

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
ACT NO. 312 ARBITRATION PROCEEDING  
BEFORE PETER E. O'ROURKE, CHAIRPERSON  
AND DENNIS B. DUBAY, EMPLOYER DELEGATE,  
AND WILLIAM BIRDSEYE, UNION DELEGATE,  
DETROIT, MICHIGAN

IN THE MATTER OF:

CITY OF WAYNE,

Public Employer,

and

Case No: D82F-3125

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN,

Public Employees.

FINDINGS, DETERMINATION AND AWARD

In the matter of the City of Wayne (hereinafter City), Public Employer, and the Police Officers Association of Michigan (hereinafter Union), Act 312 Arbitration Proceedings were held by Peter E. O'Rourke, arbitrator and impartial chairperson, Dennis B. DuBay, City delegate and William Birdseye, Union delegate. The panel was appointed pursuant to the Police-Firefighters Arbitration Act (Act 312, Public Acts of 1969, as amended). The arbitrator was appointed on September 21, 1982, together with the delegates for the employer and labor organization. The arbitrator called the delegates, council for the City and representative of the Union together for a pre-hearing conference on October 25, 1982. Agreement on procedures, hearing schedules and other stipulations was reached at the pre-trial conference. Hearing dates were scheduled for December 13, 14 and 15, 1982 at the Michigan Employment Relations Commission offices, Detroit, Michigan.

The last collective bargaining agreement between the employer and the Union covered a period ending on June 30, 1982. The findings, determination and award herein apply for a two year period thereafter. This is by stipulation of the parties.

At the hearings the parties presented Joint Exhibits 1-5. The Union presented Union Exhibits 1-33 and the City presented City Exhibits 1-100. The parties each presented testimony from witnesses and arguments with respect to the issues. Pursuant to the Act the economic issues and disputes were identified and the parties submitted the last offers of settlement. Consistent with the pre-trial conference guidelines established by and for the parties, the City submitted a post-hearing revised last offer of settlement together with a Post-Hearing Brief. The Union presented a memorandum in support of its last offer of settlement, its offer being identical to its pre-hearing offer. Transcripts of the court hearing were obtained. Several issues developed between the hearing dates and the final meeting of the delegates on March 14, 1983; these issues were disposed of by determinations issued by the arbitrator.

On March 14, 1983, the arbitrator and the delegates met, reviewed the testimony and exhibits and exchanged opinions with respect to the respective merits of the testimony and the exhibits. It was agreed that Section 9 of the Act prescribed the factors and guidelines upon which the findings, opinion and order as to both economic issues and all other issues should be based. MCLA 423.239, Section 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 facts, 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 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 proceeding.
- (h) Such other facts, 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 parties have been unable to reach an agreement on numerous issues. There are certain conclusions and findings of fact based on lengthy testimony, arguments, briefs and exhibits, which, along with the factors prescribed in Section 9 of the Act, are the basis for the determination/award and order. They are as follows:

1. The City of Wayne is located approximately 20 miles west of Detroit. It is about six square miles in size, four miles long and one and one-half miles wide. It has a population of about 23,000. The city has had a steady population since approximately 1970. It is primarily a blue-collar city in which there is limited opportunity for foreseeable growth in the tax base. Eighty percent of the city's real estate is developed. There are about twenty-five total industries within the city.

2. The City of Wayne Department of Public Safety is composed of a police and fire division. The director of the Department of Public Safety reports directly to the City Manager.

A deputy director for each of the two divisions reports to the director of the department. The police division consists of forty-seven persons. Sixteen members of the police division are represented by the Police Officers Association of Michigan. Other members of the department are represented by other unions.

3. There has been a significant decrease in employment in industries within the city in recent years. There has been a 10.9 percent decrease in value in personal property in the city within the last three years. Revenue sharing as a source of income from the State of Michigan or from the federal government cannot be expected to maintain past levels. Revenue sharing has declined in recent years and is expected to continue to do so even though there may be slight increases in the population.

4. The city has adopted a budget for the 1982-83 fiscal year which has eliminated numerous employee positions, eliminated free commercial rubbish collection, failed to provide for the opening of a public swimming pool and increased fees charged by the city for certain services. Additional budget cuts appear probable in order to achieve a budget close to being in balance in conformity with state law which mandates a balanced budget.

