

MICHIGAN DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of the City
of Oak Park,

Employer

Act 312 Matter N. 087-12144

-and-

Oak Park Public Safety
Officers Association,

Labor Organization

FINDINGS OF FACT, OPINIONS
AND ORDERS OF ARBITRATION PANEL

The Oak Park Public Safety Officers Association (Association) is the certified collective bargaining representative of the police and fire personnel employed by the City of Oak Park (City). Their most recent collective bargaining agreement expired on June 30, 1987. A petition was filed for the appointment of an impartial panel chair pursuant to Act 312 of the Public Acts of 1969.

The Association's representative on the panel is Costanzo Lijoi. Representing the City is Robert Deadman. Herbert Burdick was appointed chair of the Act 312 Panel by agreement of the parties and confirmed by the Michigan Employment Relations commission.

Extensive hearings were held and the parties have submitted Last Best Offers and Briefs in support thereof. All parties have expended unusually large amounts of time and have rendered outstanding services.

ISSUES

On July 7, 1989 the Panel identified issues as to economic status, as follows:

- Wages - E
- Staffing (number of personnel) - NE
- " (financial penalty) - E
- " (platoon) - NE
- Performance Evaluation - NE
- Grievance Procedure - NE
- Shower - NE
- Union Office - E
- Military Leave - E
- Pension - E
- Duty Disability - E
- Union Activities Time - E
- Wage Differentials, New Hires - E
- Wage Differentials, New Hires - E
- Schedule Changes (right to eliminate mandatory overtime) - NE
- Schedule Changes (effect) - E
- Reorganizing Lieutenants & Captains - NE
- Assigning PSOs - NE
- Manning Patrol Cars - NE
- Auxiliary Fire Fighters - NE
- Residency - NE
- Insurance Carriers - E
- Emergency Leave Days - E
- Sick Leave Abuse - E

In the above, E is Economic and NE is Non-economic. The issue of Maternity Leave was waived.

The parties submitted Last Best Offers as to the non-economic issues as well as the economic issues.

The City initially submitted eight (8) issues:

- Mandatory Overtime
- Staffing
- Manning Patrol Cars
- Residency
- Insurance carriers
- Emergency Leave Days
- Maternity Leave (waived)
- Sick Leave Abuse

The Association initially submitted eleven (11) issues, but moved to withdraw Issues 3, 5, 6, 7, 8, 9, and 10. the Panel granted said motion, thus the remaining Association issues are:

- Wages
- Staffing
- Grievance Procedure
- Wage Differentials, New Hires

In the Last Best Offer, the City addressed and labeled issues as follows:

- Wages
- Wage Differentials - New Hires
- Schedule changes - right to Eliminate Mandatory Overtime
- Schedule Changes: Effect
- Insurance Carriers
- Assigning PSOs
- Auxiliary Fire Fighters
- Reorganizing Lieutenants and captains
- Manning Patrol Cars
- Emergency Leave Days
- Sick Leave Abuse
- Performance Evaluations
- Grievance Procedure
- Residency

In its Last best Offer, the Association addressed and labeled issues as follows:

- Wages
- Wage Differential for New Hires
- Grievance Procedure

The Association also listed seven (7) "Issues Presented for Arbitration by the City of Oak Park" and offered "Status Quo" as to each of them.

The Panel will address the issues as listed by the city in its Last Best Offer since they include the Association issues as listed

in the Association's Last Best Offer.

