

3/22/95  
Sub.

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of Arbitration Under  
Act 312 (Public Acts of 1969):

MERC Case No. D93 J-1357

CITY OF NOVI

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

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OPINION AND AWARD

Chairman of Arbitration Panel: Barry C. Brown  
City Delegate: Dennis B. DuBay  
Union Delegate: William Birdseye  
Representing City: Dennis B. DuBay  
Representing Union: William Birdseye  
Pre-Hearing Conference: June 02, 1994  
Hearings Held: October 21 and 25, 1994  
All hearings held at City Hall.  
Post-Hearing Panel Conference: March 15, 1995  
Post-Hearing Briefs Received: February 21, 1995  
Opinion & Award Issued: March 22, 1995

Novi, City of

**I.           STATEMENT OF THE CASE:**

The labor organization, Police Officers Association of Michigan, filed a petition for arbitration pursuant to Act 312, PA of 1969 as amended (MCLA 423.231, et seq.). The union asserted in its petition dated March 08, 1994, that it had engaged in good faith bargaining with the employer, the City of Novi, on behalf of the city's police officers and an impasse in negotiations had been reached. On March 14, 1994, the employer filed its answer to the above described petition with the Michigan Employment Relations Commission. On April 04, 1994, MERC Commissioner Maris Stella Swift appointed Barry C. Brown as the impartial arbitrator and chairperson for the arbitration panel in this matter.

The parties established the unresolved issues and the hearing procedures to be followed in a pre-hearing conference conducted on June 02, 1994. Two formal hearings were subsequently conducted by the panel in 1994 and the last offers of settlement were exchanged on November 07, 1994. The dispute between the parties pertains to a three year collective bargaining agreement which will become effective on July 01, 1993 and which will continue through June 30, 1996.

The issues before the panel for resolution are:

**Union:**

1.   Wages - Economic
2.   Pension - Economic

**Employer (All Economic):**

1.   40 hours work week
2.   Revise schedule A (wages)
3.   Detective pagers

4. Promotion - Rule of three
5. Personal Business Days - Reduce to four
6. Court time - no overlap
7. Holidays - change days

As provided by Act 312, the Arbitration Panel is comprised of a delegate chosen by each party to the dispute, and an impartial chairperson selected by the Michigan Employment Relations Commission. The current Panel is comprised of Chairperson Barry Brown, Dennis DuBay, panel member selected by the city and William Birdseye, panel member selected by the union. The parties have also stipulated that all issues are economic. The parties also stipulated and the panel agreed that all Act 312 statutory time limits were waived. Further, the parties agreed that the new contract (1993-1996) would consist of the terms of the predecessor agreement (1990-1993) as modified by the parties' settlements on various issues and also as modified by this panel's award on the issues still in dispute.

II. THE STANDARDS FOR THE PANEL'S DECISION:

In pertinent part, Section 9 of Act 312 sets forth the following factors upon which the Panel's decision must rest:

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

- (a) The lawful authority of the employers.
- (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 service or in private employment.

### III. BACKGROUND:

The City of Novi has a population of approximately 33,000 and it covers an area of more than thirty-two square miles. The land use in the City is largely rural and residential, but it is growing rapidly as it is in the I-96 corridor and at the cross-roads of the major traffic arteries of the metropolitan Detroit area. It contains one of the areas largest shopping centers and it has numerous offices and factories - especially near the main thoroughfares. There is a growing commercial/residential property

ratio and this will have a good impact on the revenues received by the city. Further, the changing nature of the community has affected the runs and the duties of the police officers.

The city of Novi has previously been a largely rural community in its northern and western areas. Its population density is still only a little more than 1,000 residents per square mile. It has about 13,000 occupied housing units and this places Novi as less urban than its older Oakland County neighboring communities, but it has less farmland than do the townships to the west and the north. The new stores, offices, hotels and restaurants have all created more tax income, but they also have required more municipal services. The department employed only 18 police officers in 1988 and there are now 30 officers in the Novi Police Department. There are 40 non-supervisory sworn personnel and 10 sworn supervisors. The department also employs 12 dispatchers and seven clerks.

IV. COMPARABLES:

A) EXTERNAL COMPARABLES:

The Union and the City of Novi have both offered the following seven cities as comparable communities:

Birmingham  
Bloomfield Township  
Ferndale  
Hazel Park  
Madison Heights  
Royal Oak  
West Bloomfield Township

The City of Novi has also proposed Auburn Hills, Waterford Township and White Lake Township as additional comparable communities. The Police Officers Association of Michigan contested the use of these cities by the panel and it offered the city of Dearborn as a comparable. It was asserted that using the additional communities proposed by the city as comparables was inappropriate for the following reasons:

- 1) These communities are too rural and distant.
- 2) The seven cities offered by both parties should provide a sufficient basis for comparability.
- 3) The cities offered by the union comport more closely to the statutory standards.

The city has offered the following two charts showing demographic data in support of the list of comparables it has proposed: (See pages 6A and 6B).

The employer also argued that in the 1993 Act 312 proceedings, for the dispatchers bargaining unit, the same cities now proposed by the city were adopted by that panel. The city also asserted that it utilized a rationally based methodology, i.e., all Oakland County communities which have a 1990 population within the range of 17,000-67,000, approximately one-half or two times the 1990 population for the City of Novi. They charged that there was random and haphazard methodology utilized by the Union in their selections.

