

**MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION**

CITY OF LIVONIA,

Arising pursuant to Act 312, Public Acts
of 1969, as amended

Employer,

- and -

Case No. D03 G-2163

POLICE OFFICERS ASSOCIATION
OF MICHIGAN,

Union.

**ARBITRATOR'S FINAL OPINION AND AWARD
AS TO 12 HOUR SHIFTS**

**Impartial Arbitrator Thomas J. Barnes
November 21, 2006**

CHRONOLOGY

| | |
|-------------------|--|
| Petition Filed: | January 3, 2005 |
| Hearing Dates: | November 21, 2005 November 28, 2005 December 12, 2005 January 23, 2006 March 8, 2006 March 23, 2006 April 11, 2006 |
| Last Best Offers: | May 25, 2006 |
| Briefs: | June 6, 2006 |
| First Award: | July 10, 2006 |

APPEARANCES

For the Employer:

For the Union:

George Roumell

Bill Birdseye

PANEL DELEGATES

For the Employer:

For the Union:

Robert Biga

Ken Grabowski

BACKGROUND AND EVIDENCE

The 12 hour shift issue occupied a substantial part of the record testimony. The parties have had several days of hearing on this issue from most of the experts and several police chiefs of Michigan familiar with 12 hour shift arrangements. Nearly all of those witnesses were forthcoming and candid in their comments regarding the virtues and distractions of 12 hour shifts. In some ways, this issue might be characterized as a missed opportunity for both parties. The Union never made a detailed written 12 hour shift proposal until December 12, 2005, during the 312 proceeding. The Employer, on the other hand, has now had that proposal for 11 months and it does not appear to have seriously entertained or made any counter-proposals, and for the most part, stands on the record it made in the 312 proceeding. The record testimony can be summarized as follows:

Twelve hour shifts in Michigan are not unique (estimated at 15-20%). Generally speaking, it can be said that 12 hour shifts, where they have been in place, can and do work, probably somewhat better from the union's and employees' perspective than management's.

Some examples of communities where 12 hour shifts appear to be satisfactory are:

| | | |
|----------------|--------------|-------------------|
| Plymouth | Kalamazoo | Port Huron |
| Clinton County | Grand Rapids | Plymouth Township |
| Novi | Saginaw | Canton Township |
| Westland | Midland | Redford Township |
| Grosse Pointe | | |

There are a few notable examples of cities that had converted to 12 hour shifts and then reverted back to 8 hour shifts. Jackson and Battle Creek were examples of that phenomenon and

those police chiefs testified to the reasons for going back to 8 hour shifts. It should be noted, however, that the command officers in Battle Creek remained on 8 hour shifts for the one year that the Department experimented with 12's and both the City and Union for the patrol officers elected to go back to 8's. The City of Saginaw went the other way, from 12 hour shifts to 8 hour shifts, and then back to 12's. Holland is an example that went back to 8 hour shifts from 12 hour shifts, but that was a situation which was ill-fated to begin with because the 12's were 7 days on and 7 days off, a murderous schedule. The City of Novi was on 12 hour shifts. A 312 arbitrator ordered them back to 8's and then subsequently the parties went back to 12's.

Some of the police chiefs prefer 12 hour shifts (e.g., Metzger, Buck, Headings [depending on the contract provisions], and Grand Rapids Chief Dolan). Others don't, who have experienced them (e.g., Price, Portis); still others with experience state 12's "can work" (Tr. 1016 [Headings]). Interestingly, Tom Tiderington, the Police Chief of Plymouth Township, testified he did not find much right about 12's (Tr. 949, 955) but he hasn't exercised the right to return to 8's although he could under the union contract. Even more ironic, in Canton Township the Deputy Chief, who testified, also didn't care much for 12's but the Chief does and he isn't going back to 8's (Tr.). There are departments of Livonia's size or larger that appear to function well on 12 hour shifts (e.g. Saginaw for 20 years; Kalamazoo for 25 years; Grand Rapids for 4 years; Westland for 12 years). State police as well can opt for 12 hour shifts by post. As with most other things in labor relations, there are no clear black and white answers and the degree of success on any of these schedules varies due to a host of factors, including of course, the union's and employer's willingness to make it work.

