures, means required to provide such service or program would be compromised; no longer would management have the sole right to determine how the services of the police force would be provided. Further, the right, now vested in management, "to establish classifications of work and the number of personnel required"; "to direct and control operations"; "to discontinue, combine, or reorganize any part of all its operations" would no longer be vested exclusively in the management of the City and its police department.

It cannot be overlooked that, if the Union's proposal was accepted, the long service part-time police officers would be discriminated against by being laid off while short term full time police officers would continue to be employed; for example, when the present job vacancy in the full time police officers' group is filled there could be an employee with low seniority in the department while long service part-time employees would be on layoff status.

Further, an examination of the contracts of the ten (10) comparable communities reveals that only five (5) of the group recognize part-time regular police officers as members of the bargaining unit; the other five communities exclude them.

The five communities that do recognize part-time regular police officers as members of the bargaining unit are:

- a) Cedar Springs
- b) Coopersville
- c) North Muskegon
- d) Zeeland
- e) Rockford

In the case of Cedar Springs, the part-time bargaining unit members are first to be laid off; then, the probationary employees and last the full time bargaining unit members. (A rather unique system in that probationary employees are not subject to lay off until all part time employees are laid off.)

In the case of Coopersville, the probationary employees, in the affected job classification, are first to be laid off; next, the regular part-time employees, in the affected classification, are subject to lay off and last, the full time officers in the affected classification are subject to lay off.

The contract, in effect, at North Muskegon provides for lay off by seniority, ability, family status and residency with seniority and ability the primary factors; (family status and residency are not defined).

The City of Zeeland contract provides for lay off, in the affected classification, strictly by seniority; the classifications are determined by the wage rates shown in the agreement.

The contract, in effect in the City of Rockford, contains a most unique condition as it pertains to lay off and recall: There is no lay off and recall provision in the agreement. The only reference to lay off and recall is in the management rights clause and apparently the management can lay off and recall whomever they decide should be laid off or recalled.

In the opinion of the Chairman of the arbitration panel, the City's proposal that lay off and recall of members of the bargaining unit be by classification seniority has merit. However, the proposal has two provisions that I find questionable: 1.) The term "classification" is not clearly defined in the agreement, 2.) The concept that employees with seniority in one classification may be laid off while probationary employees in another classification remain employed is unreasonable.

Considering these objections to each of the proposals made by the Union and the City, I recommend the lay off and recall provisions be worded as follows:

LAY OFF AND RECALL

For purposes of lay off and recall of employees, in the bargaining unit, the work force is divided into classifications of regular part time police officers (as defined in Article 1, Section 3, of the Agreement) and full time police officers and any new or changed classifications that may be added to the bargaining unit in accordance with the provisions of Article XXV, Section 1, of the Agreement

When the City determines that it is necessary to lay off employees in a given classification, in the bargaining unit, the lay off shall be made in the following manner:

- 1.) Probationary regular part time police officers.
- 2.) Probationary full time police officers.
- 3.) Employees with the least amount of seniority in the affected classification shall be laid off unless a more senior employee lacks the necessary training, ability and experience to perform the remaining work in an effective and efficient manner.

RECALL

When it is determined, by the City, to increase the work force, prior any new employees being added to a given classification, the employees laid off from the classification shall be recalled in inverse order of lay off provided the recalled employee presently has the necessary qualifications, skill and ability to perform the required work in an efficient and effective manner.

ISSUE #2

SELECTION OF ARBITRATOR

The Union's position on this issue, is that the selection of the arbitrator, in a matter submitted to arbitration for resolution, should be presented to an impartial arbitrator selected by the parties from a list of arbitrators provided by the Federal Mediation and Conciliation Service. By doing so the parties could make certain that an experienced arbitrator would be selected who had no bias toward either party and who would be an impartial "judge" of the matter before him or her.

The Union cites the fact that the survey of ten (10) comparable communities selected reveals that not one contract limits the selection of an arbitrator to a specific area such as is proposed by the Employer, i.e., four of the communities attempt to select the arbitrator by mutual agreement and,

if agreement cannot be reached, the parties request a list of arbitrators from F.M.C.S.; the other six (6) communities request a list of arbitrators from F.M.C.S.

The City's position is that the arbitrator be selected by mutual agreement but the person selected must be a resident of Ottawa County; in the event that agreement, on the selection of a single arbitrator, cannot be reached a tripartite panel of three persons be selected to hear the matter in dispute.

The panel would consist on one person selected by the City and one person selected by the Union. The third person would be selected by the two other panel members; all three members, of the panel, must be residents of Ottawa County.

DISCUSSION

A common method of selecting an arbitrator is an agreement to utilize the services of an impartial agency such as the American Arbitration Association, the Federal Mediation and Conciliation Service or, in the State of Michigan, the Michigan Employment Relations Commission (MERC).