5. At the time of the hearing, December, 1982, the State of Michigan, particularly southeastern Michigan where the City of Wayne is located, was enduring a severe economic recession. The economic outlook for the area including the city, while less dismal now, still is not bright. The financial ability of the city to meet increased costs in wages and benefits is limited. The city does not have the financial ability to meet all of the Union's demands at this time, nor will it have such ability in the foreseeable future. These facts, presented by the City, are essentially unrefuted by the Union. There have been no significant changes in relevant factors during the pendency of the arbitration proceedings, which would impact the findings made herein.

6. Factors such as SEV, population, per capita income, geographic location and type of government were reviewed to determine what communities are comparable in light of wages paid, hours and working conditions of city employees and employees performing similar services to those involved in the arbitration proceedings. It is found that Mt. Clemens, Trenton, Hazel Park, Monroe, Plymouth, Garden City, Ypsilanti, Romulus and Inkster can be considered to be comparable for the purposes set forth.

7. The patrol officers in the City of Wayne already have wages, hours and conditions of employment which compare most favorably with employees providing similar services in comparable communities. The salaries and fringe benefits of the Wayne patrol officers rank at or near the top of the list in every category which is at issue. This position is not significantly diminished by the last offer of settlement of the City on the issues presented.

8. The City's patrol officers' wages, hours and conditions of employment compare favorably with the other employees of the City. This position would not be diminished by proposals of the

City in its last final offer of settlement on the issues presented.

9. There have been a large number of job applicants to fill a recent vacancy of a city patrol officer, indicating that in November, 1982, the patrol officers had favorable wages, hours and conditions of employment when compared with the private sector as well as public sector employees from other communities.

10. The consumer prices index for the eighteen months prior to the hearing shows that the cost of living for the area including the City of Wayne has not increased beyond what the City has proposed in its last offer of settlement.

11. The panel has carefully considered all factors set forth in MCLA 423.239, Section 9, in arriving at its Determination/Award with respect to each and every issue. In this case there were lengthy hearings with some three hundred seventy-two pages of transcript of hearings. In addition, there were some one hundred thirty-eight exhibits filed by the parties. The issues were reviewed in detail in briefs and memoranda filed by the parties. The panel does not consider it necessary to reiterate at length, or restate in detail, the testimony or exhibit data upon which findings were made.

12. These above conclusions and findings together with other comments and findings embodied in the Determination/Award on each issue are believed to be in the best interest and welfare of the public and in harmony with the evidence and exhibits presented, and in conformance with the Act. Implementation is ordered as authorized by the Act.

ISSUE #1

RETROACTIVITY

Last Offer of Settlement:

City:

The City proposes that the first year's salary be retroactive "only for those employees in the bargaining unit on the day of the award. In other words, if an employee has terminated his employment or otherwise left the bargaining unit there would be no retroactivity."

Union:

Terms of the contract shall be effective from July 1, 1982 to June 30, 1984 unless otherwise specified by the Union. Effective dates other than July 1, 1982 shall be contained in the last offer of settlement of each individual Union issue.

Determination/Award:

The City's last offer of settlement is adopted. The last offer of settlement of the Union is worded in terms which would require that each issue would be effective from July 1, 1982 to June 30, 1984 unless otherwise specified by the Union. This language is so narrowly worded in favor of complete Union control and dictation that it unjustly destroys the equality and balance of bargaining power between the parties. Therefore, such language must be precluded from adoption by the arbitrator. Retroactivity for issues other than wages are determined on an issue by issue basis.

ISSUE #2

WAGES

Last Offer of Settlement:

City:

The City proposes the final base pay for patrol officers during the first year of this agreement.

Section A. Base Pay for Patrol Officers

	<u>Effective 7/1/82</u>	<u>Effective 1/1/83</u>
Start	\$20,992.380	\$20,992.380
6 Months	22,013.496	22,013.496
1 Year	23,557.889	23,557.889
2 Years	24,099.335	24,099.335
3 Years	24,662.584	24,662.584
4 Years	25,279.148	25,835.289

Effective 7/1/83

Same salary schedule as in effect on 6/30/83, however, increase top step by 4% making a new top step.

