

STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
PUBLIC ACT 312 ARBITRATION

IN THE STATUTORY ARBITRATION BETWEEN:

CITY OF NOVI

-and-

Arbitrator:
PAUL JACOBS

POLICE OFFICERS ASSOCIATION
OF MICHIGAN (DISPATCHERS)

MERC Act 312
Case No. D91 I-1675

OPINION AND AWARD

PANEL DELEGATES:

PAUL JACOBS, Chairman
DENNIS B. DUBAY, for the City
GERALD RADOVIC, for the Union

Introduction:

The Police Officers Association of Michigan (POAM), representing all office clerical and dispatch employees for the City of Novi Police Department, including dispatchers, clerks, and teletype operators, but excluding supervisors of the City of Novi, filed a petition for arbitration pursuant to Act 312, Public Acts of 1969, as amended, on October 16, 1992. The contract between the POAM and the City expired on June 30, 1991,

and the petition seeks to determine those economic issues set forth in therein for the period from July 1, 1991 to June 30, 1994. An answer to the petition was filed by the City through its attorneys on October 26, 1992. Impartial arbitrator Paul Jacobs was selected as the chairperson of the arbitration panel. He subsequently convened the parties, beginning with a pre-arbitration conference and ending with the panel meeting. In the interim, four hearings were held and transcribed by the official reporter for MERC. Following the conclusion of the hearings, final offers of settlement were exchanged, as well as briefs in support of each party's final offers of settlement. The City and Union issues before the panel are as follows:

1. Wages for Dispatchers
2. Communications Training Officers' Pay
3. Pension - Normal Age and Service
4. Pension - Multiplier
5. Pension - Final Average Compensation
6. Pension - Normal Age and Service
7. Uniform Cleaning and Maintenance Allowance
8. Matron Duties
9. Lunch Periods
10. Elimination One (1) Personal Business Day
11. Cap on Retirees' Health Insurance

12. Removal of "Light Duty" Language

The parties agreed that all the issues submitted are economic. The parties also stipulated that they would waive the time limits contained in Section 6 of Act 312. It was also agreed by the parties that the jurisdiction of the impartial arbitrator was proper. In addition, it was understood and agreed between the parties that the contract for the period from July 1, 1991 through June 30, 1994 would contain all of the prior agreements contained in the contract that expired on June 30, 1991, as modified by the parties, and also by panel's award on the issues before it.

In its brief, the City recited the standards for the arbitration panel's decision and stated that the pertinent sections of Act 312 were as follows:

. . . Section 9 of Act 312 sets forth the following factors upon which the Panel's decision must rest:

(The arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration, or otherwise between the parties, in the

public service or in private
employment.

The 1990 population of the City of Novi is established at 32,998. The City, in addition, has 12,699 occupied housing units and is primarily a city undergoing change from rural to suburban. The City also contains major shopping malls and some industry. The City currently employs 12 dispatchers and a communications manager. The dispatchers all have a seniority date of May 20, 1986 or earlier.

Comparability:

The panel is required by Sec. 9(d) of Act 312 to include in its determinations the issue of wages, hours, and working conditions of similar employees in comparable communities. The City, in its interpretation of Sec. 9(d), submitted its list of comparables, basing its opinion on the fact that communities which it considers comparable are all located in Oakland County, all have civilian dispatchers in a full-time police department, and all had a 1990 population within a range of 16,500 to 67,000. The cities listed are: Auburn Hills, Birmingham, Bloomfield Township, Ferndale, Hazel Park, Madison Heights, Royal Oak, Waterford Township, West Bloomfield Township, White Lake Township. The Union's list of comparables included the cities of

Farmington Hills, Pontiac, and Southfield but did not include the cities of Auburn Hills, Ferndale, Hazel Park, Royal Oak, or White Lake Township.

