

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**MICHIGAN EMPLOYMENT RELATIONS COMMISSION**  
**BUREAU OF EMPLOYMENT RELATIONS**

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**CITY OF MANISTEE**  
Respondent/Employer

Case No. L18 A-0025

**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN (POAM)**

Petitioners/Labor Organizations.

**COMPULSORY ARBITRATION**  
Pursuant to Public Act 312 of 1969, as amended  
[MCL 423.231, *et seq*] (the "Act")



**Arbitration Panel**

Chair: Charles F. Ammeson  
Employer Delegate: John H. Gretzinger  
Union Delegate: Kevin Loftis

**Advocates**

Employer Advocate: John H. Gretzinger  
Mika Meyers, PLC  
900 Monroe Avenue, NW  
Grand Rapids, Michigan 49503

Union Advocate: Kevin Loftis  
Police Officers Association of Michigan  
27056 Joy Road  
Redford, Michigan 48239-1939

**PETITION(S) FILED: October 5, 2018**  
**PANEL CHAIR APPOINTED: November 1, 2018**  
**SCHEDULING CONFERENCES HELD: November 20, December 3 and 12, 2018**  
**HEARING DATE(S) HELD: March 14 and 15, 2019**  
**REMANDED FOR NEGOTIATIONS: June 4, 2019 to June 18, 2019**  
**AWARD ISSUED: June 28, 2019**

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**WITNESS LIST**

1. Thad Taylor, City of Manistee (Manistee) Manager
2. Ed Bradford, Manistee Financial Director
3. Tim Kozal, Manistee Police Chief
4. Jim Cross, Police Officer Association of Michigan Business Representative

5. Steve Schmeling, Manistee Police Sergeant

**1. INTRODUCTION AND BACKGROUND**

The above referenced matter involves the full-time POAM bargaining unit representing determined in conjunction with the associated matter concerning the Command Officers Association of Michigan (COAM). The parties agreed to have the same panel determine both matters for obvious cost-saving and other reasons. Although the matters are separate, most of the issues presented (with minor exceptions as will be set forth herein) are the same or similar. It was requested by the parties that separate awards be issued.

Manistee is a home rule city operating under a Council/Manager system. The Public Works Department is organized under a collective bargaining agreement (CBA) with the United Steelworkers of America that is effective from July 1, 2017 through June 30, 2020. The Fire Department is organized under a CBA with Local 645 of the IAFF which is effective from July 1, 2018 through June 30, 2022. The Police Department is comprised of a Detective Sergeant and two Sergeants who are employed pursuant to the terms of a CBA with the COAM which expired on June 30, 2018, and eight Police Officers who are employed pursuant to the terms of a CBA with the POAM which also expired on June 30, 2018. The Police Department is working fewer officers than historically and has been working without a budgeted officer for an extended period due to a retirement. The remaining employees of Manistee are not organized.

Manistee is not within an urbanized area nor is it part of any recognized Metropolitan Statistical Area. Manistee has a population of 6,107 and occupies 3.29 square miles of land in Manistee County. Its recent median household income was \$35,429. Its recent per capita income was \$24,154. The median value of owner-occupied homes was \$96,300. The 2017 Taxable Value of Manistee was \$187,736,897, and Manistee levied 18.54 mills for Manistee taxes, the total amount levied by all entities on Manistee property being 43.93 mills.

The June 30, 2018 audit showed that Manistee had a general fund balance of \$1,324,601, an increase of \$231,482 over the prior year. The general fund balance is about 20% of operating expenses. The FY 2019 general fund budget is \$6.3 million. The primary cost factors that impact the budget are wages, health insurance and retirement. The FY 2019 (2018-2019) budget provided for a 2.0% wage scale increase for the POAM and COAM. USW and general employees received 1.75% and IAFF received 2.0%. All eligible employees received step increases. Since each employee group's wage scale is different, the actual raise received by any given employee is dependent on where they are in their respective scale and how that scale was constructed or negotiated. Wages are budgeted at \$3.3 million. Health insurance is budgeted at \$789,000. According to the Employer, most employees pay about 13% of their health insurance costs. Most Officers pay about 15% of their health insurance costs (see attached Premium Comparison Chart, Exhibit A to this Award). Pension costs are budgeted at \$447,000. The annual actuarial valuation as of December 31, 2016 shows the overall Manistee funding at 83%. The different pension

divisions and linked divisions are comparably under-funded, with the exception of the Steelworkers divisions which are close to fully funded.

Under the Final Offers of Settlement (FOSs) of the parties, a Police Officer at the top of the wage scale would be paid somewhere between \$50,897 and \$51,270, without overtime pay. This compares with a top paid firefighter who will receive \$50,600, and a Public Works Leadman who will receive 50,752.

## **2. STATUTORY CRITERIA**

The findings, opinion and orders of the panel must be based upon the following factors:

MCL 423.239

**Sec.9. (1) If the parties have no collective bargaining agreement or the parties have an agreement and have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions, and order upon the following factors:**

- (a) The financial ability of the unit of government to pay. All of the following shall apply to the arbitration panel's determination of the ability of the unit of government to pay:
  - (i) The financial impact on the community of any award made by the arbitration panel.**
  - (ii) The interests and welfare of the public.**
  - (iii) All liabilities, whether or not they appear on the balance sheet of the unit of government.**
  - (iv) Any law of this state or any directive issued under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, that places limitations on a unit of government's expenditures or revenue collection.****
- (b) The lawful authority of the employer.**
- (c) Stipulations of the parties.**
- (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 in both of the following:
  - (i) Public employment in comparable communities.**
  - (ii) Private employment in comparable communities.****
- (e) Comparison of the wages, hours, and conditions of employment of other employees of the unit of government outside of the bargaining unit in question.**

(f) The average consumer prices for goods and services, commonly known as the cost of living.

(g) 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.

(h) Changes in any of the foregoing circumstances while the arbitration proceedings are pending.

(i) Other factors that 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.

(j) If applicable, a written document with supplementary information relating to the financial position of the local unit of government that is filed with the arbitration panel by a financial review commission as authorized under the Michigan financial review commission act.

(2) The arbitration panel shall give the financial ability of the unit of government to pay the most significance, if the determination is supported by competent, material, and substantial evidence.

The Panel has specifically considered ability to pay, and even though the Employer remains under similar financial stresses as other communities, a majority of the Panel finds the evidence presented persuasive that the Employer has the ability to pay either the Union's or the Employer's FOSs, evidenced most significantly by its ability to recently increase a healthy General Fund Balance.

The Panel has also specifically considered overall compensation, recognizing that there are varying components of compensation for the subject Officers which make a direct comparison with external comparables non-exacting. Similar, a direct comparison with internal comparables is also non-exacting given the peculiar risks associated with police work. A majority of the panel is of the opinion that the Panel's award does not overcompensate from an overall compensation perspective.

### **3. STIPULATIONS AND PRELIMINARY RULINGS**

During prehearing conferences, it was agreed that preliminary determination pertaining to disagreements as to Comparables; Economic Issue Identification; and the Arbitrability of what has been characterized as the Union's demand for an 84 Hour Pay Period/Schedule, would promote efficient determination of the anticipated Awards in both matters.

A majority of the Panel rendered its determination regarding and identifying comparable communities on January 31, 2019, which determination is incorporated by reference as if fully set forth herein.

A majority of the Panel determined that a deadline to submit FOSs of March 1, 2019, being after the deadline to exchange Exhibits but before the deadline to exchange rebuttal Exhibits, was appropriate and not violative of the Act, over the Employer's objection that the Act requires FOSs to be submitted before the beginning of the hearing, which the Employer asserts begins with the exchange of Exhibits, one panel member dissenting.

The economic status of six issues also remained in dispute, being Rules and Regulations, Disability Leave, FMLA Leave, Pay Period/Direct Deposit, Shift Selection and Work Schedule. The Panel determined that Disability Leave, FMLA Leave and Work Schedule shall be deemed economic issues, and Rules and Regulations, Pay Period/Direct Deposit and Shift Selection deemed noneconomic issues, one panel member dissenting.

The Employer maintained that most of the thirty-plus issues identified were tentatively agreed to during negotiations. The Chairperson understood the assertion to be an issue of arbitrability and the Panel issued a preliminary determination that such issues were arbitrable, in which both Panel delegates concurred. The Employer has since clarified that it did not intend to raise an issue of arbitrability regarding those issues, but only intended to assert such evidence of tentative acceptability marshals in favor of acceptance of the Employer FOSs.

The Union maintained that there was no agreement on any issues unless there was agreement as to all issues. There was no executed written agreement concluding such asserted tentative agreements. As such, the Chairperson was left with little evidence upon which to determine that agreement was had. A majority of the panel has determined the issues on a case-by-case basis for the reasons set more specifically herein.

Under the existing CBA the parties had been using a 12-hour per shift schedule with one shorter eight-hour workday every two-weeks to accomplish 80 hours of work per two-week pay period. However, the language of the existing CBA did not reflect that work schedule, instead providing for a normal workday of eight-hours in Section 12.1.

The Union proposed a normal workday of 12-hours and a normal two-week work schedule to include 84 hours. Although the Employer maintains that its FOSs does not eliminate the concept of a normal workday and provides in Section 12.1 for a normal workday of 12 hours, its proposal for Section 12.2 provides for regular shifts of both 12 hours and eight hours. A majority of the Panel observes and considers that the Employer FOSs eliminate the concept of a normal workday. The Employer delegate observes and maintains that the Employer FOSs do not eliminate the concept of a normal workday but define it as 12 hours for most shifts and 8 hours for one shift.

As such, a majority of the Panel considers the Employer's objection to a normal 84-hour schedule to be an objection to a normal 12-hour workday, and an issue of arbitrability. As such, the Panel determined that the general 84-hour issue and associated issues were arbitrable and issued a preliminary determination, one panel member dissenting.

All in all, the parties were initially confronted with over 30 issues and were unable to find a way to resolve the vast majority of them, leaving 26 for determination by the panel.

The 312 petition identified duration as an issue, which issue was first put to rest when the Employer answered the issue had been resolved, the Parties eventually informing the Panel that the Duration of the CBA shall be for a three (3) year period from July 1, 2018 through June 30, 2021.

The Parties also agreed on February 22, 2019 to resolve 8 issues, being Holiday Pay, Holidays, Funeral Leave, FMLA Leave, Direct Deposit, Overtime Equalization, Shift Selection and Compensatory Time on the following basis:

<p><b><i>Holiday Pay.</i></b></p> <p><i>Modify Section 10.5 to read as follows (effective 1-1-2019):</i></p> <p><b><i>Section 10.3 Holiday Benefit.</i></b> <i>At the beginning of each calendar year, eligible employees shall have their holiday time bank credited in advance with twelve hours for each recognized holiday. This holiday time may be scheduled and taken during the calendar year at a time approved by the Public Safety Director. Although credited in advance and available for use, for all other purposes, holiday time is earned as it falls on the calendar.</i></p>
<p><b><i>Holidays.</i></b></p> <p><i>Modify Sections 10.1, 10.2, 10.4, 10.5 and</i></p> <p><i>10.6 to read as follows: Section 10.1 Holidays</i> <i>The following days are recognized as holidays for purposes of this agreement:</i></p> <p><i>New Year's Day</i> <i>Good Friday</i> <i>Memorial Day</i> <i>Independence Day</i> <i>Labor Day</i> <i>Veteran's Day</i> <i>Thanksgiving Day</i></p>

*Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
Employee's Birthday*

*It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.*

*Section 10.2 Holiday Work*

*An employee who is regularly scheduled to work on a holiday shall receive straight time for all hours worked. An employee who works on a holiday who was not regularly scheduled to work shall be paid at the rate of double time. Any employee who works overtime on a holiday shall be paid at the rate of double time.*

*Section 10.4 Holiday Time Payout*

*By no later than the second pay date in January, any holiday time remaining from the previous year shall be paid out at the regular hourly rate of pay.*

*Section 10.5 Termination, Resignation, Retirement or Death*

*Upon termination, resignation, retirement or death, an employee or his estate shall be paid for all earned but unused holiday time provided that the employee gives a minimum of two-weeks advance notice of retirement or resignation. If an employee has used more holiday time than what they have earned, the hours used but not earned shall be deducted from the employee's last paycheck.*

*Section 10.6 Holiday Eligibility*

*An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall have their holiday time bank reduced by 12-hours.*

*Funeral Leave.*

*Modify Section 9.2 to read as follows:*



**Section 9.2 Funeral Leave**

Upon request, an employee shall be granted a leave of absence with pay for up to a maximum of three (3) days that the employee is otherwise scheduled to work following the date of death of a member of the employee's immediate family to allow the employee to attend the service and take care of other necessary arrangements. "Immediate family" shall mean the employee's current spouse, children including stepchildren, mother, father, step-parents, sister and brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. An employee granted a leave of absence under this Section shall receive pay in an amount equal to what the employee would have earned by working the employee's scheduled straight time hours at their straight time regular rate of pay, exclusive of all premium pay, on the days for which paid leave is granted. No funeral leave will be paid to any employee while on leave of absence, layoff or disciplinary suspension. Funeral leave must be taken within one year of the date of death. Additional time off may be requested in accordance with the vacation scheduling procedures.

**FMLA Leave.**

Modify Section 9.9 to read as follows:

**Section 9.9 Family and Medical Leave**

Employees who have been employed for at least 12 months are eligible for leaves of absence for family and medical reasons under the terms and conditions set forth below and as those terms and conditions are supplemented and explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act, provided that they were employed for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the requested leave.

An eligible employee is entitled to a total of 12 work weeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave for any one, or more, of the following reasons.

- (a) The birth of a son or daughter, and to care for the newborn child;

(b) *The placement with the employee of a son or daughter for adoption or foster care;*

(c) *To care for the employee's spouse, son, daughter, or parent with a serious health condition; and*

(d) *Because of a serious health condition that makes the employee unable to perform the functions of their job.*

**FMLA SERVICE MEMBER LEAVE:**

1. *Because of any qualifying exigency arising out of the fact that a spouse, son, or daughter of the employee is on covered active duty (or has been notified of an impending call to covered active duty) in the Armed Services.*

2. *To care for a covered service member who is the spouse, son, daughter, parent, or next of kin of an eligible employee and who has suffered a serious injury or illness in the line of duty on active duty.*

*A covered service member is a member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness or a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and was a member of the Armed Forces at any time during the period of 5 years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who suffered a serious injury or illness in the line of duty on covered active duty in the Armed Forces shall be entitled to a total of 26 work weeks of leave during a 12 month period to care for that service member. This service member family leave shall only be available during a single 12-month period, and during that 12-month period the eligible employee shall only be entitled to a total of 26 weeks of combined regular FMLA leave and Service Member Family Leave.*

*Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. The provisions of this Section are supplemented by the City's*

*Family and Medical Leave policy and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act. Disputes regarding rights under the FMLA are to be resolved in accordance with the statutory procedure and are not subject to the grievance and arbitration procedures of this Agreement.*

***Pay Period and Direct Deposit.***

*Modify Section 12.5 Pay Period and Direct Deposit to read as follows:*

***Section 12.5 Pay Period and Direct Deposit***

*The pay period shall be on a bi-weekly basis. The City at its sole discretion may implement Direct Deposit, which will include electronic pay stubs*

***Overtime Equalization.***

*Modify Section 12.6 Overtime Equalization to read as follows:*

***Section 12.6 Overtime Equalization***

*Call-in overtime shall be divided as equally as practical among employees consistent with the Department's overtime equalization policy.*

***Shift Selection.***

*Modify Section 12.9 Shift Selection to read as follows:*

***Section 12.9 Shift Selection***

*Shift selection shall occur annually in December for the next year. One-half of the available slots on any shift will be available for seniority pick. An officer returning to regular service after being assigned to SSCENT shall take the shift that was vacated by the new employee going to SSCENT, if applicable. The returning employee will be able to bid on shifts as normal in December.*

***Compensatory Time. Add the following new section:***

***Section 12.10 Compensatory Time***

*Employees who are required to work overtime may elect to receive compensatory time in lieu of receipt of overtime pay. Compensatory time shall be credited at the rate of one and one half (1 1/2) hours for every hour of overtime worked. The scheduling of compensatory time off shall be at a time arranged in advance by the employee with the City, provided, however, that the City*

*reserves the right to refuse a request for use of compensatory time if it would unduly disrupt its operations or cause another employee to receive overtime pay. Compensatory time off may be accumulated to a maximum of forty-eight (48) hours. Any compensatory time over and above the (48) hour maximum will be paid at straight time on the employees next payc h e c k. Employees whose employment with the City is terminated shall receive pay for accrued but unused compensatory time at the regular rate received by the employee at the time the employment relationship is terminated*

Finally, FOSs and post hearing briefs resolved 3 issues because the FOSs either matched; or the issue or opposition to the issue was withdrawn, being the Existing Pension issue which was withdrawn, leaving the language in the existing CBA unchanged; the Jury Leave issue to which the Union withdrew its objection, leaving the language proposed by the Employer set forth in issue K below; and the Health Saving Account issue requiring no language change as set forth in issue R identified below.

The Chairperson remanded the matter for further negotiations regarding the 84 Hour Schedule/Pay Period issues for the period June 4 to June 18, 2019, to be attended by certain designated persons. It was reported that the designated representatives attended in person, except for the City Manager, who as subsequently reported by the Employer advocate had scheduled meetings that precluded his attendance at the Lansing location but was available by telephone. It is noted that the Lansing location was directed by the chairperson as a compromise mutual convenience because the Union insisted on meeting at its business location and the Employer insisted on meeting at its premises. The parties were unable to resolve those issues.

During the hearing an issue arose regarding additional documentation to be received from the Michigan Employees Retirement (MERS) system. The Chairperson allowed supplementation of MERS documents by exchange between the parties two weeks before the deadline for briefs. The deadline for post-hearing briefs was set at May 10, 2019. The Employer submitted additional documentation it received from MERS by email on April 27, 2019, just shy of the two weeks before the deadline set. At the hearing the Employer assured it would get the information promptly. The MERS documentation is dated March 22, 2019, and thus it took a month before it was untimely exchanged. The Union objected to the reception of this document. Given the delay in transmittal, it is the Chairperson's determination that the documentation was not timely exchanged; could have been timely exchanged well in advance; and in all fairness to the Union, should not be received.

During the Panel's deliberations, the Employer advocate/Panel member presented City proposals date June 10, 2019 and anticipated future work schedules. Although technical

rules of evidence do not control the Panel's determination as to evidence, it is the Chairperson's determination that proposals during a remand ordered by the Chairperson in a final effort to promote voluntary resolution carry too much of a prejudicial component and their consideration, let alone the appearance of their consideration, would undermine the trust placed in the independent determination of the Panel. As such, the Chairperson has determined not to receive that document as well.

Regarding the schedules, the Chairperson has determined to receive same for the limited purpose of allowing the Panel to assess schedule implications, and not as evidence of anything that has occurred or will for certain occur. In essence a demonstrative document that was submitted for argument and analysis purposes and to be so considered.

The Employer advocate/Panel member also presented a June 17, 2019 email with the City's analysis of its health care costs. Again, the Chairperson determined to receive same for the limited purpose of allowing the Panel to assess the positions of the Panel members. Again, in essence a demonstrative document that was submitted for argument and analysis purposes and to be so considered.

#### **4. COMPARABLES**

The parties both submitted the cities of Ludington and Cadillac as comparables. The Union proposed 6 additional comparables being the cities of Big Rapids, East Grand Rapids, Grand Haven, Greenville, Petoskey, and Traverse City Michigan. The Employer proposed 8 additional cities or counties of Hastings, Hillsdale, Iron Mountain and Menominee, Michigan, as well as Mason, Manistee and Wexford Counties as comparables. The party delegates to the panel agreed that limiting comparables to two municipalities is undesirable. The Panel determined 5 comparable municipalities, being the City of Ludington, City of Cadillac, City of Greenville, City of Big Rapids and County of Manistee, one panel member dissenting.

Again, the Panel rendered its determination regarding and identifying comparable communities on January 31, 2019, which determination is incorporated by reference as if fully set forth herein.

#### **5. ISSUES BEFORE THE PANEL**

**a. 1. Wages – First Year –Economic**

*2. The Union proposes a 3% increase for all steps;*

*The Employer proposes a 2.25% increase effective the first full pay period after issuance of the Act 312 Award.*

### 3. Discussion:

The Union Focuses its argument that its FOS for a 3.0% increase will take Police officers wages more toward the average of comparable communities. The Employer focuses its argument to support a 2.25% increase on the fact that other employees received lesser increases; that Firefighters and Public Works Leadmen will receive slightly less base pay than Police Officers; and that Police Officers get substantial overtime. The Employer acknowledges that the Panel may consider other communities wages but asserts that this does not mean that Police Officers are entitled to be paid the same rate as a Police Officer in any of the comparable communities or at the average for those communities, but rather that the standard simply allows the Act 312 panel to take into consideration if a proposed wage represents a significant deviation from the wages paid in comparable communities when making its award.

The Employer asserts, even though the Union's proposal provides for retroactivity for the first year, since the Union did not file a separate FOS on the issue of retroactivity, the Union's FOS on the 1<sup>st</sup> Year of Wages must be rejected and the Panel is required to accept the Employer FOS on that issue and deny retroactivity.

The Employer FOS expressly prohibits retroactivity, specifically requiring that its FOS become effective the first pay period after issuance of the Act 312 Award, which has passed.

The Panel has considered ability to pay, and even though the Employer remains under similar financial stresses as other communities, the evidence is persuasive that the Employer has the ability to pay both FOSs, evidenced most significantly by its ability to recently increase a healthy General Fund Balance.

Although it is recognized that the Union proposal exceeds cost of living criteria, a majority of the panel is persuaded that the Union proposal will bring Officers more in line with external comparables. A majority of the Panel is not persuaded that Officers will be overpaid by internal comparison, or that Firefighters and Public Works Leadmen are precise comparables, for a variety of reasons.

