

STATE OF MICHIGAN
DEPARTMENT OF LABOR

MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 COMPULSORY ARBITRATION PANEL

In the matter of:

CITY OF GREENVILLE

and

MERC NO: G86-D-397

MONTCALM COUNTY LODGE NO. 149

-----/
Panel:

Gerald E. Granadier, Chairman of the Panel
John H. Gretzinger, City Delegate
Randy Elzinga, Union Delegate

DECISION AND AWARD

These proceedings were commenced pursuant to the provisions of the Act entitled "COMPULSORY ARBITRATION OF LABOR DISPUTES, POLICEMEN AND FIREMEN, being Act 312 of the Public Acts of 1969, as amended, of the State of Michigan. This Decision and Award are made and entered pursuant to the provisions of said Act 312, as amended.

This Decision and Award is adopted as the Decision and Award of the Arbitration Panel hearing this matter by those members who affix their signatures hereto at the end of this Decision and Award.

STATUTORY MANDATE

MCLA 423.238 provides that "the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to submit to the arbitration panel and to each other its last offer of settlement on each economic issue. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic shall be

conclusive 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 proscribed in section 9."

MCLA 423.239 provides the factors upon which the arbitration panel shall base its findings, opinions and order. Those factors are as follows:

"(a) The lawful authority of the employer.

(b) Stipulations of the parties.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(d) Comparison of the wages, hours and conditions of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(i) In public employment in comparable communities.

(ii) In private employment in comparable communities.

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

(f) The overall compensation presently received by the employers, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

PRELIMINARY STATEMENT

It appears from the record that the parties commenced bargaining, proceeded to mediation conducted on February 12, 1987, and thereafter the Fraternal Order of Police, Montcalm County Lodge No. 149 requested Arbitration under Act 312 which was received by the Michigan Employment Relations Commission on February 18, 1987.

Notice of appointment as Chairman of the Panel of Arbitrators was made by letter dated April 23, 1987. The Chairman then contacted the parties to schedule a Pre-Arbitration Conference. The date so scheduled was May 27, 1987 to set the parameters of the matters in dispute, schedule pre-hearing conferences, agendas, rules of procedure and other matters. At this meeting it was determined that the issues which were unresolved in bargaining and mediation and which the parties intended to submit to arbitration were two in number, one economic (dental and optical reimbursement) and one non-economic (residency). The Chairman indicated that he would consider, if the parties so desired, to attempt to assist the parties to resolve the issues unresolved and outstanding. The parties indicated that they might desire the Chairman's assistance, but would, in any event, prepare for the formal hearing and submit, prior to that date, pre-hearing briefs and exhibits for the Chairman to examine and study. The

Chairman received those exhibits on or about September 15, 1987. It was agreed that formal Arbitration hearings would be held on September 17, 1987 and September 18, 1987 in the City of Greenville, and those days were so reserved and set aside for same by the Arbitration panel and the parties. The parties through diligent efforts and extreme devotion to the principles of negotiated collective bargaining were able to resolve the issues at the Arbitration Hearing on September 17th and 18th. The formal hearing was opened, statements were made upon the record, testimony was taken on September 17, 1987 and on September 18, 1987 the parties placed upon the record that they had reached agreement upon the issues and related matters. The parties indicated that they required an adjournment of thirty (30) days to reduce same to writing and such was granted. After such adjourned date the Chairman contacted the parties to determine the reasons he had not received such written agreement. The parties advised that they had been meeting to resolve certain matters and that a final meeting had been scheduled for October 30, 1987. Thereafter, on November 5, 1987, the Chairman received a "rough" signed copy of the "Stipulated Act 312 Arbitration Award". The Chairman was further advised that an agreement was being retyped in final form and would be circulated for appropriate signatures. Said final Stipulation was received by the Chairman on November 24, 1987 and is incorporated fully herein in form and substance by attachment hereto. The parties have indicated that their signatures to the Stipulation attached shall constitute and be in substitution of any requirement of signatures to this report as prepared and signed by the Chairman.

AWARD

See attached Stipulated Award.

CONCLUSION

During these proceedings and negotiations, the Chairman was greatly aided and impressed with the advocacy and counsel of Mr. John H. Gretzinger for the City and Mr. Dan E. Hankins for the Union.

The parties have indicated that their signatures to the Stipulation attached shall constitute and be in substitution thereof any requirement of signatures to this report and Award as prepared and signed by the Chairman. Accordingly the above and attached constitute the complete Award by this Act 312 Arbitration panel. The Arbitration Panel retains no further jurisdiction.


