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East Lansing City of

STATE OF MICHIGAN  
STATUTORY LABOR ARBITRATION TRIBUNAL

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In the Matter of an Arbitration between:

CITY OF EAST LANSING,

and

CAPITOL CITY LODGE, 141, FRATERNAL  
ORDER OF POLICE (NON-SUPERVISORY DIVISION)

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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
LANSING, MICHIGAN

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OPINION AND AWARD

Chairman of Arbitration Panel: James R. McCormick

City Delegate: Arthur Carney

FOP Delegate: Gary Howell

Representing FOP: George V. Warren, Esq.

Representing City: Theodore J. Tierney, Esq.

Hearings Held: April 12, 21 and 22, 1976 at East Lansing, Michigan.

Briefs Received: May 24 and 25, 1976.

Executive Meeting of Arbitration Panel: June 1, 1976 at Lansing,  
Michigan

Opinion and Award Issued: June 9, 1976.

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I. STATEMENT OF THE CASE:

This matter came on for hearing before a panel of arbitration appointed pursuant to the terms of Act 312 of the Public Acts of 1969, as amended, for the purpose of hearing and deciding unresolved issues in a new contract dispute between the above-captioned parties. Pursuant to the statute James R. McCormick was appointed by the Chairman of the Michigan Employment Relations Commission to serve as Chairman of the Arbitration Panel. The City designated its Assistant City Manager Arthur Carney as its delegate to the panel. The FOP designated Corporal Gary Howell as its delegate to the panel. So constituted, the Panel conducted

evidentiary hearings on April 12, 21 and 22, 1976 at East Lansing, Michigan. During these extensive hearings several hundred pages of testimony was taken from numerous witnesses and a mass of documentary evidence was presented by the parties. Before the conclusion of the hearing the panel unanimously indicated to the parties that it deemed all sixteen outstanding issues to be economic issues within the meaning of Act 312. The panel formally identified each of the sixteen issues and divided some of said issues into sub-issues permitting separate findings and awards thereon. The parties concurred, through their counsel, with the aforesaid identification of the economic issues in dispute.

On April 29, 1976 each of the parties mailed to the opposite party and to the Chairman of the Arbitration Panel its last best offer on each of the identified economic issues. On or about May 11, 1976 the final installment of the transcript was received by counsel for the respective parties. Thereafter on May 24 and 25, 1976 the Chairman of the Arbitration Panel received comprehensive post-hearing briefs from counsel for each of the parties. On June 1, 1976 the Arbitration Panel convened in executive session in Lansing, Michigan to consider the evidence and the arguments in support of the last best offers of the parties on each of the issues. At the conclusion of said session the panel delegated to the Chairman the responsibility of preparing an Opinion and Award incorporating the majority view of the panel on each of the issues. It should be understood that the panel members representing the City and the FOP each disagreed with certain of the findings and awards set forth hereinafter. Each generally supported the last best offers of the party by whom he was appointed to the panel. Accordingly, the signature of either of the partisan panel members at the conclusion of this Opinion and Award does not represent a concurrence in each and every element of the final Award but does constitute a recognition that there existed a majority vote in support of each item contained in the final Award.

## II. BACKGROUND:

The City and the FOP were signatory to a Collective Bargaining Agreement with an expiration date of June 30, 1975. On May 1, 1975 the parties commenced negotiations for a new contract. In due course mediation of the dispute took place and a demand was made for interest arbitration under the terms of Act 312 of the Public Acts of 1969, as amended. On December 23, 1975 the Michigan Employment Relations Commission appointed James R. McCormick to serve as neutral Chairman of the Arbitration Panel, and the respective parties thereafter appointed partisan members to the Panel. No issue with respect to the proper appointment or constitution of the Arbitration Panel was raised during the course of these proceedings. Neither was any question concerning the arbitrability of the dispute raised by the City or by the FOP.

Prior to the convening of the arbitration proceedings in April, 1976 all non-economic issues were resolved. With possible minor exceptions the economic issues were all still unresolved. The City's last best offer represented substantial improvement in a number of areas. In some instances the Award rendered by this Arbitration Panel adopts City offers which represent major gains. Accordingly, the resolution of a particular issue in favor of the City and against the position of the FOP should not necessarily be construed as a vindication of the City position as it existed during the earlier bargaining sessions in 1975. In some of these instances the acceptance of the City's last best offer simply means that the City, acting under the intentional pressures generated by the last best offer procedure, has made a highly competitive, even generous offer which is entitled to acceptance and which is more consistent with the proofs in the case than the more costly final position of the FOP. This is particularly true as to the Award on wages for each of the two years of the contract. In recognition of the political realities of collective bargaining, which are within the purview of Section 9 of Act 312, the Panel has sought to grant certain less costly items as per the FOP final position, specifically, because the City has prevailed on the major money issues.