The city cited the following factors in support of its list:

- 1) All of these communities have a similar geographic

**ACT 312**

**CITY OF NOVI**

**POAM**

**SEV**

<b>Community</b>	<b>1993 SEV</b>	<b>RANK</b>
Auburn Hills	514,191,065	8
Birmingham	951,955,950	6
Bloomfield Twp.	2,127,617,200	1
Ferndale	311,496,650	10
Hazel Park	178,917,450	11
Madison Heights	770,530,250	7
Royal Oak	1,276,458,000	5
Waterford Twp.	1,343,948,900	3
West Bloomfield Twp.	1,960,429,043	2
White Lake Twp.	463,593,850	9
NOVI	1,299,538,500	4

Source: 1993 Equalization, Oakland County, Michigan

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**ACT 312****CITY OF NOVI****POAM****1980 - 1990 POPULATION CHANGE**

<b>Community</b>	<b>1980 Population</b>	<b>Rank</b>	<b>1990 Population</b>	<b>Rank</b>	<b>Change (+/-)</b>	<b>Change</b>
Auburn Hills	17,136	11	17,076	12	-60	0.00
Birmingham	21,689	9	19,997	11	-1692	-0.08
Bloomfield Twp.	42,876	3	42,137	4	-739	-0.02
Ferndale	26,227	6	25,084	7	-1143	-0.04
Hazel Park	20,914	10	20,051	8	-863	-0.04
Madison Heights	35,375	5	32,196	6	-3179	-0.09
Royal Oak	70,893	1	65,410	2	-5483	-0.08
Waterford Twp.	64,437	2	66,692	1	2255	0.03
West Bloomfield Twp.	41,962	4	54,843	3	12881	0.31
White Lake Twp.	21,870	8	22,608	10	738	0.03
NOVI	22,528	7	32,998	5	10470	0.46

Source: U.S. Bureau of the Census, 1990 General Population Characteristics



location as they are all located within Oakland County, with the same governmental controls and commissions. The city argued that these communities are bound together as a cohesive unit with common problems and shared resources to solve those problems.

2) In terms of community profile, Novi is very similar to these communities. All of the comparables have populations with similar education levels.

3) In terms of physical characteristics, the City is very similar to the comparable communities. In 1990 populations, the City ranks fifth and in population density, the City ranks ninth. Similarly, in terms of occupied housing units, the City ranks sixth among the comparables while it ranks fourth in 1989 median household income. The City also compares favorably to these communities with respect to its poverty and unemployment levels.

4) This comparability holds true when examining the available SEV and the financial well-being of the City's residents. The City ranks fourth in total 1993 SEV, and fourth in per capita income. With respect to the community resources per officer, the City ranks fifth amongst the eleven comparables in its SEV available per non-supervisory officer. The City ranks fourth with respect to the SEV it has available per supervisory officer.

The panel considered all of the arguments and statistical information set forth above, but it was most influenced by the geographic proximity and similarities of the cities proposed by the employer. There is a sound basis to consider only Oakland County communities and the nearer, though smaller, townships are more

similar and they offer a full range in the local labor market for comparison purposes. For all of these reasons, the communities proposed by the employer are adopted as the comparable communities for purposes of this Act 312 arbitration.

**(B) INTERNAL COMPARABLES:**

The Novi Police Department consists of 30 police officers, nine detectives, seven sergeants, two lieutenants, one captain and the chief. The command officers have a separate bargaining unit, as do the twelve dispatchers. There also is a firefighter bargaining unit which has an agreement in place through the year 1995. These public safety employee groups are all subject to Act 312 arbitration procedures and therefore, they are the most comparable internal comparables.

The panel also finds the wages, benefits and conditions of work for other Novi city employees to be relevant to its deliberations. They share many of the same working conditions and they must rely on the same financial resources of the city for their contract settlements. Furthermore, the overall compensation received by other city employees has frequently been consistent with that received by the police officers. Thus, the compensation of all city employees will carry some relevance in the panel's deliberations. (See attached exhibit 8A).

All other city employees, both union and non-union, have generally had the same wage packages in the past. In 1994, all the units in the city were given a 4% raise. In 1993-94, some units got 4% while others received raises of 3.5% to 3.9%.

# CITY OF NOVI

## EMPLOYEE BENEFITS

	ADMIN	TEAMSTERS	C.O.A.M.	POLICE OFFICERS	CLERKS & DISPATCH	FIRE
<b>SALARY ADJUSTMENT HISTORY</b>	92 - 3.75%	92 - 4.00%	92 - 4.00%	92 - 4.00%	92 - 4.00%	92 - 4.00%
	93 - 3.75%	93 - 3.90%			93 - 4.00%	93 - 4.00%
	94 - 3.75%	94 - 3.50%				94 - 3.75%
						95 - 3.50%
<b>SICK DAYS/YEAR</b>	12	12	12	12	12	CTO (2)
<b>SICK LEAVE BANK</b> (50% payout)	130	130	130 (1)	130 (1)	130	CTO
<b>PERSONAL DAYS</b>	4	5	5	5	4	CTO
<b>HOLIDAYS</b>	13	13	13	13	13	13
<b>VACATION</b>						CTO
1 to 5 yrs = 10 days						0 - 5 yrs = 20
5 to 10 yrs = 15 days	yes	yes	yes	yes	yes	5 - 10 = 25
10 + yrs = 20 days						10 + = 30
16 yrs + up to 25 days	no	no	yes	no	no	no
<b>LONGEVITY</b>						
5YR=2% 10YR=4%	yes	yes	yes	yes	yes	yes
15YR=6% 20YR=8%						
<b>RETIREMENT</b>						
Benefit Level	B-2	B-2	B-2	B-2	B-2 (4)	B-2
Final Average Comp.	5 years	5 years	3 years	3 years	5 years	3 years
Early Retirement	no (3)	no	Age 50 25 yrs srv.	Age 50 25 yrs srv.	Age 50 (4) 25 yrs srv.	no
City Paid	yes	yes	yes	yes	yes	yes
<b>INSURANCE</b>						
Hospitalization	yes	yes	yes	yes	yes	yes
Dental Annual Limit	\$800	\$1,000	\$800	\$600	\$600	\$1000
Life	\$50,000	\$25,000	\$50,000 (5)	\$50,000 (5)	\$25,000	\$50,000
Disability	yes	yes	yes	yes	yes	yes
(60% salary 5 yrs, 6 mos. qualify)						
Short Term Disability	no	no	no	no	no	yes
Retirees-Hospitalization	yes	no	yes	yes	yes	yes
(Min. 20 yrs service)						
Employee contribution	emp >3,500	N/A	20%	20%	0	20%
<b>TUITION REIMBURSEMENT</b>						
Annual Limit	\$1,200	\$500	\$500	\$500	\$500	\$500

- 1 - 100% payout pre 1979
- 2 - In lieu of sick leave
- 3 - Appointed Officials Age 55 - 25 yrs
- 4 - Dispatchers only - Clerks C-2
- 5 - Triple Indemnity

**V.            ABILITY TO PAY:**

One of the factors the panel is charged to consider under Section 9 (C) of the statute is the financial ability of the municipality to meet the costs which would be imposed upon it if the union's economic proposals were adopted. The employer did not assert that it was "impoverished" in its presentations, but it did show that some of the neighboring communities were wealthier with greater SEV and a larger commercial/industrial base. On the plus side of the city of Novi's financial picture is the 1993 SEV which shows that the city ranks fifth among the comparable communities. On the other hand, the city's expenditures continue to rise while the revenue available to it will apparently decline.