Also persuasive is the fact that the Officers will experience a 20 to 23% increase in Officer share of insurance premium payment from what they paid at the commencement of the last CBA, essentially the equivalent of a 1% base wage increase, as determined in issue S below, and a greater percentage increase in premium share than undertaken by the Employer.

Finally, adoption of the Union FOS, particularly in light of the adoption of the Employer's FOS for the 2d and 3d years of wages, will also sustain reasonable internal and external comparability, and fall within reasonable expectations of cost of living increases and other criteria overall.

It is recognized that the Employer suggests that retroactivity is a separate issue, but the fact remains that the Employer's FOS expressly and clearly excludes the possibility of retroactivity. The Union FOS provides for retroactivity. The Chairperson is unwilling to change the wording of an FOS or endorse an FOS that does not match the FOS submitted.

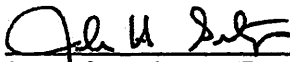
All in all, a majority of the panel is of the opinion that the Section 9 factors of the Act are best served by the adoption of the Union FOS.

4. A majority of the Panel adopts the FOS of the Union.


June 28, 2019

  
\_\_\_\_\_  
Charles Ammeson, Chairperson

June 28, 2019

  
\_\_\_\_\_  
John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

b. 1. Wages – Second Year --Economic

2. *The Union proposes a 3% increase for all steps;*

*The Employer proposes a 2.25% increase effective July 1, 2019*

3. Discussion:

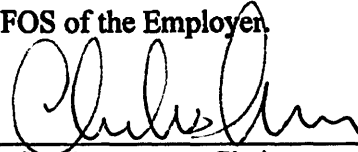
The Union Focuses its argument that its FOS for a 3.0% increase will take Police officers wages more toward the average of comparable communities. The Employer focuses its argument to support a 2.25% increase on the fact

that other employees received lesser increases; that Consumer Price Indices do not support the Union's FOS, the Employer FOS actually exceeding such indices.

The Panel has considered ability to pay, and even though the Employer remains under similar financial stresses as other communities, the evidence is persuasive that the Employer has the ability to pay both FOSs, evidenced most significantly by its ability to recently increase a healthy General Fund Balance. Compelling is the fact that the Employer FOS falls within the increases evidenced as expected to be paid statutorily required internal comparisons and external comparisons and appears to fall within reasonable expectations of cost of living increases. A majority of the panel is of the opinion that the Section 9 factors of the Act, including the financial impact on the community, are best served by the adoption of the Employer FOS.

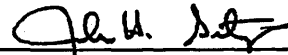
4. A majority of the Panel adopts the FOS of the Employer.

June 18, 2019



Charles Ammeson, Chairperson

June 28, 2019

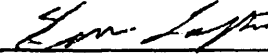


John Gretzinger, Employer Delegate

Concurring as to determination only

Dissenting (see attached)

June 26, 2019



Kevin Loftis, Union Delegate

Concurring as to determination only

Dissenting (see attached)

**c. 1. Wages – Third Year – Economic**

2. *The Union proposes a 3% increase for all steps;*

*The Employer proposes a 2.00% increase effective July 1, 2020.*

3. Discussion:

The Union Focuses its argument that its FOS will take Police officers wages more toward the average of comparable communities. The Employer focuses



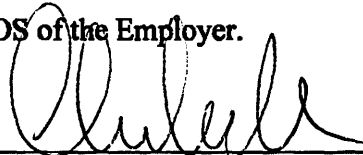
its argument to support a 2.00% increase on the fact that such an increase will be in step with what another internal comparison and another external comparison will receive.

The Panel has considered ability to pay, and even though the Employer remains under similar financial stresses as other communities, the evidence is persuasive that the Employer has the ability to pay both FOSs, evidenced most significantly by its ability to recently increase a healthy General Fund Balance. Determining justifications for a third-year increase become more difficult because of the limited information as to what the majority of internal and external comparisons will be receiving. It is recognized that one internal and one external comparison have agreed to a 2.00% increase.

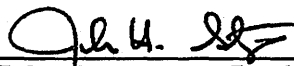
Given the limited information, the Panel is less secure about a third-year projection, but also recognizes the evidence supports a reasonable expectation that cost of living increases in the next years are more likely to approximate the Employer's FOS than the Association's FOS. Accordingly, a majority of the panel is of the opinion that the Section 9 factors of the Act, in light of the overall compensation received, are best served by the adoption of the Employer FOS.

4. A majority of the Panel adopts the FOS of the Employer.

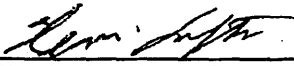
June 27, 2019

  
\_\_\_\_\_  
Charles Ammeson, Chairperson

June 28, 2019

  
\_\_\_\_\_  
John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

d. 1. New Hire Pension --Economic

2. The Union proposes to maintain the Status Quo;

*The Employer proposes Two-tier pension, modifying Section 18.1 of the CBA to read:*

*Section 18.1 Pension. The City participates in Michigan Municipal Employees Retirement System in order to provide a defined benefit retirement plan. Employees who were hired in the Police Department prior July 1, 2015 participate in Plan B-4 (modified to have a 2.8% multiplier rather than a 2.5% multiplier) with riders F50(25), F55(15) and FAC (3). Employees who were hired in the Police Department on or after July 1, 2015 but before June 30, 2018 participate in Plan B-4 with riders F50(25), F55(15) and FAC (3). Employees who were hired in the Police Department on or after July 1, 2018 participate in Plan B-3 with riders F50(25), F55(15) and FAC (3). As participants in the MMERS Plans, employees contribute 4% of their gross earnings through required payroll deductions. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System.*

### 3. Discussion:

The Employer generally observes that it and all comparables are under pressure to control Pension costs, concluding that there can be no general dispute of the need to restrict same.

The Union observes that the Employer FOS adds a third tier which would not only exacerbate morale issues but would create negative associated consequences impacting flexibility in amortization periods, also arguing that insufficient evidence was received at the hearing to understand and explore those impacts.

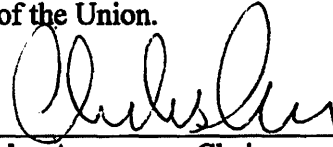
The Employer suggests, on the other hand, that adoption of the Union FOS will create morale issues within the City because Firefighters have accepted a multiple-tier system similar to the Employer FOS.

A majority of the Panel shares the concern that adding a third tier would not only exacerbate morale issues but could create negative associated consequences impacting flexibility in amortization periods and other associated elements. Although this panel is without authority to address the morale issues created by Firefighter agreements, the Employer's concern does corroborate that different pension entitlements within a workplace do cause morale issues – more so in this Chairperson's experience and opinion as it pertains to Officers engaging identical duties and responsibilities than employees in different departments. Accordingly, a majority of the panel is of the opinion that the Section 9 factors of the Act, including the potential of

unintended consequences and negatively affecting the bargaining relationship and relationships among members, as well as the correlative welfare of the public, are best served by maintaining the status quo and adopting the Union FOS, and additionally for reasons set forth in the Chairperson's concluding observations of this award.

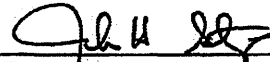
4. A majority of the Panel adopts the FOS of the Union.

June 28, 2019



Charles Ammeson, Chairperson

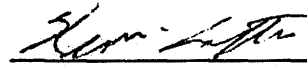
June 28, 2019



John Gretzinger, Employer Delegate

Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019



Kevin Loftis, Union Delegate

Concurring as to determination only  
 Dissenting (see attached)

e. 1. MERS Consolidation --Economic

2. *The Union proposes to maintain the Status Quo;*

*The Employer proposes to Consolidate POAM and COAM units, adding the following letter of understanding to the CBA:*

*"The City will maintain a single MMERS division for employees in the Police Department with the same MMERS retirement plan benefits, regardless whether the employee is in the POAM or COAM unit."*

3. Discussion:

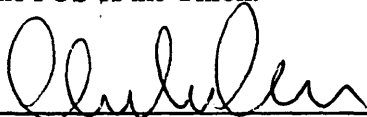
The Employer prefaces its justification with the observation that the issue is questionably a bargainable topic, at best. The Employer suggests the change will purely be a matter of administrative convenience. Ultimately, the Union concludes that all parties need to understand whether there are any negative

consequences of such a FOS, which can only be accomplished by obtaining a supplemental valuation to determine the impact.

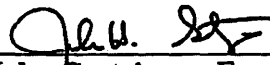
Given the asserted question whether the Employer FOS is a bargainable topic and the lack of supplemental valuation, combined with the assertion that this FOS is only a matter of administrative convenience, which presumed inconvenience has been accommodated in the past, a majority of the panel is of the opinion that the Section 9 factors of the Act, including the uncertainty of negatively affecting the bargaining relationship and the correlative welfare of the public, are best served by maintaining the status quo and adopting the Union FOS, and additionally for reasons set forth in the Chairperson's concluding observations of this award..

4. A majority of the Panel adopts the FOS of the Union.

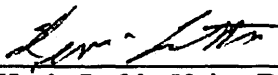
June 28, 2019

  
\_\_\_\_\_  
Charles Ammeson, Chairperson

June 28, 2019

  
\_\_\_\_\_  
John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**f. 1. Retiree Health Insurance --Economic**

2. *The Union proposes to maintain the Status Quo;*

*The Employer proposes to modify Section 14.9 of the CBA to read;*

*Section 14.9 Retiree Insurance Coverage. Employees hired prior to July 1, 2012 who retire from the City and are immediately eligible for a normal retirement benefit from the City's MERS retirement plan shall receive an amount of \$250 per month from retirement to age 65 or Medicare eligibility, whichever occurs sooner, to help defray the cost of health insurance. Except as provided through COBRA,*

*retirees are not allowed to participate in any City medical, dental, vision or other health insurance plan. Employees hired on or after July 1, 2012 are not eligible for the stipend to help defray the cost of medical insurance*

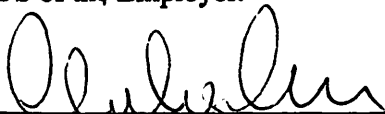
3. Discussion:

The Employer observes that the Employer contribution to retiree health insurance costs was capped at \$250 by prior agreement between the parties, pointing out that most retirees elect to secure other coverage because the Employer coverage is too expensive. The Employer also points out that the other Employer bargaining units have accepted the change, which is also reflected in the Employer personnel policies for non-bargaining unit employees. The Union suggests there is no additional cost to the Employer to maintain the status quo.

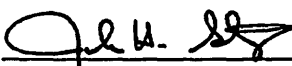
Given the evidence received by the Panel as a whole, and noting that retiree health insurance has already been eliminated and not available for all Union member hired after July 1, 2012, a majority of the panel is of the opinion that the Section 9 factors of the Act, including that potential of easing the bargaining relationship by simplification, are best served by the adoption of the Employer FOS.

4. A majority of the Panel adopts the FOS of the Employer.


June 20, 2019

  
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Charles Ammeson, Chairperson

June 28, 2019

  
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John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**g. 1. Retroactivity --Economic**

*2. The Union proposes Retroactive application of wage increases to July 1 of the year of increase:*

*The Employer proposes No Retroactivity.*

**3. Discussion:**

The Employer, recognizing that the Panel may allow retroactivity suggests that the Panel should not do so because the Union is at fault for extended Act 312 proceedings. The Employer suggests there is no welfare to the public by allowing retroactivity, continually maintaining that the Union is the sole cause of the delay associated with 312 proceedings.

The Union simply requests retroactivity.

Given the evidence received by the Panel and the interactions during the course of the proceedings, a majority of the Panel cannot attribute any delay in proceeding to the bad faith of either party, although it is clear to the Chairperson, and essentially conceded by the Employer, that the bargaining relationship has been severely fractured. Accordingly, a majority of the panel is of the opinion that the Section 9 factors of the Act, including the potential of negatively affecting the bargaining relationship and the correlative welfare of the public, are best served by the adoption of the Union FOS, and will apply retroactivity on a case by case basis as permitted by the FOSs offered and adopted.

The majority of the Panel also disagrees that retroactivity does not support the public welfare. It is true that Act 312 proceedings take time but serve the public welfare by avoiding work stoppages. Of course, had the parties been able to arrive at a timely negotiated agreement, the public welfare would have been best served. Officers would have received a timely increase and the Employer would have paid same, as evidenced by its FOS that some increase was reasonable.

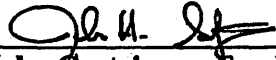
The record is unpersuasive that the delay in wage increase was caused solely by the Union exercising its right to disagree; following Act 312 procedures; and refraining from work stoppage; that the Officers should bear a financial detriment attributable to legitimate Act 312 procedures; or that the Employer should obtain a financial benefit because of same.

**4. A majority of the Panel adopts the FOS of the Union.**

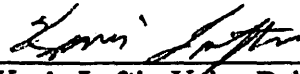
June 27, 2019

  
Charles Ammeson, Chairperson

June 28, 2019

  
John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**h. 1. 84 Hour Schedule/Pay period --Economic**

2. The Union FOS was identified and summarized as a proposal for straight 84 Hour Pay Period at the prehearing conference, encompassing a variety of issues identified herein as issues X, Y and Z. Summarized, the proposal would be to change the normal workday in Section 12.1 of the CBA (issue Z) from an eight hour work shift to a 12-hour shift; essentially change Section 12.2 of the CBA (issue Y) from six 12-hour shifts and one eight hour shift each two-week pay period to seven 12-hour shifts every two-week pay period (14 12-hour shifts every 28 day pay period); and change Section 12.7 of the CBA (issue X) so that overtime coordinates to be paid after 12-hours a day and 168 hours every 28 day pay period. The proposal is more specifically identified and addressed in issues X, Y and Z herein.

The Employer is opposed to the proposal, particularly insofar as it might require the Employer to schedule hours it does not wish to schedule patrol coverage, but does recognize a need to address the pertinent contract provisions given the fact that the provisions do not reflect the practice of the Employer. The Employer argues that the Union's real purpose in pursuing the 84-hour Schedule/Pay Period is to increase wages paid to its members by 5%.

**3. Discussion:**

The Employer generally argues that a change from 80 hours every two-weeks to 84 hours is an increase in regular hours of work, a permissive subject of bargaining, and an extra cost or financial burden on the Employer, indicating that the separate issues X, Y and Z will be more particularly argued issue by issue. The Union generally points out that the present practice of working

Officers six 12-hour shifts and one 8 hour shift, for a total of 80 hours every 14 days is inconsistent with Section 12.1 of the CBA which requires normal shifts of eight hours per day and overtime on an eight hour and 160 hour 28 day basis. Accordingly, the respective provisions of the CBA require alteration.

The Union suggests that the 84 Hour Pay Period/Schedule is customary for 12-hour days, and the 12-hour day/8-hour day Pay Period/Schedule is unusual, causing difficulties in scheduling and significant disruption to the personal lives of the Officers. In order to accommodate eight-hour shift schedule change requests it is frequent that an Officer is forced to adjust the starting and ending times of his 12-hour shift by 4 hours, not only causing disruption in planning but disruption as to the amount of time off on a particular day. The Union asserts that the problem is exacerbated by the long-standing retirement vacancy. The union suggests as an extreme that Officers are forced to work more than five 12-hour shifts in a row, causing frustration and less than optimum work performance. The Union also points out that there are safety concerns, inasmuch as the eight-hour shift causes periods of time that Officers have no back up scheduled on duty. The Union further points out that the majority of comparable communities accommodate 12-hour shifts and 84 hours pay periods in a variety of ways. Concluding, the Union suggests that the separate issues X, Y and Z will be more particularly argued issue by issue.

The parties, by making FOSs altering the language of Sections 12.1, 12.2 and 12.7, recognize that those sections require amendment to more clearly set forth either the existing or proposed Pay Periods/Schedules. A majority of the Panel recognizes that Section 12.1 is wholly inconsistent with either existing or proposed Pay Periods/Schedules.

The Employer steadfastly maintains that the Union FOS provides a 5% wage increase to the Officers. The Majority of the Panel disagrees, the fact remaining that Officers who work an 84-hour schedule will have worked 5% more hours.

The Union steadfastly maintain in opposition that the Employer FOS allows unfettered control to the Employer to disregard the impact on the Officers' personal lives.

The Chairperson observes that the Union FOS recognizes and allows that the Chief of Police may make changes in schedule to accommodate changes in personnel levels, specifically providing in pertinent part:



*It is recognized that ... changes in personnel levels may necessitate schedule changes, in which case the Chief of Police will consult with the employees involved before making such changes....*

The management rights clause, Article IV of the CBA, remains unchanged, and provides in pertinent part:

*The City retains and shall have the sole and exclusive right to ... determine the number of personnel required; ... to establish and change work schedules; ... provided, however that these rights shall not be exercised in violation of any specific provision of this Agreement.*

Turning to the FOSs, the Union FOS provides for normalcy of 12-hour shifts. The Employer FOS provides for normalcy of a combination of 12-hour shifts and an eight-hour shift. Command Sergeant Steve Schmelling (Schmelling) testified that under the Employer proposal it is "horrendous" to try to schedule somebody to come back to work, causing Officers to lose the consistency of having a day off and a consistent family life. Schmelling testified that the difficulty is exacerbated by continuous vacation schedules and the extended period that the Employer has not filled the position vacated by the retirement of Officer Pepley (sp?). Schmelling explained in detail and by way of example how the 12/8 shifts disrupt the personal lives of Officers; causes much frustration within the Department; increases overtime demands on officers; and causes burnout.

Chief Timothy Kozal (Kozal) agreed that changing people's schedule and ordering them in on days off is disruptive to the Officers, and that Officers who have had their night shift change have complained to him. Kozal testified that he remembers telling the Officers "...I'd rather have them at 84 for 84 they had mentioned, and I agree that they'd rather have it a time-and-a-half rate for that other four hours", albeit that the Chief indicated he didn't have the budgetary money for the extra four hours, further stating "The biggest thing is looking at my budget, I didn't have an extra 60 grand laying around in my budget, so I knew weren't going to be able to make it work and Ed (Manistee Financial Director) certainly wasn't going to have money for me."

The Employer steadfastly maintains that, if the Union FOSs are adopted, it must work all Officers 12-hour days, 84 hours every two-weeks; on a rigid schedule, without exception, not allowing the Employer discretion to vary the hours.

While the Chairperson recognizes that the Union's FOS provides in Section 12.2A that "All patrol employees shall work twelve (12) hours per day, the Chairperson observes that such provision is in a section that addresses

overtime pay; that Section 12.2 B only provides normalcy of 12-hour shifts; that Section 12.1 provides for a normalcy (emphasis added) of 12-hour shifts; and that Article IV of the CBA provides the Employer with exclusive authority to establish and change work schedules, subject only to other specific provisions of the CBA.

By endorsing and adopting the Union's FOSs regarding the 84 Hour Schedule/Pay Period issues, the Majority of the panel observes that such provisions do not prohibit the Employer from changing all Officer schedules, but only require that the normal (emphasis added) schedule remain at 12-hour shifts. It is the Majority of the Panel's observation that there will be times or periods of times when shifts of less than 12-hours will be necessary, and that it may be that some Officers will not have a normal work day and schedule of 12-hours and 84 hours during these times or periods of time, particularly if the Employer, within its discretion, determines not provide police protection 24 hours a day, 14 days every two-weeks (336 hours). If the Employer determines to maintain services at 320 hours every two-weeks, it will have discretion to devise alternative abnormal schedule for a few Officers to accommodate such budgetary constraints, and the Majority of the Panel's determination should not be understood or construed to prohibit that management right. In the Majority of the Panel's opinion, normal is not to be construed as absolute, but understood in its common connotation as usual, typical, or expected. "Normal" in Merriam-Webster. Retrieved June 16, 2019 from <https://www.merriam-webster.com/dictionary/normal>.

The Chairperson has observed the many different ways comparable communities address scheduling shifts. Manistee County and Big Rapids allows for eight, ten or 12-hour workdays. Cadillac provides for a 12-hour workday and 84-hour schedule, allowing four hours compensatory time to maintain and 80 hour paid time tour of duty. Greenville provides for normal 12-hour days, with two 84-hour and one-72-hour pay period and compensatory time off. Ludington provides for both 8-hour shifts and 5 regular workdays a week, as well as 12-hour shifts and 7 regular workdays every 14 days. The evidence preponderates that there are many ways that schedules can be accommodated, most comparables expressing or attempting to provide and accommodate a certain amount of normalcy.

The Chairperson observes that a normal or regular workday or work schedule has been a long-time concern to workers. Anecdotally, it has been commented that even slaves negotiated with masters for time off. Labor rights activist Robert Owens coined the phrase "8 hours labor, 8 hours recreation, eight hours rest" in the early 1800s. Ulysses S. Grant proclaimed an eight-hour workday for government employees, without a decrease in pay, in 1869. In 1898 the United Mine Workers obtained an eight-hour day, and

in 1926 Ford Motor adopted a 40-hour workweek. By 1940, Congress enacted the Fair Labor Standards act, incentivizing the workweek to 40 hours.

The Chairperson also recognizes that scheduling police services for the interests of the community has been preserved as a management right for the Employer, and properly so.

These parties have long provided for normalcy in work hours and schedules, apparently in the past even being able to come to agreement in the face of contrary CBA language, all while providing police service at a level to serve the public welfare and interests. It is regrettable that they cannot accommodate the countervailing demands by voluntary agreement. It is equally regrettable that this Panel, despite attempts to do so, could not prompt such agreement, being left to choose between two alternatives.