The Union, according to testimony furnished during the hearings, conducted its investigation of comparability by sending one of the Novi dispatchers (Renee Mastej) to visit with other dispatchers in Oakland County and, in the case of the cities which she was unable to visit, to gather the information through phone conversations. The Union believes that the departments it has included as comparable are those departments where dispatcher work is similar to that performed by City of Novi dispatchers, and that population alone is an arbitrary method of determining comparability, which must include an independent investigation of dispatchers' actual work.

Dispatcher Mastej has approximately 10 years of seniority and testified in great detail as to the duties of the dispatchers holding full-time positions with the City of Novi. These individuals dispatch for the Novi Police and Fire Department, the Wixom Police and Fire Department, the South Lyon Police and Fire Department, the Lyon Township Fire Department, and also all 911 calls for Lyon Township. It was her further testimony that Ferndale has only one civilian dispatcher, who works afternoons, and all the rest of the dispatching is done by cadets and police

officers. Hazel Park has three dispatchers who work with a command officer who does dispatching. Royal Oak has police service aides who have responsibilities other than dispatching. White Lake Township has one dispatcher per shift and a sergeant who dispatches along with the dispatcher.

The communities designated by the Employer as comparable are not, in all respects, comparable to the communities suggested by the Union. I would eliminate as comparable the following communities suggested by the Employer; namely: Auburn Hills, Ferndale, and Hazel Park. These communities do not fit the pattern of comparability as testified to the hearing. I would also eliminate from the list of those suggested by the Union the cities of Pontiac and Southfield. These cities are considerably larger than the City of Novi and also have a considerably higher rate of index crimes.

ISSUES

WAGES FOR DISPATCHERS

PRESENT:

ARTICLE XIX - WAGES

SALARY SCHEDULE - July 1, 1990 - June 30, 1991

POLICE CLERK I

Start	17,355
1 Year	17,660
2 Year	17,972

POLICE CLERK II	
Start	18,495
1 Year	18,928
2 Year	19,361

POLICE CLERK III	
Start	19,577
1 Year	19,836
2 Year	20,096

DISPATCHER	
Start	18,720
1 Year	19,448
2 Year	21,370
3 Year	23,474

CHIEF DISPATCHER	
Start	24,287
1 Year	19,448
2 Year	21,370
3 Year	23,474

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XIX - WAGES

SALARY SCHEDULE - July 1, 1991 - June 30, 1992

DISPATCHER	
Start	19,469
1 Year	20,226
2 Year	22,225
3 Year	24,413
4 Year	25,117

[Represents 4% increase from start to 3 year step, 7% increase at 4 year step]

SALARY SCHEDULE - July 1, 1992 - June 30, 1993

DISPATCHER	
Start	20,248
1 Year	21,035
2 Year	23,114
3 Year	25,389
4 Year	26,122
5 Year	26,750

[Represents 4% increase from start to 4 year
step, 6½% increase at 5 year step]

SALARY SCHEDULE - July 1, 1993 - June 30, 1994

DISPATCHER

Start	21,057
1 Year	21,876
2 Year	24,039
3 Year	26,405
4 Year	27,167
5 Year	28,489

[Represents 4% increase from start to 4 year
step, 6½% increase at 5 year step]

Wages for Dispatchers to be retroactive to
July 1, 1991.

CITY'S FINAL OFFER OF SETTLEMENT:

Revise the annual salary rates set forth in the
contract for Dispatcher and Chief Dispatcher as
follows:

Effective July 1, 1991 - June 30, 1992:

Effective July 1, 1991, increase the annual
salary rates by four (4%) percent across the
board.

Effective July 1, 1992 - June 30, 1993:

Effective July 1, 1992, increase the annual
salary rates by four (4%) percent across the
board.

Effective July 1, 1993 - June 30, 1994:

Effective July 1, 1993, increase the annual
salary rates by four (4%) percent across the
board.

Effective Date: As set forth above.