Most of the witnesses who testified acknowledged that the patrol officers on 12 hour shifts liked the additional time off and the weekend rotation features. On the other hand,

requiring officers who have never worked any weekends to now start working every other weekend does create the potential for conflict in the unit itself.

Productivity and fatigue is an issue on 12 hour shifts; common sense does suggest that it is problematical to expect patrol officers to be as productive in the 11th and 12th hours as he/she is the first and second. However, safety does not appear to be a significant concern with 12 hour shifts and there was no significant testimony that officers working 12 hour shifts are unsafe. (Headings, however, witnessed fatigue problems - Tr. 1007, 1014.) It is true that there is an additional cost factor with 12 hour shifts (since officers work an extra 104 hours annually) unless the time is given on a straight time compensatory time off basis, which is what the Union is proposing in this case. That can and has been successfully addressed in other municipalities (Tr. 481).

The testimony further established that sick time usage, vacation time, training time and court time are items that need particular attention in designing any 12 hour system. Those issues can be problematic unless the parties have a clear understanding as to what the consequences will be if those spin out of control. Those also have been successfully addressed elsewhere (Tr. 493). Getting officers to work overtime when 12's are implemented can also be a problem. According to Police Chief Headings, he had to send sergeants out (both in Kalamazoo and Battle Creek) to "hunt people down and find them because nobody would answer the phone" (Tr. 1015).

Child care issues and family life issues are strong considerations under either an 8 or 12 hour system. There was some testimony that community satisfaction with 12 hour shifts is perceived to be negative but there is little evidence that this is actually the case with

municipalities with 12 hour shifts. There is also some evidence that promotions into bureau positions (customarily 8 hours) from the patrol ranks are inhibited when patrol is on 12's.

The City argues that since it has been on 8 hour shifts for 30 years that such a longstanding practice should not be changed without extremely compelling evidence. On the other hand, there are lots of longstanding practices that get changed; otherwise collective bargaining would not be the viable vehicle it is for resolving disputes involving longstanding practices. There was a time when collective bargaining agreements did not provide health insurance for employees. There was a time when collective bargaining agreements never required contributions for health insurance from employees. There was a time when many of the benefits found in collective bargaining agreements today weren't there many years ago, including things such as life insurance coverage, AD&D coverage, leave for union office, an employer's right to subcontract, arbitration (formerly unions struck over unresolved grievances) and many, many others. Times change and along with it, changes occur in the relationships between the employer and its union as reflected in their collective bargaining agreements. Simply because Livonia has been on 8 hour shifts for 30+ years is not a foolproof or locksafe argument that changes are not required if the record testimony establishes the need for such changes.

It is clear that the Union in this case desires 12 hour shifts and that a substantial number of employees it represents are of the same view. Whether that is a small majority or a large majority of the bargaining unit matters little, since it is the Union that acts as the collective agent for all employees. In this case the command officers, represented by an independent union, have not expressed a willingness to go to 12 hour shifts. The reasons for that are not in the record since none of those officers were called to testify. Perhaps that will change in the upcoming

negotiations and if it does, at least in my opinion, that dramatically improves the possibility for 12 hour shifts.

There was some testimony by City witnesses that the imposition of 12-hour shifts without several limitations would be costly to the City at a time when there has been a hiring freeze in the Department for 4 years (Tr. 733) and the Department is about 20 officers short. There are a host of other concerns the City has including: a) compensatory time off in lieu of pay is not feasible (Tr. 740); b) PORTS can't be scheduled with 12's (Tr. 745-746); c) no balancing of shifts by seniority (Tr. 760); d) follow-up on police reports is constricted by 12's because officers are there 70 fewer days (Tr. 782); e) it's unfair to turn the lives of senior officers upside down since they would share weekend duties under 12's (Tr. 794); f) child care would be disrupted (Tr. 794); g) and the Livonia Police Department is cited as an outstanding Department so why fix what isn't broken (Tr. 798); among others.