Union:

Effective July 1, 1982, salary schedules shall be increased by 6%. Effective July 1, 1983, the salary schedule in effect on July 1, 1982 shall be increased by 6%. The new schedules shall be as follows:

	<u>7/1/82</u>	<u>7/1/83</u>
Start	\$22,252.00	\$23,587.00
6 Months	23,334.00	24,734.00
1 Year	24,971.00	26,469.00
2 Years	25,545.00	27,078.00
3 Years	26,143.00	27,712.00

Determination/Award:

The City's last offer of settlement is adopted. The City's offer would yield an effective salary which substantially meets or exceeds the average of salaries in the comparable communities presented. Furthermore, the substantial, convincing and basically un rebutted evidence offered by the City with respect to its ability to pay mandates adoption of its proposal.



ISSUE #3

FUNERAL LEAVE/ BEREAVEMENT LEAVE

Last Offer of Settlement:

City:

The City proposes retaining the current contract language in Article XIII, Section 6, Pages 20 and 21, but adding clarification that an employee must otherwise have been scheduled to work to use funeral leave (i.e. if off work on sick days, vacation, leave of absence, etc, the employee may not use funeral leave). The precise language proposed is as follows (the new language is underlined):

"Section 6. Upon the death of a member of a regular full-time permanent seniority employee's family, said employee, shall, upon request be granted a leave of absence with pay for up to three (3) work days occurring between the date of death up to and including the date of funeral to attend the funeral, provided he/she would otherwise have worked but for the funeral. For purposes of this Section, immediate family shall be defined as spouse, employee's or spouse's parents, brothers, sisters, children or grandparents."

Union:

The Union proposes the following:

Section 6. Upon the death of a member of a regular full-time permanent seniority employee's immediate family, said employee shall, upon request, be granted a leave of absence with pay for three (3) work days occurring between the date of death up to and including the date of the funeral to attend the funeral. For purposes of this Section, immediate family shall be defined as spouse, employee's or spouse's parents, brothers, sisters, children or grandparents.

Determination/Award

The City's last offer of settlement is adopted. There is no apparent justification in granting an employee a day's leave of absence to attend a funeral of a deceased relative (up to three days) unless he would have otherwise worked but for the funeral. If the employee would not have been scheduled to work, a paid day's leave of absence is not appropriate, since this in effect would result in windfall benefits. The fact

that the City's proposed language is consistent with the language in other collective bargaining agreements for the City is further supportive of its adoption.

The Union raises the argument that the decision as to who needs one (1), two (2) or three (3) days must be removed from subjective selection to prevent uneven application. The arbitrator finds to the contrary, however, that each individual situation varies and that the highest degree of fairness lies in an unbiased subjective determination based on identified individual needs. If an employee reasonably claims that he/she needs three days' leave, the same should be freely granted in good faith. If an employee claims need for only one day's leave of absence from a regularly scheduled work day, there is no reason that any more days' leave than requested be granted.

This has prospective effect from the date of the award.

ISSUE #4

VACATION DAYS

Last Offer of Statement:

City:

Section 1. Regular, full-time seniority employees on the active payroll on December 31st of each year shall earn vacation with pay to be taken in the next calendar year in accordance with the following schedule:

<u>Length of Service on December 31st</u>	<u>Days of Vacation in Next Calendar Year</u>
One year but less than five years	13 work days
Five years but less than seven years	15 work days
Seven years but less than fifteen years	20 work days
Fifteen years but less than twenty years	22 work days
Twenty years and over	23 work days

Employees who have worked less than one year on December 31st shall be entitled to a pro-rated share of vacation in the next calendar year providing a probationary employee shall earn no vacation (although he shall accrue vacation) until the completion of his probationary period and said probationary employee can take no vacation until the completion of his probationary period. For employees hired after July 1, 1982, the following vacation schedule shall apply:

<u>Length of Service on December 31st</u>	<u>Days of Vacation in Next Calendar Year</u>
One year but less than three years	10 work days
Three years but less than five years	13 work days
Five years but less than seven years	15 work days
Seven years but less than fifteen years	20 work days
Fifteen years but less than twenty years	22 work days
Twenty years and over	23 work days

Union:

Section 1. Regular, full-time seniority employees on the active payroll on December 31st of each year shall earn vacation with pay to be taken in the next calendar year in accordance with the following schedule:

<u>Length of Service on December 31st</u>	<u>Days of Vacation in Next Calendar Year</u>
One year but less than five years	14 work days
Five years but less than seven years	16 work days
Seven years but less than fifteen years	21 work days
Fifteen years but less than twenty years	23 work days
Twenty years and over	24 work days

Employees who have worked less than one year on December 31st shall be entitled to a pro-rated share of vacation in the next calendar year providing a probationary employee shall earn no

vacation (although he shall accrue vacation) until the completion of his probationary period and said probationary employee can take no vacation until the completion of his probationary period.