The reason why most contracts provide that selection of an arbitrator be made from a list of arbitrators sent by one of the designated agencies is to insure the selection, to the greatest degree possible, of an arbitrator whose qualifications include "honesty, integrity, impartiality and general competence in labor relations matters" (See Elkouri and Elkouri, How Arbitration Works, Fourth Edition, p. 140).

The basic reason why the majority of contracts provide that the selection of the arbitrator be from a list of arbitrators provided by one of the agencies is that the person or persons whose grievance, is to be heard by the arbitrator, may be distrustful of a privately agreed selection and thus would not be convinced their grievance had been decided by an impartial "Judge" who was not biased by personal relationships with either the Union or the Employer.

The F.M.C.S., th American Arbitration Assn. and MERC maintain rosters of approved arbitrators who have been carefully screened before being approved.

The criteria is shown (under 29 C.R.F., para. 140.5):

CRITERIA FOR LISTING AND RETENTION

(A) General Criteria. Applicants for the Roster will be listed on the Roster upon determination that they:

- (1) Are experienced, competent and acceptable in decision-making rules in the resolution of labor relation disputes; or
- (2) Have extensive experience in relevant positions in collective bargaining; and

- (3) Are capable of conducting an orderly hearing, can analyze testimony and exhibits and can prepare clear and concise findings and awards within reasonable time limits.

The Code of Professional Responsibility for Arbitrators developed and adhered to by the National Academy of Arbitrators, the AAA and FMCS states that Arbitrators must disclose to the parties any dealings that might create an impression of possible bias and requires disclosure of "any current or past managerial, representational, or consultive relationship with any party"; any "pertinent pecuniary interest"; "any close personal relationship or other circumstance which might reasonably raise a question as to the arbitrator's impartiality".

It would seem, if one were to agree with the position, taken by the City, that an arbitrator or the three members of the panel of arbitrators must be residents of Ottawa County that it would make the selection of the one or three persons very difficult; when, obviously, there would be few, if any, persons in a limited population (Ottawa County) who would qualify under the criteria established by the three agencies whose task is to supply arbitrators for labor management disputes.

This is not to say that no one person or persons could be found in Ottawa County who would meet the criteria established by the agencies but it must be recognized that the person or persons, who are the grievants, in a disputed matter are the ones to be satisfied that their interests have been protected.

Arbitration has been developed as a substitute for work stoppages and was supported by the Supreme Court in the so-called Trilogy of 1960 when it was ruled that an employee or employees should have a forum to air grievances and have their dispute(s) settled. Considering this, it is most important that the aggrieved parties be satisfied that their grievance has been given a fair and impartial hearing without bias on the part of the arbitrator.

Since these questions are important to those grievants, it is essential that the arbitrator selected to "judge" the merits of the dispute distance himself or herself from the parties to the dispute.

The answers to these questions are "in the eye of the beholder" and the grievant or grievants should be made to feel that their dispute has been fairly judged.

Considering the above factors, the Chairman of the Panel cannot in good conscience support the City's position in this matter.

The selection of a permanent umpire who must be a resident of the County of Ottawa or the selection of a tripartite panel of arbitrators, all three who also must be residents of Ottawa County, will not serve the best interests of the parties whose interests should be to settle any dispute expeditiously and without reason being given the aggrieved party or parties to believe he or she was unfairly treated.

The Employer contends it will be more costly to use arbitrators selected from a list from FMCS; this claim may be true as there is no indication as to what persons selected from Ottawa County would charge but, in my opinion, the extra cost would be outweighed by the assurance that a "neutral" arbitrator was selected to hear the dispute.

The panel of arbitrators met in executive session in the facilities of the City of Hudsonville on May 17, 1989; present were Mr. Leon Van Harn, delegate designee for the City of Hudsonville, Mr. Fred Le Maire, delegate designee for the Union - Michigan F.O.P. and Mr. Dawson Lewis, chairperson of the arbitration panel.

After a careful review of the positions taken by the parties relative to the two (2) issues before the panel, the following award is issued; (in each case a majority of the panel supported the award made relative to each issue; the delegates indicated agreement or dissent by initialing the boxes: concur or dissent).

Issue #1. Layoff & Recall Procedure

The award is:

Article X - Layoff & Recall

The Layoff and recall provision of the Agreement are to be worded as follows:

LAYOFF AND RECALL

Section 1. For purposes of layoff and recall of employees, in the bargaining unit, the work force is divided into classifications of regular part time police officers (as defined in Article 1, Section 3, of the Agreement) and full time police officers, and any new or changed classifications that may be added to the bargaining unit in accordance with the provision of Article XXX, Section 1, of the Agreement.

When the City determines that it is necessary to lay off employees in a given classification, in the bargaining unit, the lay off shall be made in the following manner:

1. Probationary regular part time police officers.
2. Probationary full time police officers.
3. Employees with the least amount of seniority in the affected classification shall be laid off unless a more senior employee lacks the necessary training, ability and experience to perform the remaining work in an effective and efficient manner.

