

349
Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

OCT 27 1983

10/1/83
Michigan Employment Relations Commission

Act 312 Arbitration

between

Local #3075 Huntington Woods Public Safety Officers

Michigan Council 25 AFSCME AFL-CIO

and

City of Huntington Woods

MERC Case D81 A-128

Background

The Agreement between the Public Safety Officers of Huntington Woods and the City expired on January 1, 1982. Negotiations ensued on a new agreement. Mediation took place with and without the mediator (Leon Cornfield) but no agreement was reached. A request for arbitration was filed by the Union on September 29, 1982. There were many unresolved issues and some further negotiations took place after the application for arbitration was filed, in the hope of narrowing down some of the issues.

A pre-Hearing conference was held on January 10, 1983 at which Hearing dates were set and Mr. Glenford S. Leonard was chosen by the City of Huntington Woods to be its delegate on the panel and Mr. David Wellman was selected by the Union as its delegate. Mr. Bernard Klein had been selected earlier as the panel Chairman.

Making the presentations for the parties were Gaylen C. McDonald for the Union and Philip J. Goodman for the City. Exhibits were exchanged later and the first Hearing was held on March 14, 1983 at the City Council chambers in

Klein, Bernard

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

10/1/83
RECEIVED
ARB
1983 OCT -4 AM 9:47
STATE OF MICHIGAN
BUR. OF EMPLOYMENT RELATIONS
DETROIT OFFICE

Huntington Woods, City of

Huntington Woods. Subsequent Hearings were held either there or in the conference room of the Huntington Woods Public Library. Because of the number of unresolved issues brought before the Panel several additional Hearings were held (3/18/82, 3/28/83). The order in which the issues were considered was agreed upon and in most issues the party seeking the change led off the presentation. Witnesses were called and discussion took place on each of the issues.

Summary briefs, last best offers and their justifications were submitted June 10, 1983. There then ensued a series of executive sessions of the panel itself between June 16 and July 18, 1983 at which the offers, issues and justifications were further discussed. There were seventeen issues to arbitrate and the results and reasoning are as follows:

I. Agency Shop

Currently the City of Huntington Woods is one of the very few cities that does not have an agency shop provision. This has been argued with the usual arguments by both sides. The City claims that it would expose it to a variety of claims against it while the Union feels that since it negotiates for all the public safety employees they should be collecting dues or its equivalent from all members of the unit. Currently all but one probationary employee are members of the bargaining unit, so that at least for the present inclusion of an agency shop provision would not create any hardship. New recruits would be hired with full knowledge that such a provision exists. All members of the panel were cognizant of the need to protect the city from unnecessary suits by members of the bargaining unit over this issue and all members of the panel agreed that the agency shop provision should not interfere with the city's managerial responsibilities over probationary employees.

Therefore the panel agreed to change current Article XXXIV of the Agreement to read:

1. Agency Shop

"A. The employer agrees to deduct the Union membership fee once each month. Dues from the pay of those employees who individually request in writing such deduction shall be certified to the employer by the treasurer of the Union, and aggregate deduction of all employees shall be remitted together with an itemized statement to the treasurer by the fifteenth (15th) of the current succeeding month after such deductions are made. This authorization shall be irrevocable during the term of the agreement.

SECTION 1. Employees covered by this agreement at the time it becomes effective and who are members of the union at that time shall be required, as a condition of continued employment, to continue membership in the union or pay a representation fee to the Union equal to dues charged for membership for the duration of this agreement.

SECTION 2. Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union to pay a representation fee equal to dues required for membership commencing thirty (30) days after the effective date of this agreement, and such condition shall be required for the duration of this agreement.

SECTION 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required, as a condition of employment, to become members of the Union or pay a representation fee to the Union equal to dues required for membership for the duration of this agreement commencing after 180 days from their commencement of employment with the bargaining unit. In no way shall the collection of dues interfere, modify or alter the rights of the employer over the probationary employee during the probationary period.

SECTION 4. Failure to comply with the provisions of this Article shall be just cause for the discharge of the employee.

SECTION 5. No employee shall be terminated under this Article except as provided below:

- a. The Union has first notified the employer in writing that the employee has elected not to join the Union nor paid a representation fee to the Union.

b. Within ten (10) working days from the date the Union notifies the employer that the employee has elected not to join the Union or pay the representation fee the employer shall:

1. Notify the employee of the provisions of this agreement.
2. Obtain the employee's response.
3. Notify the Union of the employee's response.

c. In the event the employee has neither joined the Union nor signed the "authorization for deduction of service charge or dues" form after the above, the Union will proceed to request termination of the employee by written notice to the employer, with a copy to the employee, registered mail, return receipt requested.

d. Upon receipt of such written notice, the employer shall within five (5) working days, notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.

e. The employee shall then be terminated unless the employee can produce evidence of compliance.

f. The Union will protect and save harmless the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken in Section 5."