Additionally, the panel must consider that the state has recently frozen real property assessments in two year segments and it has delayed realization of any income from increased assessments. Additionally, single business tax and sales tax allocations have dropped. Also, the city will have diminished collection fees because of the decrease in school property taxes. Finally, it seems the whole state taxation system is in a state of flux and it is most difficult to predict what direction municipal financing will take. The panel is convinced that a conservative approach is wise in such uncertain times. The city must provide for fair compensation improvements, but it should not be required to maintain an overall compensation package in excess of that offered by other comparable communities.

**VI.           THE INTERESTS AND WELFARE OF THE PUBLIC:**

Section 9 (C) of Act 312 requires that the panel consider the interests and welfare of the public. The police officers have asserted that its demands were both reasonable and justified and the public has demanded a properly compensated and professional police department. The union also maintained that the city's claim that it had a financial inability to meet the police officers economic proposals to be totally unacceptable and not in the public's welfare.

The city noted that it had already agreed to a collective bargaining agreement which provided its police officers with the best net pay package in the area. It asserted that the tax payers must ultimately pay for any economic improvements and they must bear the increased costs which will result if the union's demands are met. This fact, the city said, and the overall financial health of the city were taken into account in the city's offers of settlement.

**VII. CONSUMER PRICES:**

The police officers have asserted that the increases in the cost of living should be a factor which supports the union's economic demands. The union produced evidence that the consumer price index in the Detroit area did increase by 2.77% in 1993 and an approximate 3.0% in 1994. These increases are less than that which had been the pattern in the 1980's where there were greater increases in the costs of goods and services. In past years, the police officers had generally secured economic improvements which exceeded the increases in the CPI (12% vs. 8%). In 1992, a 4%

raise resulted in a pay increase about equal to the C.P.I. for that time period. The panel will take these facts into account in its final determinations.

VIII. ISSUES IN DISPUTE:

A. Union Issues:

- 1) Wages (Article VI - Exhibit "7")
  - a) Existing contract language:

APPENDIX A.

POLICE SALARY SCHEDULE

It is agreed that all officers presently employed by the City of Novi will be paid the following schedule:

	<u>7/01/90- 6/30/91</u>	<u>7/01/91- 6/30/92</u>	<u>7/01/92- 6/30/93</u>
START	\$23,722	\$24,671	\$25,657
AFTER 1 YEAR	27,535	28,637	29,782
AFTER 2 YEARS	31,351	32,605	33,909
AFTER 3 YEARS	35,164	36,571	38,034
AFTER 4 YEARS	38,981	40,541	42,162
DETECTIVE	38,981	40,541	42,162

It is agreed that all officers hired after August 1, 1987 by the City of Novi will be paid from the following schedule:

START	\$23,722	\$24,671	\$25,657
AFTER 1 YEAR	26,776	27,847	28,961
AFTER 2 YEARS	29,824	31,017	32,257
AFTER 3 YEARS	32,879	34,194	35,562
AFTER 4 YEARS	35,933	37,370	38,865
AFTER 5 YEARS	38,981	40,541	42,162

DETECTIVE	38,981	40,541	42,162
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b) Union's final offer of settlement:

	<u>7/01/93- 6/30/94</u>	<u>7/01/94- 6/30/95</u>	<u>7/01/95- 6/30/96</u>
START	\$26,427	\$27,220	\$28,036
AFTER 1 YEAR	29,830	30,725	31,646
AFTER 2 YEARS	33,225	34,221	35,248
AFTER 3 YEARS	36,629	37,728	38,860
AFTER 4 YEARS	40,031	41,232	42,469
AFTER 5 YEARS	43,427	44,730	46,072
DETECTIVE	43,427	44,730	46,072
	[Represents 3% across- the-board]	[Represents 3% across- the-board]	[Represents 3% across- the-board]

Wages to be retroactive to July 01, 1993 for all hours compensated and payable to all bargaining unit employees on the payroll of the employer on the date of the award or retired from the City of Novi since July 01, 1993.

c) City's final offer of settlement:

It is agreed that all officers employed by the City of Novi will be paid at an hourly wage rate according to the following schedule:

	<u>07/01/93- 06-30-94</u>	<u>07/01-94- 06-30-95</u>	<u>07/01-95- 06-30-96</u>
START	24,585.60* 11.82	25,313.60* 12.17	26,083.20* 12.54
AFTER 1 YEAR	27,747.20* 13.34	28,579.20* 13.74	29,432.00* 14.15
AFTER 2 YEARS	30,908.80* 14.86	31,824.00* 15.30	32,780.80* 15.76

AFTER 3 YEARS	34,070.40* 16.38	35,089.60* 16.87	36,150.40* 17.38
AFTER 4 YEARS	37,232.00* 17.90	38,355.20* 18.44	39,499.20* 18.99
AFTER 5 YEARS	40,393.60* 19.42	41,600.00* 20.00	42,848.00* 20.60
DETECTIVE	42,411.20* 20.39	43,680.00* 21.00	44,990.40* 21.63

Effective Date: As set forth above.

\*Note: The panel multiplied the hourly rate by 2080 to obtain an annual salary for comparison purposes. These figures did not appear in the city's final offer.

c) Discussion:

Both parties have offered a basic 3% raise in all three years of the contract. The only exception is that the employer has offered the detective only .5% raise in the first year of the contract. The basic difference between the two proposals is the number of scheduled hours of work the employees in this unit will have under the term of this labor agreement. The city's offer is predicated on a return to the same basic 40 hour work week that was in effect for this unit in 1988. The union proposes that the current twelve hour shifts be continued and that the employees be paid for four hours of scheduled overtime work in every 2 week pay period (104 hours per year).