GERALD E. GRANADLER, Chairman

Dated: November 24, 1987

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF ARBITRATION
BETWEEN:

THE CITY OF GREENVILLE,

MERC Case No. G86 D-397

- and -

FRATERNAL ORDER OF POLICE,
MONTCALM COUNTY LODGE #149,
GREENVILLE PUBLIC SAFETY
DEPARTMENT DIVISION,

STIPULATED ACT 312 ARBITRATION AWARD

Now comes the City of Greenville and the Fraternal Order of Police, Montcalm County Lodge #149, Greenville Public Safety Department Division, and stipulate pursuant to Section 10 of 1969 P.A. 312; MCLA 423.240, that the collective bargaining agreement effective on July 1, 1986 through June 30, 1990 shall contain the following language.

1. Modify Article I, Section 2. Definitions so that the definition of "day" will read as follows:

"Day" shall mean a normal tour of duty unless otherwise specified. A normal tour of duty shall constitute an eight and one-half (8 1/2) hour shift of duty, except that part-time dispatcher(s) and downtown foot patrol officer(s) shall have a normal tour of duty of eight (8) hour shifts.

2. Modify Article II, Section 4, Volunteer Fire Fighters to read as follows:

Section 4. Volunteer Fire Fighters. The Employer agrees it will not utilize Volunteer Fire Fighters on a regular eight and one-half (8 1/2) hour shift in the Fire Division if a full-time employee in the Division is on layoff. The Employer reserves the right to continue using volunteers in all other circumstances.

3. Modify Article IX, Section 2. Pass Day Credits to read as follows:

Section 2. Pass Day Credits. Police Operations Division, Fire Operations Division and Dispatch employees covered hereby earn twenty-one (21) pass days every sixty-three (63) days they are employed by the City.

4. Article VI, Hours and Rates of Pay, Section 1, Work Scheduled, shall be changed to read as follows:

The hours for all employees shall be the present nine (9) week cycle during which employees rotate shifts and the employees are scheduled to work six (6) eight and one-half (8-1/2) hour days and be off duty for three (3) days. Within the Fire Operations Division, the hours of a work day shall be changed to a nine (9) week cycle during which employees rotate shifts and the employees are scheduled to work six (6) eight and one-half (8-1/2) hour days and be off duty for three (3) days. The hours of a work day for part-time dispatcher and downtown foot patrol officer shall remain eight (8) hour shifts.

5. Article VI, Hours and Rates of Pay, Section 8, Starting Times, shall be changed to read as follows:

Within all Divisions (including the Police Operations Division and the Fire Operations Division), the normal shift starting times will be 12:00 midnight, 8:00 a.m. and 4:00 p.m., provided that at the time the shifts are rotated the second officer on the shift may be scheduled to begin his/her shift between 11:30 p.m. and 1:00 a.m., 7:00 a.m. and 9:00 a.m., and 3:00 p.m. and 5:00 p.m., respectively, which starting time may be changed (within the above-mentioned hours), on forty-eight (48) hours advance notice.

6. Article VI, Hours and Rates of Pay, Section 9, Working Out of Classification, will remain the same. Senior Patrolmen will continue to receive working out of classification pay when the Police Operations Sergeant is not available. Fire Operations Sergeants shall not operate as Shift Sergeants in Police Operations.

7. Modify Article VIII, Section 10. Dental and Optical Reimbursement to read as follows:

Section 10. Dental and Optical Reimbursement. Effective January 1, 1990, and each year thereafter, the Employer will reimburse employees for proven dental and optical expenses (paid bill or cancelled check) not to exceed \$200 in any contract year for the employee, spouse, and children. In the event that an employee does not utilize his/her reimbursement of \$200 in any contract year (July 1 to June 30), said dental and optical reimbursement account shall be accumulated into the following

contract year. Part-time employees shall be eligible for a minimum of fifty percent (50%) of the \$200 or the greater amount in proportion to their hours worked.

8. Modify Article IX, Leave Days, Section 7, Sick Leave Fire Operations Division to read as follows:

(a) Each full-time employee will accumulate sick leave with pay at the rate of one (1) working day each full month of employment.

(b) Sick leave will accumulate to one hundred twenty (120) days. At the end of each calendar year, each employee shall be paid for fifty percent (50%) of all unused sick leave above the amount allowed to be accumulated by the employee. Upon death or retirement, each employee shall receive pay for one hundred percent (100%) of the accumulated sick leave at his/her regular rate of pay.

(c) An employee eligible for sick leave may use such leave upon approval of the Director of Public Safety when it is established that the employee is incapacitated for the safe performance of duty because of illness or injury. An employee taking sick leave shall inform his immediate supervisor of the fact and the reason therefor as soon as possible, and failure to do so within a reasonable time may be cause for denial of pay for the period of the absence.

