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In the Matter of Arbitration between

CITY OF WILLIAMSTON

-and-

LODGE 141, FRATERNAL ORDER OF POLICE

Arbitration Panel

Dr. Benjamin Wolkinson, Impartial Chairman

Mr. James Sneathen, Employer Panel Member

Mr. James LaClear, Lodge Panel Member

Appearances

City of Williamston

Mr. Ray Watkins, City Manager

Mr. Raymond King, Chief of Police

Mr. Patrick Berardo, Attorney-at-Law

F.O.P. Lodge, 141

Mr. George Warren, Attorney-at-Law

Mr. Larry Panozzo, Patrolman

Hearings Reporter

Ms. Hollis Harriman

Background

F.O.P. Lodge, 141, is the collective bargaining representative for patrolmen employed by the City of Williamston. The bargaining unit consists of five non-supervisory patrolmen. The last contract between the City of Williamston and F.O.P. Lodge 141 ran from July 1, 1974 to midnight June 30, 1976. Following an impasse in negotiations, Mr. Warren, representing Lodge 141 requested mediation on May 26, 1976. When mediation failed to produce an agreement, Mr. Warren, by letter dated June 30, 1976, requested arbitration under Act 312, the Police-Firefighters Arbitration Act. On July 26, the Michigan Employment Relations Commission appointed

Dr. Benjamin Wolkinson to serve as Chairman of a panel of arbitrators to resolve the dispute. The City of Williamston designated Mr. James Sneathen to serve as its delegate to the arbitration panel, and F.O.P. Lodge 141 selected Mr. James LaClear to serve as its panel member.

The arbitration hearing was conducted on September 7, 1976 between 7:00 and 10:15 p.m. and on September 9, 1976 between 7:00 p.m. and 12:15 a.m. in the South Kedzie Hall Conference Room of Michigan State University.

During the first day of hearing, F.O.P. Lodge 141 identified 10 major issues: (1) wages, (2) holiday pay, (3) vacation time, (4) overtime pay, (5) personal leave days, (6) life insurance, (7) hospitalization, (8) work schedules, (9) pass days, (10) past disciplinary infractions. Mr. Berardo, representing the City of Williamston concurred that these issues were at impasse. During the second day of hearings, the Lodge withdrew from discussion and consideration issues concerning pass days and past disciplinary infractions, and added demands concerning compensation for damaged personal property and retroactivity. The City added contract duration as an issue for resolution.

Parties' Final Offers, Discussion, and Award

Issue 1: Wages

Below is a table showing the current wages of patrolmen and the last offers of the Lodge and the City of Williamston.

<u>Wages of Patrolmen</u>			
<u>Patrolmen</u>	<u>Currently</u>	<u>Williamston</u>	<u>F.O.P. Lodge</u>
Length of service		Final offer	Final offer
0-6 months	\$ 9,890.00	\$10,285.60	\$10,890.00
7-12 months	10,481.00	10,900.24	11,481.00
13-18 months	11,288.00	11,739.52	12,288.00
19-24 months	11,986.00	12,465.44	12,986.00
25-36 months	12,792.00	13,303.68	13,792.00
over 37 months	12,984.00	13,576.52	13,984.00

The City's final offer represents a 4% increase for all steps in the salary schedule, with the exception of the step reflecting 37 months or more in service in which the increase afforded is 4 1/2%. The union demand for a \$1,000 across the board increase amounts to percentage gains ranging from 7.7% to 10.1%.

Award

The panel adopts the City's last offer. Adoption of the City proposed salary schedule will place salaries of patrolmen in the City of Williamston ahead of those received by patrolmen in the Cities of Mason, Charlotte, and the Village of Fowlerville, communities in close proximity to Williamston and generally similar in size and per capita SEV. In its presentation, the lodge had emphasized the comparability of the communities of Fowlerville and Williamston, and the adoption of the City's last offer would afford Williamston patrolmen \$419 to \$692 more than what Fowlerville patrolmen with similar duties and experience are receiving.

Issue 2: Holiday Pay

The union's final offer is that each employee receive two and one-half times his regular rate of pay if the holiday is worked. The current provision is that each employee receives one and one-half (1 1/2) times his regular rate of pay if the holiday is worked, and the City as its final offer seeks continuation of the current provision.