While undoubtedly any new scheduling system brings these challenges, these are by no means insurmountable given the number of municipalities that function with 12 hour shifts. And there are countervailing arguments for each of the perceived hurdles (e.g., all officers enjoy a fair share of weekends with their families, officers work 104 more hours but 70 fewer days in a year [which should at least theoretically reduce the manpower need by almost 3 1/2 full-time officers in a patrol force of 75]) ($75 \times 104 = 7800 / 2184 = 3.6$). In addition, more manpower can be put on the streets (Tr. 1060 [Radovic], Tr. 1029 [Headings]). The cost issues can and have been successfully addressed elsewhere and there is a strong lifestyle argument to be made by the officers and their Union in the face of declining revenues and rising costs for many cities, including Livonia.

The record was replete with testimony about the difficulty of going to 12 hour shifts if the command officers remained on 8s. As far as the record is concerned, that situation currently only exists in two municipalities, that being Grosse Pointe and Huron Township. In the latter, the police chief who testified believes it is unsatisfactory and when the budget permits he will recommend the same shifts for both units. The employer and their witnesses clearly established that continuity of command is critical to a well functioning department. I personally don't buy that argument (President Funke works for 15 different supervisors in a year Tr. 930) because there are other situations outside of police work (in work environments as critical as police work) where supervisors are on different shifts than hourly employees and those entities function well. However, what I think doesn't matter very much because it is the record testimony that establishes that this is an insurmountable problem, both from the police chiefs that have been on 8's and 12's as well as police chiefs who were experts on 12 hour shifts and prefer 12 hour shifts.

There was considerable testimony that most municipalities with 12 hour shifts have a right to revert back to 8's, usually with some notice requirement. Only two have exercised that right. There is no such right to revert back that is in the Union's final offer.

Finally, police chiefs are of the opinion that morale goes up initially when a department moves to 12 hour shifts but falls back to a baseline or fades over time; however, there are too many factors that influence morale to make any strong conclusions.

ANALYSIS AND CONCLUSION

The record is clear that 12 hour shifts can and do work and many municipalities attest to their success. In those jurisdictions that have 12 hour shifts the evidence points to a high degree of cooperation between labor and management, a degree of cooperation that has not been present in this case. The Union's 12 hour shift proposal was brought into the daylight and put on the

table only after this 312 proceeding started; on the other hand, the Employer has been adamant in not entertaining a 12 hour concept or any other ideas for additional time off for officers (at least in terms of firm proposals). The record testimony indicates that 12 hour shifts, when not done properly, can have significant economic consequences for the employer. Those can and have been managed where there is flexible contract language which allows for cooperation and study and analysis and the ability of both parties to adjust as their experience with 12 hour shifts dictates.

The evidence clearly points to the incongruity of having 12 hour shifts for patrol officers and 8 hour shifts for the command. All of the other hurdles brought up with respect to 12 hour shifts can be resolved as other parties have done, with good contract provisions and cooperation between parties. The matter of dividing the unity of command where there are 8 hour command officers and 12 hour patrol officers cannot be overcome on the present record. Not one single witness testified that that was a workable arrangement for Livonia.

Neither party has apparently been able to persuade the command officers to consider 12 hour shifts. At least in my judgment, this is not solely the responsibility of the patrol officers' Union in this case; the Employer has an obligation to seriously explore that as well, rather than simply assert that the command officers don't want 12 hour shifts. There has been some testimony that morale, at least among the patrol officers, is not good. If the City has a desire to improve that morale, it could start by seriously exploring the viability of 12 hour shifts if the command officers were to be persuaded that they have an interest as well in considering the concept and attempting to make it work. The 12 hour shift is not merely a Union based proposal; it has the virtues for management that have been described by its own witnesses Robert Metzger, and David Headings (Tr. 1016); Chief Stevenson as well acknowledged that departments on 12's

wouldn't go back to 8's (Tr. 842) (as did Union Business Agent Jerry Radovic [none of his units have reverted - Tr. 1054]) and that officers prefer to work fewer days (Tr. 848). Moreover, the prior Chief Peter Kunst (now Public Service Director) in 2000 sought to do a study on 12's (Tr. 356). As I mentioned in correspondence to the parties, and I take judicial notice of, the City of Grand Rapids Police Chief initiated the 12 hour shift idea, not the union.