Given these circumstances and the evidence received by the Panel as a whole, a majority of the Panel agrees that the present practice of working Officers six 12-hour shifts and one 8 hour shift, for a total of 80 hours every 14 days causes difficulties in scheduling and significant disruption to the personal lives of the Officers. Those difficulties and disruptions were specifically confirmed by Sergeant Schmeling, and generally recognized by, but not necessarily agreed to be significant enough to warrant the cost of an 84 hour Pay Period/Schedule, by Chief Kozal. Such disruptions include forcing Officers to adjust the starting and ending times of his 12-hour shift by 4 hours, not only causing disruption in personal planning but disruption as to the amount of time off on a particular day. The evidence is persuasive that at times the insertion of an eight-hour day in an otherwise 12-hour day work schedule causes certain Officers to work far more than three 12-hour shifts in a row, causing frustration and less than optimum work performance. Certainly an 80 hour pay period does not allow a normal workday other than eight or 16 hours, yet both parties apparently desire the overwhelming number of workdays to be 12-hours.

An additional component in the interest of the public which should not be overlooked is that, to the extent the Employer is able to assign the 84 hour schedule as the norm, those Officers will be working 168 hour at straight time every four weeks, and not 160 hours at straight time and eight hours at overtime rates. Amongst seven or eight officers that is approximately an extra week's work each four weeks at straight-time and enhances the economics of serving the public interest with a lesser numbered police force, if the Employer so elects. Although not a determinative factor in the Chairperson's determination, given the mutuality of the ROSS providing promoting a 12-hour schedule, it is warranted to observe that there are mutual benefits for a 12-hour schedule, as well as economic detriments. It is

arguable that a 12-hour schedule is less expensive than an eight-hour schedule.

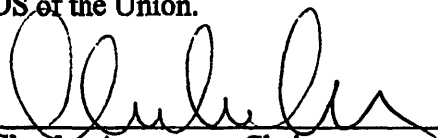
It is important to note that the Employer's argument that 12-hour shifts and an 84-hour schedule is inherently more expensive than its modified 12/8 shifts and 80-hour schedule did not fall on deaf ears. Nevertheless, both parties, for whatever reasons, want the advantages of 12-hour shifts. All in all, it is a majority of the Panel's observation that the Employer FOS is, by analogy, an attempt to pound a square peg in a round hole, in a disruptive manner to the Officers. A majority of the Panel is of the opinion that such disruption arises to a working condition that is bargainable.

The benefits of 12-hour shifts lead naturally to an 84-hour schedule, a reasonable, reliable and apparently desirable working condition. Eight-hour shifts could naturally lead to a 40 or 80-hour schedule which is also reasonable, reliable but apparently undesirable as neither party proposed same.

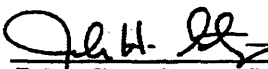
All in all, a majority of the panel is of the opinion that the Section 9 factors of the Act, including the interest and welfare of the public, conditions of employment of other employees performing similar services in comparable communities, are best served by the adoption of the Union FOS regarding this issue and issues X, Y and Z, for the reasons set forth above; in the sections of this Award specifically addressing issues X, Y and Z; as well as the Chairperson's Concluding Observations below, particularly noting the observation and intent that such provisions do not absolutely prohibit the Employer from changing some Officer schedules to accommodate provisional or budgetary needs as set forth therein, but will preserve a reasonable and reliable workday for and schedule for most of the officers on 12 hour shifts which both parties apparently prefer over eight-hour shifts and a 40 hour schedule.

4 A majority of the Panel adopts the FOS of the Union.

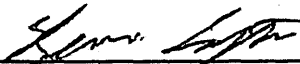
June 27, 2019

  
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Charles Ammeson, Chairperson

June 28, 2019

  
\_\_\_\_\_  
John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**i. 1. Rules and Regulations --Noneconomic**

**2. The Union proposes to maintain the Status Quo;**

*The Employer proposes language which provides reserved rights for the Employer to change rules and provides Employer-wide consistency, limiting the period to grieve implementation of new rules, modifying Section 4.2 of the CBA to read as follows:*

*The City reserves the right to establish and change from time to time, reasonable rules and regulations governing the conduct of its employees not inconsistent with the provisions of this agreement and to fix and determine penalties for violations of such rules. The City shall cause such rules applicable to all City employees to be published in a City Personnel Manual and the rules applicable only to Police Department employees to be published in a Police Department Manual. Employees covered by this Agreement shall receive a copy of the manuals and any deletions or amendments thereto. Employees shall sign a statement indicating that they have received a copy and an explanation of the manual and any subsequent deletions or amendments. This Agreement shall take precedence over any conflict that may arise between this Agreement and the manual published by the Employer. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve within thirty (30) calendar days after its promulgation will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.*

**3. Discussion:**

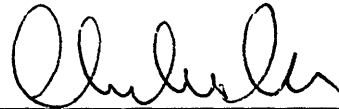
The Employer argues that it has always had the right to establish and change reasonable rules. The Employer desires to have rules challenged upon adoption rather than await until an employee is affected by the change. The Union argues that a time limitation on challenging a rule can be misconstrued

to prohibit challenges to past practices that are not codified by rule, and that being restricted to challenging a rule before the experience of the rule can be fully appreciated will have the negative consequence of either promoting challenges to rules as a matter of course out of concern for myriad uncertainties, or after-the-fact default acceptance before unintended or unforeseen consequences are first revealed.

A majority of the Panel shares the concern that a time limitation on challenging a rule before the experience of the rule can be fully appreciated will have the negative consequence of either promoting challenges to rules as a matter of course or unnecessarily, out of concern for myriad uncertainties, or after-the-fact default acceptance of unintended consequences, which would negatively affecting the bargaining relationship and the correlative welfare of the public. Accordingly, a majority of the panel is of the opinion that the Section 9 factors of the Act are best served by the adoption of the Union FOS, and particularly for reasons set forth in the Chairperson's concluding observations of this award.

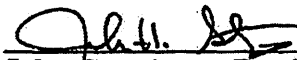
4. A majority of the Panel adopts the FOS of the Union, noting issue 4 is non-economic.

June 28, 2019



Charles Ammeson, Chairperson

June 28, 2019



John Gretzinger, Employer Delegate

Concurring as to determination only

Dissenting (see attached)

June 26, 2019



Kevin Loftis, Union Delegate

Concurring as to determination only

Dissenting (see attached)

**j. 1. Disability Leave --Economic**

2. *The Union proposes to maintain the Status Quo;*

*The Employer proposes to reduce leave and add notice and return to work requirements, modifying Section 9.3 of the CBA to read as follows:*

*Section 9.3 Disability Leave.*

*A disability leave of absence will be granted an employee who is absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the City's right to require a physician's certificate establishing to the satisfaction of the City that the employee is incapacitated from the performance of work due to illness, injury or other disability. A disability leave shall be with pay until such time as the employee has exhausted all accrued paid sick leave benefits and sickness and accident insurance payments, and thereafter shall be without pay unless the employee utilizes accrued vacation or compensatory time. During the entire disability leave period the employee shall retain and continue to accrue seniority. During a disability leave, the City will pay its portion of the insurance premiums for a period of up to six (6) months. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than six (6) consecutive months inclusive of time spent on FMLA leave. Extension of the disability leave for a period of up to an additional six (6) months shall be granted by the City upon written application establishing to the City's satisfaction that there is a reasonable likelihood that the employee will be able to return to work during the period of the requested extension. The City may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the City may require a medical examination by a physician chosen by the City at its cost, and, if appropriate, require the employee to take a disability leave of absence under this Section. The City may require the employee to provide a statement from his physician attesting to his inability to perform his job, and the City may require a medical examination by a physician chosen by the City at its cost. In the event of a dispute over the employee's inability to perform his job for purposes of this section, the employee's physician and the employer's physician shall mutually agree upon a third physician, whose determination will be final and binding. If an employee knows in advance that he will require a disability leave of absence, he shall promptly notify the City of the anticipated date for commencement of the leave. Upon*

*return to work after a disability leave of absence, the City may require the employee to provide a statement from his physician attesting to his ability to perform his job, and the City may require a medical examination by a physician chosen by the City at its cost. In the event of a dispute over the employee's ability to perform his job and return to work, the employee's physician and the employer's physician shall mutually agree upon a third physician, whose determination will be final and binding.*

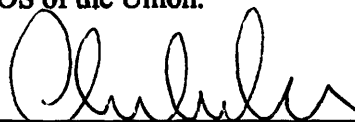
3. Discussion:

The Employer suggests that its changes better accommodate Equal Employment Opportunity Commission requirements and is either identical to language in one external comparable or the two internal comparison bargaining units. The Union points out that there have not been problems with administration of the current CBA language, and that in fact the Employer FOS does substantively change entitlement provisions

Given the evidence received, a majority of the Panel is not persuaded that the current language is problem-some. Accordingly, a majority of the panel is of the opinion that the Section 9 factors of the Act, including the potential of negatively affecting the bargaining relationship and the correlative welfare of the public, are best served by the adoption of the Employer FOS, and additionally for reasons set forth in the Chairperson's concluding observations of this award..

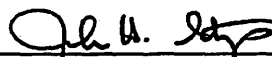
4. A majority of the Panel adopts the FOS of the Union.

June 28, 2019



Charles Ammeson, Chairperson

June 28, 2019

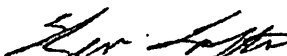


John Gretzinger, Employer Delegate

Concurring as to determination only

Dissenting (see attached)

June 28, 2019



Kevin Loftis, Union Delegate

Concurring as to determination only



( ) Dissenting (see attached)

**k. ...1. Jury Leave --Economic**

**2. The Union proposes to maintain the Status Quo;**

*The Employer proposes to add advance notice with verification and return to work requirements, modifying Section 9.10 of the CBA to read as follows:*

*Section 9.10 Jury Duty Leave.*

*Employees summoned by the court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day that an employee serves as a juror when they otherwise would have worked, they shall receive their regular daily wage, exclusive of all premiums. In order to receive jury pay, the employee must*

- (a) Give the Employer advanced notice of the time they are to report for jury duty*
- (b) Give satisfactory evidence that they have served as a juror at the summons of the court on the day that they claim such pay,*
- (c) Return to work promptly if, after they are summoned by the court, they are excused from service*
- (d) Sign over their jury duty check to the City.*

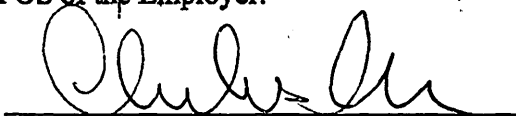
**3. Discussion:**

The Employer points out that Jury Leave is not presently covered by the CBA, suggesting that it is a mutually beneficial provision. The Union offered that it will agree with the Employer's FOS.

Given the evidence received, the panel is of the opinion that the Section 9 factors of the Act, including the potential of positively affecting the bargaining relationship and the correlative welfare of the public, are best served by the adoption of the Employer FOS.

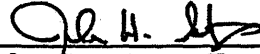
**4. A majority of the Panel adopts the FOS of the Employer.**

June 29, 2019



Charles Ammeson, Chairperson

June 28, 2019



**John Gretzinger, Employer Delegate**  
 Concurring as to determination only  
 Dissenting (see attached)

June 28, 2019



**Kevin Loftis, Union Delegate**  
 Concurring as to determination only  
 Dissenting (see attached)

**I ...1. Vacations --Economic**

2. *The Union proposes to maintain the Status Quo;*

*The Employer proposes to add hours of work requirements, advanced scheduling and Employer discretion to deny requests, modifying Section 11 provisions of the CBA as follows:*

*Section 11.1 Vacation Allowance*

*All full time and regular part time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the City in accordance with the following:*

***Length of Service***

- Year of Hire 1-2 years*
- 3-7 years*
- 8-14 years*
- 15-22 years*
- 23 years or more*

***Time Off***

- 40 hours (Prorated)*
- 40 hours*
- 80 hours*
- 120 hours*
- 160 hours*
- 200 hours*

*For purposes of this section, an employee has one (1) year of*

*service as of the first January 1 after initial date of hire and accrues an additional year of service each January 1 thereafter. Vacation leave accrues and is credited to eligible employees on January 1st of each year, based upon their years of continuous service with the City as of that date.*

*In the year of hire, an employee is credited upon starting work with prorated vacation based upon the number of full months of employment left in that year divided by 12 and multiplied by 40 hours. On the January 1st following the initial date of hire a full-time employee will be credited with 40 hours of vacation for use in the following year.*

*A new regular part-time employee receives the same prorated vacation, but the amount is then reduced by the fraction derived by dividing the number of the number of hours in their normal monthly schedule by 160.*

*An employee may not maintain more than sixty (60) hours more than the number of hours in their annual accrual and vacation in excess of this carry over is forfeited.*

*In order to be eligible for full vacation leave on subsequent January 1 accrual dates, an eligible employee must have worked a total of at least two thousand eighty (2080) hours during the immediately preceding calendar year. Eligible employees who fail to work the required number of hours shall be entitled to a prorated vacation based upon the ratio of the number of hours worked to 2080. For purposes of this section, hours worked shall include paid sick leave, paid funeral leave, paid jury duty leave, paid vacation, paid holidays; and days off due to injury for which workers' compensation is paid by the City's insurance carrier (not to exceed forty-five (45) days in any calendar year), credited at the number of hours in the employee's normal work day.*

#### ***Section 11.2 Vacation Scheduling***

*A. Vacation requests for the next year must be submitted by December 31 of the current year. In case of conflict between employees who have properly submitted their application for vacation leave, the employee with the greatest seniority shall be given preference.*

*B. Vacation requests not submitted by December 31 of*

*the prior year shall not be granted unless the employee requests the vacation at least three days in advance of such vacation. The Public Safety Director may waive the three-day requirement in their discretion.*

*C. Requested vacations shall be scheduled, provided that, in the opinion of the City, such time off does not unreasonably interfere with the efficient operation of the City and the City's obligations to the public generally. Vacations may be taken not less than one (1) duty day at a time unless approved by the Public Safety Director.*

***Section 11.3 Vacation Pay***

*Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave.*

***Section 11.4 Termination, Resignation, Retirement or Death***

*Upon termination, resignation, retirement or death, an employee or his estate shall be paid for all earned vacation he has to his credit at that time; provided that the employee gives a minimum of two-weeks advance notice of retirement or resignation.*

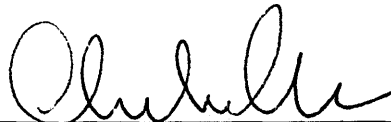
**3. Discussion:**

The Employer suggests that its changes clarify many of the details of the current procedures how vacation is administered and beneficially allowed. The Union perceives the Employer FOS as requiring accelerated selection of vacation times, combined with increased ability of the Employer to simply deny vacations.

Given the evidence received, including the extended lack of staffing Pepley's (sp?) vacated position, and asserted larger amounts of over-time, the fractured bargaining relationship and associated distrust provoked by allowing increased discretion to one party over the other, a majority of the panel is concerned that implementing such changes under such circumstances would negatively impact the bargaining relationship and the correlative welfare of the public. Accordingly, a majority of the panel is of the opinion that the Section 9 factors of the Act are best served by the adoption of the Union FOS, and additionally for reasons set forth in the Chairperson's concluding observations of this award.

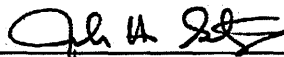
**4. A majority of the Panel adopts the FOS of the Union.**

June 27, 2019



Charles Ammeson, Chairperson

June 28, 2019



John Gretzinger, Employer Delegate

Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019



Kevin Loftis, Union Delegate

Concurring as to determination only  
 Dissenting (see attached)

**m. ...1. Court Time --Economic**

**2. The Union proposes to maintain the Status Quo;**

*The Employer proposes 3 hours pay versus 2 hours at time and 1/2, modifying Section 12.3 of The CBA to read as follows:*

*Section 12.3. Court Time. When, as a result of performing his or her duties as a Police Officer an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of three (3) hours at his or her regular hourly rate of pay; or for the actual time necessarily spent at the court or before the administrative agency at time and one-half his or her regular hourly rate of pay, whichever is greater.*

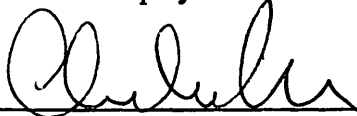
**3. Discussion:**

The Employer suggests that its FOS is mostly non-substantive, not changing the amount of pay to be received, and mostly adding clarification or accuracy. The Union expresses concern there is a negative impact which the Employer is not apparent

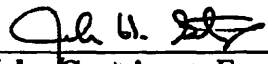
Given the evidence received, a majority of the Panel does not observe a negative impact upon the asserted benefit and accepts that making the change may positively impact the bargaining relations. Employer Status Quo

4. A majority of the Panel adopts the FOS of the Employer.

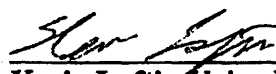
June 27, 2019

  
\_\_\_\_\_  
Charles Ammeson, Chairperson

June 28, 2019

  
\_\_\_\_\_  
John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**n. ...1.Call Back Pay --Economic**

2. *The Union proposes to maintain the Status Quo;  
The Employer proposes eliminate the 8 hours pay guaranty and replace it with 4 hours pay or time and one-half pay for hours worked, modifying Section 12. 4 of the CBA to read:*

**Section 12.4 Call Back Pay**  
*Employees who are called back to work after having completed their regular shift shall receive a minimum of four (4) hours' pay at their base rate (wage) or time and one-half (1-1/2) for the hours worked, or whichever is greater.*

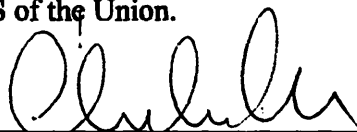
3. Discussion:

The Employer proposes to eliminate a second guarantee of 8 hours pay if an Officer works more than 4 hours, based upon the justification that comparable communities do not provide for same. The Union asserts the long-standing practice should be continued.

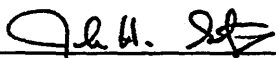
Given the evidence received, including the extended lack of staffing Pepley's (sp?) vacated position, and asserted large amounts of over-time; and the fact that the Employer acknowledges that the bargaining relationship is severely impacted, a Majority of the Panel is concerned that making changes to systems and procedures that have apparently been workable historically, for the purpose of accommodating comparability to other communities on a single issue will only exacerbate a tenuous relationship in a manner detrimental to all and the correlative welfare of the public. Accordingly, a majority of the panel is of the opinion that the Section 9 factors of the Act are best served by the adoption of the Union FOS, and additionally for reasons set forth in the Chairperson's concluding observations of this award.

4. A majority of the Panel adopts the FOS of the Union.


June 28, 2019

  
 \_\_\_\_\_  
 Charles Ammeson, Chairperson

June 28, 2019

  
 \_\_\_\_\_  
 John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 28, 2019

  
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 Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**o. ...1. Medical Insurance --Economic**

2. *The Union proposes to maintain the Status Quo;*

*The Employer proposes to change from BCBS to Priority Health, modifying Section 14.1 and Appendix B of the CBA to read as follows:*

**Section 14.1 Medical Insurance**

*The City will make available a group medical insurance plan covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents. This group medical insurance plan shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and provides the coverage set forth on Appendix B. The*

*specific terms and conditions governing the group medical insurance plan are set forth in detail in the master policy or policies governing the plan as issued by the carrier or carriers. Full time employees are eligible to participate in the group medical insurance plan no earlier than the first day of the premium month following the commencement of employment with the City in a full-time position. Eligible employees electing to participate in the group medical insurance plan shall complete the applicable forms and make arrangements satisfactory to the City for the payment of the employee's portion of the required monthly premium.*

*Appendix B. Modify to read as follows:*

*The City provides the following benefits: Health Insurance:*

*Priority Health Point of Service (POS) HSA with Prescription Drug Coverage*

*In-Network Deductible: \$2000 individual/\$4,000 Family*

*Out-of-Network Deductible: \$4,000 Individual/ \$8,000 Family*

*In-Network Co-Insurance: 0%*

*Out-of-Network Co-Insurance: 20%*

*In-Network Annual Out of Pocket Max: \$3,000 Individual/\$6,000*

*Family Out-of-Network Deductible: \$6,000 Individual/ \$12,000 Family*

*Prescription Drug Coverage:*

*Generic: \$10 after deductible*

*Preferred Brand or Specialty: \$40 after deductible.*

*Non-Preferred Brand or Specialty: \$80 after deductible*

### **3. Discussion:**

The Employer maintains that the issue of health care plans is not seriously in issue since the parties met in 2018 to review the proposed changes and it was agreed. The Union suggest that the FOS of both parties is to maintain the status quo, being the change from Blue Cross Blue Shield to Priority Health

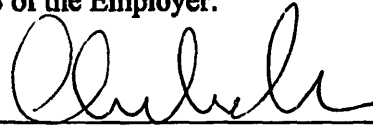
Given the evidence received, the Panel is of the opinion that the Section 9 factors of the Act, including the potential of positively affecting the



bargaining relationship and the correlative welfare of the public, are best served by the adoption of the Employer FOS

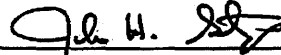
4. A majority of the Panel adopts the FOS of the Employer.

June 24, 2019



Charles Ammeson, Chairperson

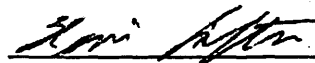
June 28, 2019



John Gretzinger, Employer Delegate

Concurring as to determination only  
 Dissenting (see attached)

June 28, 2019



Kevin Loftis, Union Delegate

Concurring as to determination only  
 Dissenting (see attached)

**p. ...1. Dental Insurance --Economic**

2. *The Union proposes to maintain the Status Quo;*

*The Employer proposes to provide voluntary Dental Insurance, modifying Section 14.2 and Appendix B of the CBA to read as follows:*

***Section 14.2 Dental Insurance.***

*The City will make available a group dental insurance plan covering certain dental expenses for participating employees and their eligible dependents. This group dental insurance plan shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and provides the coverage set forth on Appendix B. The specific terms and conditions governing the group dental insurance plan are set forth in detail in the master policy or policies governing the plan as issued by the carrier or carriers. Full time employees are eligible to participate in the group dental insurance plan no earlier than the first day of the premium month following the commencement of employment with the City in a full-time position.*

***Appendix B. Modify to read as follows:***

The City provides the following benefits:

**Dental Insurance:**

Delta Dental 50% Preventive/50% Basic/50% Major, \$800  
Benefit Max Per Member


**3. Discussion:**

The Employer maintains that the matters regarding the dental plan are not seriously in issue since the parties met in 2018 to review the proposed changes and it was agreed. The Union does not contest the change in plan but does object to an inference that the Employer's obligation to fund the Dental Plan is eliminated, which is directly tied to issue S.