Determination/Award:

The City's last offer of settlement is adopted. The City's proposal brings the employees subject to this agreement in line with other employees from the City of Wayne as well as comparable communities. The employees are not penalized, as suggested by the Union, when their vacation schedules are similar to other vacation schedules in the City and they continue to maintain a favorable vacation schedule when compared to other communities considered to be comparable. This is to have prospective effect from the date of this award.

ISSUE #5

VACATION CARRYOVER

Last Offer of Settlement:

City:

The City proposes that there be no change in Article XVI, Section 3, Page 26 (i.e. the City opposes the Union's demand for the change in the vacation carryover language).

Union:

Section 3. A vacation may be postponed from one year to another and made cumulative up to a maximum of two (2) years vacation entitlement. Cumulation in excess of two (2) years entitlement shall be forfeited unless the employee has scheduled his vacation and his vacation is cancelled by the City, and, it cannot be rescheduled within the vacation year, the employee will either receive pay in lieu of his vacation time off or he will be allowed to take his vacation in the next vacation year.

Determination/Award:

The City's last offer of settlement is adopted. There have not been persuasive arguments presented which would justify changing the current language in the contract. Although there has been testimony that it has sometimes been difficult for officers to get time off, the Union has offered no proof that any officer has ever lost his vacation time. Other employees in the City of Wayne do not carry over vacation from one year to the next, nor is this practice common-place in the citys comparable to the City of Wayne in Southeastern Michigan.

The most compelling reason for not changing the current language in the contract is that the Union's proposal does not address the effect it would have on pension benefits. While the idea of allowing vacation carryover is generally a positive one, causing no significant disruption of the work force, the gain

of a potential \$489.00 per year pension windfall by allowing an additional 23 days of vacation accumulation upon retirement is not warranted. The essential language which is missing in the Union's proposal is a clause similar to that found in the present contract concerning sick leave payment:

"It is understood that such payment (in this case, "additional vacation time accrual due to elected carryover") shall continue to be excluded as part of an employee's compensation for purposes of computing retirement benefits." Article XVII, Section 3, Page 28.

ISSUE #6(a)

PRESCRIPTION DRUG AND MASTER MEDICAL

Last Offer of Settlement:

City:

The City proposes adding the following language as a new Section 7 in Article XVIII:

"Section 7. Effective the beginning of the month thirty (30) days following the date of this award the present prescription drug and master medical coverage shall become \$3 deductible prescription drug and Master Medical Option 2."

Union:

The Union proposes no change in the present contract.

Determination/Award:

The Union's last offer of settlement is adopted. The arguments presented by the City to justify the desired changes are not compelling. While there would be an obvious saving to the City if the change were effectuated such a proposal represents a reduction in benefits currently being received without sufficient justification for doing so. The recent rise in health insurance costs is found to be better shouldered by the City at this time rather than by reducing each employee's benefits, individually. The overall potential yearly savings for the Patrol Unit of \$5,157 by enacting the \$3 drug and Master Medical Option II is a savings which could be negotiated at a future time in exchange for reasonable concessions by the City to offset this resulting reduction in benefits to the employees.

There also was insufficient evidence presented to sustain the City's position that "drug stores will fill a prescription for those with insurance for \$1.00 regardless of the prescription drug deductible." The logic of this argument was, in any event, not persuasive.

Furthermore, it appears that no other departments in the City have adopted a medical plan similar to that proposed by the City here. The arbitrator finds that it would be unfair for the Patrol Unit alone to be saddled with the proposed higher deductible rates.