There was really no dispute as to ability to pay. The Novi Police Department is one of the highest, or perhaps the highest paid police departments in the vicinity. As a result the demand for a position on the City of Novi Police Department is so great that the only persons interviewed for a recent vacant position were already established police officers from other communities who wished to transfer because of the City's higher wage structure.

Thus, it is a matter of considering the Consumer Price Index and comparable wages in other communities in order to determine what is a fair and equitable wage increase. The wage increase sought by the union is the difference between employees with less and more seniority. This would actually mean that very few dispatchers for the City would receive the 4%, which the City is offering and the Union is prepared to accept, for those dispatchers who have not reached the four-year step and beyond. The Union argues that by giving an additional percentage increase to the employees at the fourth and fifth step of service, they will thus have the added incentive to remain with the City of Novi as a dispatcher until retirement age.

The undeniable testimony of Mastej makes it patently clear that the job of dispatcher in Novi is stressful. It should be noted that recently it has been very difficult to train and

retain qualified dispatchers because of the stress. However, the current City of Novi dispatchers have a record of long service and have maintained their jobs without the need for any additional incentive to remain on duty. There may, however, be a basis for offering incentives in other areas. These incentives would benefit both the City and the employee.

The employees must also recognize that their pension program requires no contribution; therefore, they are able to retain an addition five or ten per cent of their salary, which they might otherwise have to contribute to a pension plan.

It must be remembered that when wages are increased, an increase in the Employer's pension contribution longevity pay, holiday pay, worker's compensation premiums, and FICA contributions is required. These amounts are known as "rollup costs" and Employer's Exhibit C-41 indicates that for each one hundred dollar increase in salary, there is an additional rollup cost of \$35.25. It does not appear that a request for higher than 12% during the course of the three-year contract is reasonable.

The panel selects the City's final offer of settlement, believing that the offer is fair and reasonable even though it exceeds the Consumer Price Index and the current rate of inflation, as reported by the Department of Labor. The award is retroactive.

COMMUNICATIONS TRAINING OFFICERS' PAY

PRESENT:

Communications training officers are currently not paid extra compensation. There is no contract provision covering this position.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XIX - WAGES

Employees who are assigned by the department to perform as communications training officers will receive an additional ten (\$10.00) dollars for each shift of such assignment. Payment will be made on the first (1st) payroll of the month following the month during which the assignments are fulfilled.

Communications Training Officers Pay to be effective date of award.

CITY'S LAST OFFER OF SETTLEMENT:

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

Effective Date: July 1, 1991.

One of the duties required of a City of Novi dispatcher is to assist in the training of new dispatchers while, at the same time, performing all the duties required of the position during a shift. There was only one incident that Mastej was able to recall where dispatchers were given some brief training on instructing new trainees. The Union believes that the additional

burden of training a dispatcher while performing all of the regular duties of the position should result in a premium of \$10 per shift.

The training program in the City is a loosely supervised program providing on-the-job training for a proposed new dispatcher. The dispatcher who is doing the training really has no special guidelines for training and the new trainee is merely learning by example while observing the trainer during his/her shift.

There is no question but what supervising a new trainee adds to the stress of the job, and some consideration should be given to the establishment of a designated training officer whose job description also includes dispatching. It appears, however, that currently training is incidental to the position of dispatcher and does not merit an additional \$10 per shift.

The panel adopts the City's final offer of settlement on wages.

PENSION, NORMAL AGE AND SERVICE

PRESENT:

ARTICLE XVIII - RETIREMENT

18.1: The City shall continue to make monthly contributions on behalf of each employee to the Michigan Municipal Employees Retirement System (MMERS) to provide at a minimum all of the present

benefits to which the employees are now entitled under the present arrangement between the City and MMERS, (Plan C-1). Effective July 1, 1989, plan B-1 shall be adopted. Effective July 1, 1990, plan C-2 shall be adopted. Effective July 1, 1989, all contributions to this retirement system shall be fully paid by the City.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XVIII - RETIREMENT

18.1 The City shall continue to make monthly contributions on behalf of each employee to the Michigan Municipal Employees Retirement System (MMERS) to provide at a minimum all of the present benefits to which the employees are now entitled under the present arrangement between the City and MMERS, (Plan C-2 with B-1 base). All contributions to this retirement system shall be fully paid by the City. Effective [date of award], all bargaining unit members shall be eligible for normal, unreduced retirement benefits at age 50 with 25 or more years of service.