Respectfully submitted:

Bernard Klein
Bernard Klein, Chairman

Glenford S. Leonard
Glenford S. Leonard

David J. Wellman
David J. Wellman

II. Residency

The current Agreement (Article XII) allows the Public Safety Officers to reside outside the City of Huntington Woods. The City has requested a residency requirement which would require those hired after the effective date of this agreement to reside within a ten mile radius of the Public Safety Building while the Union seeks retention of the current language.

The argument of the City is the need to be closer to work in cases of emergency so that response time, especially in cases of fires, would be cut down. The City did not request residency within the City of Huntington Woods as claimed by the Union, but merely within a ten mile radius. The Union pointed out that over the years there were not very many instances of officers being summoned in emergencies and any failures to show were not due to residency.

The panel believes that this issue can be arbitrated satisfactorily because it only applies to new hires and requiring a fifteen mile residency for new employees does provide ample choice of locations for the employees without a completely open-ended provision as now exists in the current agreement.

Therefore the panel orders the change in Article XII to read as follows:

2. Residency

A. Current members of the bargaining unit shall be permitted to reside outside the city and there shall be no residency requirement for those employees. All members of the bargaining unit who shall commence employment with the city subsequent to the commencement date of this contract, shall be permitted to live outside the city within a fifteen (15) mile radius of the City Hall.

Respectfully submitted:

Bernard Klein
Bernard Klein, Chairman

Glenford S. Leonard
Glenford S. Leonard

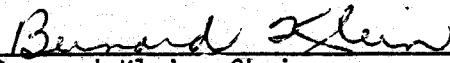
David J. Wellman
David J. Wellman

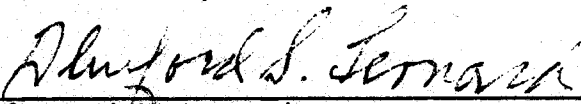
III. Emergency Leave

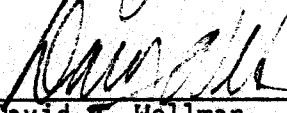
During the course of the Hearings the parties agreed to retain the current language contained in Article XXVI of the current Agreement (Sections A & B) and amend Section C to read as follows:

"C. An officer shall be permitted one (1) day off during the time his or her spouse is delivering a baby or during the period of confinement immediately thereafter, or to receive delivery of an adopted child."

Respectfully submitted:


Bernard Klein, Chairman


Glenford S. Leonard


David S. Wellman

IV. Management Responsibility

The parties agreed generally on keeping the current language of the Agreement (Article VI). The only disagreement on this section revolved around subsection II which provides that "The City agreed to negotiate changes in working conditions should any services be contracted to other cities." The City felt that this section is not needed since the City was not contracting its services. The Union believes that it is a protection of the working conditions of the bargaining unit and wishes to see the language retained.

The panel agreed with the Union position on the reasoning that since the City did not consider that language relevant, the panel felt no loss would accrue to the City if the current language were left in. Therefore Article VI of the current Agreement remains in effect in its entirety.

Respectfully submitted:

Bernard Klein
Bernard Klein, Chairman

Glenford S. Leonard
Glenford S. Leonard

David J. Wellman (as separate opinion)
David J. Wellman

V. Grievance Procedure

Once again the parties agreed on the bulk of the grievance procedure contained in the current contract (Article VII). The City sought to include an additional clause specifying that an arbitrator cannot set new salary scales that had not been agreed to by the parties. This was adopted as reasonable by the panel and included in an additional section. Therefore Article VII Section A should read as it does in the current Agreement while Section B should read as follows:

B. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. He shall have no power to establish new salary scales that have not already been agreed to by both parties in this Agreement, but may in an award require that an employee be paid at the correct salary scale set forth in this Agreement.

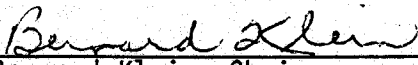
3. He shall have no power to change any practice, policy, or rule of the City nor to substitute his judgement for that of the City as the reasonableness of any such practice, policy, rule, or any action taken by the City. His powers shall be limited to deciding whether the City has violated the express articles or sections of this Agreement; and shall not imply obligations and conditions binding upon the City from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement and there will be no interference with such responsibilities except as they may be specifically conditioned, by this Agreement.