CRITERIA

The Panel is guided by Sections 8 and 9 of Act 312, MCL 423,328 and 239:

423.238 Disputed economic issues, identification; submissions of settlement offers, adoption; findings, opinion, and order; delivery of copies, basis

Sec. 8. At or before the conclusion of the hearing held pursuant to section 6, the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to submit, within such time limit as the panel shall prescribe to the arbitration panel and to each other its last offer of settlement on each economic issue. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic shall be conclusive. The arbitration panel, within 30 days after the conclusion of the hearing, or such further additional periods to which the parties may agree, shall make written findings of fact and promulgate a written opinion and order upon the issues presented to it and upon the record made before it, and shall mail or otherwise deliver a true copy thereof to the parties and their representatives and to the employment relations commission. As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9. The findings, opinions and order as to all other issues shall be based upon the applicable factors prescribed in section 9. This section as amended shall be applicable only to arbitration proceedings initiated under section 3 on or after January 1, 1973.

423.239 Basis for findings, opinions and orders

Sec. 9. Where there is no agreement between the parties or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, 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 those 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 times, 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.

Section 9 sets forth specific criteria to be followed and the Panel has carefully considered those criteria as applicable to each issue. Particular reference has been made to comparables, the same being accepted and considered.

DURATION OF CONTRACT

The Association's position is that the instant contract should run until June 30, 1990. The City's position is that all awards should be effective for the period from the date of entry of the awards through June 30, 1992. The panel recognizes that the history of bargaining between the parties reflects contracts of three (3) year duration. The Panel also recognizes that the old contract expired some two and one-half years ago. To write new or altered provisions of the contract which would be effective for

barely six months would be to invite an almost immediate renewal of the protracted disputes between the parties. A period of stability is to be desired. All the time, energy and expense involved in this arbitration would be largely for nought if it were to result in a contract of such minuscule duration.

IT IS HEREBY ORDERED that the awards herein shall be effective from the date of entry until June 30, 1991. Dissenting:

AWARDS AND ORDERS

1. Wages

The base wages as of July 1, 1987 are as follows:

<u>DIFFERENTIAL %</u>	<u>CLASSIFICATION</u>	<u>MAXIMUM RATE</u>
100%	PSO I	36,811.00
106%	PSO II DISPATCHER	39,019.66
108%	PSO II DETECTIVE	39,755.88
115%	Sergeant \$40,860 \$41,596	42,332.65
125%	Lieutenant \$44,541 \$45,277	46,013.75
135%	Captain	49,694.85
145%	Deputy Director	53,375.95

For fiscal year 1987-1988, the City's Last Best Offer is a 1% increase across the board. For that same period, the Association's Last Best Offer is 3.25% across the board. For comparison, the actual dollar amounts proposed are as follows (rounded to the nearest dollar):

	City Offer	Association Offer
PSO I	\$ 37,180	\$ 38,007
PSO II DISPATCHER	39,411	40,287
PSO II DETECTIVE	40,154	41,048
Sergeant \$40,860 \$41,596	42,757	43,708
Lieutenant \$44,541 \$45,277	46,475	47,509
Captain	50,193	51,309
Deputy Director	53,911	55,110

For fiscal year 1988-1989, the City's Last Best Offer is an increase of approximately 3.1% over fiscal 1987-88 while the Association's offer is 3.50%. For fiscal 1990-91 the City's offer is an increase of just over 4% over fiscal 1989-90 while the Association's offer is 4.00%.

The Panel notes that the major disparity is in the offers for fiscal 1987-88: 1% versus 3.25%. Of course, this difference is reflected in each subsequent fiscal year.

In reaching its decision, the Panel is particularly influenced by City Exhibit 19 which compares base salaries for PSO I and Sergeant between Oak Park and thirteen other communities for (roughly) July 1, 1987. All but one of the comparatives are Oakland County communities. The Oak Park salaries were by far the highest. For PSO I the second highest salary was paid by Berkeley: \$34,407, or \$2,404 less than Oak Park. For Sergeant the second highest salary was paid by Southfield: \$39,770, or \$2,466 less than Oak Park.

The panel also notes City Exhibit 14 which compares Oak Park Lieutenant salaries with the 13 other communities for, inter alia, July 1, 1987. The second highest salary was paid by Southfield: \$43,084, or \$2,769 less than Oak Park.