ISSUE #6 (b)

PAYMENT OF PREMIUMS

Last Offer of Settlement:

City:

The City proposes adding the following language to Article XVIII, Section 1, Page 28:

"Effective the beginning of the month following the date of this award, full-time seniority employees enrolled in the City's medical hospitalization plan will pay one-half of the premium increase for their respective coverage over the cost of the premium in effect on June 30, 1982. The rates in effect on June 30, 1982 were --

1 person	--	\$ 75.81
2 persons	--	\$ 173.68
Full Family	--	\$ 184.12"

The revised Article XVIII, Section 1, would then read as follows (the new language is underlined):

"Section 1. For the duration of this Agreement, the City agrees to pay the premiums to provide group medical hospitalization insurance for all regular, full-time seniority employees not otherwise covered by another medical hospitalization plan paid by the City or another employer. In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the City. Effective the beginning of the month following the date of this award, full-time seniority employees enrolled in the City's medical hospitalization plan will pay one-half of the premium increase for their respective coverage over the cost of the premium in effect on June 30, 1982. The rates in effect on June 30, 1982 were --

<u>1 person</u>	--	\$ <u>75.81</u>
<u>2 persons</u>	--	\$ <u>173.68</u>
<u>Full Family</u>	--	\$ <u>184.12</u>

Union:

The Union proposes no change in the present contract.



Determination/Award:

The Union's last offer of settlement is adopted. While the time may be approaching that cost effectiveness may require employee participation in payment of premiums, it has not been shown convincingly by the testimony at the hearing of this matter that this is the time.

ISSUE #6 (c)

ELIGIBILITY FOR HEALTH COVERAGE

Last Offer of Settlement:

City:

The City proposes adding an additional paragraph to Article XVIII, Section 4, Page 29 so that in revised form it would read as follows (the new language is underlined):

"Section 4. An eligible, full-time employee shall become insured in accordance with the provisions in the contract with the carrier provided, if away from work due to disability, leave of absence, etc. on the date the insurance is to be effective, said employee will be insured upon return to active service.

For an eligible, full-time employee to become insured for health insurance, the employee must enroll in the plan within thirty (30) days of the employee's employment and pay the premium until eligible for the City's contribution (which is after six (6) months of service for health insurance), or the employee may become insured during the annual open-enrollment period, provided in said case, the employee must then pay the premium for a period of three (3) consecutive months before the City is obligated to begin paying the premiums, provided further, an employee may add dependants to his/her coverage only upon proof of change of status."

Union:

The Union proposes no change in the present contract.

Determination/Award:

The Union's last offer of settlement is adopted. There have not been compelling reasons presented which would justify a change of the present contract. The present contract reads "an eligible full-time employee shall become insured . . ." It is not clear that this language requires an employee to wait one year prior to receiving medical coverage. The present contract does not state that the employee can only begin receiving coverage when he is a "regular, full-time seniority employee." The argument of the City is faulty in suggesting that employees, under the prior contract, had a one year wait for health coverage. With the apparent lack of understanding it is most appropriate that there is no change at this time.

ISSUE #6 (d)

ELIGIBILITY FOR DENTAL COVERAGE

Last Offer of Settlement:

City:

The City proposes revising Article XVIII, Section 3, Page 28, as follows (the new language is underlined):

"Section 3. The City agrees to pay fifty (50%) percent of the premiums to provide a Dental Plan for regular, full-time seniority employees. Effective July 1, 1981, for the 1981-82 fiscal year, the City shall increase its contribution to 100% of the premiums then in effect and it shall raise the calendar year maximum dollar limit per individual from \$500 to \$750.

For an eligible, full-time employee to become insured for dental insurance, the employee must enroll in the plan within thirty (30) days of the employee's employment and pay the premium until eligible for the City's contribution (which is after one (1) year of service for dental insurance), or the employee may become insured during the annual open-enrollment period, provided in said case, the employee must pay the premium for a period of three (3) consecutive months before the City is obligated to begin paying the premiums, provided further, an employee may add dependents to his/her coverage only upon proof of change of status."

Union:

The present contract should not be changed.

Determination/Award:

The Union's last offer of settlement is adopted. It should be noted that the present agreement does provide that the City will pay premiums for "regular, full-time seniority employees". The City's proposal deletes the word "seniority" following "regular, full-time." This is bound to cause confusion in interpretation. This alone is adequate reason to not accept the proposal. Further, there have not been sufficiently compelling arguments presented to justify a change in the language as suggested by the City.