(d) Medical certification will not generally be required to substantiate sick leave of absence of three (3) consecutive working days or less; however, medical authorization may be required at the discretion of the Employer, for each absence, regardless of duration, if the Employer has reason to believe the employee is abusing the sick leave privilege. Falsification of the medical certificate or falsely stating the reasons for the absence shall constitute just cause for discipline up to and including dismissal.

(e) Before an employee absent from his duties for five (5) consecutive days returns to work, he shall satisfy the employer that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind and the Employer is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, final resolution binding on both parties shall be a report of a committee, consisting of three

(3) physicians, one of whom shall be selected by the Employer, one by the employee and the third by the first two physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the Employer and the Union.

9. Modify Article IX, Leave Days, Section 9, Funeral Leave Fire Operations Division to read as follows:

Upon notice to the Director of Public Safety, leave shall be given to attend the funeral or attend to and care for the personal matters when death occurs in the employee's immediate family according to the following schedule:

Spouse, children, father, mother, sister, brother,
father-in-law, mother-in-law, sister-in-law,
brother-in-law, daughter-in-law, son-in-law - Three
(3) days.

Grandparents, grandchildren, aunts, uncles, nieces,
nephews - One (1) day.

If additional time is necessary over the days above provided for the death in the immediate family, it may be granted, with permission from the Director of Public Safety or his designee and be charged to vacation or sick leave.

10. Modify Article X, Section 6 Vacation Rates Fire Operation Division to read as follows:

All permanent full-time employees shall be entitled to the following vacations with pay:

One-half ($\frac{1}{2}$) day for each full month during the first (1st) calendar year of employment.

Twelve (12) shift days per year beginning with the second (2nd) calendar year of employment.

Fourteen (14) shift days per year beginning with the fifth (5th) calendar year of employment.

Nineteen (19) shift days per year beginning with the eleventh (11th) year of employment.

Twenty-Four (24) shift days per year beginning with the twenty-first (21st) calendar year of employment.

11. Modify Article XI, Section 2 Holiday Use, Fire Operations Division to read as follows:

All full-time employees who are employed on the designated holidays shall receive eight (8) or four (4) hours pay for such holidays, such amount to be paid on or about December 1 following the holidays. Effective January 1, 1990, employees eligible for holiday pay (full-time and part-time) who work on the holidays recognized under this Agreement shall receive time and one-half ($1\frac{1}{2}$) times their straight time hourly rate for all hours worked, plus holiday pay of that employee's work day. (Example: An employee who works on a holiday who has a work day of eight (8) hours shall receive eight (8) hours holiday pay plus time and one-half ($1\frac{1}{2}$) for all hours worked. If the employee works eight (8) hours, the employee shall receive twenty (20) hours at his/her straight time hourly rate.)

12. Modify Article XVII, Section 10 Residency Requirement to read as follows:

Section 10. Residency Requirement. All full time non-probationary employees are required to establish and maintain their domicile and their primary residence within the City of Greenville or the Township of Eureka as a condition of continued employment. Employees living outside the City of Greenville or Eureka Township as of September 18, 1987 are required to move into the City of Greenville or Eureka Township if they move from their current residence, but are not otherwise required to move into the City of Greenville or Eureka Township.

13. Appendix A, Wages. The base wages of the personnel assigned to the Fire Operations Division shall remain as set forth in Appendix A except for the straight time and overtime rates which shall be changed to conform with those of the Police Operations Division personnel since both Divisions will be working the same number of hours per contract year.

14. The changes called for by this award will require conversion of sick leave credits, vacation credits, holiday pay and compensatory time. The parties will enter into a Letter of Understanding regarding these issues which incorporates the following concepts:

(a) Sick leave credited to former Fire Division employees will be converted to appropriate rates for eight and one-half ($8\frac{1}{2}$) hour shifts. All sick leave credited after January 16, 1988, shall be at the new rates.

(b) All vacation accruals for former Fire Operations Division employees after January 16, 1988, shall be credited in accordance with the Police Operations Division schedule. In addition, all accrued but unused vacation for former Fire Operations Divisions as of January 16, 1988, shall be converted to appropriate levels for eight and one-half (8½) hour shifts.

(c) Former Fire Operations Division employees shall receive pay for those holidays that occurred between January 1, 1987, and November 30, 1987, on the first pay in December. All holidays occurring after November 30, 1987, shall be in accordance with the remaining provisions of the collective bargaining agreement.

(d) The amount of accrued compensatory time as of January 16, 1988, shall be converted to appropriate levels for eight and one-half (8½) hour shifts.

THE CITY OF GREENVILLE

FRATERNAL ORDER OF POLICE,
MONTCALM COUNTY LODGE #149
GREENVILLE PUBLIC SAFETY
DEPARTMENT DIVISION

Paul J. Lee

David R. Moore

Mark T. Lee

Reverend W. Lee