Award

The panel adopts the City's final offer that the current practice of paying employees time and one half for holiday work be continued. With the exception of the community of Fowlerville which affords employees triple time for holidays worked, most communities provide straight time hourly earnings or their

approximate equivalent for holidays worked. These include the City of Mason, Dewitt Township, Meridian Township, and Ingham County. While recognizing that Ingham and Meridian Townships will negotiate new contracts in December 1976, there is yet no compelling precedent for holiday work to be compensated at 2 1/2 times the normal rate.

Issue 3: Vacation

The table below sets forth the current vacation schedule and the union's final offer.

<u>Time in services</u>	<u>Current leave</u>	<u>Union's final offer</u>
6 months-one year	6 days	10 days
1 - 5 years	12 days	15 days
5 - 10 years	17 days	20 days
over 10 years	20 days	

The F.O.P. seeks to liberalize the current vacation schedule by granting a minimum of 10 days to all patrolmen with up to one year of service, 3 weeks to workers with up to 5 years, and 4 weeks to patrolmen with a minimum of five years service. The City's final offer is to retain the status quo.

Award

The panel adopts the F.O.P.'s final offer. Given the stressful nature of police work it is reasonable to afford patrolmen who have been employed nearly a full year 2 weeks vacation, which amount represents less than one vacation day per month worked. Additionally, three weeks and four weeks vacation for patrolmen with five and more years seniority respectively represents only a minor liberalization of patrolmen's vacation privileges and is justified by the need to afford policemen relief from the stressful nature of their job duties.

Issue 4: Overtime

The F.O.P.'s final offer on overtime is stated below:

One and one-half (1 1/2) his regular rate of pay. Officer may receive at his option compensatory time computed at one and one-half (1 1/2) his regular rate of pay. If compensatory time is unused at the end of a calendar year, the officer shall have the option to carry over unused compensatory time to the next year or to receive pay therefore at one and one-half (1 1/2) his regular rate of pay.

These overtime provisions shall apply to hold-over, call-in, call-back, court time with or without a subpoena, or time spent in probate court, juvenile hearings, license appeal board hearings or liquor control commission hearings, or time spent procuring warrants at prosecuting attorneys office or in court or before a magistrate. For the activities recited in this paragraph, the employee shall receive a minimum payment of two (2) hours pay at overtime rates. The City shall not change the posted shift schedule to avoid paying overtime pay.

The City's last offer is to retain the current contractual provision.

The basic additions sought by the F.O.P. are the right (1) to carry over unused compensatory time to the next year, (2) extension of the overtime for the first hour of all court and proceedings and hearings, (3) payment for a minimum of two hours for all overtime expended in court work. Additionally, the F.O.P. would restrict the City's capacity to change posted shift schedules.

Award

The panel adopts the F.O.P.'s last offer, with the exception of the last provision on work schedules. Extension of the overtime rate for the first hour of court hearings and commission proceedings in excess of eight hours a day or 40 hours a week is reasonable, as it extends overtime pay to work in excess of normal working hours. It is fair and in keeping with contemporary personnel practices that overtime work be compensated by overtime pay. Payment of a minimum of two hours for such overtime work is consistent with practices existing in other nearby police agencies, such as the Lansing, Michigan State University, and East Lansing police departments.

While the panel's award allows officers to carry over unused compensatory time to the next calendar year, the panel recognizes that under the overtime provisions of the agreement not contested in this hearing, requests for compensatory time off still must be made through the Police Chief and are subject to his approval.

Concerning the F.O.P.'s demand to restrict the City's capacity to modify work schedules, the panel had noted during the hearing that work schedule is a non-economic issue, and therefore the panel is not limited in issuing an award to the final position of either party. Shift schedules will be considered separately as issue 9 in the arbitration decision.

Issue 5: Personal Leave Days

The union's final offer is three personal leave days per year. If a personal leave request is denied because of manpower shortages, then the City shall compensate that individual at 2 1/2 times his regular rate of pay. The City's final offer would expand the number of personal leave days to two, but leave in effect the current procedures for its implementation.