The impact in the reduction of the 104 hours of pay is significant in that it represents a decrease of 156 hours of pay. Thus, a Novi police officer will not get a 3% pay raise under the first year of the employers wage proposal, but rather, his guaranteed annual take home pay will be decreased by 4.2%.



Similarly, even though his hourly pay rate is increased by 3% again in the second year of the contract, he still will have a lesser annual gross compensation. For the whole three year period, his annual pay will be increased by less than 2%. The impact is much less on the detectives who will receive an annual pay raise of about 7% raise over the life of the contract. This comparison also does not take into account the fact that a larger number of patrol officers will be entitled to a shift differential of 30 cents per hour than had received that premium in the past.

The employer referred to the change to twelve hour shifts in 1988 as an experiment that had failed. The city asserted that no other comparable city uses that work schedule because it is expensive and it does not provide satisfactory police coverage when there is peak needs for police services. The city asserted that the overall compensation for the Novi police officers was still the best in comparable cities even with the elimination of scheduled overtime hours. The employer stated that this was particularly true if the pension contribution of other police officers were taken into account. (See city exhibit, Page 14A).

The city also argued that the annual salary which included the 7.5% of guaranteed overtime placed Novi at the top of all comparable cities in compensation even if the pension set-off was not considered. The employer noted that without the overtime, the city's final offer still placed the Novi police officers third in gross annual salary. The panel observed that no other comparable police department guaranteed any overtime to its police officers.

**ACT 312****CITY OF NOVI****POAM****OVERALL COMPENSATION**

<b>Community</b>	<b>1992-1993 Annualized Salary</b>	<b>Total Gross Compensation</b>	<b>Employee Pension Contribution</b>	<b>Net Annual Compensation</b>	<b>Rank</b>
Auburn Hills	38580	48202	1929	46273	4
Birmingham	38815	44222	1164	43058	10
Bloomfield Twp.	41082	49073	411	48662	2
Ferndale	38283	46914	1719	45195	7
Hazel Park	36994	46359	2035	44324	8
Madison Heights	38663	49392	3557	45835	6
Royal Oak	38730	48262	2324	45938	5
Waterford Twp.	37190	46166	1860	44306	9
West Bloomfield Twp.	39311	46999	0	46999	3
White Lake Twp.	35731	45499	2573	42926	11
NOVI	39220	52234	0	52234	1
NOVI w/OT	42162	52656		52656	

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Further, the union's final offer of settlement would further escalate the disproportionality high total annual net compensation paid to this unit.

The issue of the eight hour work schedule versus the twelve hour schedule will be discussed in a subsequent section of this award.

e) Panel's Award:

The employer's last offer of settlement on Schedule A is adopted by the panel.

Daniel B. Dubay - chair      B. Brown      \_\_\_\_\_  
DuBay      Brown      Birdseye

2) Pension - (Art. XV)

a) Existing contract provision:

(None)

b) Union's final offer of settlement:

(Add language to Article XV)

Should the employer make available to any other city employee, a temporary period with a retirement program superior to that provided to members of this bargaining unit, such privilege (with all corresponding improvements) shall be extended to members of this bargaining unit.

Pension to be retroactive to July 01, 1993.

c) City's final offer of settlement:

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

d) Discussion:

The employer argued that the panel should not consider the

union's last offer of settlement because the substance of that proposal was never discussed by the parties in collective bargaining. The city noted that in negotiations and in the Act 312 hearings, the union proposed an increase in the pension multiplier. The union indicated this was its only pension issue in the testimony given by its witnesses, the employer said, and so there has been no bargaining to an impasse on this issue. Therefore, the city maintained that the union's new "me too" pension provision is not an issue in dispute which is properly before the panel.

Secondly, the city has asserted that the union has offered no rationale or any evidence in support of its proposal. There are no exhibits on this issue and no testimony was given by either side on this matter and so the panel cannot utilize the criteria set forth in Section 9 of the Act. Further, the city has indicated that the union's proposal is so broad and so vague as to defy application. The special circumstances which may justify the early retirement of one person with a superior program may not provide a justification for those benefits to be extended to all of the potential retirees in the police unit, the city contended, and so this proposal should be rejected by the panel.

The union indicated that in 1992 there had been a window period during which all city employees could take advantage of a specific pension benefit if they chose to do so. The union now seeks to be guaranteed that if there are any special temporary pension offerings in the future that these privileges be made available to the members of the police bargaining unit.

e) Panel's Award:

evidence.

Devin B DuBay - (Cousin) Bert Brown Birdseye

1) Eight (8) hour shifts - (Art. XVII, etc.)

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court appearances. Detectives working an 8-hour shift shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of eight (8) hours in any one day, or in excess of eighty (80) hours in any one pay period including time spent in court appearances. The hourly rate for all officers covered by this contract shall be computed using 2080 hours.

Days:	7 A.M. - 7 P.M.
Nights:	7 P.M. - 7 A.M.
Special:	3 P.M. - 3 A.M.

The City reserves the right to change the hours of the shifts, by not more than one hour in either direction. Working schedules for all members shall be posted at least twenty-eight (28) days in advance.

Section 17.4: The term "work week" shall be defined as a period of one hundred and sixty-eight (168) consecutive hours, i.e., seven (7) consecutive twenty-four (24) hour days beginning at 11:01 P.M. Sunday, each calendar week, and ending at that time the following Sunday.

Section 17.14: The City shall have the right to establish the number of teams per shift, and officers per team. The City also reserves the right to assign all probationary employees to a specific team and shift.

Section 17.15: Officers shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of twelve (12) hours in any one day, including time spent in court appearances.

Section 17.16: The shift/team selection process shall be on a seniority basis as described below.

- A. The City shall establish the number of officers per team.
- B. In order of seniority officers will select their shift.
- C. In order of seniority officers will select their team.
- D. All selections shall be effective for a six (6) month period.
- E. Trading of shifts and or teams shall be allowed. However, no officer shall work or be scheduled more than sixteen (16) consecutive hours. In emergency situations, such as major

natural disasters, mass civil disobedience, etc., the Chief has the right to temporarily waive the above scheduling provision.