Given the evidence received that the Dental Plan has been changed as of 2018 and cannot be reverted to the old plan, the Panel is of the opinion that the Section 9 factors of the Act, including the potential of negatively affecting the bargaining relationship and the correlative welfare of the public, are best served by the adoption of the Employer FOS, but addressing the issue of payment in issue S herein separately.

**4. A majority of the Panel adopts the FOS of the Employer.**


June 28, 2019

  
\_\_\_\_\_  
Charles Ammeson, Chairperson

June 28, 2019

  
\_\_\_\_\_  
John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
Kevin Loffis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**q. ...1. Vision Insurance --Economic**

2. *The Union proposes to maintain the Status Quo;*

*The Employer proposes to provide voluntary Dental Insurance, modifying Section 14.3 and Appendix B of the CBA to read as follows:*

***Section 14.3 Vision Insurance***

*The City will make available a group vision insurance plan covering certain vision expenses for participating employees and their eligible dependents. This group vision insurance plan shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and provides the coverages set forth in Appendix B. The specific terms and conditions governing the group vision insurance plan are set forth in detail in the master policy or policies governing the plan as issued by the carrier or carriers. Full time employees are eligible to participate in the group vision insurance plan no earlier than the first day of the premium month following the commencement of employment with the City in a full-time position.*

*Appendix B. Modify to read as follows:*

*The City provides the following benefits:*

***Vision Insurance:***

*VSP Exam every 12 mo/Lenses every 12 mo/Frames every 24 mo  
\$10 Exam Copay, \$25 Lens Copay, \$ 130 Allowance Per Member*

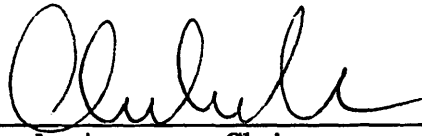
3. Discussion:

The Employer maintains that matters regarding the vision plan are not seriously in issue since the parties met in 2018 to review the proposed changes and it was agreed. The Union does not contest the change in plan but does object to any inference that the Employer's obligation to fund the Vision Plan is eliminated, which is directly tied to City Issue S.

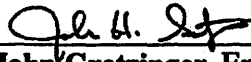
Given the evidence received that the Vision Plan has been changed as of 2018 and cannot be reverted to the old plan, the Panel is of the opinion that the Section 9 factors of the Act, including the potential of negatively affecting the bargaining relationship and the correlative welfare of the public, are best served by the adoption of the Employer FOS, but addressing the issue of payment in issue S herein.

4. A majority of the Panel adopts the FOS of the Employer.


June 24, 2019

  
\_\_\_\_\_  
Charles Ammeson, Chairperson

June 28, 2019

  
\_\_\_\_\_  
John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**r. ...1. Health Savings Account --Economic**

2. *The Union proposed to maintain the Status Quo;*

*The Employer proposes to maintain the Status Quo.*

3. Discussion:

The Union asserts the HSA should be maintained. The Employer concedes the HSA should be maintained.

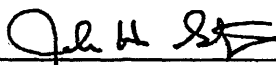
Given the evidence received, the panel is of the opinion that the Section 9 factors of the Act, including the potential of positively affecting the bargaining relationship and the correlative welfare of the public, are best served by the adoption of the Employer and Union FOS, which match.

4. The Panel adopts the FOS of the Employer and the Union.

June 24, 2019

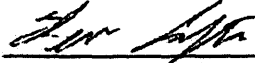
  
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Charles Ammeson, Chairperson

June 28, 2019

  
\_\_\_\_\_

**John Gretzinger, Employer Delegate**  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
**Kevin Loftis, Union Delegate**  
 Concurring as to determination only  
 Dissenting (see attached)

**s. ...1. Payment of Medical Insurance Premium --Economic**

*2. The Union proposes to have the employer pay all costs up to the hard cap, and the Officers thereafter;*

*The Employer proposes to adjust the amount employees pay for medical insurance premiums, modifying Section 14.5 of the CBA to read as follows:*

**Section 14.5 Payment of Medical Insurance Premium Costs; Taxes and Fees;**

*The City's plan year for medical insurance, taxes and fees is July 1 through June 30, and changes in insurance premiums and costs are normally effective as of the first day of a new plan year. Effective July 1, 2018, employees are required to pay the following amounts towards the monthly premium charges and costs for this medical insurance coverage, taxes and fees.*

<i>Single</i>	<i>\$91.00</i>
<i>Two-Person</i>	<i>\$207.00</i>
<i>Family</i>	<i>\$250.00</i>

*The remaining portion of the medical insurance premiums, taxes and fees are paid by the City; provided, however, that the City is not required to pay more than the hard cap amount permitted by MCL 15.563. In the event that the cost for the medical insurance, taxes and fees on that medical insurance coverage, and the contribution towards the City's HSA contribution exceeds the amount allowable under MCL 15.563 the amount paid by employees shall be increased to bring the City payment into compliance with MCL 15.563.*

*The City pays medical insurance premiums, taxes and fees in advance, and the monthly employee portion shown above is taken out the previous month's pay checks.*

*Increases in the cost of the insurance coverage for medical insurance premiums, taxes and fees that are effective after July 1, 2018 will be shared as follows:*

*(a) The City will pay that portion of the additional medical insurance premium, taxes and fees which is up to 5.00% higher than the current medical insurance premium, taxes and fees; and*

*(b) The employee will pay that portion of the additional medical insurance premium, taxes and fees which is greater than 5.00% higher than the current monthly medical insurance premium, taxes & fees but equal to or less than 10% higher than the current monthly medical insurance premium, taxes & fees; and*

*(c) In the event that the additional medical insurance premium, taxes & fees exceed 10% higher than the current monthly medical insurance premium, taxes & fees, the parties agree to reopen the contract in accordance with the provisions of Section 18.2 of the Agreement. During or in lieu of negotiations undertaken in accordance with the provisions of Section 18.2, including any associated mediation and/or arbitration, the City and the employee will split equally that portion of the additional health costs which is greater than 10% higher than the current monthly health costs.*

*(d) The provisions of subparagraphs (a) through (c) above notwithstanding, the City will adjust employee contribution rates upward if necessary, to maintain compliance with the hard cap provisions of MCL 15.563.*

### **3. Discussion:**

The Employer maintains that matters regarding payment of medical insurance premiums are not seriously in issue since the parties met in 2018 to review the proposed changes and it was agreed. The Employer points out that it has agreed to pay the full cost of vision and dental plans. The Employer suggests that its FOS must also be maintained because it provides complete consistency with all other internal comparables. Regarding external comparables, the Employer suggests that such evidence is relatively

meaningless without more information regarding the cost and coverage elements for the external comparables. The Union points out that external comparables pay significantly less, and as little as no insurance premiums. The Union also points out that Officers pay more than necessary to raise the Employer payment to the hard cap of Public Act 152. Accordingly, the Union suggests that the amount Officers contribute should be no more than would be required to bring the Employer payments to the hard cap number set each year.

The evidence appears to substantiate the Union's claim that Officers pay more for insurance contributions than external comparables. On the other hand, the evidence is persuasive that the Employer FOS maintains internal comparability. Even though the Employer points out that the insurance premiums, overall, have not increased during the course of the last CBA, having decreased in 2018 and remaining level in 2019, apparently because of the Union's concession regarding insurance providers, it is noted that the increase in the Officers' portion of the insurance premium proposed by the Employer essentially amounts to 1% of base pay for most of the Officers, albeit that it is 21% to 23% increase of the Officer's portion of the premium over the three years since the effective date of the last CBA. It is further noted that the Officers' premium share has increased disproportionately greater than the Employer's share since the commencement of the last CBA as evidenced by attached Premium Comparison Chart, Exhibit A.

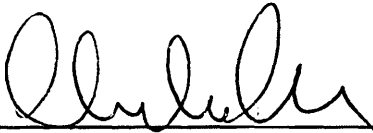
Although the chairperson recognizes that hard cap provisions of Public Act 152 are a reality, and perhaps measuring and setting the Officer insurance premium contribution at an amount that would be required to bring the Employer payments to the hard cap number set each year offers a certain simplicity. Nevertheless, the chairperson also recognizes that doing so would certainly cause internal inconsistencies within the workplace among non-organized and other organized employees.

One way to accommodate the interest of internal consistency and address the concerns of external comparability is to provide for internal consistency but adjust wages for external comparability purposes. Given the fact that the increase in insurance premiums from the last CBA is about 1% of base wages for most Officers, and the difference in wage FOSs is about the same, making such an accommodation is relatively straight forward.

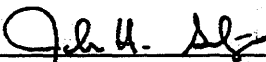
Such accommodation was, in fact, a consideration for the wage increase determinations herein. As such, a majority of the panel is of the opinion that the Section 9 factors of the Act are best served by the adoption of the Employer FOS on this issue.

4. A majority of the Panel adopts the FOS of the Employer.


June 28, 2019

  
\_\_\_\_\_  
Charles Ammeson, Chairperson

June 28, 2019

  
\_\_\_\_\_  
John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

t. ...1. **Sickness and Accident Insurance --Economic**

2. *The Union proposes to maintain the Status Quo;*

*The Employer proposes to change sickness and accident insurance coverage, modifying Section 14.11 of the CBA to read as follows:*

*Section 14.11 Sickness and Accident Insurance. All employees shall be eligible for sickness and accident insurance coverage in an amount equal to 70% of their normal gross weekly wages (based upon forty (40) hours per week) for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. The benefits will be paid from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness. The specific terms regarding this plan are set forth in the plan document. Except as provided in Section 10.0 Paid Sick Leave, no employee shall duplicate, or pyramid paid sick leave and sickness and accident benefits. The City currently self-insures the cost of the benefits provided under the plan but reserves the right to purchase comparable commercial insurance as long as it pays the total premiums required for eligible employees.*



3. Discussion:

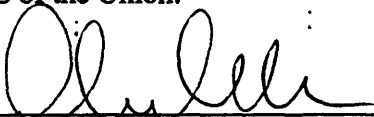
The Employer maintains that the language of Section 14.11 of the CBA accurately reflects the plan, its proposed CBA language for Section 14.11 simply being technical revisions. The Union posits that the plan, incorporated in Section 14.11, substantively changes many aspects of the general benefit which simply provides 70% of gross weekly wages for 26 weeks for any one period of disability. The unmentioned changes include an offset of earnings if an Officer had another source of income, even if the Officer had that income prior to being on disability leave, and numerous other changes.

A majority of the Panel has reviewed the Plan (Exhibit 217), incorporated by reference in the newly proposed language. In fact, there are many changes that are not simply technical. Disability is defined, and perhaps narrowed; setting forth medical evidence requirements; providing for offsets other than the former pyramiding provisions; and curiously providing ineligibility of employees who "...normally work not more than one hundred eighty (180 sic?) on a regular and continuing basis during any Plan Year.

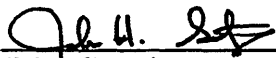
A majority of the Panel observes that the 14.11 revisions are not merely technical in nature; add additional restrictions; and contain language that is confusing. Accordingly, a majority of the panel is of the opinion that the Section 9 factors of the Act, including the potential of negatively affecting the bargaining relationship and the correlative welfare of the public, are best served by the adoption of the Union FOS, and particularly for reasons set forth in the Chairperson's concluding observations of this award..

4. A majority of the Panel adopts the FOS of the Union.


June 22, 2019

  
\_\_\_\_\_  
Charles Ammeson, Chairperson

June 23, 2019

  
\_\_\_\_\_  
John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019

  
\_\_\_\_\_  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**u. ...1. Education Reimbursement--Economic**

**2. *The Union proposes to maintain the Status Quo;***

*The Employer proposes to reduce the number of employees entitled to reimbursement and change employee requirements for reimbursement, modify Section 17.10 of the CBA to read as follows:*

***Section 17.10 Educational Reimbursement***

*The City shall reimburse employees for pre-approved, job related, continuing college education for up to two (2) employees per fiscal year. The maximum reimbursement shall be \$2,500 per person per year, or a maximum total education reimbursement of \$5,000 per fiscal year, subject to the provisions below:*

*Prior to taking classes or undertaking a degree program the employee must present to the Public Safety Director information relating to the classes or degree sought, the educational institution at which the program is being taken, and a schedule which anticipates completion of the classes or degree program within a reasonable time frame (recognizing that the education program cannot conflict with normal job duties). Courses may be taken at community colleges, four-year colleges, universities, trade schools, vocational schools, technical schools and institutes licensed, authorized or approved by the State Department of Education.*

*The Public Safety Director shall determine whether the classes qualify for possible reimbursement. Employees must provide notice of their intent to undertake the educational opportunity by December 31 for the following fiscal year.*

*The employee must maintain a grade equivalent of "C" or better in the courses.*

*In the event that the employee does not maintain a grade equivalent of "C" or better; or fails to successfully pursue the degree in accordance with the schedule provided, the employee will not be eligible for City reimbursement.*

*In order to receive reimbursement, an employee must first pay necessary expenses and maintain appropriate evidence of payment. Upon submission of written evidence that the*

*employee has obtained a grade equivalent of "C", the City will reimburse 100% of the tuition expenses paid by the employee (subtracting scholarships, tuition grants or other third-party payments).*

*Under no circumstances shall the City reimburse employees for meals, travel, lodging, books or miscellaneous expenses.*

3. Discussion:

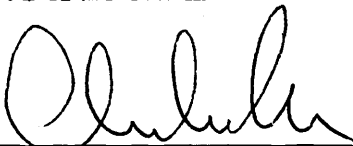
The Employer suggests that the proposed revisions to Section 17.10 of the CBA do not change the level of benefits, merely reflecting an attempt to better define what is job related continuing education, the current language being too short and open-ended. The Union points out that the proposed revisions reduce the number of employees eligible for reimbursement from three to two; allow complete discretion of the Employer to determine whether course are job related, as opposed to defining job-relatedness; and eliminates associated reimbursement for books, but otherwise unclearly address what are necessary expenses, leaving the language similarly open-ended.

A majority of the Panel has reviewed the proposed language. In fact, there are many changes that are not simply an attempt to better define what is job related continuing education. In fact, the proposed revisions reduce the number of employees eligible for reimbursement from three to two; restructure the open-ended definition of job relatedness by leaving it within the open-ended discretion of the Employer to determine; and otherwise unclearly addresses what are necessary expenses, imparting more similarly open-ended language.

Accordingly, a majority of the panel is of the opinion that the Section 9 factors of the Act, including the potential of negatively affecting the bargaining relationship and the correlative welfare of the public, are best served by the adoption of the Union FOS, and additionally for reasons set forth in the Chairperson's concluding observations of this award..

4. A majority of the Panel adopts the FOS of the Union.

June 28, 2019

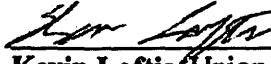
  
\_\_\_\_\_  
Charles Ammeson, Chairperson

June 29, 2019

  
\_\_\_\_\_

John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 24, 2019

  
Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**v. ...1. Medical Insurance Reopener --Economic**

2. *The Union proposes to maintain the Status Quo;*

*The Employer proposes a Reopener in 2019, modifying Section 18.2 of the CBA to read as follows:*

*Section 18.2 Medical Insurance Reopener  
The provisions of Section 19.1 notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on April 1, 2019 and annually thereafter upon written notice to the other party served not later than March 1, 2019 and annually thereafter. If this Agreement is reopened the negotiations shall be limited to the provisions regarding the medical insurance plan and the payments made toward that plan and the health savings account by the City and covered employees. [The reopener date for 2019 and the notice date shall be 30 days after the issuance of the Act 312 Award]*

3. Discussion:

The Employer maintains that the yearly reopener set forth in the existing CBA be modified as to dates and other typographical changes to conform to the paragraph numbering of a new agreement, the only substantive changes being to eliminate reopening for medical, dental, health services and HSA matters, and add that medical payment matters may be reopened. The Union FOS suggest that the status quo be maintained.

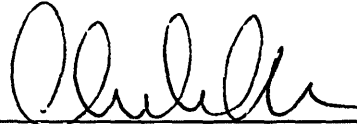
Given that the parties have historically had a yearly reopener, and both parties agree to reopening for medical insurance and the HSA, the different FOSs center on the elimination of reopening for Vision and Dental. The Employer FOS limits reopening to medical insurance, the HSA and payment of same.

The Union FOS to maintain the status quo would reopen Vision and Dental as well.

A majority of the Panel observes that if one party desires to expend the effort to reopen medical insurance, the HSA or payment, and the other party wishes to open Vision and Dental as well, there is no explained reason that the opportunity to reopen all the insurances should be denied. Obviously, if both parties agree not to re-open one or more of the other insurances, there is no requirement that they do so, and they may limit their re-opening to the insurances demanded. Accordingly, a majority of the panel is of the opinion that the Section 9 factors of the Act, including the potential of negatively affecting the bargaining relationship and the correlative welfare of the public, are best served by the adoption of the Union FOS, and additionally for reasons set forth in the Chairperson's concluding observations of this award..

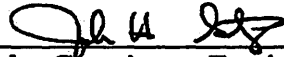
4. A majority of the Panel adopts the FOS of the Union.

June 20, 2019



Charles Ammeson, Chairperson

June 20, 2019

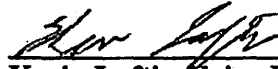


John Gretzinger, Employer Delegate

Concurring as to determination only

Dissenting (see attached)

June 26, 2019



Kevin Loftis, Union Delegate

Concurring as to determination only

Dissenting (see attached)

**w. ...1. Union Security –Noneconomic**

2. *The Union proposes to modify Article 3 of the CBA, to comply with Janus, as follows:*

3.1

A. *During the term of this Agreement, the City agrees to deduct service fees, or if applicable, Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the City a proper checkoff*

*authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.*

*B. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.*

*C. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.*

*D. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.*

*E. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.*

*F. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.*

*G. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.*

*The Employer proposes to modify Article 3 of the CBA, to comply with Janus, as follows:*

**Section 3.1. Union Membership.** *Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.*

**Section 3.2 Checkoff.**

**A.** *During the term of this Agreement, the City agrees to deduct Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the City a proper checkoff authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union. The Union shall advise the City in writing of the amount of its monthly dues.*

**B.** *All authorizations filed with the City shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's Union membership dues and initiation fees owed for the previous month. If the employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.*

**C.** *In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union and not by the City.*

**D.** *If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.*

**E.** *The City's sole obligation under this Section is limited to the deduction of applicable Union membership dues and initiation fees. If the City fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever to the City, since such liability is exclusively imposed upon the employee.*

*Section 3.2 - Indemnification (Sic?). The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the City pursuant to Section 3.1.*

### 3. Discussion:

The Employer maintains that its FOS makes the minimum required changes by the Janus decision, also pointing out that the Union FOS wrongly refers to service fees and includes language involving matters which are none of the Employer's concern. The Union maintains that its FOS is more comprehensive than the Employer FOS and offers no detriment to the Employer.

A majority of the panel is unable to endorse either the Union or the Employer FOSs. Instead, the Chairperson recommended the following language.:

*Section 3.1. Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.*

#### *Section 3.2 Checkoff.*

- 1. During the term of this Agreement, the City agrees to deduct Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the City a proper checkoff authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union. The Union shall advise the City in writing of the amount of its monthly dues.*
- 2. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.*
- 3. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.*



4. *A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.*
5. *All authorizations filed with the City shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's Union membership dues and initiation fees owed for the previous month. If the employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.*
6. *In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union and not by the City.*
7. *If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.*
8. *If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.*
9. *The City's sole obligation under this Section is limited to the deduction of applicable Union membership dues and initiation fees. If the City fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever to the City, since such liability is exclusively imposed upon the employee.*

**Section 3.2 Indemnification.** *The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the City pursuant to Section 3.1.*

4. A majority of the Panel adopts the following FOS crafted, noting that issue W was deemed non-economic:

**Section 3.1. Union Membership.** *Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.*

**Section 3.2 Checkoff.**

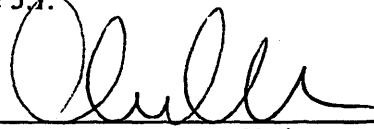
1. *During the term of this Agreement, the City agrees to deduct Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the City a proper checkoff authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union. The Union shall advise the City in writing of the amount of its monthly dues.*
2. *The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.*
3. *Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.*
4. *A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.*
5. *All authorizations filed with the City shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's Union membership dues and initiation fees owed for the previous month. If the employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.*
6. *In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution*

and bylaws, refunds to the employee will be made by the Union and not by the City.

7. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.
8. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.
9. The City's sole obligation under this Section is limited to the deduction of applicable Union membership dues and initiation fees. If the City fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever to the City, since such liability is exclusively imposed upon the employee.

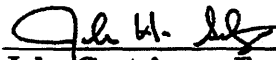
**Section 3.2 Indemnification.** The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the City pursuant to Section 3.1.