Pension - Normal Age and Service to be effective date of award.

CITY'S LAST OFFER OF SETTLEMENT:

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

Effective Date: July 1, 1991.

This is the issue referred to in the discussion on wages wherein it was stated that there are some points at which incentives can and should be offered to dispatchers. It should be noted that very few dispatchers have ever reached the current

retirement age. Most dispatchers are female and, whether by reason of marriage, the need to raise a family, or lack of incentives, do not remain in the dispatcher category until retirement age and, therefore, receive no retirement benefits as outlined in the current contract.

The job of dispatcher appears to be a unique occupation. It is undisputed, in most communities, that police officers do not choose to learn and/or perform the dispatcher duties, which are, in most cases, performed by women. Although no issue was raised as to discrepancy in wages between men and women, it would appear that there is reason for an argument that the position does not receive comparable pay to that of a police officer (most of whom are male) because the position is primarily filled by women.

Dispatcher positions are difficult to fill, not only due to the wage structure, but also because it is a very difficult and stressful occupation with an extraordinary amount of responsibility required. Therefore, it would be in the best interest of the City to avoid a frequent turnover in the dispatcher position considering that the training of new dispatchers is difficult.

A reduction in the age for retirement and the possibility of acquisition of pension benefits is an incentive that may very

well encourage dispatchers to remain on the job. In order to effectuate the adoption of the Union's final offer of settlement regarding this issue, it would undoubtedly be required by the actuaries that the City begin funding this provision; however, in all reality, it should not require much in the way of funding currently.

The panel adopts the Union's final offer of settlement.

This award is not retroactive.

PENSION - MULTIPLIER

PRESENT:

ARTICLE XVIII - RETIREMENT

18.1: The City shall continue to make monthly contributions on behalf of each employee to the Municipal Employees Retirement System (MMERS) to provide at a minimum all of the present benefits to which the employees are now entitled under the present arrangement between the City and MMERS, (Plan C-1). Effective July 1, 1989, plan B-1 shall be adopted. Effective July 1, 1990, plan C-2 shall be adopted. Effective July 1, 1989, all contributions to this retirement system shall be fully paid by the City.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XVIII - RETIREMENT

18.1 The City shall continue to make monthly contributions on behalf of each employee to the Michigan Municipal Employees Retirement System (MMERS) to provide at a minimum all of the present benefits to which the employees are now entitled under the present arrangement between the City and

MMERS. Present arrangement shall include C-2 level of benefit with B-1 base. Effective (date of award), B-2 level of benefit shall be implemented for all bargaining unit members for all years of service. All contributions to this retirement system shall be fully paid by the City.

Pension - Multiplier to be effective date of award.

CITY'S LAST OFFER OF SETTLEMENT:

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

Effective Date: July 1, 1991.

PENSION - FINAL AVERAGE COMPENSATION

PRESENT:

ARTICLE XVIII - RETIREMENT

18.1: The City shall continue to make monthly contributions on behalf of each employee to the Municipal Employees Retirement System (MMERS) to provide at a minimum all of the present benefits to which the employees are now entitled under the present arrangement between the City and MMERS, (Plan C-1). Effective July 1, 1989, plan B-1 shall be adopted. Effective July 1, 1990, plan C-2 shall be adopted. Effective July 1, 1989, all contributions to this retirement system shall be fully paid by the City.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XVIII - RETIREMENT

18.1 The City shall continue to make monthly contributions on behalf of each employee to the Michigan Municipal Employees Retirement System (MMERS) to provide at a minimum all of the present

benefits to which the employees are now entitled under the present arrangement between the City and MMERS, (Plan C-2 with B-1 base). All contributions to this retirement system shall be fully paid by the City. Effective [date of award], final average compensation shall be computed on the highest 36 months of earnings, divided by 3 [FAC-3].