The Panel notes that the Association presented no exhibit on comparative salaries. The Association did, however, offer Exhibit 22 comparing percentage increases in salaries for PSO's with ten other Communities. For 1987-88, the increases ranged from 1.6% to 6.3% for the ten communities. For the six communities the Association designated as "most comparable," the average increase

tallied to 3.8%.

That 3.8% average is closer to the Association's 3.25% Last Best Offer than to the City's 1% Last Best Offer for 1987-88. More important, we find, is the fact that the City's salary structure is already far higher than all the other comparatives. Even the highest percentage increase (6.3% for Farmington) will not bring that city's salaries close to the level of the Oak Park salaries.

IT IS ORDERED that the City's Last Best offer as to Wages be adopted, retroactive to July 1, 1987.

Dissent: _____

2. Wage Differentials - New Hires

The parties agree on the differential PSO's I's, except for the effective dates. The City wants the differentials to be effective July 1, 1989 with the differentials contained in the previous contract to apply to fiscal years 1987 and 1988. The Association wants the differentials to be effective as of July 1, 1987. The dollar amount difference of approximately \$90,000 is significant.

IT IS ORDERED that the City's Last Best Offer as to wage differentials for new hires be adopted. Dissent:

_____.

3. Right of the City to Eliminate Mandatory Overtime

The panel has already ruled, on August 24, 1989, that this issue

pertains to management prerogatives and is of non-arbitrable character. The substantial adverse impact of the alteration of the four platoon system, if any, on wages, safety or workload may be arbitrable. Until and unless any such alteration is made, it is not possible fully to assess whether such impact will exist. (But see below).

The Association offers the status quo of Article XXIII, Section 7. The City offers a significant change in Section 7. The previous contract allowed for alteration on an "experimental basis" if agreeable to both parties. The City's present offer reserves to itself the right to make changes, but requires 30-day advance notice, a 20-day period for a tender of Association concerns as to potential adverse effects, commits itself to considering the concerns in good faith, and provides for an average work week of 40 hours for each employee.

The fact that this is a management prerogative is controlling. The requirement of "good faith" serves as a protection for the Association should any substantial adverse impact ensue.

The Association argues that an "arbitration panel can only compel agreement as to mandatory subjects, "citing Local 1277, AFSCME v. Centerline, 414 Mich. 642, 654 (1982). The Association, however, as well as the City, is asking the Panel to nevertheless rule on the non-mandatory subjects. The Association demands "Status Quo" and argues that the Panel cannot accept any "change" by the City.

The fact is that there is no existing contract. The old contract has expired. Thus, there is no real "Status Quo" to enact and no contract in existence that can be "changed". Since this issue

involves management prerogatives, the City can simply impose the elimination of mandatory overtime and requires no contract provision to do so.

The Panel rules that the City's Last Best Offer implicitly addresses and minimizes potential adverse impact, offering at least a patina of protection to its police employees.

IT IS ORDERED that the City's Last Best Offer as to this issue be adopted. Dissent: _____

4. Schedule Changes: Effect

The City offers substantial changes from the previous contract as to the number of lieutenants, work schedules, schedule adjustment time and posting. The Association offers the status quo. No persuasive arguments have been made to establish any improper or highly unstable practice in connection with scheduling by the City.

IT IS ORDERED that the City's Last Best offer as to this issue be adopted. Dissent: _____.

5. Insurance Carriers

The previous contract allowed the City to change some carriers so long as the benefits are not diminished. The Association offers the status quo. The City offers an additional proviso that it give at least 90 days written notice prior to such change and that the Association shall have the right to confer with the City regarding any proposed change. No detriment inures to the Association by the added proviso, provided it is understood that a switch to a plan that would limit access to free choice of physicians would be a diminution of benefits.