ISSUE #6 (e)

DENTAL BENEFITS

Last Offer of Settlement:

City:

The City proposes maintaining the present dental benefits (i.e. the City opposes raising the calendar year maximum dollar limit above the current \$750.00, Article XVIII).

Union:

The City agrees to pay fifty (50%) percent of the premium to provide a Dental Plan for regular, full-time seniority employees. Effective July 1, 1981, the City shall increase its contribution to 100% of the premium then in effect, and effective July 1, 1983, it shall raise the calendar year maximum dollar limit per individual from \$750.00 to \$1,000.00.

Determination/Award:

The City's last offer of settlement is adopted. There does not appear to be a need for this increase in benefits under the testimony presented. It was not demonstrated that there are many situations in which the desired increase would be sought, nor are there comparable benefits in many other communities.

ISSUE #7

DISTRICT COURT TIME

Last Offer of Settlement:

City:

The City proposes to add the following sentence to Appendix A, Section H, Page 38:

"If the District Court is outside the residency area spelled out in Article XXIII, Section 3, the rate of pay shall be three (3) hours at time and one-half the regular hourly rate of pay."

Union:

The Union proposes same except: two (2) hours at time and one-half the regular hourly rate of pay for 29th District Court. Three (3) hours at time and one-half the regular hourly rate of pay for any other District Court.

Determination/Award:

The City's last offer of settlement is adopted. The testimony has shown that the incident of travel to district courts other than the 29th is infrequent and does not create a significant time burden. Further, the proposals made by the City to adjust any inequities in past practice are reasonable and substantially meet the arguments of the Union. The rare requirement of having an officer attend court in a District Court other than the 29th District Court, (the facilities of which should be of concern to the City fathers) does not require additional consideration at this time. This change shall be prospective in effect.

ISSUE #8

TEN (10) MINUTE ROLL CALL

Last Offer of Settlement:

City:

The City proposes to make the ten (10) minute roll call mandatory, but part of the 8 hours of work, by revising Article XIV, Section 4 and 6, p. 22, as follows (the new language is underlined):

Section 4. "The City reserves the right to schedule the hours of work and to change the times of shifts to meet the needs of the City. The City reserves the right to require employees to report to work ten minutes prior to the regularly scheduled shift to attend a roll call/orientation/briefing.

Section 6. "An employee working on a regular eight hour shift shall continue to be permitted thirty (30) minutes for a lunch period, the first ten (10) minutes of which will be without pay, as work permits and it shall be part of the 8 hour day. Said employee shall also be permitted a fifteen (15) minute relief period as work permits with each four hours of work. During both lunch and relief periods, employees shall remain on on-call basis, and must remain in contact with the department headquarters, except for the first ten (10) minutes of the lunch period."

Union:

The Union proposes that the employees' work day should be eight (8) hours and ten (10) minutes inclusive of lunch hour and ten (10) minute roll call, without any compensation adjustment.

Determination/Award:

The Union's last offer of settlement is adopted. It appears that the practice of a ten minute roll call was in effect until 1980 when a grievance was filed. The parties thereafter agreed that the ten minute roll call would be voluntary. Substituting the proposed mandatory roll call for the first ten minutes of an offer's lunch period would unreasonably distort the traditional eight hour work day. There appears to be a problem, however, the solution as proposed by the City does not solve the problem satisfactorily.

ISSUE #9

PERSONAL DAYS

Last Offer of Settlement:

City:

The City proposes to reduce the number of personal days provided in Article XIII, Section 7, Page 21, to three (3) per fiscal year by revising Article XIII, Section 7, as follows. (The new language is underlined).

"Section 7. Effective July 1, 1983, and thereafter, regular, full-time seniority employees with one or more years of seniority shall be granted three (3) personal business days per fiscal year as provided herein.

a. Written application shall be made with the Director of Public Safety 24 hours in advance, if possible.

b. Use of personal business days shall be subject to the approval of the Director or his designated representative based on the needs of the department (workload, staffing, etc.) and the needs of the employee, provided, however, they shall not be unreasonably refused."