Pension - Final Average Compensation to be effective date of award.

CITY'S FINAL OFFER OF SETTLEMENT

Retain current contract language and add no additional contractual provisions on the issues of Pension (FAC) and Pension (Multiplier)

Pension - Final Average Compensation to be effective date of award.

The Union argues that in a majority of comparable jurisdictions, the multiplier, on average, is better than that in Novi and approximately one-half of the Union's suggested comparables have either three or four years for calculation of the final average compensation. In addition, the Union urges that since no one is receiving any pension benefits from the City of Novi, the cost to the City is the second lowest of all union jurisdictions listed. When just the employers' comparables are examined, Novi's cost is the lowest. The City has not been required to make any pension contributions from 1985 through 1990 because the plan contains a surplus to date. The City urges the

panel to consider the fact that in many of the comparable jurisdictions, the employee is required to make a pension contribution, whereas none is required in the City of Novi.

The City states that until age 65, the multiplier applicable to unit members in Novi is equal to or greater than the multiplier in many of the comparable cities; thus, there is no reason to change the current multiplier. The City also urges that at age 65 and beyond, when social security becomes available, even though the multiplier drops from 2% to 1.7%, the Novi dispatchers are in a favorable position compared to comparable communities.

The City states that a report prepared by Gabriel, Rober, Smith & Company Actuaries shows that the annual cost of the multiplier proposal will be \$4,688. This is a modest cost for a benefit which may or may not be received because of the nature of the dispatching profession. Therefore, it is the opinion of the neutral arbitrator and this panel that the Union's position on the multiplier issue should be adopted.

With regard to the Union's request that the number of years used in determining the final average compensation be decreased from five to three, the City's position is better sustained. Other than the fact that it is a benefit which the Union seeks to obtain for its members, there does not appear to

be any solid backing in the evidence to support the request. There appears to be no significant reason for changing the number from five to three at this time.

The City's final offer of settlement is adopted.

UNIFORM CLEANING AND MAINTENANCE ALLOWANCE

PRESENT:

ARTICLE XXIV - UNIFORM CLEANING AND MAINTENANCE ALLOWANCE

24.2: The City shall pay each employee an annual cleaning, maintenance and replacement uniform equipment allowance in the sum of three hundred fifty dollars (\$350.00), payable as follows: one-half to be paid on or about April 15, and the balance to be paid on or about August 15.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XXIV - UNIFORM CLEANING AND MAINTENANCE ALLOWANCE

24.2: The City shall pay each employee an annual cleaning, maintenance and replacement uniform equipment allowance in the sum of five hundred dollars (\$500.00), payable as follows: one-half to be paid on or about April 15, and the balance to be paid on or about August 15.

Uniform Cleaning and Maintenance Allowance to be effective date of award.

CITY'S FINAL OFFER OF SETTLEMENT:

No increase. (See City Final Offer of Settlement on City Issue 4.)

Effective Date: July 1, 1991

The City proposes that the current uniform allowance of \$350 per annum be eliminated and suggests that the dispatchers wear whatever clothing they desire. The City argues that because the dispatchers work behind the scenes and are not visible to the public, they do not require a uniform. This does not seem to be an appropriate response to the issue of uniforms and uniform allowance. Although the dispatchers are not police officers, they are a structured unit and are operating within the police department and are, from time to time, called upon to perform some police officer duties performed by female officers, particularly the duties of a matron when no female police officer available. Accordingly, it is the opinion of the arbitrator that the dispatchers should continue to wear uniforms and receive payment for not only the purchase of uniforms but for the maintenance of the uniforms. The sum of \$350 paid over the years has not been unreasonable and I feel that the Union's final offer of settlement to increase the amount to \$500 per annum should be adopted.