### III. LAST BEST OFFERS:

Subsequent to the evidentiary hearings the parties simultaneously exchanged their last best offers on each of the outstanding economic issues. For convenience the issues are set forth in numerical order, with a recitation of the provision, if any, in the old contract, followed by the City's last best offer and the FOP's final position.

#### ISSUE 1: Scheduling

##### A. Current Provision: ARTICLE IX, Section IV

A shift schedule will be posted once every 30 days indicating the normal work day for every member of the bargaining unit. (Said schedule shall be posted at least five days prior to its effective date). Changes may be made in the posted shift schedule by the Police Chief as may be required to meet the needs of the department.

##### B. City's Last Best Offer:

No Change

##### C. FOP'S Final Position:

The City must give five (5) days' notice before changing a member's posted shift schedule.

#### ISSUE 2: Wages and Duration

##### A. City's Last Best Offer:

(1) Duration: A two-year contract commencing July 1, 1975 and ending June 30, 1977.

(2) Wage Increase: July 1, 1975 to June 30, 1976 --8%  
July 1, 1976 to June 30, 1977--7.5%

Classification	Rate as of 7-1-74	Rate as of 7-1-75	Amount of Change	Rate as of 7-1-76	Amount of Change
Trainee	\$9,585	\$10,355	\$ 770	\$11,135	\$ 780
Patrolman					
Minimum	9,785	10,570	785	11,365	795
6 months	9,980	10,780	800	11,590	810
1 year	10,585	11,435	850	12,295	860
2 years	11,230	12,130	900	13,040	910
3 years	12,160	13,135	975	14,120	985
4 years	13,420	14,495	1,075	15,585	1,090
Detective	14,240	15,380	1,140	16,535	1,155
Corporal	14,240	15,380	1,140	16,535	1,155

- B. as evident from the offer, wages are retroactive to July 1, 1975. Retroactivity applies to the base wage rate only, and is not an offer to increase retroactively overtime compensation or any other benefit or premium related to the wage rate.

C. FOP's Final Position:

- The labor agreement shall be in force and effect from 12:01 a.m. on July 1, 1975, to and including 11:59 p.m. on June 30, 1977.

With an increase of 8.5% per annum, the new wage scale for the first year of the contract, i.e. July 1, 1975, to June 30, 1976, shall be:

Minimum	\$10,617
6 mos.	10,828
1 year	11,485
2 years	12,185
3 years	13,194
4 years	14,561
Detective/Corporal	15,450

With an increase of 9.5% per annum, the new wage scale for the second year of the contract, i.e. July 1, 1976 to June 30, 1977, shall be:

Minimum	\$11,626
6 mos.	11,857
1 year	12,576
2 years	13,343
3 years	14,447
4 years	15,944
Detective/Corporal	16,918

ISSUE 3: Vacation

A. Current Provision: ARTICLE XI, Section III

<u>Length of Service</u>	<u>Vacation Allowance</u>
6 mos. to 1 year	5 working days
1 year to 10 years	10 working days
10 years to 15 years	15 working days
15 or more years	20 working days

B. City's Last Best Offer:

<u>Length of Service</u>	<u>Vacation Allowance</u>
6 months to 1 year	5 working days
1 year to 5 years	11 working days
5 years to 10 years	12 working days
10 years to 15 years	16 working days
15 years or more	21 working days

- C. City's offer is to commence prospectively with the second year of the contract, July 1, 1976 (not retroactive to July 1, 1975).

D. FOP's Final Position:

6 mos. to 1 year	10 days
1 year to 2 years	11 days
2 years to 3 years	12 days
3 years to 4 years	13 days
4 years to 5 years	14 days
	: per year

5 years to 6 years	15 days
6 years to 7 years	16 days
7 years to 8 years	17 days
8 years to 9 years	18 days
9 years to 10 years	19 days
	: per year

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10 years and over                      20 days per year

ISSUE 4: Pass Days

A. Current Provision: Article X, Section II

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

B. City's Last Best Offer:

No change.