IT IS ORDERED that the City's Last Best Offer as to this issue

be adopted. Dissent: _____

6. Assigning PSO's

The City offers substantial changes from the previous contract as to PSO II positions, detectives, non-grievability, removal and reassignment and competitiveness. The Association offers the status quo. The Panel does not find material and substantial evidence to support the Association's position.

IT IS ORDERED that the City's Last Best Offer as to this issue be adopted. _____.

7. Auxiliary Fire Fighters

The Panel already ruled that this issue pertains to management prerogatives and is non-arbitrable. The Association offers the status quo. The City offers a provision that it regains the right to train and utilize auxiliaries to supplement fire fighting. The additional proviso that such use will not result in the layoff of sworn personnel, obviates any adverse impact on wages, safety or workload.

The Panel uses the same rationale that it did in resolving Issue 3.

IT IS ORDERED that the City's Last Best Offer as to this issue be adopted. Dissent: _____.

8. Reorganizing Lieutenants and Captains

The Association makes no Last Best Offer on this issue.

The Panel has ruled this issue to be non-mandatory. A proviso protects an incumbent captain's rank and pay;. This is a management prerogative.

The Panel uses the same rationale that it did in resolving Issue 3.

IT IS ORDERED that the City's Last Best Offer as to this issue be adopted. Dissent:_____.

9. Manning Patrol Cars

The Association offers the status quo. The City's offer gives it discretion when five, six or seven cars are assigned to patrol. The Panel has ruled that this issue is non-mandatory. This is a management prerogative. The gender-neutral designation is appropriate.

The Panel uses the same rationale that it did in resolving Issue 3.

IT IS ORDERED that the City's Last Best Offer as to this issue be adopted. Dissent:_____.

10. Emergency Leave Days

The Association offers the status quo. The City offers that all but the first-day of such 3-day leave be chargeable against unused sick leave.

IT IS ORDERED that the Association's Last Best Offer as to this issue be adopted.

11. Sick Leave Abuse

The Association offers the status quo. The City offers provisions which challenge the integrity of the employees. It offers a requirement of medical certification at its sole

discretion, does not allow for grievance, requires a physician of its own choosing, and purports to mandate the absence of a freedom of movement to the sick employee. The City, in its Brief, has conceded that such abuse is "limited" and that abuse was and is punishable under the former contract. Therefore, no need for change has been established.

IT IS ORDERED that the Association's Last Best Offer as to this issue is adopted. Dissent:_____.

12. Performance Evaluations

The Association offers the status quo which is silence. The City offers a reasonable evaluation procedure to be performed each six months, with the exception that it proposes that evaluations not be grievable. The evaluations can lead to imposition of discipline and, presumably, can affect promotability (thus adding an economic dimension).

IT IS ORDERED that the City's Last Best Offer as to this issue be adopted, with the deletion of the words: "Evaluations are not subject to the grievance procedure in this contract."
Dissent:_____.

13. Grievance Procedure

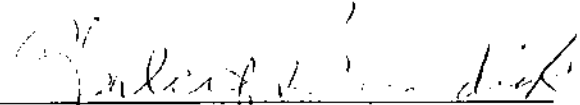
The parties both offer substantial changes in the grievance procedure. Of particular note is Step 5. In the previous contract there are restrictions on going to arbitration. The Association proposes to remove these restrictions. The City seeks to alter or increase these restrictions.


IT IS ORDERED that the Association's Last Best Offer as to this issue be adopted. Dissent:_____.

14. Residency

The Association did not address this issue. The City's offer reserves the right to impose limited residency requirements on new hires after January 1, 1990.

IT IS ORDERED that the City's Last Best Offer as to this issue be adopted. Dissent:_____.


HERBERT BURDICK
Chair


ROBERT DEADMAN
City Representative

COSTANZO LIJOI
Association Representative

DATED: 2-23-90

MICHIGAN DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of the City
of Oak Park,

Employer,

Act 312 Matter N. 087-12144

- and -

Oak Park Public Safety
Officers Association,

Labor Organization

DISSENT OF COSTANZO Z. LIJOI PANEL DELEGATE FOR THE
OAK PARK PUBLIC SAFETY OFFICERS ASSOCIATION TO THE DRAFT OF OPINION
DATED FEBRUARY 23, 1990

Due to the constraints of time, the undersigned will make his dissent and objections brief.