MATRON DUTIES

PRESENT:

ARTICLE XIX - WAGES

19.5: Any employee assigned to Matron duties shall be paid a flat rate of five (\$5.00) dollars per Assignment.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XIX - WAGES

19.5: Bargaining unit employees shall not be required to search prisoners.

Matron Duties to be effective date of award.

CITY'S FINAL OFFER OF SETTLEMENT:

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

Effective Date: July 1, 1991.

In the absence of a female police officer when there is a female prisoner to be searched, the current resolution of the issue is for a female dispatcher to conduct the search. The dispatcher is to be protected by a male police officer standing outside the door of the cell where the prisoner is being searched. To date there has been very little training for the dispatchers regarding the conduct of a search. There is also a great concern by the dispatchers for their health with regard to the possibility of contracting a disease as a result of a search. The number of searches conducted by dispatchers is very small.

Currently, there is no ongoing program of instruction for dispatchers as to the method for conducting a search or on providing themselves with proper hygiene and safety procedures during the search process. It is not a practice which the

impartial arbitrator feels ought to be continued for any length of time unless the dispatchers are provided with additional training and better security than that which is currently being offered. The fact that a male officer is present in the near vicinity of the search does not offer a great deal of protection to the dispatcher, who is within a cell attempting to search a female prisoner. Fortunately, to date, there have been no real serious incidents, although there have been some reported incidents where the dispatcher felt that she was not being provided adequate protection by the police officer assigned to protect her.

Inasmuch as this contract will have expired by the time the formal opinion is rendered and signed and ratified by all of the parties, it is not imperative that this contract be changed, but that a great deal of attention be paid to the matter of matron duties for dispatchers in future contracts. Accordingly, the panel adopts the present provisions regarding matron duties with the suggestion that this matter be looked into with much greater detail in future contract negotiations.

LUNCH PERIODS

PRESENT:

No contract language. No set practice. Lunch time is not guaranteed to any employee.

UNION'S FINAL OFFER OF SETTLEMENT:

Add language to the contract:

ARTICLE _____ - LUNCH PERIODS

All employees working an eight (8) hour day shall be permitted thirty (30) minutes for a lunch period, and it shall be part of the work day. Employees shall be allowed to leave the building during lunch periods.

Lunch Periods to be effective date of award.

CITY'S FINAL OFFER OF SETTLEMENT:

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

Effective Date: July 1, 1991.

The dispatchers now eat their lunch in the dispatch room and/or at their work station at such time as there is a lull in dispatch activities. The dispatchers wish to have the opportunity to leave the dispatch area and the building as well during a 30-minute lunch period. The testimony indicated that there were no nearby restaurants. The impartial arbitrator does not believe that the dispatchers can, as the situation now exists, make a dash to and from a restaurant and return to the work station within 30 minutes. It is not that the impartial arbitrator is opposed to the dispatchers being allowed a 30-minute lunch period, but he feels that the Union's final offer of settlement does not provide a workable solution. If it is

meant that the dispatchers shall be allowed to leave the building but remain on the premises (the parking lot, for example), that is one thing, but if it means that the dispatchers are to drive to some restaurant a distance from the police station, that is another matter and that is not something that can be looked upon lightly.

Accordingly, the impartial arbitrator believes that while there is some merit to a portion of the Union's final offer of settlement, the actual phrasing of the final offer of settlement will create more problems than it will solve. Thus, the impartial arbitrator and the panel select the current method of establishing lunch periods without any contract language.