RECALL

Section 2. When it is determined, by the City, to increase the work force, prior any new employees being added to a given classification, the employees laid off from the classification shall be recalled in inverse order of layoff provided the recalled employee presently has the necessary qualifications, skill and ability to perform the required work in an efficient and effective manner.

Section 3. Employees who are on layoff on the vacation eligibility date and who are otherwise eligible for vacation pay will be paid vacation pay prorated on the basis of time worked.

Section 4. Employees who are laid off shall be eligible for recall to work in their classification for a period of six (6) months or the length of their length of continuous service with the City, whichever is greater.

Section 5. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority list.

City's Panel Member:

Mr. Leon Van Harn

Concurs

Dissents

X *Rest*

Union's Panel Member:

Mr. Fred Le Maire

Concurs

Dissents

X *Rest*

Issue #2. Selection of Arbitrator

The award is:

Article XIX - Grievance Procedure

The following sections are to be worded as follows:

GRIEVANCE PROCEDURE

Section 4, Step 4.

If the grievance disposition, given in Step 3 is not considered satisfactory, the Union may appeal the grievance to arbitration within 10 days after receipt of the decision of the Personnel Committee. The parties shall meet to select, by mutual agreement, an arbitrator to decide the matter in dispute. If no agreement is reached within fifteen (15) working days, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of (7) names of arbitrators. A copy of the request shall be given to the City Manager. Upon receipt of the list of arbitrators, the Union and the City shall alternately strike names from the list, with the right of first strike to be decided by a flip of the coin. After the names have been struck by each party, the remaining name shall be the arbitrator. It shall be the responsibility of the Union to notify FMCS of the selection. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee(s), the Union and the City.

Section 5.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the agreement, as written, or any supplementary agreement. The arbitrator shall have no power to establish wage rates unless it is provided for in this agreement.

Section 6.

Expenses of the arbitrator, if any, shall be paid by the losing party, or as otherwise directed by the arbitrator. Each party shall make arrangements for and pay the expenses of the witnesses which are called by them.

City's Panel Member:

Mr. Leon Van Harn

Concurs

Dissents

X *Rest*

Union's Panel Member:

Mr. Fred Le Maire

Concurs

Dissents

X *Rest*

The following agreements reached by the parties are included in the award:

SHIFT SCHEDULES

Shift schedules will be posted for not less than a sixty (60) day period, fourteen (14) days in advance.

Notwithstanding the above, the Chief of Police will have authority to make changes in assignments, at any time, when the same is necessary to handle any of the following:

1. The addition, deletion or reclassification of employees.
2. Unexpected changes in management or department operational needs.
3. The illness, absence or other inability of management or any employee to perform regularly scheduled work assignments.

SECURITY SERVICES

Police security service assignments (those not part of the regular work shift) are not considered applicable to normal scheduling provisions. Full-time officers will not be included in police security assignments.

When police security services are requested by an outside entity, the following scheduling provisions will be utilized:

1. Notice of the event or events and the particular dates, times and length of desired security services will be posted as soon as practically possible by the Chief of Police.
2. Part-time (and unclassified reserve) officers may schedule themselves for available assignments on a first-come, first-serve basis, by signing the schedule form. Assignments will be divided among officers with reasonable equitability.
3. If the schedule is not filled within fifteen (15) days of the beginning date of such security service event or events, the Chief of Police may cancel the requested security service or complete the schedule by assigning part-time (and/or unclassified reserve) officers as needed, within the next five (5) days. The Police Chief may require a combination of part-time and unclassified reserves for particular functions. When completing an unfilled schedule, the Police Chief will not assign part-time officers to other than a public or quasi-public police security service assignment. Assignment of part-time officers to such work will be made on a rotation basis, with reasonable equitability.
4. Changes in schedules may be accomplished, at any time, through the regular change request procedure.
5. Officers performing security services will be paid a minimum three (3) hours pay for each individual assignment.

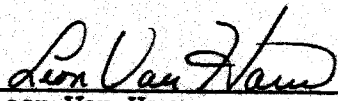
6. All such public and quasi-public security work will be considered city employment. All non-public and non-quasi public security work will be considered private, secondary employment.

Notwithstanding the above, the Chief of Police will have authority to make changes in assignments, at any time, when the same is necessary to handle any of the following:

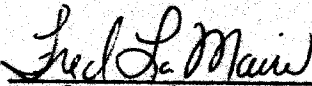
1. The addition, deletion or reclassification of employees.
2. Unexpected changes in management or department operational needs.
3. The illness or other inability of management or any employee to perform regularly scheduled work assignments.

In addition, all tentative agreements (T.A's) reached between the parties are to be included in the Agreement.

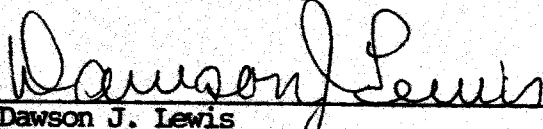
Panel of Arbitrators



Leon Van Harn
City's Panel Member



Fred Le Maire
Union's Panel Member



Dawson J. Lewis
Chairman/Arbitration Panel