As one example, Sergeant James Dexter of Westland (70 patrol officers, Tr. 478) testified that when that City adopted (after full negotiations, Tr. 505) 12 hour shifts (like those being proposed for Livonia) in 1995:

- Officers got comp time for the two extra hours per week (Tr. 481)
- The Union gave the City protection against increased sick time (Tr. 484) and no productivity loss (Tr. 486).
- Productivity did not go down and sick time use actually went down (Tr. 491)
- The City did not revoke the 12's though it could have (Tr. 493)
- The parties encountered only minor problems (Tr. 493)

Nevertheless, I am bound by the record that is made and I am compelled to adopt the Employer's last best offer of staying with the 8 hour shift arrangement for the following reasons:

1. Unity of command. A supervisor supervising the same group of employees, which has been testified to as being extremely important, would not obtain in this case if 12 hour shifts were compelled.

2. Insufficient Negotiations. There have been insufficient negotiations between the parties, due in part to the Union's putting this issue only fully on the table in the 312 proceeding and the Employer's adamant refusal to talk about any alternatives, including further time off for officers.

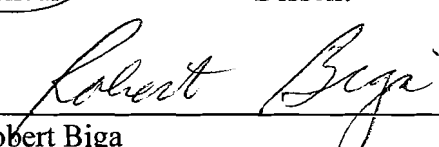
3. Flexibility Lacking in 312 Process. The fact that two cities that were on 12 hour shifts have gone back to 8 because of cost and other problems demonstrates that any such conversion has to be carefully thought out and that going forward, a flexible system for refinements as problems arise, is necessary. In that regard, the police chief of Battle Creek, David Headings, (a product himself of 12 hour shifts for many years in Kalamazoo) was compelled to return to 8 hour shifts because of the unworkability in that department of 12 hour shifts. He testified with an open mind and had no axe to grind for either 8 or 12 hour shifts other than whether it worked for everyone. This issue is not one that lends itself to ordering by the panel chair since I am forced to pick between no proposal on the City's part and a Union proposal that does not provide as much flexibility as other contracts in departments that were testified about at the hearing. I do not have the luxury of imposing some of the flexibility of other 12-hour shift versions found in other contracts in this situation.

Having determined that I am constrained to accept the Employer's last offer on this issue does not mean that the 12 hour shift issue is dead by any means. If this continues to be an important issue in the upcoming negotiations, the record made in this case provides a very complete background and record evidence for the parties' use in further bargaining on this issue and/or including mediation and Act 312. The roadmap for getting to an agreement on 12 hour shifts has many guideposts already provided and there are plenty of examples of success if the parties choose to use those resources. Even having some officers in patrol and in command on 8 hour shifts, 10 hour shifts and 12 hour shifts may not be out of the question since Grand Rapids, for example, has found that a successful method for operating. Of course that depends on the method of operating a department that comports with the type of police work that is done in each community.

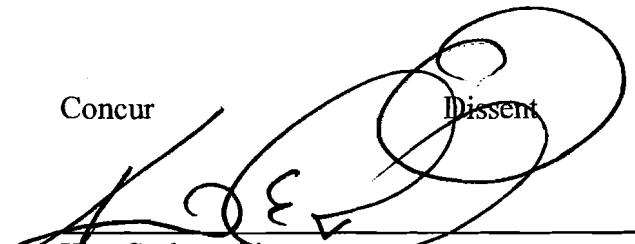
While the City has clearly carried its burden of proof on this issue for the contract now expiring, in two weeks that doesn't mean that this issue is resolved for all or some time. As a life/work style issue, it has great merit that should be of significant benefit to both parties if they are willing to do the hard work while providing adequate safeguards.