Union:

The Union proposes as follows:

Section 7. Regular, full-time seniority employees with one (1) or more years of seniority shall be granted three (3) personal business days per fiscal year as provided herein.

a. Written application shall be made with the Director of Public Safety 24 hours in advance, if possible.

b. Use of personal business days shall be subject to the approval of the Director or his designated representative based on the needs of the department (workload, staffing, etc.) and the needs of the employee, provided, however, they shall not be unreasonably refused.

Other Sections of Article XVI and Article XIII to remain unchanged.

Determination/Award:

The City's last offer of settlement is adopted. The only difference between the City's last offer and the Union's last offer is that the effective date is embodied in the City's language. There is no disagreement as to the language or effective date.

ISSUE #10

SHIFT ASSIGNMENTS

Last Offer of Settlement:

City:

The City proposes that effective July 1, 1983, regular shift assignments will be discontinued and those employees on days will go to afternoons, those employees on afternoons will go to midnights, and those employees on midnights will go to days. Thereafter, shift assignments will be rotated every six (6) months. The City retains the right to determine what shift an employee is assigned to and to maintain a fair distribution of experienced employees on each shift. However, once an employee has been assigned to a shift, he will not be arbitrarily and capriciously transferred to a different shift during the six-month period of the shift and, providing further, employees shall not be required to work a split shift (i.e. two hours at one time and six hours at another).

Union:

The Union proposes no change from the present contract.

Determination/Award:

The City's last offer of settlement is adopted. The City argues convincingly that its post-hearing offer should be adopted in the best interest of both the police division and the citizens of the City of Wayne. Senior officers persuasively testified that the overall performance of the police division could reasonably be expected to improve with the change proposed by the City. Instances contrary to the best public interest were attributed to the permanent shift policy. The change is not contrary to policies in most comparable cities. In this instance the interest of the public in having a highly motivated, well qualified police division overrides the arguments proffered by the Union to continue permanent shifts. The post-hearing last offer of settlement made by the City is sufficient<sup>ly</sup> within the concepts presented at the hearings so as to allow adoption at this time.



ISSUE #11

SICK LEAVE PAYOUT

Last Offer of Settlement:

City:

The City proposes to amend the sick leave payout by revising Article XVII, Section 3, Page 28, as follows (the new language is underlined):

"Section 3. Upon termination of employment due to retirement, death, or resignation, retired or resigned (or the estate of) employees with fifteen or more full years of seniority who have accumulated sixty (60) or more days of sick leave, shall receive payment for the unused accumulated sick leave at the rate of five days pay for every ten (10) days of accumulated sick leave. A days' pay shall be based on the final average pay as being calculated by the Finance Department. It is understood that such payment shall continue to be excluded as part of an employee's compensation for purposes of computing retirement benefits. In addition, employees who have accumulated more than sixty (60) days of sick leave in their bank shall have the right to sell back to the City up to ten (10) days sick leave per year. Said days shall be paid for at the rate of 50% of the officer's daily rate and shall be paid in the last pay period of January."

Union:


The Union proposes no change in the present contract.

Determination/Award:

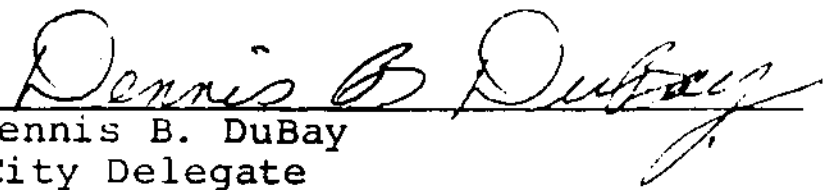
The City's last offer of settlement is adopted. The City's proposal appears to carefully and logically correct a current and future problem without causing any unreasonable hardship upon the officers involved. The proposal does not place the officers in an unfavorable position when compared with those in comparable communities.

Concluding Remarks:

The Panel wishes to express its appreciation to the parties in their presentation, cooperation and courtesy extended throughout the hearings. It should be noted that the City's delegate dissents on each item wherein the Union's position was adopted by the Panel and the Union's delegate dissents on each item wherein the City's position was adopted by the Panel. The Panel reserves jurisdiction to clarify any and all aspects of the Determination/Award which may be necessary until the award is implemented.



Peter E. O'Rourke, Chairperson



Dennis B. DuBay  
City Delegate

(Declined to affix signature)

William Birdseye,  
Union Delegate

Dated: May 23, 1983