- F. In the event of an absence that is going to exceed 30 days, the City has the right to re-schedule by seniority.

Section 20.3: Officers must meet the following conditions to receive the November Holiday Pay:

- A. During the payroll period in which an approved holiday occurs the officer must have worked a minimum of eighty four (84) hours.
- B. Approved leave time including vacation days, personal business days, approved sick days, or other approved leave can be included in the eighty four (84) hour definition of working hours. However, a vacation of funeral day will be the only leave day which can be substituted as a Holiday.
- C. If the combined work and approved leave time does not compute to eighty four (84) hours during any payroll containing a holiday the pay for the specific holiday will be deducted from the November holiday check.
- D. If a General Service Officer is not scheduled to work on a Holiday he/she will be given the option of working additional hours during the payroll period in order to reach a total of eight (80) hours and receive the November Holiday Pay. The schedule for the additional hours will be issued by the City and such hours will not qualify for overtime premium pay if scheduled in addition to eight hour work days in the Holiday payroll period. Only officers assigned to work a Holiday by the City will have the right to work the Holiday. The additional "makeup" hours will be worked at the rate of two additional hours per day or one regular full eight hour day.

b) City's final offer of settlement:

City Issue - Eight (8) Hour Shifts: New Article and Amendments to Article XVII - Overtime, Standby and Call-Back Pay, Section 17.1, 17.3, 17.4, 17.14, 17.15 and 17.16 and Article XX - Holidays, Section 20.3 - Economic.

**City Last Offer of Settlement:**

The following new Article shall be added to the contract and become effective July 1, 1995:

**HOURS OF EMPLOYMENT**

**Section .1** It is recognized that work assignments will be scheduled by the Department as set forth below.

- A. The Road Patrol schedule shall be prepared around a basic three, eight (8) hour shift system augmented by supplemental shifts as the need dictates:

Days	-	7:00 a.m. - 3:00 p.m.
Afternoons	-	3:00 p.m. - 11:00 p.m.
Midnights	-	11:00 p.m. - 7:00 a.m.

The City reserves the right to change the hours of the basic three shifts by not more than one hour in either direction.

- B. Once the schedule has been established, it will not be changed without 28 day notification and discussion with a union representative.
- C. Eight (8) days off will be scheduled in each twenty-eight (28) day work period. Rotation of work days shall be five (5) consecutive days on duty and two (2) consecutive days off duty.
- D. Employees shall be entitled to thirty (30) minutes off-duty for lunch during the eight (8) hour shift.

**Section .2** The selection of shifts and days off shall be made under the following guidelines:

- A. The Department will post a seniority list of all officers assigned to the Patrol Division. Officers will make selection of shifts and days off upon Departmental seniority.
- B. The City shall establish the number of officers per shift.
- C. In order of seniority officers will select their shift.



- D. In order of seniority officers will select their days off.
- E. All selections shall be effective for three (3) twenty-eight (28) day work periods.
- F. Trading of shifts shall be allowed. However, trading of shifts shall not be allowed when such action would result in the paying of premiums.
- G. No officer shall work or be scheduled more than sixteen (16) consecutive hours. In emergency situations, such as major natural disasters, mass civil disobedience, etc., the Chief has the right to temporarily waive the above scheduling provision.
- H. In the event of an absence that is going to exceed twenty-eight (28) days, the City has the right to re-schedule by seniority.

Section .3 Probationary officers shall be excluded from the permanent shift selection and shall be assigned by the Department according to its needs and/or the officer's need for training.

Section .4 Selection for shifts and days off will be accomplished by posting a blank shift manning chart forty-five (45) days prior to a new shift period.

- A. Selection of shifts and days off shall be completed by members of the bargaining unit within fourteen (14) days of posting. Such selection will be made in accordance with the provision of seniority as indicated in Section .2.
- B. Officers must select one shift and set of days off for the entire eighty-four (84) day period. Bumping, pre-empting another officer's selection after the selection period, based on seniority, shall not be permitted.
- C. Work hours as indicated on the blank shift manning chart will remain in effect throughout that period.
- D. Members of the bargaining unit who may be on vacation, sick leave, or other approved leave at the time of the posting and selection

process shall assume responsibility for making their shift selection, in writing, or by phone to the Division Commander. Failure to communicate their selection will result in the Department assigning them to the remaining available shift after all others have selected.

Section .6 Officers are not permitted to choose the same set of days off for more than three (3) consecutive twenty-eight (28) day periods or such other period that is mutually agreeable to the City and Union.

Effective July 1, 1995 Section 17.1 shall be revised to provide the following:

**17. OVERTIME, STANDBY AND CALL-BACK PAY**

Section 17.1: Officers working a 12-hour shift shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of twelve (12) hours in any one day, as hereinafter defined, or in excess of eighty-four (84) hours in any one pay period, including time spent in court appearances. Detectives working an 8-hour shift shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of eight (8) hours in any one day, or in excess of eighty (80) hours in any one pay period including time spent in court appearances. The hourly rate for all officers covered by this contract shall be computed using 2080 hours.

Effective July 1, 1995 Section 17.1 shall be revised to provide as follows:

Section 17.1: Officers working an 8-hour shift shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of eight (8) hours in any one day, as hereinafter defined, or in excess of forty (40) hours in any one work week, as hereinafter defined, including time spent in court appearances. Detectives working an 8-hour shift shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of eight (8) hours in any one day, or in excess of eighty (80) hours in any one pay period including time spent in court appearances. The hourly rate for all officers covered by this contract shall be computed using 2080 hours.

Effective date of the arbitration award - A provision shall be added to Section 17.3 providing that, Section 17.3 shall be deleted from the contract as of June 30, 1995.

Effective date of the arbitration award - Section 17.4 shall be revised as follows:

Section 17.4: The term "work week" shall be defined as a period of one hundred and sixty-eight (168) consecutive hours, i.e., seven (7) consecutive twenty-four (24) hour days beginning at 11:01 P.M. Sunday, each calendar week, and ending at that time the following Sunday (Effective July 1, 1995, the work week will begin at 12:01 A.M. Sunday).