C. FOP's Final Positions:

Each member shall receive two (2) additional pass days per year. Each of these days may be taken separately at a convenient time for the member, with the prior approval of the East Lansing Police Department.

ISSUE 5: Personal Leave

A. Current Provision:

None.

B. City's Last Best Offer:

One personal leave day per year to be used in increments of no less than 2 hours duration.

C. City's offer is to commence prospectively with the second year of the contract, July 1, 1976 (not retroactive to July 1, 1975).

D. FOP's Final Position:

Each member shall receive two (2) additional personal leave days per year. A member may use each of these days in two-hour increments if the member so desires.

## ISSUE 6: Holidays

### A. Current Provision: ARTICLE XIII

The following are designated by the employer as holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and half day Christmas Eve Day.

\* \* \*

In lieu of receiving the designated holidays, employees covered hereby who are on a rotating shift are entitled to receive an extra day off for each authorized holiday whether such holiday is worked or not. The employee, at his option, may elect to receive either a day off or the sum of \$40.00 in lieu of each of the designated holidays, except for the half day in which case the employee may elect to receive either a half day off or the sum of \$20.00 \* \* \*

### B. City's Last Best Offer:

An additional half-day holiday on Christmas Eve Day making the entire day a holiday. As a result, the following clause will be dropped from the second paragraph quoted above: 'except for the half day in which case the employee may elect to receive either a half day off or the sum of \$20.00

### C. City's offer is to commence prospectively with the second year of the contract, July 1, 1976 (not retroactive to July 1, 1975).

### D. FOP's Final Position:

If a member of the bargaining unit does not work on the holiday but is on a rotating shift, the member shall receive another day off; if the member does not work on the holiday and is not on a rotating shift, the member shall be off on the holiday.

If a member of the bargaining unit works on a scheduled holiday, the member shall receive pay at time and one-half his regular hourly rate for all hours so worked on the holiday, plus another day off.

All members of the bargaining unit shall receive an additional one-half day as a half-holiday on Christmas Eve.

## ISSUE 7: Shift Premium

### A. Current Provision:

None.

### B. City's Last Best Offer:

No change.

### C. FOP's Final Position:

A shift premium of 5¢ per hour shall be paid to members who work on the second shift and a shift premium of 10¢ per hour shall be paid to members who work on the third shift. This shift premium shall be in addition to the member's regular salary and shall not be deducted from overtime, court time pay, administrative hearing pay, etc.

### ISSUE 8: Education Incentive

#### A. Current Provision:

None

#### B. City's Last Best Offer:

1. A police officer who is a new hire with the East Lansing Police Department and has successfully completed (maintained a "C" or 2.0 average or better on a 4.0 = A scale) 3 years of education (135 term credit hours) at an accredited college or university in Law Enforcement--Criminal Justice will be placed at the first year wage level". (Trainee wage level jumped.)
  2. A police officer who is a new hire with the East Lansing Police Department and has successfully completed (maintained a "C" or 2.0 average or better on a 4.0 = A scale) 4 years of education (180 term credit hours) at an accredited college or university in Law Enforcement--Criminal Justice will be placed at the second year wage level." (Trainee and Patrolman 1st year wage levels jumped.)
- C. City's offer is to commence prospectively with the second year of the contract, July 1, 1976 (not retroactive to July 1, 1975).

#### D. FOP's Final Position:

An educational supplement provision shall be added to the labor agreement, identical to the language contained in Lodge Exh.L-7, attached hereto.

### ISSUE 9: Sick Leave

#### A. Current Provision: ARTICLE XII

##### Section I PROCEDURE

Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity.

To receive compensation while absent on sick leave, the employee shall notify his immediate superior or his department head prior to or within one hour after the time set for the beginning of his daily duties. His failure to do so shall result in denial of his claim against paid off time.

When absence is for more than one week, the employee shall be required to file a physician's certificate unless the department head has personal knowledge of the employee's sickness or disability. A report form for sick leave, furnished by the City must be filled out immediately upon the employee's return to work.



## Section II ELIGIBILITY

All regular full time employees covered hereby shall be eligible to accumulate and receive sick leave benefits. Employees commence earning paid sick leave the first month on the job and it may be used after completion of the first month of service up to the amount accumulated at the time of illness.