Factual Basis of Objections and Dissent

After approximately thirty-three hearing dates, over the course of one year and inspite of a three week adjournment, the panel met only twice to discuss a rather complex proceeding. During the course of those discussions, which totaled less than six hours, some issues presented by the parties were hardly even discussed. Repeated demands by the undersigned and the representative of the City for production of a draft of the proposed award were unfruitful. The first and only draft of the award was presented to the panel delegates at approximately 1:00 p.m. on February 23, 1990, exactly four hours before the deadline for the filing of an opinion.

One of the most critical aspects of Public Act 312 is the opportunity for panel delegates to discuss in detail the real issues which separate the parties. This was not done in this case. Instead, the panel's chair sought to force the panel delegates to settle a contract which the parties themselves could not settle over three years of negotiations. In fact, as late as 2:00 p.m. on February 23, 1990, after delivery of the opinion to the respective panel delegates, the panel chair suggested that the parties again attempt to negotiate, in spite of the fact that every major issue decided by the panel chair went in favor of the City.

A list of each issue will follow in the same order as presented by the Opinion.

DURATION OF THE CONTRACT:

During contract negotiations, the filing of the parties petitions, and through the presentation of the evidence at hearings, no question was presented by either party as to the duration of this contract beyond three years. The Chairman's Opinion, which creates a four year contract, is outside the scope of the petitions, outside of the scope of the evidence and outside of the boundaries of law. I, therefore, dissent and object to any award of wages beyond the three year period.

1. WAGES:

The Chairman's Opinion makes reference to City, Exhibits 14 and 19, and Association Exhibit 22. The Chairman's Opinion ignores literally volumes of testimony regarding the wage history of the City of Oak Park and job content of the Public Safety Department compared to traditional police and fire units. Nowhere in the Chairman's Opinion does he designate which municipalities are comparable.

The Chairman, leaving out discussion of 1989-90 altogether, adopts the City's wage LBO for a four year contract because of his imprecision, it is impossible to tell exactly what he means. However, in adopting the City's wages for all four years of the contract, it can be argued that the Opinion has undoubtedly eliminated the following from the contract:

- a. COLA
- b. The percentage differentials by ranks above PSO I
- c. The promotional rank of PSO II Dispatcher.

NONE OF THE ABOVE WERE NEGOTIATED between the parties prior to the institution of Public Act 312. NONE OF THESE ISSUES were part of either petition. THERE IS NO EVIDENCE in the record regarding any of these issues.

In addition, awarding all four years to the City, in the reliance of Exhibits 13 and 14, which sets forth the wages of traditional police departments only, ignores the public safety function and job content of OPPSOA members. The use of traditional police and fire department wages for comparison also ignores the unrefuted evidence in this record as to the greater number of officers required by a municipality with traditional police and fire departments as compared to a fully consolidated public safety department.

2. WAGE DIFFERENTIAL - NEW HIRES:

The question of retroactivity of wages for public safety officers hired after July 1, 1984 was not an issue during negotiations, in the petitions of either party, and was not supported by any evidence during the hearing. No City witness testified as to the financial impact of retroactivity. There was testimony, however, during the course of these proceedings that the parties

negotiated a new formula. That new formula was included by both the City and the Union in their LBO. The Chairman's Opinion states, "The dollar amount difference of approximately \$90,000.00 is significant". That statement relies upon an exhibit to the City's Brief which was not admitted into evidence during the presentation of testimony, nor even offered for evidence, nor testified to by any City witness. It is for the purposes of this Opinion, a fabrication by the City. The chair's reliance on it is without justification under the law.