Awards

The panel adopts the City's last offer. The addition of an added day would help meet the needs of patrolmen for added time off because of personal considerations. Furthermore, the union's offer would disadvantage workers in need of a personal day off, because it would compel the officer to accept compensation and thereby deprive him of an opportunity to use that personal day on other occasion when circumstances may dictate that employee's absence from work. Finally, the overtime pay demand of 2 1/2 times the normal rate amounts to the imposition of a financial penalty on management for refusing to grant the day off. Such a procedure is unreasonable in light of the established record that the Chief of Police exercises good faith and proper discretion when considering requests for personal leave days.

Issue 6: Life Insurance

The F.O.P.'s final offer is that the employer shall provide each employee life insurance in the amount of \$15,000 with a double indemnity clause if the patrolmen is killed on duty or if killed off duty while performing a police function.

The employer's final offer is to retain the current provision affording each employee life insurance in the amount of \$10,000, with accidental death benefits.

Award

The panel adopts the F.O.P.'s final offer. \$15,000 life insurance is consistent with insurance protection afforded by nearby and comparable communities such as the City of Mason, and Dewitt Township. The current coverage is well below the annual salaries received by all but one Williamston patrolmen. In order to reduce the economic hardship and dislocation that a family suffers as a result of the death of the primary wage earner, life insurance coverage should at the minimum be equal to the annual income of the employee. This award makes this objective feasible.

Issue 7: Damaged Personal Property

The F.O.P.'s final offer would require the City to replace personal property of a patrolmen which is damaged, destroyed, or stolen while the officer was engaged in line of duty activities.

The City made no final offer, and the contract is silent on this issue.

Award

The panel awards the F.O.P.'s final offer. This provision would, for example, reimburse patrolmen for eyeglasses or watches damaged while the employee is engaged in his police work. Such an occurrence may well occur,

and there is no reason why the City should not compensate workers for personal property damage they have incurred through no fault of their own, while engaged in the proper exercise of their police responsibilities.

Issue 8: Medical Program and Hospitalization

The union's final offer is for the City to expand current medical coverage by providing patrolmen free of cost with a \$2.00 co-pay prescription rider and a ML rider. The employer's last offer is to continue current medical and hospital benefits which consists of Blue-Cross Blue Shield MVF II coverage.

Award

The panel adopts the employer's final offer. It notes that no other City group currently enjoys the prescription rider and ML coverage, and that providing it to a small unit of five employees would by the nature of the City's agreement with its insurance carrier require it to provide such protection to all other workers. This ripple effect would significantly add to the employer's total costs. Furthermore, the current MVF II coverage provides patrolmen with comprehensive protection in the event of any serious health problem requiring hospitalization.

Issue 9: Work Schedules

As indicated earlier, work schedules is a non-economic issue and consequently, the panel is not limited to selecting from the parties' final positions. The F.O.P.'s last offer is as follows:

Rotating shifts will be assigned for each member of the bargaining unit regardless of seniority. The following shifts will be affected:

4:00 p.m. to 12:00 a.m.
8:00 p.m. to 4:00 a.m.
12:00 a.m. to 8:00 a.m.

Members of the bargaining unit will be assigned to a shift for one (1) month.

Each member of the bargaining unit will be assigned one (1) weekend off per month as a minimum.

Management's position is that no change be made in the contract which gives the Chief of Police full discretion in assigning patrolmen to particular shifts.

Award

Part A

Equitable assignment of patrolmen is rendered difficult by the limited number of patrolmen on the force and the objective of providing 24 hour police service to the community. However, the record indicates that a better balance can be struck than is presently the case. Testimony of Williamston police indicate that while some officers are placed on established shifts indefinitely, others may be rotated between different shifts even within the same month. Such practice makes it difficult for patrolmen to plan time off with their families or attend to their own personal business in any systematic fashion. Frequent rotation within the same month undoubtedly contributes to job stress. For these reasons, the panel's award with reference to shift assignments is that members of the bargaining unit be assigned to a shift for a minimum period of one month.

The panel is aware that this award may cause some modification in present shift scheduling, wherein the Chief has permitted one patrolmen by virtue of his seniority to work the 4:00 p.m. to 12:00 a.m. on a regular basis. Although this change may disadvantage one officer, it is nevertheless justified by the need to provide a minimum of stability in the work schedules of the four remaining officers within the department.