June 19, 2019



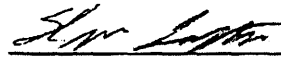
Charles Ammeson, Chairperson

June 28, 2019



John Gretzinger, Employer Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019



Kevin Loftis, Union Delegate  
 Concurring as to determination only  
 Dissenting (see attached)

**x. ...1. Overtime Premium Pay --Economic**

2. The Union proposes to modify Section 12.7 of the CBA to read as follows:

**Section 12.7 Overtime Premium PM**

*Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked over twelve (12) in a day and/or one hundred sixty-eight (168) in a twenty-eight (28) day work period. For purposes of this section, hours worked include all hours compensated.*

*The Employer proposes to modify Section 12.7 of the CBA to read as follows:*

*Section 12.7. Overtime Premium Pay. All employees shall be expected to work reasonable overtime upon request by the Employer. Time and one half (1 1/2) the employee's regular straight-time rate of pay shall be paid for all hours worked in excess of one hundred sixty (160) hours in a 28 day work period; provided, however that time and one half shall be paid for all hours worked in excess of one hundred sixty-eight (168) hours in a 28 day work period if a regular work schedule is instituted that has employees working fourteen 12-hour shifts in a 28 day work period. For purposes of this section, hours worked include all hours compensated. In addition, time and one half (1 1/2) the employee's regular straight-time rate of pay shall be paid for all hours worked in excess of an employee's scheduled workday or on a scheduled day off.*

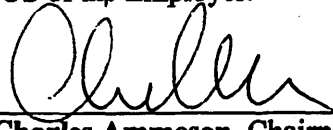
### 3. Discussion:

The Employer recognizes that the existing language does not clearly state what happens when an Officer is scheduled both eight and 12-hour shifts in a work schedule. The Employer further argues, in essence, that the Panel has no authority to adopt the Union's FOSs concerning Article 12 of the CBA because it is unworkable. Instead, the Employer suggests that its FOS addresses all situations in which overtime can occur and is thus preferred. The Union asserts that issue X is inextricably intertwined with issues Y and Z, and that its FOS for overtime pay is necessary to fairly address the fact that parties have regularly honored a usual schedule of eight-hour days in contravention of the language of its existing agreement and is all that is necessary.

A majority of the Panel observes that the Employer FOS provides for more flexibility than the Union FOS in that it allows overtime for hours worked in excess of an employee's scheduled workday or on a scheduled day off. Given that both the Employer and Union FOSs call for normalcy in workdays, it is obvious that there may be abnormal assignments from time to time. The Employer FOS allows for adjustment of over-time pay in such abnormal situations. Accordingly, a majority of the Panel is of the that the Section 9 factors of the Act are best served by the adoption of Employer FOS.

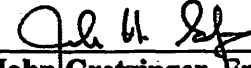
4. A majority of the Panel adopts the FOS of the Employer.

June 24, 2019



Charles Ammeson, Chairperson

June 28, 2019

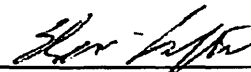


John Gretzinger, Employer Delegate

Concurring as to determination only

Dissenting (see attached)

June 26, 2019



Kevin Loftis, Union Delegate

Concurring as to determination only

Dissenting (see attached)

**y. ...1. Work Schedule –Economic**

2. *The Union proposes to modify Section 12.2 of the CBA to read as follows:*

**Section 12.2 Work Schedule**

*The work schedule shall be posted at least ten (10) days in advance of the start of the new schedule. It is recognized that vacation, leaves of absence, or changes in personnel levels may necessitate schedule changes, in which case the Chief of Police will consult with the employees involved before making such changes and, in so far as practical, attempt to devise a schedule acceptable to the employees involved. The Chief of Police may make occasional changes in individual schedules for special situations and will give at least three (3) days advance notice.*

*A. All patrol employees shall work twelve (12) hours per day. Any time worked by an employee over and above twelve (12) hours in any one day shall be considered overtime and said time shall be paid to the employee at the rate of time and one-half the employee's regular hour rate of pay.*

*B. For patrol employees the normal work schedule for twelve (12) hour shifts shall be the below shown rotation. When basing a week on a Sunday- Saturday, there will be four (4) twelve (12) hour work periods one week and three (3) twelve (12) hour pay periods the second week and reversed for the opposite rotation. For non-patrol*

employees, the work schedule shall be determined by the Chief with all rights regarding seniority and specific normal hours of operation to be considered.

C. The shifts will be from 0700hrs-1900hrs for the dayshift and 1900hrs- 0700hrs for the night shift

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	Work	Work	Off	Off	Work	Work
Work	Off	Off	Work	Work	Off	Off

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Work	Off	Off	Work	Work	Off	Off
Off	Work	Work	Off	Off	Work	Work

The Employer proposes to modify Section 12.2 of the CBA to read as follows:

**Section 12.2. Work Schedule.** The work schedule shall be scheduled at least ten (10) days in advance of the start of the new schedule. The normal 12-hour work schedule results in six shifts that are twelve (12) hours in length and one shift that is eight (8) hours in length each two-week pay period. Police officers assigned to work as a Detective will work a varying work schedule to meet Department needs but will be scheduled to work one hundred sixty (160) hours in each work period. It is recognized that vacation, leaves of absence, or changes in personnel levels may necessitate schedule changes, in which case the Director of Public Safety will consult with the employees involved before making such changes and, in so far as practical, attempt to devise a schedule acceptable to the employees involved. The Director of Public Safety may make occasional changes in individual schedules for special situations and will endeavor to give at least three (3) days advance notice.

### 3. Discussion:

The Employer continues to maintain its position that the Panel has no authority but to accept its FOS. It further points out that comparable communities address the issue in a variety of ways and not a singular solution, some utilizing a 160 hour pay period and at times using workdays other than 12-hours. The Union asserts that its FOS for a 168-hour work period resolves the scheduling difficulties and disruptions identified in its argument regarding issue H, and that the Employer FOS continues same.

This Panel has already ruled upon its authority, which ruling dated January 31, 2019, which has been incorporated by reference herein. The chairperson observes that the present Section 12.2 of the CBA fails to adequately address the additional issues proposed by either the Employer or the Union. The Employer proposes a normal work schedule of six 12-hour shifts and one eight-hour shift, which normalcy apparently is intended to replace the normalcy provision of present Section 12.1 of an eight-hours workday. The Union proposes a normal work schedule of 12-hour shifts as set forth in its FOS for Section 12.1. Clearly Sections 12.1 and 12.2 are integrally linked under both sets of FOSs.

Given the evidence received, a majority of the Panel is of the opinion that the Union FOS, providing for a measure of normalcy in the work day of consistent hours, rather than changing amounts of hours between an Officer's individual work days, best addresses the scheduling difficulties; personal life disruptions; and inconsistency between present CBA language a present practice, and best serves the Section 9 factors of the Act and correlative welfare of the public for reasons enumerated in the discussion set forth in H above, as well as the Chairperson's Concluding Observations of this award.

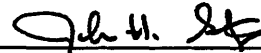
4. A majority of the Panel adopts the FOS of the Union.

June 28, 2019



Charles Ammeson, Chairperson


June 28, 2019



John Gretzinger, Employer Delegate

Concurring as to determination only  
 Dissenting (see attached)

June 26, 2019



Kevin Loftis, Union Delegate

Concurring as to determination only  
 Dissenting (see attached)

**z. ...1. Work Period --Economic**

2. *The Union proposes to modify Section 12.1 of the CBA to read as follows:*

<i>Section 12.1</i>	<i>Work Period</i>
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*The normal work period for employees shall consist of twenty-eight (28) consecutive days. The normal tours of duty for employees shall consist of one hundred sixty-eight (168) hours in a work period. These tours of duty shall be arranged in shifts by the Chief of Police and will normally consist of twelve (12) hours per day.*

*Employer proposes to modify Section 12.1 of the CBA to read as follows:*

*Section 12.1. Work Period. The normal work period for employees shall consist of twenty-eight (28) consecutive days. The normal tours of duty for employees shall consist of one hundred sixty (160) hours in a work period, provided, however that if a regular work schedule that has employees working fourteen 12-hour shifts in a 28-day work period is implemented the normal tours of duty for employees shall consist of one hundred sixty-eight (168) hours in a 28-day work period*

### 3. Discussion:

The Employer maintains its position that the Panel has no authority but to accept its FOS. The Union asserts that its FOS for a 168-hour work period resolves the scheduling difficulties and disruptions identified in its argument regarding issue h, and that the Employer FOS continues same.

The Panel has already ruled on its authority. If the Employer's position were correct that there is no authority, the status quo would remain, which is clearly unacceptable, and the matter would ultimately have to be determined by the Commission in any event. If the Employer truly desired to adhere to the CBA, it would normally schedule its officers 8 hours per day as agreed in the existing Section 12.1.

Meanwhile, under the Employer's FOS, having eliminated the concept of a normal workday or shift, the Employer could arguably schedule all Officers in a myriad of ways, with all types of impacts on the Officers – 20 eight-hour days; 14 12-hour days; 10 16-hour days; 10 12-hour days and 5 eight-hour days; 11 12-hour days, three eight-hour days and one four-hour day, etc., inasmuch as the Employer FOS eliminates the concept of a normal work day or shift. The evidence is persuasive that many of the alternate work schedules and workdays, which would not be the normal workday or schedule under the Union's FOS, cause great difficulty in scheduling and disruptions in Officers' work and personal lives. The Union FOS, by continuing the concept of normalcy, allows discretion for abnormal situations from time to time. Nevertheless, a majority of the Panel is persuaded that the continued concept of singular normalcy best serves all, including the public.



Given the evidence received, a majority of the Panel is of the opinion that the Union FOS, providing for a measure of singular normalcy in the work day, best addresses the scheduling difficulties; personal life disruptions; and inconsistency between CBA language a practice, and best serves the Section 9 factors of the Act and correlative welfare of the public for reasons enumerated in the discussion set forth in H above, as well as the Chairperson's Concluding Observations of this award.

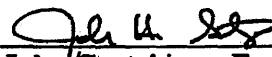
4. A majority of the Panel adopts the FOS of the Union.

June 28, 2019



**Charles Ammeson, Chairperson**

June 29, 2019



**John Gretzinger, Employer Delegate**

Concurring as to determination only

Dissenting (see attached)

June 28, 2019



**Kevin Loftis, Union Delegate**

Concurring as to determination only

Dissenting (see attached)

### CHAIRPERSON'S CONCLUDING OBSERVATIONS

There is no doubt in the Chairperson's observations and opinion that the bargaining relationship between the parties has fractured. Advocacy on both sides was unusually contentious. As such, it is obvious that the relationship between the parties has seriously deteriorated, perhaps even because of the pending negotiations, as suggested by the Employer. The presentations, demeanors and positions of the parties does not persuade this Chairperson that one party is to blame over the other. Nevertheless, the Chairperson is wholly persuaded that the trust relationship between the parties has been diminished to the point that the attendant interest and welfare of the public has been seriously diminished as well.

Given the fact that the significant economic FOSs of both parties are not that widespread (the spread between the base wage component of the FOSs are 2.5% apart over 3 years); that the base wage FOSs adopted by the panel is only 1 percentage point above the Employers FOSs and 1.5% below the Union's FOSs, approximating \$5,000 over the Employer's FOSs); and the multitude of issues proposing technical changes to CBA

provisions that have endured and provided guidance and stability for years, it is this Chairperson's observation and opinion that a dominant concern and factor that will best provide a base upon which the parties will eventually rebuild and restore the underlying trust relationship so that the public welfare may be enhanced, is to maintain the status quo and maintain that which has served the parties historically, unless the Panel is persuaded that the proposed changes will not serve as a basis to further undermine the already fragile relationship.

The primary issue that seems to be at the core of discord is the 84 Hour Schedule/Pay Period issues. The Employer forcefully maintains that the Union FOS amounts to a 5% wage increase to the Officers and is the sole reason for the proposal. The Majority of the Panel disagrees, the fact remaining that the Officers who work an 84-hour schedule will have worked 5% more hours.

The Union steadfastly maintains that the Employer FOS significantly disrupts the personal lives and working conditions of the Officers and gives completely unfettered control to the Employer to disregard the impact on the Officers' personal lives. Nevertheless, and regrettably, the parties could not find common ground on their own, even after remand, other than neither proposed a return to a normal eight-hour day.

The parties will be required to accommodate each other in the future given that the Majority of the Panel observes that such provisions do not prohibit the Employer from changing some Officer schedules to accommodate provisional or budgetary needs, but only require that the normal schedule remain at 12-hour shifts.

There will be times when shifts of less than 12-hours will be necessary, and that it may be that some Officers will not have the normalized work day and schedule of 12-hours and 84 hours, particularly if the Employer, within its discretion, determines not to provide police protection 24 hours a day, 14 days every two-weeks (336 hours). If the Employer determines to maintain services at 320 hours every two-weeks, it will have discretion to devise alternative abnormal schedule for a few Officers to accommodate such budgetary constraints, and the Majority of the Panel's determination should not be understood or construed to prohibit that management right. In the Majority of the Panel's opinion, normal is not to be absolute, but understood in its common connotation as usual, typical, or expected. See <https://www.merriam-webster.com/dictionary/normal>.

With that understanding, Officers are being awarded a workday and schedule that reasonably recognizes the attendant complications of their personal lives, but also respects the pre-existing bargained right of the Employer to determine its level of services to the public.

## 6. SUMMARY OF AWARD

Letter	Issue		Award
A	Wages First Year	UNION	<i>3.0% increase for all steps contained in the CBA, with wage increase retroactive to July 1, 2018 for all hours compensated.</i>
B	Wages Second Year	EMPLOYER	<i>2.25% effective the first full pay period on or after July 1, 2019</i>
C	Wages Third Year	EMPLOYER	<i>2.00% increase effective July 1, 2020.</i>
D	New Hire Pension	UNION	<i>Maintain the status quo and existing CBA language</i>
E	MERS Division Consolidation	UNION	<i>Maintain the status quo and existing CBA language</i>
F	Retiree Health Insurance	EMPLOYER	<i>Modify Section 14.9 of the CBA to read identical to the Employer Final Offer of Settlement.</i>
G	Retroactivity	UNION	<i>July 1, 2018 Wage: The wage increase will be retroactive to July 1, 2018 for all hours compensated.</i>
H	84 Hour Pay Period/ Schedule	UNION	<i>Award Set forth more specifically in Issues X, Y and Z below.</i>
I	Rules and Regulations	UNION	<i>Maintain the status quo and existing CBA language</i>
J	Disability Leave	UNION	<i>Maintain the status quo and existing CBA language</i>
K	Jury Duty Leave	EMPLOYER	<i>Add new Section 9.10 Jury Duty Leave to read identical to the Employer Final Offer of Settlement.</i>
L	Vacations	UNION	<i>Maintain the status quo and existing CBA language</i>
M	Court Time	EMPLOYER	<i>Modify Section 12.3 Court Time to read identical to the Employer Final Offer of Settlement.</i>
N	Call Back Pay	UNION	<i>Maintain the status quo and existing CBA language</i>
O	Medical Insurance	EMPLOYER	<i>Modify Section 14.1 and Appendix B to read identical to the Employer Final Offer of Settlement.</i>

P	Dental Insurance	EMPLOYER	<i>Modify Section 14.2 and Appendix B to read identical to the Employer Final Offer of Settlement.</i>
Q	Vision Insurance	EMPLOYER	<i>Modify Section 14.3 and Appendix B to read identical to the Employer Final Offer of Settlement.</i>
R	Health Savings Account		<i>No change to existing language of Section 14.4 Health Savings Account.</i>
S	Payment of Medical Insurance Premiums	EMPLOYER	<i>Modify Section 14.5 to read identical to the Employer Final Offer of Settlement.</i>
T	Sickness & Accident Insurance	UNION	<i>Maintain the status quo and existing CBA language</i>
U	Educational Reimbursement	UNION	<i>Maintain the status quo and existing CBA language</i>
V	Medical Insurance Reopener	UNION	<i>Maintain the status quo and existing CBA language</i>
W	Union Security		<p><i>Section 3.1. Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.</i></p> <p><i>Section 3.2 Checkoff.</i></p> <p><i>1. During the term of this Agreement, the City agrees to deduct Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the City a proper checkoff authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union. The Union shall advise the City in writing of</i></p>

			<p><i>the amount of its monthly dues.</i></p> <p><i>2. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.</i></p> <p><i>3. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.</i></p> <p><i>4. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.</i></p> <p><i>5. All authorizations filed with the City shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's Union membership dues and initiation fees owed for</i></p>
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			<p><i>the previous month. If the employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.</i></p> <p><i>6. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union and not by the City.</i></p> <p><i>7. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.</i></p> <p><i>8. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.</i></p> <p><i>9. The City's sole obligation under this Section is limited to the deduction of applicable Union membership dues and initiation fees. If the City</i></p>
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			<p><i>fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever to the City, since such liability is exclusively imposed upon the employee.</i></p> <p><b>Section 3.2 Indemnification.</b>  <i>The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the City pursuant to Section 3.1.</i></p>
X	Overtime Premium Pay	EMPLOYER	<i>Modify Section 12.7 of the CBA to read identical to the Employer Final Offer of Settlement.</i>
Y	Work Schedule	UNION	<i>Modify Section 12.2 of the CBA to read identical to the Union Final Offer of Settlement.</i>
Z	Work Period	UNION	<i>Modify Section 12.1 of the CBA to read identical to the Union Final Offer of Settlement.</i>

Dated: June 28, 2019

**Exhibit A**

<b>Health Insurance Premium</b>								
Coverage	Contributor	Premium Contribution	Share of Total	Premium Contribution	Share of Total	2015 to 2018	2015 to 2018	2015 to 2018
		2015-16		2018-19		Dollar Difference	Share of Difference	Percentage Increase
Family	City	\$1,193.69	85.47%	\$1,356.87	84.44%	\$163.18	77.64%	1 13.67%
	Ee	\$203.00	14.53%	\$250.00	15.56%	\$47.00	22.36%	1 23.15%
	Total	\$1,396.69		\$1,606.87		\$210.18		1 15.05%
Double	City	\$998.35	85.52%	\$1,128.50	84.50%	\$130.15	77.40%	1 13.04%
	Ee	\$169.00	14.48%	\$207.00	15.50%	\$38.00	22.60%	1 22.49%
	Total	\$1,167.35		\$1,335.50		\$168.15		1 14.40%
Single	City	\$307.23	80.38%	\$361.29	79.88%	\$54.06	77.16%	1 17.60%
	Ee	\$75.00	19.62%	\$91.00	20.12%	\$16.00	22.84%	1 21.33%
	Total	\$382.23		\$452.29		\$70.06		1 18.33%
<b>Health/Vision/Dental Premium Combined</b>								
Coverage	Contributor	Premium Contribution	Share of Total	Premium Contribution	Share of Total	2015 to 2018	2015 to 2018	2015 to 2018
		2015-16		2018-19		Dollar Difference	Share of Difference	Percentage Increase
Family	City	\$1,274.00	86.26%	\$1,441.54	85.22%	\$167.54	78.09%	1 13.15%
	Ee	\$203.00	13.74%	\$250.00	14.78%	\$47.00	21.91%	1 23.15%
	Total	\$1,477.00		\$1,691.54		\$214.54		1 14.53%
Double	City	\$1,060.66	86.26%	\$1,192.02	85.20%	\$131.36	77.56%	1 12.38%
	Ee	\$169.00	13.74%	\$207.00	14.80%	\$38.00	22.44%	1 22.49%
	Total	\$1,229.66		\$1,399.02		\$169.36		1 13.77%
Single	City	\$459.29	85.96%	\$515.06	84.98%	\$55.77	77.71%	1 12.14%
	Ee	\$75.00	14.04%	\$91.00	15.02%	\$16.00	22.29%	1 21.33%
	Total	\$534.29		\$606.06		\$71.77		1 13.43%



DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
Employment Relations Commission  
Labor Relations Division

Charles Ammeson Act 312 Panel Chairperson

CITY OF MANISTEE

Respondent/Employer,

Case No. L18 A-0025  
Case No. L18 A-0026  
Fred Vocino, Mediator

and

POLICE OFFICERS ASSOCIATION OF  
MICHIGAN (POAM  
COMMAND OFFICERS ASSOCIATION OF  
MICHIGAN

Petitioners/Labor Organizations.



**City Dissenting Opinion**

The procedural history to this proceeding is set forth in detail in the City's Post Hearing Brief which is incorporated by reference. A Preliminary/Determination RE: Comparables, Economic Issue Identification, Last Best Offers and Arbitrability was issued on January 30, 2019, in which I as the City Delegate dissented to the procedure that required exhibits to be submitted before the Last best offers. In addition, I dissented to the identification of Work Schedule as an economic rather than a non-economic issue and the status of the POAM's proposal to require the City to increase the hours to be worked every two weeks from the present 80 to 84 as a mandatory subject of bargaining. The City has a duty to bargain regarding arrangement of the hours of work but has the inherent managerial right to determine how many officers will be on duty at any time and the number of hours in a normal workweek. The POAM's proposal to force the City to schedule its officers for 4 more hours of work during times that the City does not consider it

necessary to have more than one police officer on duty (3am to 7am on Sunday evenings and Tuesday evening) is a permissive subject of bargaining over which the Act 312 Panel has no jurisdiction.