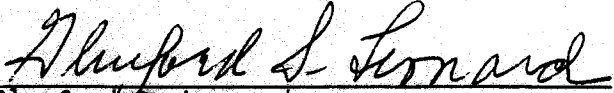
5. The arbitrator shall render a decision according to the rules of the American Arbitration Association with the limitations and exceptions as noted above."

Sections C through L shall continue as in the current Agreement.

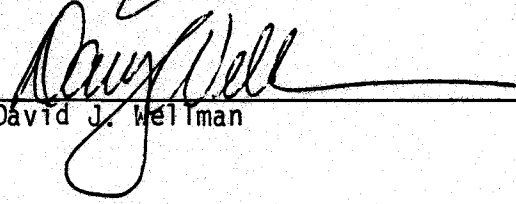
Respectfully submitted:



Bernard Klein, Chairman



Glenford S. Leonard




David J. Wellman

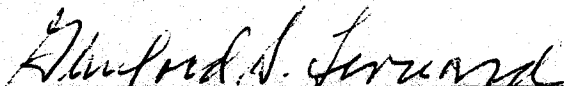
VI. Road Patrol

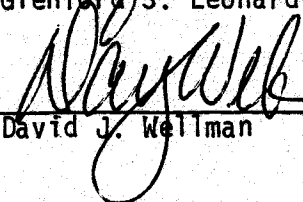
The current Agreement (Article XIV) requires that "a minimum of two officers will be assigned to road patrol duty at all times between the hours of 8:00 p.m. and 8:00 a.m. unless overtime pay would be required." The City sought in effect complete freedom in regard to assigning patrol cars and number of officers on road patrol. The Union favored keeping the current language.

The City sought this flexibility as a possible means of future cost cutting and the panel was not unsympathetic towards that desire. However the members consider this provision a safety protection. The City provided evidence that there were no more attacks on officers during this shift than on any other shift, but the panel did not consider that a strong argument against this provision. Since the provision currently does not mandate the practice of two man road patrols where overtime would be required, the panel decision is to maintain current language. Therefore Article XIV of the current Agreement remains unchanged.

Respectfully submitted:


Bernard Klein, Chairman


Glenford S. Leonard


David J. Wellman

VII. Longevity

The City sought the elimination of the current language and practice (Article X) and sought to have the amount of benefit of each eligible officer folded into the base pay and new hires not receive any longevity payments at the time they would have become eligible under the current Agreement. The reason given had some validity in that it was a cost item that the City wished to eliminate and that the purpose of longevity pay was, according to the City's presentation, of an earlier era when City's did not wish too much turnover among its employees. The Union quite naturally prefers the current language or better and uses as its main argument the practice of the surrounding communities and that longevity pay is a recognition of additional responsibilities that go with being senior officers.

The panel was more convinced by the Union's comparisons with surrounding communities. To change the system would be to lessen the future pay scales of those receiving longevity payments. To deny this benefit to future employees would truly create different classes of employees and contribute to a lowering of the morale within the department. The panel therefore requests that the current language Article X be retained as it is in the current Agreement.

Respectfully submitted:

Bernard Klein
Bernard Klein, Chairman

Dissent - Glenford S. Leonard
Glenford S. Leonard

David J. Wellman
David J. Wellman

VIII. Insurance

The dispute between the parties regarding the different insurances was quite understandable. The City was trying to stem the rising costs of insurance to the City while the Union quite naturally sought to protect the level of coverage currently enjoyed by the members of the unit. The panel therefore kept the current level of coverage but did adopt the City's position on shopping for lower cost coverage at the same level of benefits. The panel did not feel that putting a cap on the amount of life insurance was much of a savings.

Although there was some confusion as to the last offer in the area of long term disability the panel itself seemed to agree on the figure of \$1500 per month as a maximum payable after a 180 day waiting period. This too was not deemed to be a major cost item though it would be expected that the parties might negotiate a higher rate at some future time.

Therefore the Article on insurance (current Article XXIX) should read as follows:

Insurance (Current Article XXIX)

A. The City shall provide an insurance plan at one and one-half times the employee's annual salary to the nearest \$1,000.00.

B. The City shall maintain hospitalization insurance for the officer and his family at no cost to the officer. The current plan coverage is Blue Cross/Blue Shield Comprehensive Hospital, room option MVF-I, Riders FC, SD, prescription drugs \$2.00 and master medical option 3.

C. The City and Union agree that at any time alternate health insurance plans to Blue Cross/Blue Shield or Delta Dental may be obtained in order to obtain less costly insurance as long as there is no substantial reduction in benefits. In the event of a dispute over whether such less costly insurance provides substantially the same benefits, the parties shall agree on a neutral third party to make such determination which shall be binding upon the parties.