Dated: 11-28-06


Thomas J. Barnes

Concur Dissent

Robert Biga

Dated: 12/4/06

Concur Dissent

Ken Grabowski

Dated: 11-30-06

While I agree with the ultimate decision of Chairman Barnes to sustain the City's position on 12-hour shifts, I as City delegate, feel compelled to address some of the comments made by Mr. Barnes in his opinion with which the City takes issue. The following, in no particular order, represent these specific concerns:

1. Chairman's reliance on evidence from outside the record

Despite previously expressed concerns, I take issue with the Chairman's use of evidence that was not part of the record, most notably, the evidence obtained in an interview outside the presence of the parties, with the Chief of the Grand Rapids Police Department. There were several cities referenced in the award that allegedly have 12 hour shifts that were not cited by either the City or the LPOA as examples of where 12 hour shifts were in use. In at least one instance the employees are not Police Officers but Public Safety Officers! Both parties presented competent evidence on the issue, which resulted in a record that was satisfactory for the award to be made without guidance from non-witnesses.

2. The Chairman's claim that the City has an obligation to address the 12-hour shift issue with another bargaining unit.

At page 8 of the Award, the Chairman indicated that the City has an obligation to seriously explore the 12-hour issue with the Lieutenants and Sergeants bargaining unit. There is absolutely no legal basis for suggesting that a City is obligated to explore issues with other bargaining units to satisfy another bargaining unit proposal. The City is obligated to bargain in good faith with all of its unions, but it is not obligated to bring forth proposals that it does not desire. In fact, one could argue that the City would be committing an unfair labor practice by seeking a modification that the City does not even support.

3. The Chairman's statement that the City did not seriously consider 12-hour shifts

At page 2 of his award, the Chairman notes that the employer "does not appear to have seriously entertained or made any counter proposals" on this issue. There was no evidence whatsoever that the City has not bargained in good faith on this issue. This whole argument that the City did not seriously consider the 12-hour shift was hyperbole from the Union to counter the City's factually-supported position that the union never brought forth a specific proposal during the year and a half the parties bargained prior to this arbitration. Contrary to the Chairman's statement, the administrative staff has done serious research on the 12-hour shift issue, but, for the multitude of problems raised in its post-hearing brief, the City is adamantly opposed to the concept. There is nothing in PERA that requires an employer to agree to an issue, which it is diametrically opposed to for legitimate public welfare reasons.

4. The Chairman's failure to recognize the impact on the history of this issue.

Act 312 Arbitrators frequently consider the history of a particular issue and the possibility that both sides would have agreed to the proposal if they had been required to bargain to an agreement. Specifically the City provided to the Chairman, Arbitrator Theodore St. Antoine's decision, relative to the promotional system issue between the City and the Fire Fighters Union, during the current proceedings. St. Antoine declined to make any changes, citing a more than 40 year history as a primary reason not to change. Instead of stating that the City is not inclined to make a major operational change to its work schedule in the form presented by the LPOA, when it is consistently recognized as one of the safest Cities in America and that the parties have had 8 hour shifts since the origin of the Department, the Chairman provided a statement on how all benefits change over time – which is completely irrelevant to the issue at hand.

5. The Chairman's claim that the only real hurdle to 12-hour shifts is the incongruity of having 12-hour shifts for patrol officers and 8-hour shift for the command.

On page 8 of the award, the Chairman indicates “all other hurdles brought up with respect to 12 hour shifts can be resolved as other parties have done, with good contract provisions and cooperation between the parties.” The City disagrees. There are many issues that cannot simply be resolved by agreement of the parties. For example, the fact that 12-hour shifts will cost the City money at a time when the City has serious ability-to-pay issues cannot be resolved. Also, the parties bargaining cannot address a major problem with the proposal – that the Citizen's of Livonia are better protected in an 8-hour shift capacity.