The hearing was held on March 14 and 15, 2019 and supplement materials regarding the retirement plan were submitted on April 27, 2019. Post Hearing Briefs were filed on May 10, 2019. A preliminary draft opinion was provided to the Delegates on May 29, 2019 which was discussed in an Act 312 Panel telephone session on May 30, 2019. During that telephone conference I raised numerous issues where it was my opinion that the draft award was not supported by the evidence and that all of the applicable factors were not being considered. The parties were remanded for further bargaining on the issues of Work Schedules and were directed to provide written proposals for consideration prior to the date of the bargaining session.<sup>1</sup> The City provided a revised proposal that would eliminate use of the one eight hour shift that occurred every two weeks but did not increase the normal hours of work from 80 every two weeks to 84 as previously requested by the POAM. The POAM continued to propose no change from the 84 hour work schedule contained in its Final Offer. After discussion, the City made a revised proposal that would specifically incorporate the ability to schedule some employees to work on slightly revised 12 hours schedules when staffing levels were less than 12 officers. (Exhibit A). The POAM was acceptable to continuing to have some float officers but insisted on having an 84 hour two week

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<sup>1</sup> There were two dates proposed, both of which the City could do in Manistee. The Union advised that it could only meet on June 10, 2019 but that it would not come to Manistee. Mr. Ammeson was also advised that the City Manager could participate if the bargaining was held in Manistee but could not be in Lansing due to other commitments. Although he knew the City Manager could not be in attendance on June 10, 2019, Mr. Ammeson directed the parties to meet in Lansing even though bargaining has always occurred in City Hall. As a result, three Officers and the Police Chief had to drive twice as far as the Union representatives and the Sergeant changed the work schedule to only have one employee on duty for a period of time. Bargaining in the City can be accomplished without taking officers off duty, since they can be released to attend to other duties if necessary.

work period which would provide them with an additional 5% in normal compensation. Negotiations broke down on this issue and bargaining ended.<sup>2</sup>

As directed by Mr. Ammeson, any party that intended to dissent was required to provide him with a draft since the award was still subject to change. The City presented a detailed draft dissenting opinion on June 12, 2019 which supplemented the record with copies of the actual advance schedules that were to be in effect from July 2019 through December 2019 (Exhibit B), documents that were reviewed and discussed at the June 10, 2019 bargaining session. On June 16, 2019 Mr. Ammeson send the delegates an email which outlined his “observation that the Officer’s share of premium costs has increased. It is my understanding that this is what has occurred with the Officers’ share over the years, even though the total premium has not increased.” After setting forth his understanding of the officer’s share, he directed: “John: Please advise whether you concur with my understanding as to the Officer’s share. If not please explain why.” On June 17, 2019 a detailed analysis of the premium history going back to the prior voluntarily agreed premium cost sharing formula was provided by the City and was forwarded to Mr. Ammeson with an explaining email (Exhibit C). A final draft opinion was forwarded to the parties at 9:37pm and the parties discussed that opinion in a short telephonic panel discussion on June 18, 2019.

During that conversation the City delegate suggested that the Chair rethink his determination that the Work Schedule was a an economic issue, but Mr. Ammeson declined incorrectly believing that both the City and the POAM had agreed that it was economic rather than his and the POAM vote that declared the issue to be economic. As a result, he considered that he

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<sup>22</sup> Mr. Ammeson refused to consider or accept these proposals on that basis that it would somehow undermine the trust placed in the independent determination of the of the Panel. Act 312 is supposed to complete the bargaining process and all of the other proposals were accepted into evidence since bargaining history including what was proposed and discussed is important to a proper analysis of the proposals. The remand proposals show that the City was willing to find solutions and would have assisted Mr. Ammeson to better understand the inherent problems with the POAM proposal.

had no ability to modify either proposal, even though his analysis indicates that the City is not required to always follow the language of the POAM final offer since he concluded that “the employer has the discretion to devise alternative abnormal schedule for a few Officers to accommodate such budgetary constraints., and the Majority of the Panel’s determination should not be understood or construed to prohibit that management right.” This analysis will lead to continued disputes between the parties since it is anticipated that the POAM will challenge any non-normal schedule and the Arbitration Award will make scheduling issues worse not better.

As required by Section 8 of Act 312, MCL 423.238, “As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9. The findings, opinions and order as to all other issues shall be based upon the applicable factors prescribed in section 9.”

Section 9 of Act 312. Section 9 of Act 312, MCL 423.239 provides as follows:

**423.239 Findings, opinions, and orders; factors considered; financial ability of governmental unit to pay.**

Sec. 9.

(1) If the parties have no collective bargaining agreement or the parties have an agreement and have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions, and order upon the following factors:

(a) The financial ability of the unit of government to pay. All of the following shall apply to the arbitration panel’s determination of the ability of the unit of government to pay:

(i) The financial impact on the community of any award made by the arbitration panel.

(ii) The interests and welfare of the public.

(iii) All liabilities, whether or not they appear on the balance sheet of the unit of government.

(iv) Any law of this state or any directive issued under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, that places limitations on a unit of government's expenditures or revenue collection.

(b) The lawful authority of the employer.

(c) Stipulations of the parties.

(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 in both of the following:

(i) Public employment in comparable communities.

(ii) Private employment in comparable communities.

(e) Comparison of the wages, hours, and conditions of employment of other employees of the unit of government outside of the bargaining unit in question.

(f) The average consumer prices for goods and services, commonly known as the cost of living.

(g) 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.

(h) Changes in any of the foregoing circumstances while the arbitration proceedings are pending.

(i) Other factors that 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.

(j) If applicable, a written document with supplementary information relating to the financial position of the local unit of government that is filed with the arbitration panel by a financial review commission as authorized under the Michigan financial review commission act.

(2) The arbitration panel shall give the financial ability of the unit of government to pay the most significance, if the determination is supported by competent, material, and substantial evidence.

Each of these factors must be considered by the Act 312 Panel, but it is required to give the financial ability of the City of Manistee the most significance and should consider the “wages, hours, and conditions of employment of other employees of the unit of government outside of the bargaining unit in question as the second most important factor. Although the Award claims to have taken these factors into consideration, they have been essentially ignored when analyzing many issues. As a result, I have indicated my dissent to many issues. This written dissent addresses the most glaring issues and should not be considered to include all of the matters over which portions of the Award fail to apply the Act 312 standards and are not based upon the hearing record. This dissent applies as well to those parallel issues in the COAM Award.

**Wages:** The City’s proposal was for raises of 2.25% in 7-1-2018 to 6-30-2019, 2.25% in 7-1-2019 to 6-30-2020 and a 2.00% increase in 7-1-2020 to 6-30-2021. The POAM’s proposal was for raises of 3.00% in each of those years. The Chairman selected the POAM proposal in the first year, the City proposal in the second year and the City proposal in the third year but has different analysis in each year.

The analysis incorrectly starts with the conclusion that the City has the financial ability to pay the increased POAM wage demands as “evidenced by its ability to recently increase a healthy General Fund Balance.” This analysis ignores the testimony of Ed Bradford that the City has an unrestricted Fund balance of 1.3 million, and that the “fund has actually grown a little bit in the last couple of years because of one-time payments from the State on the personal property taxes, the reimbursement, they had more money than they anticipated; that may or may not continue in the future.” Mr. Bradford further testified that “Our property tax revenue is less than what it was

before the great recession, it declined significantly and has not yet recovered. ...Our biggest challenges are that our revenues aren't keeping up with our costs." As explained by Mr. Bradford, "our projections show that the general fund would have increasing deficits moving forward because, again, revenue is not expected to grow at the rate to offset costs and maintain services. While the General Fund is currently at the level recommended by the City Commission, the Act 312 Arbitrator's analysis fails to acknowledge or discuss the approximate \$100,000 deficit anticipated for the 2018-2019 fiscal year. This analysis improperly eliminates the issue of the City's financial ability to pay for these increases.<sup>3</sup>

An underlying assumption that was made by Mr. Ammeson is that a higher award than proposed by the City is appropriate because "the Panel has adopted a 20 to 23% increase in officer insurance premium payment, essentially equivalent to a 1% base wage increase, as determined in issue S below, and a greater percentage increase in premium share than undertaken by the Employer. "This analysis is totally incorrect and misconstrues the actual facts regarding health insurance costs. The employee monthly cost for family coverage prior to the start of the 7-1-2015 to 6-30-2018 CBA was \$197.00 which was 18.2% of health care and 16.9% for all costs. The next CBA that was negotiated had the monthly cost for employees with family coverage only increase to \$203.00 per month as of 7-1-2015 which was 17.7% of the health care premium and 16.5% for all costs. Pursuant to the negotiated cost sharing formula the employee cost for family coverage increased to \$323.00 as of 7-1-2017 which was 21.8% of the health care premium and 20.6% for all costs. As of 7-1-2018, family coverage decreased by \$73.00 per month to \$250.00 per month or 18.4% of the health care premium and 17.3% of all costs. Although the premium will go up for

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<sup>3</sup> His analysis also fails to recognize that the POAM's proposed schedule will increase working hours by 4 hours every two weeks which will give employees an additional 5% increase in compensation will cost the City an additional \$60,000 each year.

the City as of July 1, 2019, employees' premiums will remain at \$250.00 through 6-30-2020 which will reduce the family coverage to 17.8% of the premium and 17.4% for all costs. (similar percentages exist for two person and single coverage)

As can be seen from these figures there has been no increase in the proportion of employee costs for health insurance during this CBA period and the actual premium costs for employee is dramatically reduced. In addition, the City contributes \$3000 each year to an HSA for employees with family and two person coverage which equals the entire health insurance premium paid by employees with family coverage and \$516 more than the entire insurance premium paid by employees with two person coverage. The City contributes \$1500 to an HSA for employees with single coverage which is \$508 more than the entire insurance premium paid by employees with single coverage.

It should also be noted that when the City and the POAM reached a voluntary agreement for the 2015-2018 CBA, wages were set at \$23.00 per hour or a base wage without overtime of \$47,840 and the cost for family coverage for an employee was \$203.00 per month or \$2,436 per year; which equates to a net wage of \$45,404. If the City's proposal for 2018 had been granted the base wage will increase to \$50,897 and the cost for family coverage for an employee will be \$3000 which equates to a net wage of \$47,897, which is a real increase in wages of \$2,393 which is a 5.49% increase in wages over that three year period. Assuming that the City's 2019 wage offer is accepted, the base wage without overtime will be \$52,041 and the cost for family coverage will be \$3000, which equates to a net wage of \$49,041, which is a real increase in wages of \$3,637 which is a 8.01% increase in wages over that four year period. During this same time the CPI-U Dec-Dec increases for December were .7 (2015) 2.1(2016), 2.1 (2018 and 1.9 (2018) for a total of 6.80% increase and the average for those years was .1 (2015), 1.3 (2016), 2.1 (2017) and 2.4 (2018) for



a total of 5.90% increase. The real wage of these employees has exceeded the CPI increase and there is no reason to provide greater increases for these employee because of health care premium sharing.

These figures show that there is no valid reason to use health insurance premium payment changes to justify any additional wages for the police employees, since they were not treated any differently than other City employees and still have costs that are less than the statutory 20% health care premium cost sharing formula. The City's revenues have not been growing at any significant rate over these years and it has still absorbed the bulk of health insurance cost increases including all of the increase for the 7-1-2019 to 6-30-2020 plan year.

The major declared basis<sup>4</sup> that the Chair appears to has selected the POAM offer is his desire to grant them retroactive pay, but fails to recognize that retroactivity was a separate issue that is not tied to picking the City's 2.25% increase or the POAM's 3.00% increase.<sup>5</sup> He incorrectly contends that "The Employer asserts, even although the Union's proposal provides for retroactivity for the first year, since the Union did not file a separate FOS on the issue of retroactivity, the Union's FOS on the 1<sup>st</sup> Year of Wages must be rejected and the Panel is required to accept the Employer FOS on that issue and deny retroactivity." That is not the City's argument at all, since it simply pointed out that since retroactivity was the clearly defined as a separate issue (g), that he

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<sup>4</sup> The split the baby analysis is probably also alive since the Arbitrator wanted to give the POAM one of its years of wage increases,

<sup>5</sup> The Act 312 Pre-Hearing Conference Report identified the outstanding issues as including "Wages – Year by Year (Union Moving Party) and Retroactivity (Union Moving Party). The Union's Final Offer of Settlement listed Retroactivity as a separate issue but did not include any proposals under any heading as Retroactivity. The Act 312 Arbitrator construed language in their Final Offer on wages as constituting a Final Offer on retroactivity but improperly construed retroactivity language in the City's Wages Offer on a more narrow basis. Throughout this proceeding everyone was aware that the City was proposing a 2.25% raise for the period 7-1-2018 to 6-30-2019 and that its did not want to pay it retroactively. The Union made the same argument when it was pointed out that it had not made a Final Offer on retroactivity. The Act 312 Arbitrator improperly applied an overly technical argument unilaterally to the City so that it could avoid making a reasoned analysis of the choices between the 2.25% City proposal and the 3.000% proposal of the POAM.

had to accept the City proposal on retroactivity because the POAM did not submit one. No argument was ever made that he had to accept the City's proposal on wages.

The Arbitrator did belatedly include some analysis on the merits of the two proposals, but it failed to properly apply the statutory standards. The 3.00% increase is significantly in excess of the cost of living which rose by 1.90% during the period from April 2018 through March 2019 and is anticipated by the Federal Reserve to rise by 1.90% in 2019 and 2.00% in the next two years. Raises for other City employees during this period were 1.75%, except for the IAFF which received 2.25% in recognition that they were willing to provide a pension change to a 2.25% multiplier for new hires. The City 2.25% wage offer for the POAM was based upon an anticipation that the multiplier for new hires would be reduced from 2.50 to 2.25%, which this Panel was unwilling to do.

Act 312 requires the panel to review the wages proposed to be paid to covered employees with employees performing similar duties in comparable communities. This does not mean that City of Manistee Police Officers are entitled to be paid the same rate as a Police Officer in any of the comparable communities or at the average for those communities, but rather that standard simply allows the Act 312 panel to take into consideration if a proposed wage represents a significant deviation from the wages paid in comparable communities when making its award. A review of the wages in comparable communities does not reveal any significant deviation that would justify awarding the POAM proposal.

POAM Exhibit 101 indicates that as of July 1, 2018 the average of the five comparable communities is \$53,622; with a wage range from \$48,922 to \$62,190, and the median wage rate \$51,958. The most significant of these comparable communities is Manistee County since the Sheriff's Department works closely with City Police Officers, and employees of both Departments

live in the same local area and individuals who live in the City of Manistee also pay Manistee County taxes. In October 2018, Manistee Deputy Sheriffs received a 1.00% wage increase that increased their top Deputy rate to \$49,489 (\$23.76).<sup>6</sup> The wage paid to Manistee Sheriff Department Deputy Sheriffs is slightly less than will be paid to Manistee Police Officers and allowing larger than necessary wage increases may act to upset the present equilibrium in local law enforcement wage rates.

The second most significant of the comparable communities is Ludington, since it is the most geographically close and the nearest in SEV and population<sup>7</sup>. In January 1, 2018, Ludington Police Officers received a 1.50% wage increase which increased their top Police Officer rate to \$51,210, and received another 1.50% wage increase on January 1, 2019 which increased their top Police Officer rate to \$24.98.<sup>8</sup> Assuming the City's wage offers for both 2018-2019 and 2019-2020 are adopted, its top hourly rate for Police Officers will be \$25.02 which is higher than the \$24.98 hourly rate that went into effect in Ludington as of 1-1-2019.

The third most significant of the comparable communities is Cadillac, since it is relatively close geographically close, relatively near in SEV but larger in population. On July 1, 2018, Cadillac Police Officers received a 2.50% wage increase which increased their top Police Officer rate to \$51,776 (\$24.89)<sup>9</sup> and will receive another increase on July 1, 2019 based upon the 12-

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<sup>6</sup> Sergeants also increased by 1.00% to \$53,372 (\$25.66). The difference between a Deputy Sheriff and a Road Patrol Sergeant is \$1.90/hour or \$3,952 per year.

<sup>7</sup> The parties agreed that Cadillac and Ludington were to be comparable communities so information regarding those two communities is of primary importance.

<sup>8</sup> Sergeants also increased by 1.50% to \$57,096 (\$27.45). The difference between a Police Officer and a Sergeant is \$2.83/hour, or \$5,886 per year.

<sup>9</sup> Sergeants also increased by 2.50% to \$56,951 (\$27.38). The difference between a Police Officer and a Sergeant is \$2.49/hour, or \$5,175 per year.

month change in the Consumer Price Index for All Urban Consumers as of March 31, 2019 or 2.50%, whichever is lower. The March 31, 2019 CPI-U came in at 1.90%, so the new Cadillac Police Officer wage rate on July 1, 2019 will \$52,759 (\$25.37)<sup>10</sup>. Assuming the City's wage offers for both 2018-2019 and 2019-2020 are adopted, its top rate for Police Officers will be \$52,041 (\$25.02) which is only \$.35 per hour or 1.37% lower than the rate which will be paid at that same time in Cadillac.

The Big Rapids wage rates have historically been higher, based primarily upon its ability to pay for police services through funds collected by its City income tax, the influence of Ferris State University on local wage rates and the ease in which its residents can commute to Grand Rapids for employment.<sup>11</sup> Big Rapids makes wage increases on a calendar year basis and granted a 2.00% wage increase on January 1, 2018 to increase the top Police Officer Wage to \$54,210 (\$26.06).<sup>12</sup> Wage increases have been negotiated that provided an increase of 2.25% on January 1, 2019 and will provide future wage increases of 2.25% on January 1, 2020 and 2.00% on January 1, 2021. While these wages in absolute dollars are higher than offered to City Police Officers, the percentage increases are directly in line with that which has been offered by the City.<sup>13</sup>

The City of Greenville is clearly the outlier in this proceeding, since its wage rates are significantly higher than the rest of the comparable communities. As of July 1, 2017, the wage rate for a fully trained PSOIII was \$29.028/hour (\$60,379), based upon the ability and the

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<sup>10</sup> Sergeants will also receive a 1.90% increase which will establish their pay at \$27.90/hour (\$58,033).

<sup>11</sup> The wage rates are significantly impacted by its location in the Grand Rapids-Kentwood-Muskegon MI MSA and the easy commute to Grand Rapids.

<sup>12</sup> Sergeants also increased by 2.00% to \$28.92 (\$60,163). The difference between a Police Officer and a Sergeant is \$2.86/hour, or \$5,953 per year.

<sup>13</sup> This increased Police Officer wages to \$26.65 (\$55,430) on 1-1-2019 and will further increase wages to \$27.25 (\$56,677) on January 1, 2020, and to \$27.79,(\$57,811) on January 1, 2021.

requirement to fully perform all fire and police related duties.<sup>14</sup> Greenville has operated a fully integrated Public Safety Department since 1985 and its staffing savings have in part allowed it to pay higher wages. Its location as essentially a bedroom community to Grand Rapids has also resulted in its wages being influenced by the wages paid in the Grand Rapids metropolitan area.<sup>15</sup> In addition, the 6.00% cap on City contributions to the pension plan has allowed Greenville to finance this higher level of benefits.

Exhibit 221 summarizes the wages in effect in the comparable communities and the amounts that are taken out for retirement contributions and provides as follows:

**COMPARISON OF WAGES AND EMPLOYEE CONTRIBUTION FOR PATROL OFFICERS**  
(July 1, 2018 with Employer wage offer)

	Annual	Pension Contribution	Annual before taxes
Manistee	\$50,893	4.00% (\$2,035)	\$48,858
Big Rapids	\$54,210	3.00% (\$1,626)*	\$54,048
Cadillac	\$51,776	3.00% (\$1,553)	\$50,223
<b>Greenville</b>	<b>\$62,190</b>	<b>22.26% (\$13,843)</b>	<b>\$48,347</b>
Ludington	\$51,201	6.00% (\$3,072)	\$48,129
Manistee County	\$48,920	0.00% (\$000)**	\$48,920
	\$48,920	12.28% (\$6,130)	\$42,790

\*Big Rapids has a DC Plan for employees hired after 7-1-1997 with a 7% employer contribution and a dollar-for-dollar match of the first 3% contributed by the employee.

\*\*Manistee County went to a hybrid plan for employees hired on or after 10-1-2012 and those employees have no contribution. Employees who remained in the existing DB plan contribute 12.28%.

This reveals that the City of Manistee is paying an actual wage rate that works out to be \$1,973 higher than Manistee County, \$308 lower than Ludington, \$883 lower than Cadillac,

<sup>14</sup> Sergeants were also increased by 2.0% to \$31.06 (\$64,605). The difference between a Public Safety Officer III and a Sergeant was \$2.03/hour or \$4,226 per year based upon a 7.00% differential. This differential will increase to 7.50% on July 1, 2018, and will increase to 8.00% on July 1, 2019

<sup>15</sup> The wage rates are significantly impacted by its location in the Grand Rapids-Kentwood-Muskegon MI MSA and the easy commute to Grand Rapids.

\$3,317 lower than Big Rapids and \$11,297 lower than Greenville. The average wage is \$53,198, a figure significantly influenced by the City of Greenville. These cities do however have significantly different employee retirement plan contribution rates, with Greenville employees paying 22.26% of their wages towards the pension plan.<sup>16</sup> When employee pension costs are factored in the effective average wage rate for the comparable communities is \$48,732, which is lower than the effective wage rate proposed by the City. As a result, the wage proposal made by the City of Manistee is not significantly out of line with the comparable communities in absolute dollars, and there is no reason to provide Police Officers with a higher wage increase than has been proposed by the City. In addition, the 2.25% wage increase is directly in line with the percentage increases that have been given by other communities while the 3.00% POAM proposal is outside of the normal range and in excess of the cost of living increase. Accordingly, the City's proposal for a 2.25% wage increase more nearly complies with the Section 9 factors than the POAM's proposal for a 3.00% and a 2.25% wage increase should be adopted.

An additional consideration are wages in the local community. In 2018, the median household income in Manistee County was \$44,882 and its per capita income was \$24,398. A Police Officer's current base salary of \$49,774 places them above the median household income and their normal overtime earnings move them significantly higher.<sup>17</sup> In the event that the City's 2018 wage offer of a 2.25% increase is awarded, the base salary will increase to \$50,893 which is

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<sup>16</sup> Big Rapids can pay higher wages because it has a defined contribution plan that caps its pension contribution at not more than 10.0% and has a city income tax to support its operation. It is also a significantly larger city and has a major university located in its boundaries. Manistee County is the primary competition for the City regarding the recruitment of police officers and has lower wages and a defined contribution plan for new hires.

<sup>17</sup> The Sergeants currently have a base salary of \$62,899 and also receive liberal overtime payments.

slightly higher than \$50,600 for a Firefighter at the top step during 2018-2019.<sup>18</sup> It is about the same as the 2018-2019 \$50,752 base salary of the WWTP Leadman and higher than the \$43,917 base salary of a non-lead person in the DPW. Prudent fiscal management supports the proposition that it is not appropriate to provide City employees with wages and benefits significantly higher than those received by the citizens who pay for the services provided by the City through their tax and fee payments.

