

1888

RECEIVED

1

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
SECOND SUPPLEMENTAL DECISION

1985 MAR 22 AM 9:14

FILED IN 100-100000-100000

\*\*\*\*\*

In the Matter of the Arbitration between

MONROE COUNTY

-and-

FRATERNAL ORDER OF POLICE

MERC ACT 312 Case Number D83 A-86

\*\*\*\*\*

Background:

On November 28, 1984 an Opinion and Award was rendered in this matter. In that decision, the Chairman retained jurisdiction to entertain further arguments, if necessary, regarding the addition of language to the contract requiring that due process and just cause be present before discipline may be imposed.

Thereafter, the Delegates to the panel informed the Chairman, in writing, that the parties had been unsuccessful in reaching mutually acceptable language:

On December 21, 1984, a Supplemental Decision in this matter was issued by the Chairman further clarifying the earlier award.

The Supplemental Decision stated, "That just cause language shall extent [sic] only to matters of discipline."

Again, with this further guidance, the parties were "directed to negotiate mutually agreeable language consistent with this Award." In the event such agreement was not forthcoming, the parties were "directed to submit language which the Panel can consider in setting forth the language to be used in the contract."

Thereafter the parties submitted their respective positions regarding the outstanding issue. The Union continues to seek language which was adopted by a panel chaired by David S. Tanzman. That language stated, in relevant part:

Included in the rights of the Sheriff and/or the county, is the right to remove, demote, discipline, and discharge for just cause only, thus giving reasonable assurance that continuity of employment is based upon performance of available work assignments, and adherence to reasonable rules of conduct, and not personal, political preferences, arbitrary actions, or other unreasonable yardsticks for disciplinary considerations."

The Employer, by letter dated January 8, 1985, offered that the current agreement between the parties contains language

permitting suspension and discharge for just cause only. That language states:

Section 3.31 "In addition to all such rights conferred by law, the County and the Sheriff reserve the right to manage its affairs efficiently and economically, including, but not by way of limitation, the rights . . . . to suspend or discharge for just cause . . . ."

This language, the Employer asserts, is sufficient to bring just cause principles within the contract in keeping with the panel's earlier Award.

#### DISCUSSION

For the reasons set forth in the Supplemental Award, the Panel, member Bowron dissenting, has determined that the just cause principle ought to be limited to matters of discipline and ought not, as is urged in the Union's proposed language, to apply to other non-disciplinary decisions of the Employer.

The Employer has stated that, "The practical reality is that any such [disciplinary] action is invariably subject to the grievance procedure as defined in the collective bargaining agreement".


Given the fact that the current language of the agreement requires that just cause be present for suspension and discharge and, given the Employer's assurance that other discipline matters are subject to the grievance procedure, the Panel finds that the current contract language appropriately addresses the issue of

just cause. Accordingly, no further language need be added to the contract.

Inasmuch as all outstanding issues have been resolved, this arbitration is closed.

Respectfully Submitted,

  
Robert A. McCormick  
Chairman

  
Eljay Bowron  
Union Delegate *Dissent*

\_\_\_\_\_  
Clayton Charron  
County Delegate

Dated:

Detroit, Michigan