Effective date of the arbitration award - A provision shall be added to Section 17.14 providing that, Section 17.14 shall be deleted from the contract as of June 30, 1995.

Effective July 1, 1995 Section 17.15 shall be revised to provide as follows:

Section 17.15: Officers shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of twelve (12) hours (Effective July 1, 1995 in excess of eight (8) hours) in any one day, including time spent in court appearances.

Effective date of the arbitration award - A provision shall be added to Section 17.16 providing that, Section 17.16 shall be deleted from the contract as of June 30, 1995.

Effective date of the arbitration award - Revise Article XX, Section 20.3 by adding the following sentence:

Effective July 1, 1995, references to eighty four (84) hours shall be changed to eighty (80) hours.

c) Union's final offer of settlement:

The union rejects any changes in the current language and/or practice and desires to maintain the status quo.

d) Discussion:

The city has argued that a return to the eight hour shifts, which were last in place in 1988, will result in a better delivery of police services to the community. The current twelve hour shifts are inappropriate for a larger police force and the patrol

officers have no continuity of service because they now have several days in a row off the job. The city contended that its new language re-adopts the negotiated methods the parties had used to schedule employees under the old contract and it allows the police officers to select their shift and their day off by an exercise of their seniority standing. In summary, the employer maintained that its final offer of settlement should be adopted because it provides Novi's citizens with the most efficient use of their police force.

The city also argued that its hourly rate and work schedule proposal were consistent with that offered in comparable communities. (See attached exhibit, Page 24A).

The city displayed the peak days and times for police activity and it showed that the city would be better able to meet these needs if it had three eight hour shifts. The city's witnesses stated that with new eight hour days and the manning levels on three shifts on a basic five day work week would better match up with the times of needed police activity. The chief added that under this plan, the department could better facilitate the employee's needs for time off and it will give officers 104 less hours worked in a year and more hours at home with their families on work days.

The city also argued that even the union had recognized that there were many problems (training, court time, etc.) with a twelve hour shift because of its inflexible character. The city noted that no other comparable community had twelve hour shifts and even those with ten hour shifts had recently reverted to the eight hour

ACT 312  
CITY OF NOVI  
POAM  
HOURLY

Community	1992-1993	Hrs Yr	Hourly
	Annual.		Rate
Auburn Hills	38580	2080	18.55
Birmingham	38815	2080	18.66
Bloomfield Twp.	41082	2080	19.75
Ferndale	38283	2080	18.41
Hazel Park	36994	2088	17.72
Madison Heights	38663	2080	18.59
Royal Oak	38730	2080	18.62
Waterford Twp.	37190	2080	17.88
West Bloomfield Twp.	39311	2080	18.90
White Lake Twp.	35731	2080	17.18
NOVI	39220	2080	18.86
NOVI w/GUARANTEED OT	42162	2184	19.30
NOVI OT RATE	42162	2080	20.27

poam28b.wk1

shifts. ((City of Ann Arbor, MERC Case No. D-83 D13 76 (1985); City of Southfield, MERC Case No. D-87 F 123 (1986) and City of Pontiac, MERC Case No. D-87 L 2575 (1990)).

The union has argued that in this proposal, the city has made sweeping changes in the wages, hours and conditions of employment for the police officers in this bargaining unit. The union has asserted that this proposal was not fully explored in negotiations and this complex issue cannot be adopted by way of a panel award which will contain pages of non-negotiated provisions regarding shift and day off selection and work assignments. The union claimed that the city's proposal cannot be implemented unless other sections of the labor agreement are also changed. The POAM also noted the severe impact this change would have on the annual compensation levels for most of the employees in the bargaining unit.

The union repeated its charge that the city did not earnestly pursue this contractual change at the bargaining table. The employers answer to this was to say that the issue had been proposed and discussed in collective bargaining, but the union would not take the matter seriously nor allow it to be discussed to any extent. Additionally, the employer noted that in the past, the parties had administered the contract provisions it has now proposed and both sides were well acquainted with these contract terms and their application.

The union also asserted that the shift premium pay language and the weekend off provision would not fit under a five day -

three shift operation. The city replied that the shift language would be applicable to all hours worked between 7:00 p.m. and 7:00 a.m. regardless of shift. The employer also indicated that days off would be selected in seniority order as the parties had done prior to 1988. The city acknowledged that the police officers would no longer have three and four day weekends, but that fact was seen as one of the disadvantages to the city in the past because of the police officers long time away from the job.

The POAM also asserted that the police officers would lose days with their family, which they now enjoy, under the twelve hour work schedule. The employer replied that though the officers would work more days per year, those days would be shorter and the officers would have 104 more hours per year with their families. The union also maintained that the present work schedule was the result of long negotiations and it shouldn't be scrapped just to satisfy a new chief of police. The union suggested that any defects in the twelve hour work schedule could have been cured by sincere negotiations with the union.

e) Panel's Award:

The comparables all support the city's proposal because there is no other twelve hour work schedule in place in the area. The city's proposed eight hour contract language does re-adopt former negotiated contract language and so these terms have not been unilaterally drafted. The long twelve hour shifts would seriously restrict any family life on work days and this offsets the union's argument that the eight hour shifts are harmful because of the

police officers loss of extra days with their family. The city did show that the eight hour shifts were more flexible and a better allocation of personnel to respond to the Novi citizens need for police services. For all of these reasons, the city's final offer of settlement is adopted.

Donald B. Dubay Brown Birdseye  
Dubay Brown Birdseye

- 2) Wages (see union issue No. 1)
- 3) Detective Pagers (Art XVII, Sec. 17.2)
  - a) Existing contract language:

17.2 Detectives shall work under the hours as defined by the General Services Bureau.

- b) City's final offer of settlement:

Section 17.2: Detectives shall work under the hours as defined by the General Service Bureau. Detectives (excluding individuals assigned to specialty positions such as DARE, Crime Prevention, NET, Court Services) must carry pagers at all times. Detectives shall promptly respond to departmental telephone calls and/or pagers. Failure to respond will result in disciplinary action. An on-call rotation system will be established by the Chief of Police after consultation with the Union. Trading of on-call days among eligible Detectives will be permitted. The on-call Detective must report to the Police Department or crime scene within one hour after notification by the Department.