The 2019-2020 City wage offer of 2.25% and the 2020-2021 City wage offer of 2.00% were accepted based upon the Chair's analysis that the employer proposal "falls within the increases evidenced as expected to be paid statutorily required internal comparisons and external comparison and appears to fall within reasonable expectations of cost of living increases." This was a correct form of analysis rather than the assertion that the City has amassed "a healthy General Fund Balances" and should have been applied to the first year of the agreement.

**MERS Consolidation:** The POAM has raised spurious claims that consolidation of the POAM and COAM units with the same pension benefits in the same administrative division in MERS will somehow impact their benefits. There is simply no basis for this claim. The divisions hold employer and employee contributions and the overall values are then used by MERS to calculate the City's contribution rate since the employees' rate is fixed. Having one larger division rather than a Command division with three employees gives a better look at the overall funding and provides for more accurate annual contribution rates. This administrative change does not impact benefit levels and is not required to supported by any actuarial valuation under Michigan law or MERS procedures. It should also be noted that funds associated with a Patrol Officer will

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<sup>18</sup> In the event the City's 1.00% wage offer for Sergeants is accepted it would result in a base wage of \$63,525. This is significantly higher than the \$54,824 base wage for the Fire Captain position which is the day-to-day supervisor in the Fire Department and higher than the \$61,716 base wage for the Deputy Fire Chief.

be transferred to the Command division when promoted to Sergeant so this consolidation naturally occurs over a period of time. There is no adverse impact on employees or any uncertainty regarding possible negative impacts on employees, and the welfare of the public lies in having accurate costs for employee pensions determined.

**Retiree Health Insurance:** The City did not propose to eliminate retiree health insurance as of 2012 since that change for employees hired on or after July 1, 2012 occurred seven years ago.

**Retroactivity.** There is no welfare to the public in providing retroactivity, since the bad faith of the POAM in this proceeding caused the City excessive costs. The parties negotiated in good faith and reached understandings on all issues except wages and pension prior to the Act 312 filing. The POAM then played Act 312 games contending that prior discussions and understandings were not in any way binding and that they were free to introduce new proposals that were not even discussed in the bargaining process. The most extreme of these was the health care proposal which was made by the POAM without Mr. Loftis without even knowing that the local membership had already signed off on the revised health care plan and contributions and had been receiving the benefits of the significantly lowered health care premiums since July 1, 2018.<sup>19</sup> Retroactivity only applies to the first year since the award will be in effect for the next two years.

**New Hire Pension.** The City proposed to bring the pension multiplier for new hires to 2.25 which is in line with that voluntarily agreed to by the IAFF. Contrary to the Chairman's opinion, there is no evidence that this level of pension benefits for new hires will adversely impact

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<sup>19</sup> The POAM representative was Mr. James DeVries during all of the early bargaining sessions and he was replaced by Jim Cross after he retired. The matter was then handed over to Mr. Loftis since Mr. Cross does the bargaining and Mr. Loftis does the Act 312 Arbitrations. In view of the health care issue, it is doubtful that he even discussed the final offers with the membership before they were submitted.



flexibility in amortization periods since the reduction for new hires from 2.8 to 2.50 on July 1, 2015 did not raise any of those issues.<sup>21</sup> There is no significant morale issues, since new hires will know their pension accrual rate when they are hired. There will however be morale issues with the Fire Department, since they lowered their pension multiplier for new hires to 2.25% and with all other employees in the City who also have lowered their pensions for new hires. If the only way for the City to protect morale in the Police Department is to have the same multipliers, it will be forced next contract period to cap the multiplier for all years of service for existing employees so that all employees will earn the same pension amount for working in a particular year. The Chairman did not also care about the morale of the City, since it offered a higher wage than other City employees in 2019 on the basis that its pension proposal would be approved. Instead, he approved an even higher wage for the POAM and did not grant the very modest pension change. In bargaining the POAM told the City that it can have pension or wages, but not both and the panel has declined the pension and also gave the higher wages.

**Work Schedule:** The issue of work schedule was a significant part of the dispute, and the Arbitrator significantly erred when he determined over the City's objection that this was an economic rather than a non-economic issue. Correct characterization of issues is important, since the arbitration panel has the latitude to create its own resolution of non-economic issues but is

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<sup>20</sup> The Chairman did not accept for placement in the record further explanatory information from MERS although he initially advised the parties that he did not need that information to make his decision. The direction regarding the submission of the revised MERS information was that it be submitted promptly. I was on vacation in Florida from the last day of the hearing until I returned on April 23, 2019. When I got to that email on my return it was forwarded to Mr. Loftis who complained that he only had two weeks before his brief was due and he would not have time to analyze and respond to it. I offered him more time to brief, but he declined. There was no two week time limit to provide the information and it should be part of the record.

<sup>21</sup> There is also no requirement that an actuarial report be prepared before reducing benefits. This claim was made by the POAM but no evidence was introduced to support this argument. MERS implemented the Fire pension changes without an actuarial report and the rejected exhibit confirmed that no actuarial report was required to implement the City's new hire pension proposal.

required to select the last offer of settlement submitted by the parties on economic issues that more nearly complies with the applicable factors in Section 9.

Act 312 does not provide any definition of an economic issue and there are few reported decisions on this issue. Virtually all issues have some economic cost attached to them, and the general rule is that an issue is economic only if its primary impact is to increase the operational costs of the employer. As noted by Arbitrator Chiesa in *City of Detroit - and - Detroit Fire Fighters Association, Local 344*, MERC Case No. D80 B-1157 when he resolved a dispute regarding the status of a promotional proposal, a non-economic issue is one “that did not have a direct effect on the cost or economic benefits received by members of the unit.” As similar result was reached in *City of Grand Rapids - and - GRFFU* (MERC Act 312 Case No L13 K-1044) where Act 312 Arbitrator Dennis Grenkowicz determined that “An issue is economic under MCL 423.238 if it directly increases or decreases employer costs or employee compensation.” Operational issues are generally held to be non-economic since their primary purpose is to address how an employer delivers its services.

The evidence regarding this issue revolved almost entirely upon the impact on employee’s request to have more certainty in their own personal schedules. This is an operational issue that has secondary financial impact since the City would be required to pay employees for the extra 4 hours every two weeks that the POAM proposed schedule would require. The Act 312 Arbitrator appeared to have recognized that he made a mistake in characterizing this as an economic proposal when he called an executive session of the Act 312 Panel during the hearing in March 2019 to ask if this could be changed to a non-economic issue. The POAM objected and the Act 312 arbitrator

appeared to forget that it was his vote that made this an economic issue.<sup>22</sup>

In his Decision, the Act 312 Arbitrator concludes that there is “disruption in the work schedule,” a finding that is not supported by the facts.<sup>23</sup> The proposal by the City memorializes the work schedule that has been in effect for many years and the long standing normal is 6 shifts of 12 hours and 1 shift of 8 hours every two weeks. As indicated by the attached next six months of schedule, employees have their schedules basically determined a year in advance. When you look at the schedules you will note as follows<sup>24</sup>:

**July 2019:** All employees are scheduled for the same days on days off rotation that is proposed by the POAM. Every two weeks employees work six 12 hour shifts and one 8 hour shift as proposed by the City. On the day shift there were 12 shifts in which the employee started at their normal time of 7am but were released from work at 3pm rather than working until 7pm. On the night shift there were 10 shifts in which the employee started at their normal time of 7pm but were released from work at 3am rather than working until 7am. Officer Franckowiak had five of his shifts and Officer Vasquez had one of his shifts changed to 3pm-3am from the normal 7pm-7am. No employees are required to work on both the day and the night shift. There were 19 days of vacation scheduled on the day shift.

**August 2019:** All employees are scheduled for the same days on days off rotation that is

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<sup>22</sup> This misunderstanding continued through June 18, 2019 with the POAM still asserting that the City proposed to make it an economic issue when that issue had been the topic of a January 30, 2019 Decision and Dissent by the City.

<sup>23</sup> This was based entirely on the testimony of Sgt. Steve Schmeling who is also responsible for preparing the schedule. A review of the schedules that were to be in effect from July 1, 2019 through December 31, 2019 indicates that he never assigned any of the “disrupted shifts” to himself but always assigned them to lower seniority employees. If those shifts had been shared on an equitable basis there would not have been much of an impact on any employee, so essentially his discretion caused most of the problems.

<sup>24</sup> These schedules are devised and prepared by Sergeant Schmeling.

proposed by the POAM. Every two weeks employees work six 12 hours shift and one 8 hour shift as proposed by the City. On the day shift there were 11 shifts in which the employee started at their normal time of 7am but were released from work at 3pm rather than working until 7pm. On the night shift there were 9 shifts in which the employee started at their normal 7 time of 7pm but were released from work at 3am rather than working until 7am. Officer Franckowiak had four of his shifts and Officer Vasquez had three of his shifts changed to 3pm-3am from the normal 7pm-7am. Officer Haner had one of his shifts changed to 3pm-3am from his normal 7am-7pm and had two of his shifts changed from the day shift to the night shift in order to allow Officer Vasquez to take vacation . There were 16 days of vacation scheduled on the day shift and 3 days of vacation on the night shift.

**September 2019:** All employees are scheduled for the same days on days off rotation that is proposed by the POAM<sup>25</sup>, Every two weeks employees work six 12 hour shifts and one 8 hour shift as proposed by the City. On the day shift there were 8 shifts in which the employee started at their normal time of 7am but were released from work at 3pm rather than working until 7pm. On the night shift there were 7 shifts in which the employee started at their normal time of 7pm but were released from work at 3am rather than working until 7am. Officer Franckowiak had five of his shifts changed to 3pm-3am from the normal 7pm-7am. Officer Haner had one of his shifts changed to 11am-7pm from his normal 7am-7pm, had two of his shifts changed to 3pm-3am from his normal 7am-7pm and had five of his shifts changed from the day shift to the night shift in order to allow Officer Cook to take seven days of vacation. There were also 3 days of vacation on the day shift.

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<sup>25</sup> Sgt. Schemeling approved the exchange of two days of work with Sgt. Bruce which allowed Sgt. Schmeling to have 12 days in a row off while using only 3 days of vacation. Sgt. Bruce was able to have 7 days in a row off without taking any vacation.

**October 2019:** All employees are scheduled for the same days on days off rotation that is proposed by the POAM. Every two weeks employees work six 12 hour shifts and one 8 hour shift as proposed by the City. On the day shift there were 10 shifts in which the employee started at their normal time of 7am but were released from work at 3pm rather than working until 7pm. On the night shift there were 10 shifts in which the employee started at their normal time of 7pm but were released from work at 3am rather than working until 7am. Officer Franckowiak had four of his shifts changed to 3pm-3am from the normal 7pm-7am. No employees are required to work on both the day and the night shift. There were no vacation days scheduled in October.

**November 2019:** All employees are scheduled for the same days on days off rotation that is proposed by the POAM. Every two weeks employees work six 12 hour shifts and one 8 hour shift as proposed by the City. On the day shift there were 8 shifts in which the employee started at their normal time of 7am but were released from work at 3pm rather than working until 7pm. On the night shift there were 7 shifts in which the employee started at their normal time of 7pm but were released from work at 3am rather than working until 7am. Officer Franckowiak had four of his shifts changed to 3pm-3am from the normal 7pm-7am. Officer Vasquez had one of his shifts changed to 3pm-3am from the normal 7pm-7am. Officer Haner had one of his shifts changed to 11am-7pm from his normal 7am-7pm, had one of his shifts changed to 3pm-3am from his normal 7am-7pm and had six of his shifts changed from the day shift to the night shift in order to allow Officer Cook to take seven days of vacation. There were 4 days of vacation on the day shift and seven days of vacation on the night shift.

**December 2019:** All employees are scheduled for the same days on days off rotation that is proposed by the POAM. Every two weeks employees work six 12 hour shifts and one 8 hour shift as proposed by the City. On the day shift there were 8 shifts in which the employee started at

their normal time of 7am but were released from work at 3pm rather than working until 7pm. On the night shift there were 8 shifts in which the employee started at their normal time of 7pm but were released from work at 3am rather than working until 7am. Officer Franckowiak had five of his shifts changed to 3pm-7am from the normal 7pm-7am. Officer Cook had one of his shifts changed to 3pm-3am from the normal 7pm-7am. Officer Haner had one of his shifts changed to 11am-7pm from his normal 7am-7pm. There were 11 days of vacation on the day shift. No employee works both the day and the night shift.

The 6 most senior employees have a fixed and repeating schedule with the only schedule changes being the one day every two weeks in which they are allowed to go home four hours early. Although he is a junior employee, Officer Van Sickle's assignment to the day shift with its extra officer allowed him to have the same regularity in schedule as did the more senior officers. The swing shifts were assigned in order of seniority, with Officer Cook having 1 swing shift during that six month period, Officer Vasquez having 5 swing shifts during that six month period and Officer Franckowiak having 27 swing shifts during that six month period. Officer Haner is the most junior employee and had 4 swing shifts and 13 shifts in which he worked the night shift rather than his normal day shift.

There simply is no support for a claim that the current practice is unduly disruptive, since it is clear from this schedule that most employees already have a normal and regular schedule, especially on the day shift that has five employees assigned. The night shift is temporarily less regular due to the current vacancy but should have a regular schedule similar to the day shift when a fifth employee is hired and assigned to that rotation. There is however a need for a floater in each shift so that vacations can be scheduled without disrupting City determined staffing, a practice that would be banned under the POAM proposal. As a result there is no need to modify the existing

schedule since it already provides as much regularity as can occur in a small department. All the proposed POAM schedule would do is pay officers to work an additional 104 hours each year<sup>26</sup> and eliminate the floater position on each shift which will adversely impact vacation scheduling. The City proposal accurately replicates the existing schedule and provides normalcy to all employees. There is a long term past practice regarding how scheduling is to be done and all that needs to be done is to clarify the CBA language to conform to the practice.

There is also no support for a schedule as proposed by the POAM in the comparable communities. The Director of Public Safety testified that he did not see a need to schedule employee for additional hours of work and was able to schedule the eight hour shifts at a time when there was a significantly lower chance that there would be calls for services. The testimony of POAM witnesses did not dispute that fact but relied upon claims that other communities utilized such a schedule. That claim is not supported by the record, since Greenville and Cadillac all operate on 12 hour work day schedules that pay employees for only 160 hours of work in a 28 day work period.<sup>27</sup> Big Rapids schedules employees for shifts of 8, 10 or 12 hours, but the “normal tours of duty for full time employees consists of eighty (80) hours in a [14 day] work period. Ludington does schedule its employees for 168 hours of work in a 28 day work period, but use of the 168 hours of work schedule is pursuant to a trial period that expires on December 31, 2019. (Exhibit 213D, page 42). Manistee County has the contractual option to implement eight (8), ten (10) or twelve (12) hour shifts, but Section 11.1 specifically provides that if the Sheriff implements twelve hours shifts:

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<sup>26</sup> This would cost \$2,544 for each officer and \$3,172 for each Sergeant assuming that the City’s proposal for a 2.25% increase is granted.

<sup>27</sup> Cadillac and Greenville use mandatory compensatory time to create a schedule that will have employees removed from the schedule on a regular basis to reduce their actual work to 160 in a 28 day work period.

“the regular recurring work period shall be fourteen (14) consecutive days during which seven (7) twelve (12) hours days or six (6) twelve (12) hors days plus an eight (8) hours shift will be worked. (emphasis added)

This language allows the Manistee Sheriff to use either the schedule proposed by the POAM or the schedule proposed by the City. In essence the CBA allows the Sheriff to decide if his staffing priorities require additional personnel at the times that the schedule will have them working and to buy that extra time at straight time rates.

It is clear from these comparable communities that each makes its own decision regarding daily and hourly staffing requirements. In this instance the City reviewed its staffing requirements and determined that the additional 4 hours when employees would be scheduled was not at time when their presence at work was necessary or desirable and would not reduce other overtime needs. All that it would do is increase costs by 5.0% which was the real reason that the POAM proposed this normal work schedule increase. It is not in the interest of the public to schedule Police Officers to work additional time merely to provide them with more money, and the proposed schedule must be rejected even if the Panel had authority to order such a change.

A more important reason to reject the POAM proposal is that it cannot work.<sup>28</sup> The City currently has 2 Sergeants and 7 Police Officers assigned to patrol duties with one vacancy that will be filled if the City is not required to expend funds for excessive wage increases and the 5% wage increase built into the POAM schedule. The two Sergeants currently work on the day shift and work 6 twelve hours shifts and one 8 hours shift every two weeks. There are three Police Officers assigned to the day shift with one in the A platoon and two in the B platoon. The two senior Police Officers have a schedule virtually identical to the Sergeants, but the junior B shift Police Officer

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<sup>28</sup> Mr. Ammeson implicitly recognized this fact by spending time explaining what the POAM proposal had to be interpreted in accordance with Management Rights and that the City is not required to place all officers on that schedule.



(Haner) is used as a floater to allow other employee to be on vacation. The Night shift has four Police Officers assigned but there is no current floater because a vacancy has not been filled since last September. Three employees work the same 6 twelve hour and 1 eight hour shifts, but in order to allow vacations, there have been some 3pm-3am shifts on Sunday and Tuesday nights which means that there is only one Police officer on duty between 3am and 7am. This is the time that historically has the least number of calls for services and backup is available from Manistee County and from Tribal Officers. When the vacant position is filled, there will be a floater who will be able balance out the schedule and allow for vacations.

The POAM proposal eliminates this flexibility to have floaters since every employee is required to have a set work schedule on a set shift. While there will be a third employee on the night A shift, that individual cannot be scheduled to work to fill vacancies on the night B shift which will make it impossible to grant any vacations without having only one officer working the entire 7pm to 7am shift. In a similar fashion Officer Haner who is the third employee on the day B shift will not be able to be used to fill vacancies on the day A shift which will make it more difficult to schedule vacations on the day A shift. During the remand to bargain this issue, the City proposed to have a 12 hour shift with one Kelly day to keep the current 80 hours pay, but to have floaters whenever there are less than 12 employees assigned to patrol duties. The POAM acknowledged that their final offer schedule would not allow floaters but was willing to allow floaters only if they were allowed to have an 84 hours work scheduled with its attendant 5% pay raises. This ended the bargaining since the City was not willing to incur that extra expense.

Small departments such as Manistee have to be innovative on scheduling, since unless there are at least 12 employees assigned to four three person squads it is impossible to regularly schedule two employees to be on duty every hour of the day. Scheduling is particularly difficult in a relative

senior workforce as in this department, since there are 7 employees who collectively have 1200 hours of vacation which equates to 100 shifts off every year. The panel was faced with a simple choice; grant the City's proposal that codifies the current work schedule which provides significant normalcy for most employees most of the time together with flexibility to allow employees to take vacation and for the City to provide police services at the times its considers appropriate, or grant the POAM proposal that will make the schedule totally inflexible and adversely impact the ability for employees to take vacations. The Panel improperly choose the POAM's proposal, which is not supported by the comparable communities, will cost the City significantly more in costs and will not eliminate employees working by themselves on occasion. This Award will not solve any scheduling problems and is not based upon the statutory criteria.<sup>29</sup>

**Vacations:** The analysis of the Chair that the proposal limits the carryover of vacation time is simply incorrect. The current agreement limits the carryover to 36 hours and then only when the employee cannot use the vacation through no fault of their own. The City's proposal increases this to 60 hours over the annual accrual. There is no additional restriction on scheduling vacation since the City currently has the right to grant or deny vacations based on its opinion that the time off does not unreasonably interfere with the efficient operation of the Department, the same language that is continued in the City proposal. There is a work requirement added to get a full vacation, but since paid time, overtime and even 45 days of WC will count virtually all employees will receive their full vacation unless they are off for significant periods of unpaid

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<sup>29</sup> In the event that the Act 312 Arbitrator had decided that this was a non-economic issue the Act 312 Panel could have created a schedule that reflected the realities of a small-town Police Department. The City made such a proposal during the June 2019 remand but the POAM was unwilling to agree to it unless they would also get scheduled for 84 hours every two weeks so they could get the extra 5% in compensation.

leave. It is reasonable to expect that employees will have to work a full year to get a full year of vacation and all other employees in the City are subject to such a requirement.

**Call -in Time:** The City proposal simply eliminates a bonus that no other employees get and encourages employees to work one minute over 4 hours in order to receive extra pay not tied to time worked. No comparable community provides that payment and the concept of “implementing such changes under such circumstances would negatively impact the bargaining relationship and the correlative welfare of the public” is a simple way of saying I need to give the union some issues. The bargaining relationship has already been significantly damaged by this proceeding and the union’s failure to bargain in good faith; so letting them win issues that have no support will only convince them to continue such behavior in the future.

**Sickness and Accident Plan:** The S&A plan is already in effect and is the City’s self-insured plan. Nothing in the plan contradicts the CBA language, except the City does not pay any premiums for it as incorrectly indicated in the current language. There are clarifications when someone is eligible, restrictions that are identical to what would be in a commercial plan. All other City employees have agreed to this language and the welfare of the public is not furthered by not clarifying the CBA language.

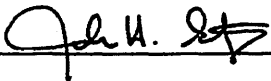
**Educational Reimbursement.** The current policy allows up to three employee each fiscal year to be reimbursed for “job related continuing college” for up to \$2500 per person. This amount was kept but reduced to two employees for fiscal reasons even though few employees are taking advantage of this program. It has always been up to the City to determine if a class is job related and the new language includes objective standards. Attainment of a C grade is a reasonable requirement and prior approval will eliminate disputes. This language was agreed to in bargaining and should have been accepted by the panel.

**Medical Insurance Reopener.** This concept is already included in the Section 14.5 and this needs to be changed as well for internal consistency.

**Work Period.** The Panel fails to understand that this applies only to FLSA overtime and the tour of duty concept just parallels statutory language, It sets the standard when FLSA overtime is due and has no bearing on the actual work schedule.

**Sergeant Wages:** There is no extra payment built into the Sergeant wages for public safety duties since not all Sergeants have any responsibilities in this area and those duties are already paid to qualifying individuals through Section 17.9 The Chair recognizes that 3.00% was too high but uses the faulty retroactivity analysis and the supposed health care increases to grant a larger than necessary increase.

