

3/8/73
ARB

Lansing City of

STATE OF MICHIGAN
ARBITRATION UNDER ACT NO. 312
PUBLIC ACTS OF 1969

In the Matter of the Statutory Arbitration between

FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE NUMBER 141

-and-

Non-Supervisory Police
and Parks Department
Security Police

CITY OF LANSING, MICHIGAN

3/8/73 Alan Walt

PARTIAL OPINION AND ORDERS

This arbitration is pursuant to Act No. 312, Public Acts of 1969, providing binding arbitration for the determination of unresolved contractual issues in municipal police and fire departments.

By letter from the Employment Relations Commission dated October 5, 1972, Alan Walt was appointed Chairman of the Panel of Arbitrators. Mr. Daniel Bodwin and Mr. Paul Wiegman were designated as the City and Union representatives, respectively, to the panel. Hearings were held November 3 and December 29, 1972, and January 19, 22, and February 19, 1973.

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Walt, Alan

As a result of continuing negotiations, the parties have been able to agree on a two-year salary schedule as well as contractual provisions pertaining to vacation leave and leave days, and they have requested the arbitration panel issue orders in these areas prior to the presentation of additional unresolved issues. The parties were not able to agree, however, on the commencement date of vacations for scheduling purposes and this matter was resolved by the Arbitration Panel at its meeting of February 14, 1973.

LEAVE DAYS

Pursuant to the agreement of the parties as stipulated in open hearing on February 19, 1973, the following Order providing contract language on the issue of Leave Days is entered:

ORDER

ARTICLE X - LEAVE DAYS

Section 1. Definition. Because policemen are required to work regardless of calendar weekends i.e., Saturdays and Sundays, the City grants days off in lieu thereof and refers to these days as "Leave Days."

Section 2. Number. Employees covered hereby, earn leave days each month they are employed by the City, according to the following, monthly schedule for a total of 104 leave days each year.

<u>MONTH</u>	<u>EARNED LEAVE DAYS</u>
January	9
February	9
March	9
April	8
May	9
June	8
July	9
August	9
September	8
October	9
November	8
December	9

In addition to the leave days provided in the above paragraph, each employee shall receive three (3) additional leave days each calendar year effective January 1, 1973.

Section 3. Scheduling. Leave days, pursuant to Section 2 of this Article shall be taken subject to management approval.

Section 4. Changing. Employees covered hereby, may change a leave day after the schedule has been posted, if they receive permission from the management representative who is in charge of scheduling.

Section 5. Employees who are eligible for vaction, as provided for in Article XI of this Agreement, may, with management approval, which shall not be unreasonably denied, take leave days in conjunction with their vacation as more fully described in Article XI, Section 7.

Section 6. Emergencies and Discipline. Leave days as herein provided for, may be postponed for emergency or subpoena purposes, excluding civil, but leave days so postponed may be taken at a later date subject to management approval. Leave days may also be cancelled by the Chief of Police only as a form of disciplinary action.

VACATION LEAVE

Pursuant to the agreement of the parties as stipulated in open hearing on February 19, 1973, the following Order providing contract language on the issue of Vacation Leaves is entered:

ORDER

ARTICLE XI - VACATION LEAVE

Section 1. Beginning with the first anniversary of an employee's date of hire, and beginning with January 1st of each year thereafter, employees without a break in service and covered hereby shall be eligible for a vacation with pay as follows:

<u>Length of Service</u>	<u>Annual Vacation Leave</u>
1 but less than 10	11 work days
10 but less than 15	15 work days
15 years or more	20 work days

Section 2. Vacation leave credit shall be based on length of continuous service. No vacation leave shall be earned by any employee during a leave of absence without pay.

Section 3. Vacation leave shall be paid at the authorized regular rate of pay being earned at the time the vacation is taken. Employees who are leaving the service of the City for any reason and are entitled to receive payment for accrued vacation time, shall receive such payment based on their regular rate of pay earned during their last pay period of active service. If an employee leaves the service of the City before completing one year of service, no accrued vacation leave will be allowed. An employee who has served over one year shall be paid for any accrued vacation due on leaving the service of the City.

Section 4. Vacation leave credit shall accrue from the date an employee enters the service of the City. Vacation leave shall be granted to employees covered hereby, by the management representative of the Police Department who is in charge of scheduling vacations and such vacations will be granted at such times as they will least interfere with the efficient operation of the Police Department, with due regard for the expressed preference of the employee concerned. Seniority shall be observed if all vacation requests for a particular period cannot be honored.