6. The Chairman's position that there is a way to operate under 12-hour shifts without spending additional money

There was absolutely nothing on the record to support the Chairman's statement that it is possible to operate 12-hour shifts without spending additional money. The City witnesses unrefuted testimony made it clear that there is additional cost because officers will be required to work an additional 5% of time and the fact that the whole training process would have to be revamped. The suggestion that the City could accept compensatory time would not change the fact as there are costs associated with granting compensatory time, most notably, increased overtime spending to staff when employees use compensatory time. Furthermore, as was testified to by City witnesses, the only way some municipalities were able to deal with the problem in getting officers to take non-patrol assignments (which would result in a compensation decrease) was to offer those employees a 5% wage increase to

maintain equal pay with officers on a 12 hour day. This would obviously add additional costs to the City.

7. The Chairman's personal opinion that he does not believe it is imperative that the police officers and command be on the same shift

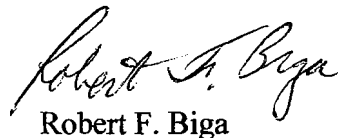
While the Chairman acknowledged it himself, the City takes exception to the Chairman even referring to his opinion as to whether the command and police officers must be on the same shift. One thing that all of the experts (City and Union) were in total agreement was that there must be unity of command. Even a union witness recognized the potential disaster were this not the case. The Chairman's personal opinion is clearly contradicted by the record.

8. The Chairman failed to appreciate the important concept that the City had to have the ability to revert back

To counter the City's position, which was strongly supported on the record, that the City must have the ability to revert back to 8-hour shifts, the Chairman pointed out that only a small number of departments chose to revert back. Focusing on the number that actually utilized their right to revert back ignores the clear testimony on the record as to why such a right was necessary. As was explained by numerous witnesses, it is the ability to revert back that gives management the strength to fix problems that arise in a 12-hour shift situation, including, for example, attendance problems. The fact that only a limited number of departments have reverted back does not address the issue as to why such an aspect is imperative. Although police department management may have wanted to return to 8 hour workdays, political considerations in other communities made reverting to 8 hours work days impossible.

9. There are numerous editorial comments made by the chairman that are not supported by the record

For the reasons specifically described above, I respectfully concur in the decision of the Chairman on the 12-hour shift issue.



Robert F. Biga

Concurring in adopting the City's last offer on 12 hour shifts.

2006/010

**MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION**

CITY OF LIVONIA,

Employer,

- and -

POLICE OFFICERS ASSOCIATION
OF MICHIGAN,

Union.

Arising pursuant to Act 312, Public Acts
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Case No. D03 G-2163

ARBITRATOR'S OPINION AND AWARD

(without a detailed explanation which will follow)

**Impartial Arbitrator Thomas J. Barnes
July 10, 2006**

CHRONOLOGY

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DELEGATES

For the Employer


For the Union

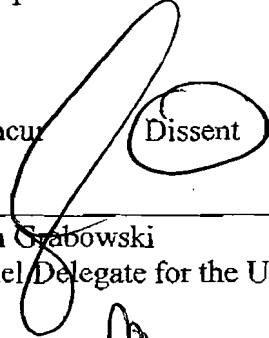

Robert Biga

Ken Grabowski

1. **Wages - 12/1/03 - 11/30/04**

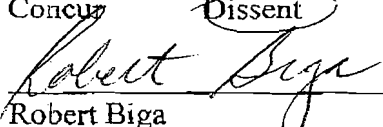
The City's LBO of a two percent (2%) increase is adopted for the reason that it complies with the historical wage setting pattern in the City whereby all bargaining units since 1984/1985 have received the same percentage increase. While the Union presented respectable evidence on the pattern of wage settlements in comparable communities, the City of Livonia is still at the top of the range and that evidence is not sufficient to overcome the parties' own well-established over 20 year practice of according bargaining units the same increase.