ELIMINATION OF ONE PERSONAL BUSINESS DAY

PRESENT:

ARTICLE X - SICK LEAVE WITH PAY

Section 10.7: Personal Business Days. In addition to the twelve (12) illness days, employees covered by this Agreement shall be allowed five (5) personal business days per annum to be prorated based upon the date of hiring. Effective January 1, 1991, personal business days shall be reduced to four (4) per calendar year. Personal business days will be authorized only for those items which cannot be done on normal time off duty, and will be by permission only of the Chief of Police upon advance written request by the employee. It will be necessary, except in an emergency that a twenty-four (24) hour notice be given the Chief when requesting a personal business day. If the Chief of Police is not available to grant an immediate request, such time

may be granted by the Chief's designee. In such event, the oral request will be followed by a written one from the employee. Any unused personal business days at the end of the fiscal year shall be added to the employee's sick day bank provided in paragraph 10.2 above, on the same terms and conditions. All personal business days shall become available for usage on January 1, each year. In the event of resignation or retirement, payment for personal business days shall be prorated on a calendar year basis.

UNION'S FINAL OFFER OF SETTLEMENT:

The Union desires to maintain the status quo and proposes no change to contract language or practice.

CITY'S FINAL OFFER OF SETTLEMENT:

ARTICLE X - SICK LEAVE WITH PAY

10.7: Personal Business Days. In addition to the twelve (12) illness days, employees covered by this Agreement shall be allowed three (3) personal business days per annum to be prorated based upon the date of hiring. Personal business days will be authorized only for those items which cannot be done on normal time off duty, and will be by permission only of the Chief of Police upon advance written request by the employee. It will be necessary, except in an emergency that a twenty-four (24) hour notice be given the Chief when requesting a personal business day. If the Chief of Police is not available to grant an immediate request, such time may be granted by the Chief's designee. In such event, the oral request will be followed by a written one from the employee. Any unused personal business days at the end of the fiscal year shall be added to the employee's sick day bank provided in paragraph 10.2 above, on the same terms and conditions. All personal business days shall become available for

usage on January 1, each year. In the event of resignation or retirement, payment for personal business days shall be prorated on a calendar year basis.

The Union points out that the contract currently provides for four personal business days. The City's response is that the average in other comparable communities is 2.99 business days. The Union also points out that the personal days may only be used with permission of supervision and also relates the use of the personal day and the benefit derived therefrom to the tradeoff between lack of ability to depart the premises at lunchtime.

There does not appear to have been any testimony indicating abuse of the provisions for personal leave days and, therefore, it does not appear that a subject bargained for and maintained in the past should be reduced by one fourth without any specific reason based upon ability to pay or unreasonableness of the number of days.

The panel adopts the current contract language providing for personal days.

CAP ON THE RETIREE'S HEALTH INSURANCE

PRESENT:

ARTICLE XVIII - RETIREMENT

18.2: Upon full retirement or disability retirement, the City shall provide Blue Cross/Blue Shield MVF-1, plus master medical, with 100/200

deductibles, 90%/10% co-pay, and the prescription rider, for employee and spouse, to be effective July 1, 1989. An employee must be receiving a pension benefit from MMERS to be considered as a retiree and to qualify for paid health insurance benefits.

UNION'S FINAL OFFER OF SETTLEMENT:

The Union desires to maintain the status quo and proposes no change to contract language or practice.

CITY'S FINAL OFFER OF SETTLEMENT:

ARTICLE XVIII - RETIREMENT

18.2: The City agrees to pay 80% of the retiree's medical coverage, and the retiree agrees to pay the remaining 20%. Failure to remit the retiree's share of the premium coverage in a timely fashion shall be grounds for suspending the above coverage.

To qualify for this coverage an employee must possess a minimum of twenty (20) years of seniority upon retirement. Employees granted a disability retirement shall be excluded from this provision.

The spouse of a retiree shall have survival rights to the medical coverage, as described above, subject to the following conditions: The city agrees to pay 80% of the spouse's medical coverage, and the spouse agrees to pay the remaining 20%. In the event that the spouse shall have comparable or better insurance available, the City shall have no obligation to continue coverage. In the event the spouse loses the comparable coverage, the spouse will then become eligible for employer coverage.