The Police Department will provide a City vehicle to be driven for commuting purposes while on-call.

Effective Date: Date of the Arbitration Award.

- c) Union's final offer of settlement:

The union rejects any changes to the current language and/or practice and desires to maintain the status quo.

- d) Discussion:

The city has maintained that there had been difficulty in



recent years in calling in its six general detectives to carry on major crime scene investigations on weekends and after hours. Its solution to this problem was to propose an amendment to Section 17.2 in which the detectives are required to respond to their pagers at all times. The detectives would be required to come to the crime scene within one hour after notification. A rotation system would be established by management so that the detectives on-call days could be traded among them so that social activities could be planned and enjoyed without interruption. The city's proposal also included providing the on-call detective with a city vehicle to use for these off duty visits to a crime scene.

The city asserted that most of the comparable communities required detectives to wear pagers and those detectives were required to respond to pager calls or they could be disciplined. The other comparable communities may not "require" that the detectives come in, the employer argued, but the detectives do regularly come in while off duty. In summary, no other comparable community reported a problem with off-duty detectives coming in to investigate major crime scenes.

The union contended that the city's original demands on this issue were that a detective would have to respond to his page or he would be terminated. The union asserted that the city's current proposal represents too great a change from its original offer because it eliminates the termination aspect and it adds the use of city vehicles. The union charged that this issue had not been sufficiently discussed at the bargaining table and the parties had

not really understood which part of the city's proposal was in dispute. The union urged that this issue had not been sufficiently negotiated and therefore, the panel should reject the city's final offer and retain the status quo.

e) Panel's Award:

The city should be able to rely on its detectives to report to a crime scene when they are needed while they are off duty. The detectives receive special training and they also receive extra compensation to investigate the scenes of major crimes. It is not fair or appropriate to expect the untrained and lower paid police officers to do the work of detectives. If there is no present problem as the union claims, then this contract provision will change nothing. The rotation system for who is on call will satisfy the union's complaint that a detective's social life would be ruined by this pager language. For all of these reasons, the panel adopts the city's final offer of settlement.

  
DuBay

  
Brown

  
Birdseye

4) Promotions, Art. IX, Sec. 9.5

a) Existing contract language.

Section 9.5: Participants of the assessment center will be ranked numerically and vacancies will be filled in the same ranked order. If the employee holding the highest score would like to pass on a position offered, he/she will remain at the top of the list until he/she accepts a position, or until the list is no longer valid. An eligibility list using these rankings will remain in effect for a period of two (2) years from the date of the assessment center.

b) City's final offer of settlement:

The union rejects any changes to the current language

and/or practice and desires to maintain the status quo.

c) Union's final offer of settlement:

The union rejects any changes to the current language and/or practice and desires to maintain the status quo.

d) Discussion:

The employer asserted that under the current system, the chief is required to select the top ranked finisher of the assessment center. The city now proposes that a rule of three be adopted. That is, under the language proposed by the employer, the city could select from any one of the three top ranked candidates. The city maintained that this change would allow the department to place the most qualified person in the vacant position. The city argued that the assessment center does not take into account such critical factors as education levels, job performance ratings and discipline records. The employer stated that these non-testable factors could determine who was best fitted to fill a command officers position. The city noted that many comparable communities did follow the rule of three in their promotion's system.

The union argued that this issue was never discussed in any detail by the parties in their contract negotiations. The employer replied that it had always said that it wanted to go to the rule of three in promotions. The union explained that the parties had adopted the assessment center language in recent lengthy negotiations and there had been no complaints about the operation of the center or the application of the existing language of Section 9.5. The union asserted that the employer had not shown

any rationale for this change in contract language and the parties had never bargained to an impasse over this issue.

e) Panel's Award:

The employer did not show where the current contract language had caused a problem in the past. The panel was concerned that this issue had not been fully bargained. For all of these reasons, the union's final offer of settlement is adopted.

*Dennis B. Dubay - director*  
\_\_\_\_\_  
DuBay

*[Signature]*  
\_\_\_\_\_  
Brown

*[Signature]*  
\_\_\_\_\_  
Birdseye

6) Personal Business Days (Art. X, Sec. 10.4)

a) Existing contract language:

Section 10.4: In addition to the twelve (96 hours) illness days, the officers covered by this Agreement shall be allowed five (40 hours) personal business days with pay per year for personal business. Personal business days will be authorized only by permission of the Bureau Commander with approval of the Chief of Police upon advance written request by the officer. It will be necessary, except in an emergency that a twenty four (24) hour notice be given the Bureau commander when requesting a personal business day. If the Bureau Commander is not available to grant an immediate request, such time may be granted by the shift commander, in such event the oral request will be followed by a written one from the officer. Any unused personal business days at the end of the fiscal year shall be added to the officers sick day bank.

b) City's final offer of settlement:

Sec. 10.4 (Replacement of first sentence) In addition to the twelve (96 hours) illness days, the officers covered by this agreement shall be allowed four (32 hours) personal business days with pay, per year for personal business.

c) Union's final offer of settlement:

The union rejects any changes to the current language and/or practice and desires to maintain the status quo.

d) Discussion:

The city proposed reducing the number of paid personal days from 5 to 4. The employer argued that this benefit was at a much higher level than that which was offered in comparable communities. The city noted that the Novi police officers receive the highest overall compensation package of all the comparable communities and therefore, this reduction in one fringe benefit will save the city money and yet, the union members will still enjoy a very high level of compensation.

The union noted that there was no testimony on this issue and no competent evidence to explain or support the change that is proposed. The employer offered no rationale to justify this take away, the union argued, and therefore, the panel should maintain the status quo.

e) Panel's Award:

There was little evidence offered to support a reduction in an existing benefit for the bargaining unit members. The Novi police officers will already experience a reduction in their annual compensation due to the elimination of scheduled overtime. There was no basis shown for any other changes in the police officers overall compensation. For all of these reasons, the union's final offer of settlement is adopted.