D. The City will provide dental benefits for public safety officers and his or her family at no cost to the officer as follows:

Delta Dental 60/40 co-payment plan of Class I and Class II up

to \$600.00 per year per person and Class III up to \$1,000.00 per life time.

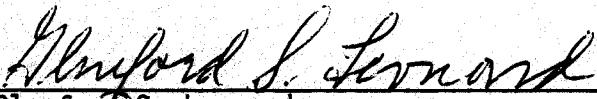
E. A copy of each insurance policy or certificate of benefits will be provided to each employee.

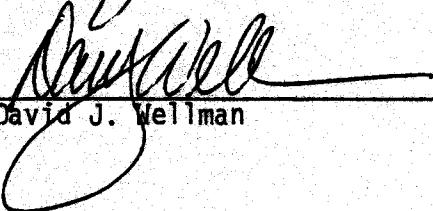
F. The City will implement a long term disability policy for all public safety officers. Said policy is to have the following level of benefits:

60% of base pay up to a maximum monthly benefit of \$1,500.00, following a 180-day waiting period. Each employee shall be given a certificate or policy describing in detail the coverage.

Respectfully submitted:


Bernard Klein, Chairman


Glenford S. Leonard


David J. Wellman

IX. Hours of Work

This was probably the most controversial of all the issues presented to the panel.

The Union sought elimination of remaining eight-hours shifts and that all officers be placed on twenty-four hour shifts. Their arguments for this change boiled down to lessening jealousies among the officers, and claims that it would not appreciably increase costs to the City. In addition the Union contends that absent any agreement to the contrary by the parties themselves the City must adopt 24-hour shifts to be in conformity with state law (Act 78 of Public Acts of 1973).

The City on the other hand argues that this change would be costly not only because of this issue itself but for its ramifications on other issues such as scheduling, overtime, etc. The City also contends that this arbitration award does constitute an Agreement of the parties as per the decision of the Michigan Court of Appeals [Huntington Woods Public Safety Officers v. Huntington Woods, 88 Mich. App. 642 (1979)] and therefore the panel has the discretion of providing an exception according to the state law.

The panel, after much discussion, came out on the side of twenty-four hour shifts and justifies it for the following reasons:

1. It would eliminate the jealousies and differences among the members of the Unit caused by the present system.
2. While it would increase costs moderately, the panel did not feel it would be as drastic as the City contends.
3. The panel was not convinced that this was the only option to it as contended by the Union, but a majority of the panel felt that the language of the State statute did specify agreement of both parties

to any exception to the state law and an arbitrated agreement on most issues did not provide for real agreement by both parties needed to make an exception.

4. The most convincing arguments were the comparisons with other jurisdictions which showed that Huntington Woods was one of the few exceptions currently not having all its officers in twenty-four hour shifts. Obviously these jurisdictions managed to adjust to the state law and the panel felt that Huntington Woods would ultimately be better off once the adjustment was made.

Therefore the language of current Article XX should read as follows:

Hours of Work

"A. The regular hours of work shall be the posted schedule of 24-hour shifts showing officers' normal days of work and normal days off. Schedules will be arranged as follows:

1. Schedules will be posted on the bulletin board on December 15 of each year covering the next calendar year. Officers shall, by seniority, choose a schedule. Schedules showing all 24-hour shifts shall be posted for 15 calendar days. The employer shall post the new schedule, with the employee's name, on the first of the year."

The details of implementation of this change shall be the responsibility of both parties including, as nearly as possible, their last offer.

Article XXXI of the current Agreement dealing with shift structure is eliminated at the request of both parties.

Respectfully submitted:

Bernard Klein
Bernard Klein, Chairman

Dissent- Glenford S. Leonard
Glenford S. Leonard

David J. Wellman (see separate opinion)
David J. Wellman

X. Wages

There were several factors influencing the panel in the area of wages. The wage position of the officers of Huntington Woods did not compare favorably with those of comparable communities. The panel felt therefore that some sort of "catch up" was necessary for the first year. Yet the decreased rate of inflation and the increased costs to the City of other portions of this Award did not necessitate adopting the Union's offer beyond the first year. The panel therefore adopted the following wage structure for the period covered by this Award. The wage section of this Award is of course retroactive to the beginning of this Agreement period.