June 28, 2019



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John H Gretzinger, City of Manistee Delegate

**Exhibit A**

**to**

**City Dissenting Opinion**

**City of Manistee  
-and-  
POAM/COAM**

**City Proposal of June 10, 2019  
(Six week work schedule)**

The City proposes to include the following new or revised sections to eliminate the one 8 hour shift that employees are regularly scheduled to work every two weeks:

**Section 12.1 Work Period**

The work period for employees shall consist of twenty-eight (28) consecutive days. The normal tours of duty for employees shall consist of one hundred sixty -eight (168) hours in a work period. These tours of duty shall be arranged in shifts by the Director of Public Safety and will normally consist of twelve (12) hour shifts.

**Section 12.2. Work Schedule.** The work schedule for police officers assigned patrol functions repeats every fourteen days, and has the employee working two days on, two days off, three days on, two days off, two days on followed by three days off; provided that once every six weeks employees will be provided with an additional day off work. These duty days will be twelve (12) hours in length. **The normal shifts will be from 0700 to 1900 (day shift) and from 1900 to 0700 (night shift); provided however that in the event there are less than twelve (12) police officers assigned patrol functions eight will work the normal shifts and schedule, but the remaining officers will be considered to be “float officers” who can work different shifts such as a 1300 to 0300 shift.** Police officers assigned to work non-patrol functions such as Detective or special functions will work a varying work schedule to meet Department needs but will be scheduled to work one hundred sixty (160) hours in each work period. A tentative six week schedule for full time employees working twelve hour shifts will be posted four weeks before the first day covered by that schedule. This tentative work schedule will have employees assigned seven working days of twelve hours in each of the fourteen day pay periods covered by that tentative schedule. Employees will be allowed seven days after the posting of the schedule to advise the City which one of their twelve hour shifts in the three pay periods covered by the tentative schedule they would prefer not to be scheduled to work. These requests will be honored in accordance with normal time off procedures; provided, however, that the City will assign the day that the employee will not be scheduled to work if an employee does not make a selection for their day not to be scheduled to work during that six week scheduling period, if the requested selection is a holiday, or if the requested selection cannot be honored without incurring overtime due to the City’s minimum staffing priorities. The final work schedule with employees scheduled for 84 hours of work in two of the pay periods covered by that schedule and 72 hours in the third pay period will be posted two weeks before the first day covered by that schedule. It is recognized that vacation, leaves of absence, or changes in personnel levels may necessitate schedule changes, in which case the Director of Public Safety will consult with the employees involved before making such changes and, in so far as practical, attempt to devise a schedule acceptable to the employees involved. The Director of Public Safety may make occasional changes in individual schedules for special situations and will endeavor to give at least three (3) days advance notice.

**Section 12.7. Overtime Premium Pay.** All employees shall be expected to work reasonable overtime upon request by the Employer. Time and one half (1½) the employee's regular straight-time rate of pay shall be paid for all hours worked in excess of one hundred sixty-eight (168) hours in a 28 day work period. For purposes of this section, hours worked include all hours compensated. In addition, time and one half (1½) the employee's regular straight-time rate of pay shall be paid for all hours worked in excess of twelve (12) in a day or on a scheduled day off.

**Section 12.10. Scheduling Other Compensatory Time.** The City pays employees every two weeks. The normal 12 hour work schedule results in two pay periods in which employees are scheduled for 84 hours of straight time work and one pay period in which employees are scheduled for 72 hours of straight time work. In order to accommodate the desire of employees to receive the same 80 hours straight time paycheck each pay period, employees will be paid for 80 hours and receive 4 hours of straight time compensatory time in any pay period in which they are scheduled to work 84 hours. In any pay period in which an employee is scheduled to work 72 hours of straight time work, employees will be paid for the 72 hours worked and will utilize the 8 hours of straight time compensatory time accrued in the previous 84 hour pay periods to maintain their same 80 hours straight time paycheck for that pay period.

**Exhibit B**

**to**

**City Dissenting Opinion**



Manistee City Police Department

JULY Schedule for 2019

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
<b>ADMIN</b>																															
Chief Kozal	D	D	D	D	D			D	D	D	D	D			D	D	D	D	D				D	D	D	D			D	D	D
Secretary																															
Det./Sgt. Glass	D	D	D	D	D			D	D	D	D	D			D	D	D	D	D				D	D	D	D			D	D	D
<b>DAYSHIFT (A&amp;B)</b>																															
Sgt. Schmeling (A)	D	D			V <sub>12</sub>	V <sub>12</sub>	V <sub>12</sub>			D	D				D	D				V <sub>12</sub>	V <sub>12</sub>	V <sub>12</sub>			D	D			D	D	
Ofc. VanSickle (A)	D	<del>D</del>			D	D	D			V	V				V	<del>V</del>				D	D	D			D	D			D	<del>D</del>	
Sgt. Bruce (B)			V	V				D	D			D	D	<del>D</del>			D	<del>D</del>					D	D			V	V	V		D
Ofc. Goodspeed (B)			D	D				D	<del>D</del>			V	V	V			D	<del>D</del>					D	D			D	D	D		D
Ofc. Haner (B)			D	D				<del>D</del>	D			D	D	D			<del>D</del>	D					D	D			D	D	D		<del>D</del>
<b>NIGHTSHIFT (A&amp;B)</b>																															
Ofc. Hallead (A)	N	N			N	N	N			N	<del>N</del>				N	N				N	N	N			N	<del>N</del>			N	N	
Ofc. Franckowiak (A)	N	3-3			N	N	3-3			<del>N</del>	N				N	3-3				N	N	3-3			<del>N</del>	N			N	3-3	
Ofc. Cook (B)			N	N				N	<del>N</del>			N	N	N			N	<del>N</del>					N	N			N	N	N		N
Ofc. Vasquez (B)			N	N				<del>N</del>	N			N	N	3-3			<del>N</del>	N					N	N			N	N	N		<del>N</del>

\* 5-20-19

Manistee City Police Department  
AUGUST Schedule for 2019

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
<b>ADMIN</b>																															
Chief Kozal	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D	
Secretary																															
Det./Sgt. Glass	D	D			D	D	D	D	D			D	D	D	D	D			D		D	D	D			D	D	D	D	D	
<b>DAYSHIFT (A&amp;B)</b>																															
Sgt. Schmeling (A)			V <sub>12</sub>	V <sub>12</sub>	V <sub>12</sub>			V <sub>12</sub>	V <sub>12</sub>			V <sub>12</sub>	V <sub>12</sub>			D	D	<del>80</del>			D	D				D	D			V <sub>12</sub>	V <sub>12</sub>
Ofc. VanSickle (A)			D	D	D			D	D			D	<del>80</del>			D	D	D			D	D				D	<del>80</del>			D	D
Sgt. Bruce (B)	D				D	D			D	D	<del>80</del>			D	D				D	D				D	D	<del>80</del>			V	V	
Ofc. Goodspeed (B)	<del>80</del>				D	D			V	V	V			D	<del>80</del>				D	D				D	D	D			D	<del>80</del>	
Ofc. Haner (B)	D				D	D			D	D	D			<del>80</del>	D				V	V				N	N	3-3			<del>80</del>	D	
<b>NIGHTSHIFT (A&amp;B)</b>																															
Ofc. Hallead (A)			N	N	N			N	<del>80</del>			N	N			N	N	N			N	<del>80</del>				N	N			N	N
Ofc. Franckowiak (A)			N	N	3-3			<del>80</del>	N			N	3-3			N	N	3-3			<del>80</del>	N				N	3-3			N	N
Ofc. Cook (B)	<del>80</del>				N	N			N	N	N			N	<del>80</del>				N	<del>80</del>				N	N	N			N	N	
Ofc. Vasquez (B)	N				N	N			N	N	3-3			<del>80</del>	N				<del>80</del>	N				V	V	V			3-3	3-3	

✱ 12-23-18

**Manistee City Police Department**  
**SEPTEMBER Schedule for 2019**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
<b>ADMIN</b>																														
Chief Kozal		D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D			D	
<b>Secretary</b>																														
Det./Sgt. Glass		D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D			D	
<b>DAYSHIFT (A&amp;B)</b>																														
Sgt. Schmelling (A)	<del>V</del>			D	D							V	V	V			D	D				D	D	<del>D</del>	<del>D</del>	D	D	<del>D</del>		
Ofc. VanSickle (A)	D			D	D				D	<del>D</del>			D	D	D			D	D			D	<del>D</del>			D	D	D		
Sgt. Bruce (B)		D	D			D	D	<del>D</del>	<del>D</del>	<del>D</del>	D	V	<del>V</del>			D	D				D	D	<del>D</del>						D	
Ofc. Goodspeed (B)		D	D			D	D	D			D	<del>D</del>	<del>D</del>			D	D				D	D	D		D	D			<del>D</del>	
Ofc. Haner (B)		D	D			D	D	<del>D</del>			N	3-3				N	N				N	N	3-3		<del>D</del>	D			D	
<b>NIGHTSHIFT (A&amp;B)</b>																														
Ofc. Hallead (A)	N			N	<del>N</del>				N	N			N	N	N			N	<del>N</del>			N	N			N	N	N		
Ofc. Franckowiak (A)	3-3			<del>N</del>	N				N	3-3			N	N	3-3			<del>N</del>	N			N	3-3			N	N	3-3		
Ofc. Cook (B)		N	N			N	N	N			V	V				V	V				V	V	V		N	<del>N</del>			N	
Ofc. Vasquez (B)		N	N			N	N	N			<del>N</del>	N				N	N				N	N	N		<del>N</del>	N			N	

*5-20-19*

Manistee City Police Department  
OCTOBER Schedule for 2019

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
<b>ADMIN</b>																															
Chief Kozal	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D
Secretary																															
Det./Sgt. Glass	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D
<b>DAYSHIFT (A&amp;B)</b>																															
Sgt. Schmeling (A)		D	D				D	D			D	D	<del>SD</del>			D	D				D	D			D	D	<del>SD</del>			D	D
Ofc. VanSickle (A)		D	D				D	<del>SD</del>			D	D	D			D	D				D	<del>SD</del>			D	D	D			D	D
Sgt. Bruce (B)	D			D	D	<del>SD</del>			D	D				D	D			D	D	<del>SD</del>			D	D				D	D		
Ofc. Goodspeed (B)	D			D	D	D			D	<del>SD</del>				D	D			D	D	D			D	<del>SD</del>				D	D		
Ofc. Haner (B)	D			D	D	D			<del>SD</del>	D				D	D			D	D	D			<del>SD</del>	D				D	D		
<b>NIGHTSHIFT (A&amp;B)</b>																															
Ofc. Hallead (A)		N	<del>SD</del>				N	N			N	N	N			N	<del>SD</del>				N	N			N	N	N			N	<del>SD</del>
Ofc. Franckowiak (A)		<del>SD</del>	N				N	3-3			N	N	3-3			<del>SD</del>	N				N	3-3			N	N	3-3			<del>SD</del>	N
Ofc. Cook (B)	N			N	N	N			N	<del>SD</del>				N	N			N	N	N			N	<del>SD</del>				N	N		
Ofc. Vasquez (B)	N			N	N	N			<del>SD</del>	N				N	N			N	N	N			<del>SD</del>	N				N	N		

12-26-18

**Manistee City Police Department**  
**NOVEMBER Schedule for 2019**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
<b>ADMIN</b>																														
Chief Kozal	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D	
Secretary																														
Det./Sgt. Glass	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D	
<b>DAYSHIFT (A&amp;B)</b>																														
Sgt. Schmeling (A)				D	D			D	D	<del>33</del>			D	D				D	D			D	D	<del>33</del>			D	$\frac{1}{2}$		
Ofc. VanSickle (A)				D	<del>33</del>			D	D	D			D	D				D	<del>33</del>			D	D	D			D	D		
Sgt. Bruce (B)	D	D	<del>33</del>			D	D				D	D			D	D	<del>33</del>			D	V				D	D			V	V
Ofc. Goodspeed (B)	D	D	D			D	<del>33</del>				D	D			D	D	D			D	<del>33</del>				D	D			D	D
Ofc. Haner (B)	D	D	<del>33</del>			N	<del>33</del>				N	N			N	N	N			<del>33</del>	D				D	D			D	D
<b>NIGHTSHIFT (A&amp;B)</b>																														
Ofc. Hallead (A)				N	N			N	N	N			N	<del>33</del>				N	N			N	N	N			N	<del>33</del>		
Ofc. Franckowiak (A)				N	<del>33</del>			N	N	<del>33</del>			<del>33</del>	N				N	<del>33</del>			N	N	<del>33</del>			<del>33</del>	N		
Ofc. Cook (B)	N	N	N			V	V				Y	V			V	V	V			N	N				<del>33</del>	N			N	N
Ofc. Vasquez (B)	N	N	N			<del>33</del>	N				N	N			N	N	N			<del>33</del>	<del>33</del>				N	N			N	N

*12-26-18*

**Manistee City Police Department**  
**DECEMBER Schedule for 2019**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
<b>ADMIN</b>																															
Chief Kozal		D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D
<b>Secretary</b>																															
Det./Sgt. Glass		D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D	D	D	D			D	D
<b>DAYSHIFT (A&amp;B)</b>																															
Sgt. Schmeling (A)		D	D			D	D	<del>3-3</del>			D	D				D	D			D	D	<del>3-3</del>			V	D				D	D
Ofc. VanSickle (A)		D	<del>3-3</del>			D	D	D			D	D				D	<del>3-3</del>			D	D	D			D	D				D	<del>3-3</del>
Sgt. Bruce (B)	V			D	D				D	D			D	D	<del>3-3</del>			D	D				V	V			V	V	V		
Ofc. Goodspeed (B)	D			D	<del>3-3</del>				D	D			D	D	D			V	V				V	V			D	D	D		
Ofc. Haner (B)	D			<del>3-3</del>	D				D	D			D	D	<del>3-3</del>			D	D				D	D			D	D	D		
<b>NIGHTSHIFT (A&amp;B)</b>																															
Ofc. Hallead (A)		N	N			N	N	N			N	<del>3-3</del>				N	N			N	N	N			N	<del>3-3</del>			N	N	
Ofc. Franckowiak (A)		N	3-3			N	N	3-3			<del>3-3</del>	N				N	3-3			N	N	3-3			<del>3-3</del>	N			N	3-3	
Ofc. Cook (B)	N			N	<del>3-3</del>				N	N			N	N	N			N	<del>3-3</del>				N	N			N	N	3-3		
Ofc. Vasquez (B)	N			<del>3-3</del>	N				N	N			N	N	N			<del>3-3</del>	N				N	N			N	N	N		

12-26-18

**Exhibit C**

**to**

**City Dissenting Opinion**

# City of Manistee

## Health Insurance Year Over Year - With HSA

July 1 to June 30

Health	BCBS 2014-2015		BCBS 2015-2016		BCBS 2016-2017		BCBS 2017-2018		Priority 2018-2019		Priority 2019-2020	
<b>Family</b>												
Premium	\$ 1,082.47		\$ 1,146.69		\$ 1,240.40		\$ 1,484.44		\$ 1,356.87		\$ 1,407.18	
City	\$ 885.47		\$ 943.69		\$ 1,037.40		\$ 1,161.44		\$ 1,106.87		\$ 1,157.18	
City HSA	\$ 250.00		\$ 250.00		\$ 250.00		\$ 250.00		\$ 250.00		\$ 250.00	
City Total	\$ 1,135.47	85.2%	\$ 1,193.69	85.5%	\$ 1,287.40	86.4%	\$ 1,411.44	81.4%	\$ 1,356.87	84.4%	\$ 1,407.18	84.9%
Employee	\$ 197.00	14.8%	\$ 203.00	14.5%	\$ 203.00	13.6%	\$ 323.00	18.6%	\$ 250.00	15.6%	\$ 250.00	15.1%
<b>Double</b>												
Premium	\$ 865.98		\$ 917.35		\$ 992.32		\$ 1,187.55		\$ 1,085.50		\$ 1,125.74	
City	\$ 700.98		\$ 748.35		\$ 823.32		\$ 922.55		\$ 878.50		\$ 918.74	
City HSA	\$ 250.00		\$ 250.00		\$ 250.00		\$ 250.00		\$ 250.00		\$ 250.00	
City Total	\$ 950.98	85.2%	\$ 998.35	85.5%	\$ 1,073.32	86.4%	\$ 1,172.55	81.6%	\$ 1,128.50	84.5%	\$ 1,168.74	85.0%
Employee	\$ 165.00	14.8%	\$ 169.00	14.5%	\$ 169.00	13.6%	\$ 265.00	18.4%	\$ 207.00	15.5%	\$ 207.00	15.0%
<b>Single</b>												
Premium	\$ 360.82		\$ 382.23		\$ 413.47		\$ 494.82		\$ 452.29		\$ 469.06	
City	\$ 286.82		\$ 307.23		\$ 337.47		\$ 379.82		\$ 361.29		\$ 378.06	
City HSA	\$ 125.00											
City Total	\$ 411.82	84.8%	\$ 307.23	80.4%	\$ 337.47	81.8%	\$ 379.82	76.8%	\$ 361.29	79.9%	\$ 378.06	80.6%
Employee	\$ 74.00	15.2%	\$ 75.00	19.6%	\$ 75.00	18.2%	\$ 115.00	23.2%	\$ 91.00	20.1%	\$ 91.00	19.4%

### Cumulative Cost Increase

Premium	HSA	Total City	Employee
\$324.71	\$-	\$271.71	\$ 53.00
30.0%	0.0%	23.9%	26.9%



<b>Dental</b>	<b>Delta 2014-2015</b>	<b>Delta 2015-2016</b>	<b>Delta 2016-2017</b>	<b>Delta 2017-2018</b>	<b>Delta 2018-2019</b>	<b>Delta 2019-2020</b>
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<b>Family</b>						
<b>Premium</b>	\$ 72.34	\$ 72.34	\$ 72.34	\$ 72.34	\$ 67.29	\$ 64.59
<b>Double</b>						
<b>Premium</b>	\$ 57.88	\$ 57.88	\$ 57.88	\$ 57.88	\$ 53.83	\$ 51.68
<b>Single</b>						
<b>Premium</b>	\$ 24.11	\$ 24.11	\$ 24.11	\$ 24.11	\$ 22.42	\$ 21.52

<b>Vision*</b>	<b>VSP Bundle 2014-2015</b>	<b>VSP Bundle 2015-2016</b>	<b>VSP Bundle 2016-2017</b>	<b>VSP Bundle 2017-2018</b>	<b>VSP 2018-2019</b>	<b>VSP 2019-2020</b>
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<b>Family</b>						
<b>Premium</b>	\$ 7.97	\$ 7.97	\$ 7.97	\$ 7.97	\$ 17.38	\$ 17.38
<b>Double</b>						
<b>Premium</b>	\$ 4.43	\$ 4.43	\$ 4.43	\$ 4.43	\$ 9.69	\$ 9.69
<b>Single</b>						
<b>Premium</b>	\$ 2.95	\$ 2.95	\$ 2.95	\$ 2.95	\$ 6.35	\$ 6.35

\* Vision is in a bundle which included other services such as Tela-Doc, Wellness, COBRA, Pricing Transparency @\$29.50 PEPM. Single vision cost was \$2.95 for vision only. Double and Family are estimated costs. Starting in 2019, Vision insurance was enhanced and bundle was dropped. Some bundled services included in Priority package.

Total	All 2014-2015	All 2015-2016	All 2016-2017	All 2017-2018	All 2018-2019	All 2019-2020
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**Cumulative Cost Increase**

**Family**

Premium	\$ 1,162.78	\$ 1,227.00	\$ 1,320.71	\$ 1,564.75	\$ 1,441.54	\$ 1,489.15
City	\$ 965.78	\$ 1,024.00	\$ 1,117.71	\$ 1,241.75	\$ 1,191.54	\$ 1,239.15
City HSA	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
City Total	\$ 1,215.78	86.1% \$ 1,274.00	86.3% \$ 1,367.71	87.1% \$ 1,491.75	82.2% \$ 1,441.54	85.2% \$ 1,489.15
Employee	\$ 197.00	13.9% \$ 203.00	13.7% \$ 203.00	12.9% \$ 323.00	17.8% \$ 250.00	14.8% \$ 250.00
					85.6%	14.4%

Premium	\$326.38	HSA	\$-	Total City	\$273.38	Employee	\$ 53.00
	28.1%		0%		22.5%		26.9%

**Double**

Premium	\$ 928.29	\$ 979.66	\$ 1,054.63	\$ 1,249.86	\$ 1,149.02	\$ 1,187.11
City	\$ 763.29	\$ 810.66	\$ 885.63	\$ 984.86	\$ 942.02	\$ 980.11
City HSA	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
City Total	\$ 1,013.29	86.0% \$ 1,060.66	86.3% \$ 1,135.63	87.0% \$ 1,234.86	82.3% \$ 1,192.02	85.2% \$ 1,230.11
Employee	\$ 165.00	14.0% \$ 169.00	13.7% \$ 169.00	13.0% \$ 265.00	17.7% \$ 207.00	14.8% \$ 207.00
					14.8%	14.4%

**Single**

Premium	\$ 387.88	\$ 409.29	\$ 440.53	\$ 521.88	\$ 481.06	\$ 496.93
City	\$ 313.88	\$ 334.29	\$ 364.53	\$ 406.88	\$ 390.06	\$ 405.93
City HSA	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
City Total	\$ 438.88	85.6% \$ 459.29	86.0% \$ 489.53	86.7% \$ 531.88	82.2% \$ 515.06	85.0% \$ 530.93
Employee	\$ 74.00	14.4% \$ 75.00	14.0% \$ 75.00	13.3% \$ 115.00	17.8% \$ 91.00	15.0% \$ 91.00
					15.0%	14.6%