Donna B. Dubay - Director  
Dubay

Brown  
Brown

Birdseye  
Birdseye

6) Court Time Article XVII, Sec. 17.5

a) Existing contract language:

Section 17.5: An officer who is called back to work during his/her regularly scheduled off time on a day off, for any reason, including court time, shall receive compensation at the rate of time and one-half (1-1/2) for the actual hours worked for a minimum of three (3) hours. An officer who goes to Court time prior to his/her regular shift duty will be paid the minimum three (3) hours regardless of whether there is over lap time.

b) City's final offer of settlement:

Section 17.5: An officer who is called back to work during his/her regularly scheduled off time on a day off, for any reason, including court time, shall receive compensation at the rate of time and one-half (1-1/2) for the actual hours worked for a minimum of three (3) hours. An Officer who goes to Court time prior to his/her regular shift duty will only be paid overtime for the time period prior to his/her regular duty, regardless of whether there is an overlap.

Effective Date: Date of the Arbitration Award.

c) Union's final offer of settlement:

The union rejects any changes to the current language and/or practice and desires to maintain the status quo.

d) Discussion:

The city seeks to reduce the current three hour overtime pay guarantee to unit members who are called in while off duty to perform court duty. The city argued that often an officer's three hours of court time could overlap with their regular shift time and they thereby, receive extra compensation. The city maintained that some other comparable communities do not pay for the costly overlap which Novi is required to pay. Therefore, the city seeks to pay less than three hours overtime pay when the court duty runs into the time of the regular shift.

The union stated that there was no adequate explanation

regarding why there should be a change in the current method of paying for court appearances. The employer also offered little evidence in support of this proposal, the union said, and so the panel should maintain the status quo.

e) Panel's Award:

The employer's proposal would represent another reduction in an existing benefit. The three hour call-in pay is a kind of a bonus for court appearances. If there is some overlap of payments, the officer is still required to go to court during off duty hours and the extra compensation represents payment for the loss of personal time. The extra pay is also to compensate the officer for the special trip to court on a day off or before or after his normal hours of work. The second shift employees (3:00 p.m. to 11:00 p.m.) will most often be involved in a court appearance which would extend past their starting time. The shift premium for these employees doesn't start until 7:00 p.m. and so the prospect of some additional compensation for the period 3:00 p.m. to 5:00 p.m. due to court time seems appropriate. For all of these reasons, the panel adopts the union's final offer of settlement.

Dennis B. DeBary - dissent  
DuBay

Brown

Birdseye

7) Holiday Designation - Art. XX

a) Existing contract language:

Section 20.1: Each officer covered under this Agreement shall receive thirteen (13) paid holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, and the officer's birthday. In the event an officer is not scheduled to

work the holiday, he/she will receive his/her base rate of pay. Every effort will be made to allow an officer to be off duty for the holiday. In addition to his/her holiday pay, if the officer's schedule starts on such holiday, he/she will be paid his/her base rate plus an additional twelve (12) hours (or hours worked) at straight time, payable that pay period, as long as the 12-hour shift is in effect.

b) City's final offer of settlement:

Section 20.1: Each officer covered under this Agreement shall receive thirteen (13) paid holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, and Martin Luther King Day. In the event an officer is not scheduled to work the holiday, he/she will receive his/her base rate of pay. Every effort will be made to allow an officer to be off duty for the holiday. In addition to his/her holiday pay, if the officer's schedule starts on such holiday, he/she will be paid his/her base rate plus an additional twelve (12) hours (or hours worked) at straight time, payable that pay period, as long as the 12-hour shift is in effect.

Effective Date: July 1, 1995

c) Union's final offer of settlement:

The union rejects any changes to the current language and/or practice and desires to maintain the status quo.

d) Discussion:

The employer's offer keeps the same number of designated holidays (13), but it deletes the members birthday and it adds Martin Luther King's birthday. The city asserted that it is important to honor the memory of Reverend King and there are scheduling and payment problems with the birthday holiday. The city showed that there have been grievances filed concerning birthdays which fall on an existing holiday. The city contended that scheduling is easier with one known holiday, than with



holidays spaced onto the whole year. The city also noted that non-police city employees and two other comparable communities celebrate Martin Luther King Day.

The union asserted again that there was little hard evidence in support of the city's proposal. The union indicated that most comparable communities do not celebrate Martin Luther King Day.

e) Panel's Award:

There is a clear trend by Oakland County communities toward honoring Martin Luther King by setting aside a holiday in his name. The city did show that there had been problems encountered with the birthday holiday. This change does not reduce the overall compensation of the Novi police officers and no preference was shown for the birthday holidays. For all of these reasons, the last best offer of the city is adopted by the panel.

Donna B. DuBay - Concurs  
DuBay

B. J. Brown  
Brown

\_\_\_\_\_  
Birdseye

### CONCLUSION

The panel observed that there were several issues about which further bargaining could have brought about a resolution. However, the panel chairman encouraged the parties to reopen negotiations during and after the Act 312 hearings. One or both parties could have demanded further bargaining or a mediator could have been requested or the panel could have been petitioned for a remand of one or several issues. Both parties commented on the lack of good faith bargaining on key issues, but this complaint was only offered as a reason to deny the other side's proposal.

Normally, an Act 312 panel would not adopt a drastic change in working conditions which requires several pages of new contract language. Here, an eight hour shift was adopted because the employer showed the change did satisfy all of the Section 9 criteria under the Act. Further, the language proposed was evenhanded and in keeping with former contract language. The union should have taken this proposal more seriously at the bargaining table. There was no middle ground offered to the panel and the outright elimination of the twelve hour shift was the best of the final offers of settlement.

**AWARD**

**Union Issues:**

- |             |                      |
|-------------|----------------------|
| 1) Wages    | City's offer adopted |
| 2) Pensions | City's offer adopted |

**City's Issues:**

- |                  |                       |
|------------------|-----------------------|
| 1) Hours         | City's offer adopted  |
| 2) Wages         | City's offer adopted  |
| 3) Pager         | City's offer adopted  |
| 4) Promotion     | Union's offer adopted |
| 5) Personal days | Union's offer adopted |
| 6) Court time    | Union's offer adopted |
| 7) Holidays      | City's offer adopted  |

Dennis B. DuBay  
DuBay

B. Brown  
Brown

Birdseye

3-22-95  
Date