Effective Date: Date of the Arbitration Award.

The topic of health care is currently before Congress and massive changes are anticipated, regardless of whose plan is adopted. Therefore, the arbitrator suggests that at the present time no alterations should be made in the retirees' health insurance plan. If a new plan is not adopted by Congress, the matter can then be dealt with as part of the negotiations for the next contract.

The arbitrator recommends that the panel adopt the Union's final offer of settlement.

REMOVAL OF "LIGHT DUTY" PROVISIONS

PRESENT:

ARTICLE XI - DUTY DISABILITY LEAVE

11.7 When an employee is physically able, the employee will accept a limited duty assignment as prescribed below:

11.8 An employee who sustains an injury or incurs an illness while on or off duty, may be returned to work on limited duty at the discretion of the department. His activities on limited duty are to be prescribed by his/her own physician during the first 30 worked days. Thereafter, additional limited duty time may be authorized with his/her activities during the extended limited duty to be prescribed by the employee's own physician and the employer's physician.

UNION'S FINAL OFFER OF SETTLEMENT:

The Union desires to maintain the status quo and proposes no change to contract language or practice.

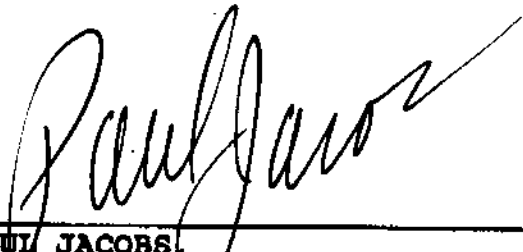
CITY'S FINAL OFFER OF SETTLEMENT:

Eliminate the above-referenced Section 11.7 and Section 11.8 from the contract.
Effective date: Date of the Arbitration Award.

The light duty provisions in Article XI, Sections 11.7 and 11.8 provide for limited duty at the discretion of the Department. This places the matter squarely in the hands of the Department and it does not appear that there is any reason to add to, alter, or amend the current language.

The arbitrator recommends that the panel adopt the Union's final offer of settlement.

Dated: June 22, 1994



PAUL JACOBS,
Panel Chairperson

STATE OF MICHIGAN
DEPARTMENT OF LABOR

COMPULSORY ARBITRATION - P.A. 312

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF NOVI

Public Employer

-and-

POLICE OFFICERS ASSOCIATION
OF MICHIGAN (Dispatchers)

Petitioner

Pursuant to
Act 312, P.A. of 1969
as amended


MERC CASE #D91 1-1675


AWARD

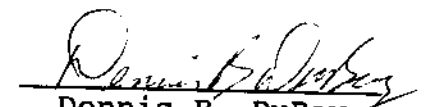
The arbitration panel adopts the award set forth below and also notes that the panel members have indicated those issues on which they concur and those issues on which they do not concur.

- | | | |
|----|--|-------|
| 1. | Wages for Dispatchers | City |
| 2. | Communications Training Officers' Pay | City |
| 3. | Pension - Normal Age and Service | Union |
| 4. | Pension - Multiplier | Union |
| 5. | Pension - Final Average Compensation | Union |
| 6. | Uniform Cleaning and Maintenance Allowance | Union |
| 7. | Matron Duties | City |
| 8. | Lunch Periods | City |

9. Elimination One (1) Personal Business Day Union
10. Cap on Retirees' Health Insurance Union
11. Removal of "Light Duty" Language Union


Chairman
Paul Jacobs


Gerald Radovic
Union Delegate
Dissents on Issues #1,
#2, #7, #8.
Concurs on Issues #3,
#4, #5, #6, #9, #10, #11.


Dennis B. DuBay
Employer Delegate
Concurs on Issues #1
#2, #7, #8.
Dissents on Issues #3
#4, #5, #6, #9, #10, #11.