Section 5. January 1st shall be the beginning of the year for vacations. Requests shall be made 30 days prior to vacations and not later than March 1. Vacations shall be taken in increments of at least five (5) work days, subject to the approval of the management representative of the Police Department who is responsible for scheduling vacations. Approval shall not be unreasonably denied.

Section 6. Unused vacation leave, not to exceed five (5) work days may be carried over from one year to the next, if occasions arise which would prevent an employee from taking his earned vacation. One complete vacation leave may include authorized carryover from the previous year, but no carryover may take place without the written approval of the Chief of Police.

Section 7. Where possible, all vacations shall start on Saturdays. Vacation days and leave days may be coupled upon mutual agreement between the employee involved and the Chief of Police, or his designated representative.

EFFECTIVE DATE OF VACATION SCHEDULE

The last contract between the parties expired June 30, 1972, and provided:

"Beginning with the first anniversary of an employee's date of hire, and beginning with January 1st of each year thereafter, employees without a break in service and covered hereby shall be eligible for a vacation with pay as follows:"

Section 5 of Article XI of that agreement also provided: "January 1st shall be the beginning of the year for vacations."

The Union argues that historically, all vacations in the department have been scheduled on a calendar year basis and that the prior labor agreement recognized January 1 as the date from which vacations would be scheduled each year. The Union further submits it has been the practice for officers to request and schedule vacations as early as January each year.

The City submits that vacation scheduling cannot be effective prior to July 1, 1973 because of the July 1 - June 30 fiscal year and the fact that no provision has been made to fund the increased vacation schedule now agreed to by the parties. Furthermore, it is the clear contemplation of Act 312 that, except for wages, all benefits awarded by the Arbitration Panel will be first effective at the beginning of the fiscal year next ensuing, or July 1, 1973.

FINDINGS

In considering the practice existing between the parties and the language of the prior collective bargaining agreement, there can be no question that vacations always have been scheduled from January 1 in each calendar year. True, the City has funded such schedules under allocations included in its budget effective July 1 of the preceding year but if the members of the bargaining unit are compelled to wait until July 1, 1973 before any vacations can be scheduled, 6 months of vacation scheduling will have been lost. Such result would be highly inequitable in light of the extant vacation scheduling practice between the parties.

ORDER

That vacations shall be scheduled in accordance with the provisions of Article XI of the contract from and after January 1, 1973.

SALARY SCHEDULE

Pursuant to agreements of the parties as stipulated in open hearing on December 29, 1972, the following salary schedule is ordered into effect immediately.

ORDER

Effective July 1, 1972 and retroactive to that date, wages for patrolmen and all

Level I employees will be \$12,460; Level II-A employees \$13,075; Level III employees \$13,690. All Level I employees not at the top rate will have their steps increased by \$460.

Effective July 1, 1973, wages for patrolmen and all Level I employees will be \$13,145; Level II-A employees \$13,670; Level III employees \$14,238. All Level I employees who are not at the top rate will have their steps increased \$685.

CONTINUING CONTRACT PROVISIONS

The parties are in agreement that all provisions of the last collective bargaining agreement which expires June 30, 1972 shall be continued unless expressly altered or modified herein or in the subsequent Orders of the Arbitration Panel.

ORDER

That all provisions of the collective bargaining agreement which terminated June 30, 1972 shall continue in full force and effect except as altered or modified herein or subsequently by the Orders of this Arbitration Panel.

THE ARBITRATION OPINION

This opinion has been prepared by the Arbitration Panel Chairman and represents his analysis of the record. The Arbitration Panel has met in executive session to discuss and review the

respective positions of the parties, and the City and Union panelists concur and dissent in the preceding Orders as follows:

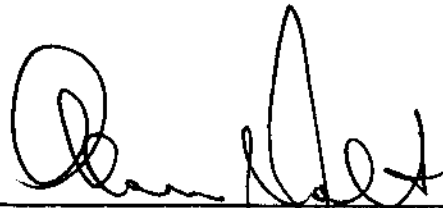
Orders on which the Arbitration Panel unanimously agree are:

Vacation Leave; Leave Days; Salary Schedule;
and Continuing Contract Provisions.

The Panel Chairman and the Union delegate concur and the City delegate dissents on the following Order:

Effective Date of Vacation Schedule.

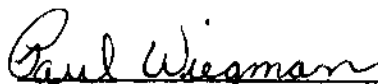
In appending his signature hereto, each panelist indicates his concurrence or dissent in the Orders herein as indicated in the preceding paragraphs.



Alan Walt
Arbitration Panel Chairman



Daniel Bodwin
City Panelist



Paul Wiegman
Union Panelist

DATED: March 8, 1973