Wages (Current Article XXXV)

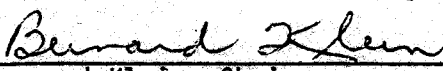
A. The public safety officers covered by this agreement shall receive the following increase in their current compensation based upon continuous service as follows:

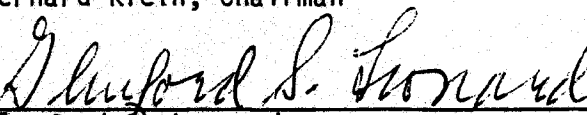
<u>Time Period</u>	<u>% of Increase</u>
1/1/82 to 12/31/82	9 %
1/1/83 to 12/31/83	4 %
1/1/84 to 12/31/84	6 %

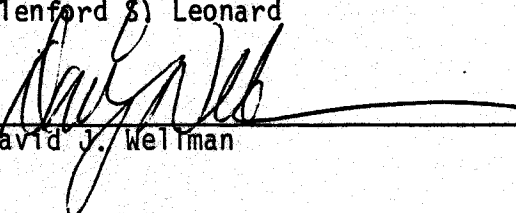
(The Contract will expire on December 31, 1984.)

The panel rejected the inclusion of a Cost of Living Adjustment requested by the Union and believed that it was not necessary or appropriate at this time.

Respectfully submitted:


Bernard Klein, Chairman


Glenford S. Leonard


David J. Wellman

XI. Overtime

The question of overtime pay is very much tied in with the question of shifts. Since this Award places all officers on a twenty-four hour shift, it does away with having two types of overtime situations. The panel was then faced with the questions of how overtime pay was to be earned and at what rate of pay. Keeping in mind that the state law mandates overtime whenever a firefighter works more than 54 hours a week, the question then arises when are work hours considered overtime in the normal shift process? It was stated by the Union witness that to be in compliance with the state law the 54 hours per week worked are averaged over a four week period. To do other wise would build in quite exhorbitant overtime costs connected with going to all twenty-four hour shifts. Therefore while the panel is requiring time and a half payment to all officers working more than a fifty-four hour week, the number of hours worked each week shall be averaged over a four week period.

Regarding the rate of pay the panel did not wish to lower the actual overtime rate of pay currently in effect. Therefore the overtime rate shall be computed by taking the employees salary and dividing it by 2080 hours per year. Overtime pay should be one and a half times that amount.

The overtime section of the Agreement (currently Article XXI) should read as follows:

Overtime (Current Article XXI)

"A. Officers called to work outside their scheduled shift hours shall be paid at time and one-half rate for all hours worked outside their regular scheduled shift and for all regular scheduled hours worked over 54 hours per week averaged over a four week period.

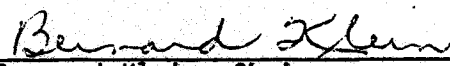
1. The work week shall start at 8:00 a.m. each Monday, for purposes of overtime.

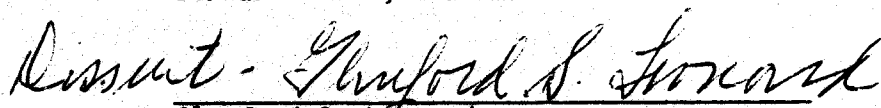
2. In order to figure the overtime rate, the employee's salary shall be divided by 2080 hours per year and the result will be the hourly rate multiplied by one and one-half times."

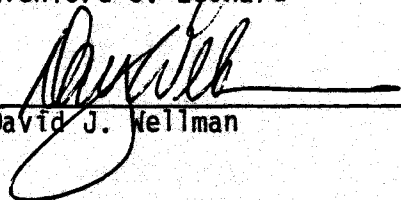
Section B through D of the current contract are agreed upon by the parties.

E. Overtime will be rotated by calling the man with the lowest overtime recorded and who is available. The employee will be charged for overtime he works or refuses.

Respectfully submitted:


Bernard Klein, Chairman


Glenford S. Leonard


David J. Wellman

XII. Injury Leave

The City seeks to modify the existing Agreement in that it would require employees injured in the line of duty to exhaust all their sick leave, holiday pay, vacation leave, and personal business days before receiving the difference between their salary and the legal workers' compensation benefit rate. This would make the employee share in the escalating costs of workers' compensation insurance.

The Union quite understandably prefers the status quo of the current Agreement.

The panel acknowledges the burden of rising workers' compensation premium costs, though it is pleased with the recently announced cut in most rates. However in as much as this deals with duty connected injury and is not out of line with the practices of surrounding communities, the panel considers the City's position to be too drastic a give back. The benefits received by each trooper for similar injuries would be very unequal to each since it would be based on the amount of accumulated benefits a trooper has "banked." Therefore the panel hereby awards the continuation of the practice contained in the current Agreement.