The effect of the Chairman's adoption of the City's offer on this issue is to punish 12 to 14 members of this Union for the delay of the Panel in bringing this award to a reasonable conclusion. Every penny of the \$90,000.00 (if the amount is accurate) is taken from the pockets of 12 to 14 officers without there ever being a question raised as to retroactivity.

In less than 81 words, without any evidence, in the record, without any basis in law, two years worth of improvements in wages is ripped from the pockets of 12 to 14 members of this department. It is also noted that the Chairman's Opinion ignores the fact that no response was filed by the City to this issue in its answer to the Association's petition.

3. RIGHT OF THE CITY TO ELIMINATE MANDATORY OVERTIME:

The Chairman's Opinion begins with the following sentence:

The panel has already ruled on August 24, 1989,
that this issue pertains to management prerogatives
and is of non-arbitrable character.

This is one of the several issues that the Chair originally ruled, over the objection of the Union, was "non-arbitrable". In so ruling, the issue is outside the scope of Public Act 312. Not satisfied with the ruling, the Chair

by adoption of the City's last best offer makes substantial changes to several articles of the contract. Through its last best offer, the City has prepared the contract for the implementation of a three platoon system. It is therefore both confounding and contrary to the August 24, 1989 ruling by the Chair that the following statement should appear in the opinion:

Since this issue involves management prerogatives, the City can simply impose the elimination of mandatory overtime and requires no contract provision to do so. The panel rules that the City's last best offer implicitly addresses in minimizing potential adverse impact, offering at least a patina of protection to its police employees. (Emphasis Supplied)

In one breath, the opinion states that since it is not arbitrable, no contract changes are necessary, then in the next breath allows the City to make substantial contract changes. It is also interesting to note the reference to "police employees". As with the wage issue, the opinion disregards the dual role of a public safety officer in a fully consolidated department.

One final comment in the Chairman's Opinion again points to either a complete lack of understanding of the law or its complete disregard.

The fact is there is no existing contract. The old contract has expired. Thus, there is no real "status quo" to enact and no contract in existence that can be 'changed'.

This statement ignores the purpose of Section 13 of Public Act 312, maintaining the "status quo". If adopted by an Appellate Court, it would eliminate the one of the primary features of the Act, that is, the maintenance of the terms of the contract until changed by the decision of the Panel.

The Chairman's Opinion fails to recognize that this issue was the single biggest issue which prevented the parties from reaching an agreement during the course of three years of negotiations and hearings. The Chairman's Opinion which disregards the total lack of evidence for the changes made in the City's LBO, is unconscionable.

It would also appear that the adoption of the City's LBO would put the payment of overtime for services rendered by members of the department in excess of 40 hours per week or 2080 hours per year into serious question. This is contrary to decades of practice in the City of Oak Park and completely unsupported by City evidence during the course of the hearing.

4. SCHEDULE CHANGES EFFECT:

This is a new issue, not even contained in the Petition submitted by the City as repeated in the Chairman's Opinion on page 2. Here the City is allowed to make continued substantial change to the contract and eliminate promotions, reorganize the staff, all with the seal of the Chairman's Opinion. Without any evidence having been submitted, in just 6 short lines, almost 40 years of negotiations and practice relating to schedules in Oak Park is tossed out the window. In both issues, 3 and 4, the Chairman's Opinion completely ignores the fact that each employee will lose 6 1/2 days off. No reference is made to the economic impact and benefit derived by the City as a result of the savings of those 6 1/2 days.

5. INSURANCE CARRIERS:

The Chairman's opinion is incorrect. The previous contract did not allow the City to change health insurance carriers as long as the benefits were not diminished.

6. ASSIGNING PSOs:

The Chairman's Opinion eliminates the position of PSO II Detective as a permanent promotion within the department. The justification for the elimination of this provision is:

The Panel does not find material and substantial evidence to support the Association's position.