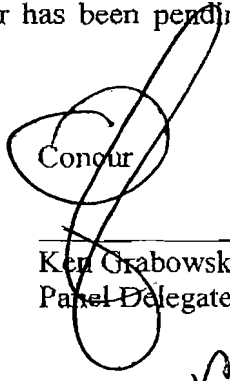

Concur Dissent

Robert Biga
Panel Delegate for the City

Concur Dissent

Ken Grabowski
Panel Delegate for the Union


2. **Wages - Retroactivity 12/1/03 - 11/30/04**

The Union's position of retroactivity is adopted for the reason that other bargaining units in the City have been given retroactivity from time to time and the recent Fact Finder's report regarding the AFSCME unit accorded retroactivity. Moreover, neither party can be blamed for the lapse of time that this matter has been pending and the employees should not suffer as a result in any event.

Concur Dissent

Robert Biga
Panel Delegate for the City

Concur Dissent

Ken Grabowski
Panel Delegate for the Union


3. **Wages 12/1/04 - 11/30/05**

Again, the City's position of a one percent (1%) wage increase is adopted for the same reasons as set forth in the first year discussed above. While the City's ability to pay argument has merit, it is relatively speaking in a situation familiar to many cities in Michigan at present.

Concur Dissent
Robert Biga
Robert Biga
Panel Delegate for the City

Concur Dissent
Ken Grabowski
Ken Grabowski
Panel Delegate for the Union

4. **Wages - Retroactivity 12/1/04 - 11/30/05**

The Union's position is adopted for the same reason as set forth in the foregoing.

Concur Dissent
Robert Biga
Robert Biga
Panel Delegate for the City

Concur Dissent
Ken Grabowski
Ken Grabowski
Panel Delegate for the Union

5. **Wages 12/1/05 - 11/30/06**

The City's position of a three percent (3%) wage increase is adopted for the reasons set forth above for the first and second years. Overall a six percent (6%) increase over 3 years is quite modest but in line with the increases accorded all other City employees and in line with the City's financial ability (as the layoff picture in the City mirrors). More importantly, the Union's LBO of ten percent (10%) (3/3/4) is simply too high given the current City and Michigan economic climate, albeit it is in line with the cost of living for that timeframe (All Cities Index 10.2% from 12/1/03 to 6/1/06).

Concur Dissent
Robert Biga
Robert Biga
Panel Delegate for the City

Concur Dissent
Ken Grabowski
Ken Grabowski
Panel Delegate for the Union

6. **Wages - Retroactivity 12/1/05 - 11/30/06**

M

The Union's position on retroactivity is adopted for the same reason as retroactivity was applied to the first and second years of the three years at issue.

Concur Dissent
Robert Biga
Robert Biga
Panel Delegate for the City

Concur Dissent
Ken Grabowski
Ken Grabowski
Panel Delegate for the Union

M

7. **Bereavement**

The Union position is adopted that there be no change in the language regarding death of a friend under Article 24.2. While the Employer presented some evidence of a higher usage of this benefit in November and December in a couple of years, I do not consider this to be much above a very minor issue and for that reason, there is no need to change what has been a fairly well established practice. The Department has not demonstrated that the officers have taxed the operational needs of the Department by misusing this benefit and therefore there is no reason at the present time to change it.

Concur Dissent
Robert Biga
Robert Biga
Panel Delegate for the City

Concur Dissent
Ken Grabowski
Ken Grabowski
Panel Delegate for the Union

M

8. Dispatch Furlough Shift and Leave Day Selection

The Union's position is adopted. The parties presented a great deal of evidence on this issue which again does not rise, in my mind, to an issue of significant magnitude. While there was evidence that dispatchers doing their job every day may be likely to be more proficient and expert in performing their functions than a police officer who is occasionally substituting as a dispatcher, the evidence was far from compelling. In fact, there was evidence of instances where the dispatchers did not do as good a job as the person reviewing their performance thought they could have. There was also evidence that a police officer with considerable experience on the street from time to time performs some of the hands-on functions that the dispatchers only talk about over the phone. In any event there is no compelling need to change Article 15.1 or 15.5 to disallow the merging of seniority between the dispatchers and the police officers for furlough days because the Department is bringing on six new dispatchers which, according to the testimony, will eliminate the problem entirely.