The section on injury leave (currently Article XXV) should read as follows:

Injury Leave

"A. Each officer who is unable to work as a result of an injury incurred in the performance of his job shall receive pay during such disability as follows:

1. During the first seven (7) days the City shall pay the employee his basic weekly wage.
2. After the first seven (7) days an officer who is ineligible for workmen's compensation insurance benefits will be paid such benefits directly by the City's insurance carrier. The City will pay an employee eligible for workmen's compensation benefits the difference

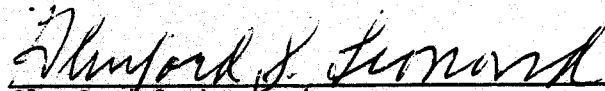
between his insurance benefits and his weekly wage while he receives workmen's compensation. Any dual payment will not continue beyond twenty-five (25) weeks.

B. To become eligible for injury leave with pay, and officer must report his injury to his immediate supervisor or designee as soon as possible and make himself available for first aid."

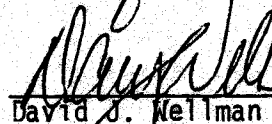
Respectfully submitted:



Bernard Klein, Chairman



Glenford S. Leonard



David J. Wellman

XIII. Sick Leave

In regard to sick leave the City seeks certain changes, most notable of which is the freezing of the value of sick leave days paid out at retirement, resignation or death of an officer to the value at the time it was accrued. They also seek to place sick leave on eight-hour shifts, which this Award does away with. In addition the City requests some minor changes such as only paying out unused sick leave upon resignation if the employee gives thirty days notice rather than the current two weeks and also not to grant sick leave if the illness occurs during a vacation. The Union prefers most of the current language except that they seek to see payout of sick days to be at 75% of the unused sick days over 100 each year rather than the current 50%. The panel found merit in both requests and adopted the City's position on the economic portion and the Union's position regarding continuing the two week notice requirement for resignation and ability to be paid for the unused sick leave. The panel did not wish to add to the City's costs in consideration of other portions of this Award.

Therefore the panel concurs that from the date of this Award payout for sick leave shall be at the rate in which it was earned. The panel continues the current practice of payment at the rate of 50% of the regular pay for sick leave over 100 days.

The City sought to not have an employee use sick leave if he or she becomes sick while on vacation. The panel rejected this and wishes to continue the present language in that regard. The panel did not feel the practice was abused enough to warrant the change nor did the City present evidence showing any widespread abuse.

The language of this Section is as follows. Both parties agreed to

current language for Section B, C, D, and E.

Sick Leave

"A. Sick leave shall be allowed only as provided in this section. Absence from duty because of inability to perform duties due to illness shall be granted by the City Manager, upon the recommendation of the department head, when in his opinion he feels that it is warranted, and subject to the following conditions:

1. A regular employee shall accrue sick leave and the regular rate of one day per month. Sick leave shall not accrue while an employee receives sick leave benefits or Worker's Compensation payments. Sick leave shall not be considered a privilege which an employee may use at his discretion but shall be allowed only in cases of actual sickness or disability.

2. A minimum time allowed an employee for sick leave shall be one-half day.

3. The amount of time to be allowed an employee for sick leave may, if not used during the year earned, be accumulated until a total of 100 days is reached and may be kept to his credit for future sick leave with pay. When an employee has accumulated 100 days of sick leave, all earned but not used leave thereafter accruing shall be paid for as of December 1st of each year at 50% the employee's regular pay.

After the effective date of this Agreement, each employee shall receive credit for accumulated sick leave days at the rate earned.

4. A written authentication of illness or injury necessitating absence from duty, made by a licensed physician, may be required by the City as a condition precedent to the payment of compensation for any period of absence from duty exceeding two (2) consecutive work days.


5. The Director of Public Safety may require a doctor's certificate of illness as a condition precedent to allowing payment of sick leave whenever any officer shall be off duty on sick leave for two (2) days or less and such occurrences shall occur more than five (5) times in any calendar year. Such action shall be discretionary with the Director of Public Safety and this policy shall be exercised only when it reasonably appears to the Director of Public Safety that an unwarranted usage of sick time is occurring."

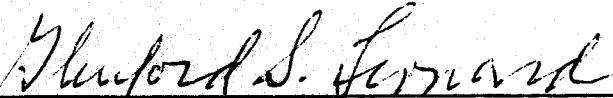
Both parties agree to retain the current language of Section B, C, D, E.

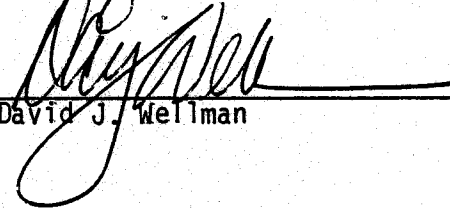
"F. Sick leave may be allowed in case of illness, or injury occurring during a vacation period. Evidence of such incapacity must be provided from the first day to the satisfaction of department head and City Manager.