Part B

The F.O.P. seeks to have each officer rotated to specific shifts. While requiring that the department assign officers to shifts for one month, the panel feels that it would be inappropriate to substitute its judgment for that of the Chief of Police regarding the specific time of each shift. Therefore, the panel's award recognizes the City's continued right to determine the timing of the shifts.

Part C

The F.O.P.'s third demand concerning work schedule is that patrolmen be assigned one weekend off per month as a minimum. According to the Chief of Police's testimony, he has attempted in the past to provide each patrolman with one weekend off per month. Considering past practice, and the equity in the F.O.P.'s request that each patrolmen have at least one weekend per month to spend with their families, the panel feels that an effort be made to accommodate this objective. At the same time, the panel is cognizant of the need to provide 24 hour police protection to the community. These interests can be balanced by requiring that the Chief assign each patrolmen one weekend off per month, except in cases where such an assignment compromises the City's capacity to provide safe and efficient police services to the community.

In summary, the panel's decision on work schedule would require the following amendment of Article II, Section K of the previous contract: "Management has the right to establish work schedules. Assignments of patrolmen to shifts shall be for a minimum period of one month. The Chief of Police shall assign each member of the bargaining unit one weekend off per month as a minimum, except when such assignment will compromise the

City's capacity to provide safe and efficient police services to the community."

Part D

The panel rejects the F.O.P.'s demand that the City shall not change the posted shift schedule to avoid paying overtime pay. Such a change is unjustified in the absence of any information that the City has abused its normal discretion in assigning overtime work or that shift schedules have been manipulated to deprive workers of overtime.

Issue 10: Retroactivity

Management's final offer would make the contract for purposes of wages and overtime retroactive to July 1, 1976, the expiration date of the last agreement. The union's final offer would extend retroactivity to wages, overtime, and to all holidays worked, payable at 2 1/2 times the rate of pay.

Award

The panel has already rejected the F.O.P.'s demand for 2 1/2 times the rate of pay for holidays worked; therefore, the panel's award must limit retroactivity to wages and all overtime work, with wages, holiday, and overtime pay to be calculated in accordance with the panel's award on these issues.

Issue 11: Duration

The F.O.P.'s final offer is for a one year contract, running from July 1, 1976 to June 30, 1977. The employer's last offer is for a 2 year contract with successive annual periods thereafter unless either party gives proper notice of its desire to modify the agreement.

Discussion and Award

Contract duration is a non-economic issue, and again the panel's award need not be limited to the final offer of either party. In seeking a two year contract, management has stressed the high costs involved in negotiating a contract for such a small unit, and the need to establish stability in conditions of employment within the bargaining unit. These points are well taken. At the same time, economic circumstances such as cost of living and the City's budgetary situation are subject to change and these may affect the equity of the wage structure. Therefore, it would be inappropriate to freeze the current wage settlement over the next two years. The interest of equity and stability can best be achieved by the panel's adoption of the City's offer for a two year contract, with the provision that the issue of wages may be renegotiated prior to the expiration of the first year of the two year contract. If either party seeks to renegotiate the issue of wages, it shall afford the other side of its intent at least 90 days prior to June 30, 1977, the termination date of the first year of the agreement.

Conclusion

In conclusion, the panel adopts the City's last best offer on issues 1, 2, 5, 8, and 10 (wages, holiday pay, personal leave days, medical program and hospitalization, and retroactivity), the F.O.P.'s last best offer on issues 3, 4, 6, 7 (vacation, overtime, life insurance, and damaged personal property) and makes its own resolution on issues 9 and 11 (work schedule and contract duration) which were non-economic in nature. The signature of the partisan members at the conclusion of this opinion does not represent agreement in each and every element of the final award, but does constitute

recognition that there existed a majority vote in support of each item contained in the final award.

Panel of Arbitrators

Benjamin W. Wolkinson
Benjamin W. Wolkinson, Chairman

James Sneathen
James Sneathen, City Delegate

James F. LaClear
James LaClear, F.O.P. Delegate

The City panel member respectfully dissents from the majority's opinion on issues 3, 4, 6, 7, 9A-9C while the F.O.P. delegate dissents from the majority's opinion on issues 1, 2, and 8.