Concur

Dissent

Robert Biga

Robert Biga
Panel Delegate for the City

Concur

Dissent

Ken Grabowski

Ken Grabowski
Panel Delegate for the Union

rs

9. Longevity

The City's position on longevity is adopted to maintain the status quo as no compelling evidence was offered to change the existing provision and the comparables did not indicate that Livonia was out of line. In fact, on total compensation (including longevity) Livonia ranked first in the City's comparables.

Concur Robert Biga
Dissent
Robert Biga
Panel Delegate for the City

Concur Ken Grabowski
Dissent
Ken Grabowski
Panel Delegate for the Union

10. Healthcare, Prescription Drug Co-Pay

The Union and City's positions are adopted since they both agree to go to a prescription co-pay of \$10 generic / \$20 formulary / \$30 non-formulary. *All medical plans*

Concur Robert Biga
Dissent
Robert Biga
Panel Delegate for the City

Concur Ken Grabowski
Dissent
Ken Grabowski
Panel Delegate for the Union

11. Healthcare Insurance Plan

The Union and City's positions are adopted since they both agree to go to Blue Cross/Blue Shield, Community Blues PPO Option 2.

Concur Robert Biga
Dissent
Robert Biga
Panel Delegate for the City

Concur Ken Grabowski
Dissent
Ken Grabowski
Panel Delegate for the Union

12. Healthcare - Office Visit Co-Pay

The Union's position is adopted of no change in this benefit. The foregoing two changes (Community Blues 2 and drug co-pay) are significant changes that should help the City's healthcare costs and this particular co-pay is a less significant cost saver.

Concur Robert Biga
Dissent
Robert Biga
Panel Delegate for the City

Concur Ken Grabowski
Dissent
Ken Grabowski
Panel Delegate for the Union

13. **Healthcare - Emergency Room Co-Pay**

The City's position of a co-pay of \$25.00 for an emergency room visit is adopted for the reason that is in keeping in line with what has happened with other employee groups, including the sergeants and lieutenants and what was recommended by the Fact Finder in the AFSCME proceedings. *All medical plans*

Concur Dissent
Robert Biga
Robert Biga
Panel Delegate for the City

Concur Dissent
Ken Grabowski
Ken Grabowski
Panel Delegate for the Union

14. **Healthcare - Premium Sharing Co-Pay**

The Union's position of status quo is adopted for the reason that nearly 2 1/2 years of the final 3 years of this Agreement have passed and therefore implementing the City's changes with such magnitude for only 6 months remaining on the contract is not prudent. While the Fact Finder recommended this for the AFSCME unit and a couple other City groups are making contributions toward healthcare and some comparables (but not others) support the City, this is a major change that should not be thrust on police officers with a 30+ year history of being provided healthcare. It is as well the one remaining tax benefit employees still enjoy. However, the City presented the stark facts regarding the rapid and dramatic rise in its recent health insurance costs. These cannot be ignored much longer by any group of City employees. In sum, given the modest wage increase I have chosen (4% below the cost of living with 6 months remaining on the recent 3-year reopener) it would be unfair to place this additional burden on the police officers at this time. They need to be reminded this issue is not going away and will in all likelihood resurrect itself in the upcoming negotiations in a couple of months. Perhaps at that time

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the majority of City employees will be paying a share of the health insurance costs, thereby enabling the City to have a better equitable argument for the police officers doing their part.

Concur Dissent
Robert Biga
Robert Biga
Panel Delegate for the City

Concur Dissent
Ken Grabowski
Ken Grabowski
Panel Delegate for the Union

15. Healthcare - Future Premium Sharing Formula

The Union's position of no change in such sharing is adopted for the reason that the City's position is far too aggressive as the Fact Finder found in his own report for the AFSCME unit. It is also well beyond national survey findings on prevailing practices for sharing healthcare costs.

Concur Dissent
Robert Biga
Robert Biga
Panel Delegate for the City

Concur Dissent
Ken Grabowski
Ken Grabowski

Panel Chair

Thomas J. Barnes
Thomas J. Barnes

Dated: 7-10-06