G. 50% of accumulated sick leave will be paid to the widow or widower of an employee who dies while employed full time, or to an employee who resigns or retires.

Respectfully submitted:


Bernard Klein, Chairman


Glenford S. Leonard


David J. Wellman

XIV. Vacations

The issue of vacations revolves around both the number of days allowed as well as the split in which vacations must be taken. The Union requested an increase of one day to a total of eighteen days and a change in the split of days to nine and three. The City preferred current language but requested a provision that requests for vacation must be made in writing to the Director on or before January 30 of the Calendar year in which the vacation is taken.

This last request seemed reasonable to the panel since it would give the Director more time to work out the needed coverage of the safety needs and would not be an undue burden on the employee. This was adopted.

The addition of another vacation day was rejected because of the cost, especially in view of going to 24-hour shifts. However the method in which vacation could be scheduled was left to current practice even though the Agreement states in Section E that vacations must be seventeen consecutive days.

The Section on vacations (current Article XXII) should then be changed as follows:

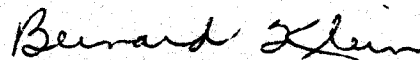
Vacations

A. Current language.

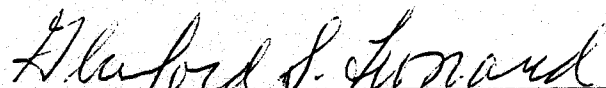
B. Request for vacation must be made in writing to the director on or before January 30 of the calendar year in which the vacation is taken.

Sections C, D, and E are current language.

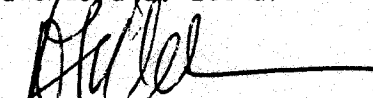
Respectfully submitted:



Bernard Klein, Chairman



Glendord S. Leonard



David J. Wellman

XV. Holiday Vacations

These days are scheduled like vacation days.

The Union seeks a possible 9 day 3 day split of these holiday leave days which would amount to enabling employees to schedule on additional on-duty day off.

The Union felt this would grant greater flexibility to the employees in scheduling holiday vacations. The City opposed this on the basis of increased costs and difficulty in providing safety services to the City.

The panel agreed with the Union and otherwise left current language intact. The Section on Holiday Vacation (current Article XXIII) then is awarded as follows:

Holiday Vacation

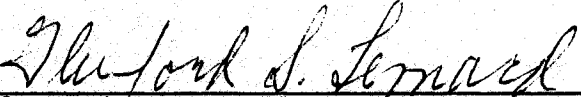
A and B are current language.

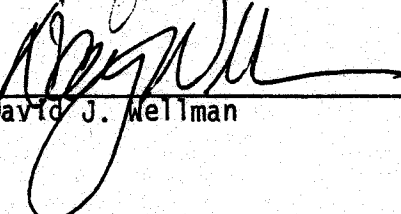
C. The holiday leave shall be taken as twelve consecutive calendar days or split into 9 consecutive calendar days with the remaining 3 days taken as consecutive calendar days.

Sections D and F are current language.

Respectfully submitted:


Bernard Klein, Chairman


Glenford S. Leonard


David J. Wellman

XVI. Personal Leave Days

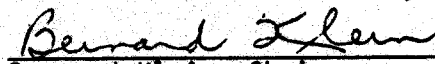
The current Agreement provides for the granting of two personal leave days for employees to attend to personal business. Under the current shift procedure only one of these days can be on a 24-hour shift. Since this Award places all on a 24-hour shift the panel did not see fit to cut personal leave days which the City did not seek. Therefore the panel adopted the Union's position which otherwise embodies some of the City's concerns such as not using personal days to extend a vacation. Current practice requires prior approval and therefore flexibility is still retained by the City.

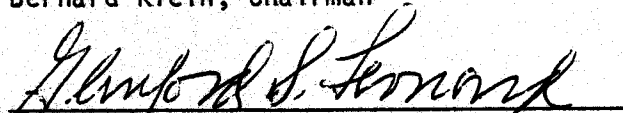
The Award language should read as follows:

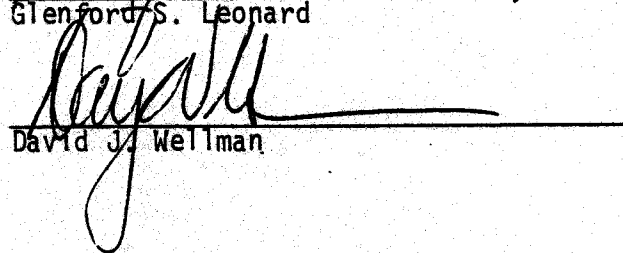
Personal Days (Current Article XXIV)

Two (2) leave days per year shall be granted to each officer to attend to personal business. Personal business days may not be taken to extend a vacation and will be calculated on the basis of a 24-hour day.