It was the City's position that these promotions be eliminated. It was the City that was required to submit substantial and material evidence, which it did not. It was the City's burden to prove the necessity to change, not the Union's burden to prove a negative. The adoption of the City's LBO is unsupported by any substantial material evidence.

In addition, clearly the City's LBO, which was adopted by the Chairman's Opinion, eliminates the position and the pay associated with "PSO II - Dispatcher". This not supported by any negotiation, petition or evidence.

7. AUXILIARY FIRE FIGHTERS:

This is another issue which the Chair ruled is both a management prerogative and non-arbitrable. If it is both a management prerogative and non-arbitrable, then it is outside the scope of the Panel's authority to make change. The adoption of the City's last best offer makes substantial change to the contract.

The Chairman's Opinion contains the following statement:

The City offers a provision that it regains the right to train and utilize auxiliaries to supplement fire fighting. [Emphasis Applied.]

Again the Chairman's Opinion is contradictory. If this truly were a "management prerogative", there would be nothing to "regain". In eight lines, the Chairman's Opinion destroys the fully consolidated nature of the police

and fire services rendered by the Association. In just eight lines, the Chairman's Opinion has taken the first step toward the elimination of fire services by the Association. It does this without support of or reference to, any evidence in the record - because there is none. In addition, in adopting the LBO of the City, the Chairman's Opinion eliminates a prohibition against the City subcontracting police services. In effect, therefore, not only may the City implement an auxiliary fire department, but now it may also subcontract police services.

8. REORGANIZING LIEUTENANTS AND CAPTAINS:

The Association did make a last best offer on this issue. Again it appears that either the Association's position was ignored or the Chair failed to understand it. This is another issue which the Chair has called "non-mandatory". Yet it permits substantial change to the Contract and the elimination of another promotional position. It only took 6 lines to do that.

9. MANNING PATROL CARS:

This is another so-called "non-mandatory" issue by the Chair. Again, if it is not mandatory, then why are changes in the language of the contract necessary? The answer is obvious: There is a prohibition contained in the contract to prevent the City from manning patrol cars in the fashion they choose. The LBO of the City changes the language of the contract. The City urges the panel to do so without any evidence in the record. There is no substantial material evidence to support these changes. In addition, the Chairman's Opinion completely ignores the testimony by both parties relating to the duties and function of "stand-bys". Clearly, the City is attempting to change the system by which stand-bys are utilized by removing them from the

station and placing them in single cars. There is no reference in the Chairman's Opinion as to the effect of this change on the operation of the department, the fire services rendered or the safety of the officers in question,.

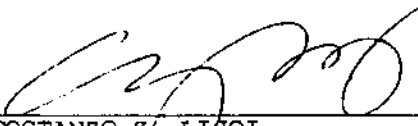
10. PERFORMANCE EVALUATIONS:

There was no evidence offered by the City to support any change. While the Association is appreciative of slight modification contained in the adoption by the Chair of the City's LBO, the inclusion of any performance evaluation in the fashion demanded by the City is not supported by material and substantial evidence.

11. RESIDENCY:

The Chairman's Opinion is absolutely incorrect that "the Association did not address this issue." Perhaps, the Chairman ignores the Brief of the Association. The Association devotes two pages to this question in its brief. Actually, it was the City who failed to address the issue in its petition.

Perhaps no other single issue is more representative of the failure by this panel to do what the legislature demanded in formulating Public Act 312. There is no evidence to support a change in the residency requirements. The history of labor relations in Oak Park is that residency was conceded by the City over many years of negotiations. Now in one sentence the Opinion reinstitutes residency as a condition of employment. Clearly this issue has been one of the most controversial issues of the last decade in Municipal labor contracts. Only this Chairman's Opinion could ignore the far-reaching impact of his award without any support in the evidence or analysis of its effect.


COSTANZO Z. LIGOI
Association Representative

Dated: February 26, 1990