Respectfully submitted:


Bernard Klein, Chairman


Glenford S. Leonard


David J. Wellman

XVII. Volunteer Fireman and Reserve Police

The Union proposed adding an Article requiring that volunteer fireman or reserve police may only be used when all bargaining unit public safety officers have been called to work. The City quite naturally opposes this. This issue was a difficult one for the panel. On one hand the panel is mindful of possible erosion of the bargaining unit if this practice is abused by the City. On the other hand the absolute language presented by the Union would take away almost all flexibility by the City in its use of volunteers. Both sides agree that volunteers can play a useful role in public safety. The panel would have looked more favorably if some language were presented which would have spelled out some limitations on the use of volunteers, but felt that this absolute requirement as presented by the Union went too far. It might be hoped that perhaps at some future time both parties can arrive at some suitable language that would address the concerns of both parties on this issue.

The panel rejects the inclusion of this proposed Article in this Award.

Respectfully submitted:

Bernard Klein

Bernard Klein, Chairman

Glenford S. Leonard

Glenford S. Leonard

David J. Wellman (See separate opinion)

David J. Wellman

XVIII. Miscellaneous

This Award covers those issues which were in dispute in the Act 312 Arbitration. The new Agreement covering the period from January 1, 1982 until December, 1984 should include in addition to this Award, those items agreed to by the parties or language retained in the current Agreement.

The wages section of this Award shall be made retroactive to the appropriate date as provided. Any other changes provided for in this Award shall take effect as of the effective date of this Award, October 1, 1983. Items that need phasing in should be worked out by the parties.

The panel believes this is a workable Agreement that should serve both the City and the Union well. The panel further wishes to thank the parties for very fine presentations and general cooperation.

Respectfully submitted:

Bernard Klein
Bernard Klein, Chairman

Glenford S. Leonard - *see separate opinion*
Glenford S. Leonard

David J. Wellman (*see separate opinion*)
David J. Wellman

Dated: October 1, 1983
Huntington Woods, Michigan

Michigan Employment Relations Commission

Act 312 Arbitration

between

Local #3075 Huntington Woods Public Safety Officers

Michigan Council 25 AFSCME AFL-CIO

and

City of Huntington Woods

Merc Case D81 A-128

SEPARATE OPINION

OF

DAVID J. WELLMAN

I felt that because of the many issues involved and my feelings and opinions with regard to both the reasoning and results of certain of the awards in question that I should specifically address certain of the issues wherein my opinion differs either in reasoning or result.

IV. MANAGEMENT RESPONSIBILITY

Though the Union's position to maintain current language was upheld by the Arbitrator, there seems to be a confusion as to the meaning of the language contained in subsection II. It is the Union's position that the language in subsection II should be construed in a broad fashion to prevent the City from contracting services performed by the bargaining unit to and/or from other municipalities or third parties.

It would appear that the reason for the language was to prevent the erosion of the bargaining unit and construction of the language in a broad fashion would truly carry out the intent and purpose of the clause.

IX. HOURS OF WORK

I concur in the result arrived at by the Arbitrator but it is my considered opinion that the statutory firefighters shift must mandatorily be awarded to the bargaining unit because the employer and it's employees have not arrived at an agreement (Using the word "agreement" as a term of art in the contractual setting or as used by the layman) that would fall within the statutory exceptions to the 24 hour shift.

XVII. VOLUNTEER FIREMAN AND RESERVE POLICE

I respectfully dissent from the opinion of the Arbitrator.

The issue in question is akin to the issue relating to the contracting of services issue and should be resolved to maintain the integrity of the bargaining unit. By that I mean that realistic and objective controls should be placed on the employer to insure that the employers use of volunteers and reserves does not lessen or eliminate bargaining unit work or work that could be done by the bargaining unit.

Testimony revealed that certain firefighting and other duties customarily done by the full time employees was slowly being performed by volunteers and/or reserves. Such use threatens the integrity, growth and security of the bargaining employees.

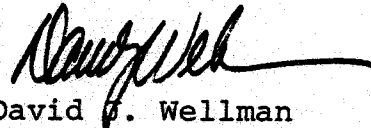
XVIII. MISCELLANEOUS

I believe that the first sentence of the second paragraph should read:

"The wages and overtime section of this award shall be made retroactive to the appropriate date as provided.

Respectfully submitted,

DAVID J. WELLMAN, P.C.



David J. Wellman

Dated: September 30, 1983