An employee injured on any other gainful employment, outside of City employment, shall not be eligible for sick or disability benefits.

## Section III COMPUTATION OF BENEFITS

All eligible employees shall be entitled to sick leave credit of one (1) working day for each completed month of service except that no sick leave credit can be earned during a leave of absence without pay. Sick leave shall be computed from the first full working day of the employee. The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Sick leave credit will not be allowed in advance of being earned.

Any unused portion of the earned sick leave becomes accumulative. This accumulation may be carried over from year to year. (Unlimited accumulation)

No payment is made for unused sick leave upon separation from City employment.

### B. City's Last Best Offer:

No Change.

### C. FOP's Final Position:

Payment shall be made by the City on the death of a member (to his widow or heirs) or on a member's retirement (to the member) of one-half of all accumulated sick leave, with payment not to exceed payment for ninety (90) accumulated sick leave days.

## ISSUE 10: New Classifications

### A. Current Provision:

None.

### B. City's Last Best Offer:

None.

### C. FOP's Final Positions:

Every member working outside the uniformed division in the Community Affairs Bureau, Detective Bureau or for the Metro Narcotics Squad shall receive the pay of the corporal classification.

The polygraph specialist shall receive the pay of the sergeant classification.

All position vacancies within the bargaining unit shall be filled within six (6) months of the opening of the vacancy.

### ISSUE 11: Gun Allowance

A. Current Provision:

None.

B. City's Last Best Offer:

No change.

C. FOP's Final Position:

Each member of the bargaining unit shall receive a gun allowance of \$250 per year for carrying an off-duty weapon.

### ISSUE 12: Overtime

I. Length of Workday

A. Current Provision: ARTICLE IX, Section I

A. Employees covered hereby are required to be on duty a minimum of eight (8) hours during each scheduled duty day, excepting as excused by management.  
B. Employees covered hereby shall receive an annual salary for their work as defined in appendix A hereof.

Determination of the starting time of daily, weekly, and monthly work schedules shall be made by the employer. Should it be necessary in the interest of emergency or efficiency, the employee shall work such reasonable overtime hours as shall be required by the employer. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees are expected to return to duty when requested by the Police Chief or City Manager.

B. City's Last Best Offer:

No change.

C. FOP's Final Position:

See Below

II. Lunch Period

A. Current Provision:

None.

B. City's Last Best Offer:

Employees covered hereby shall be entitled to a one-half hour unpaid lunch period for each scheduled duty day.

C. FOP's Final Position:

See Below.

III. Overtime Compensation

A. Current Provision: ARTICLE IX, Section II

Overtime is defined as work performed by an officer in excess of eight and one half (8 1/2) hours per duty day when authorized by the department head. Officers

authorized to work in excess of 8 1/2 hours per duty day shall be paid time and one half for all hours worked over eight hours.

Compensation for court appearances by off-duty officers will be only those permitted by state statute.

Required departmental training sessions on off-duty time will be treated as credits to compensatory time on an hour for hour basis. Officers may accumulate not to exceed one hundred (100) hours compensatory time. Hours credited in excess of 100 hours shall be classified as overtime.

Off duty officers, who are directed by their supervisor or the prosecutor to process warrants at the prosecutor's office shall be paid at the rate of time and one half for the time spent at the prosecutor's office.

All officers on duty shall be paid for overtime at one and one-half (1 1/2) times his regularly hourly rate.

B. City's Last Best Offer:

Overtime is defined as work performed by an officer in excess of 8 hours per duty day when authorized by the department heard. Officers authorized to work in excess of 8 hours per duty day shall be paid time and one-half for hours worked over 8 hours.

C. FOP's Final Position on I, II and III:

The work day shall consist of eight (8) hours which shall include a paid one-half hour lunch period. All time worked beyond eight (8) hours in any work day shall be paid at an overtime rate of time and one-half the member's current hourly wage.

IV. Minimum Call Back

A. Current Provision: ARTICLE IX, Section III

Employees covered hereby who are called back to work for reasons other than time spent for testifying in court, time spent in signing official documents or writing reports, shall receive a two (2) hour minimum payment.

B. City's Last Best Offer:

Employees covered hereby who are called back to work for reasons other than time spent for testifying in court, time spent in signing official documents or writing reports, shall receive a minimum of two (2) hours' pay at overtime rates.

C. FOP's Final Position:

See below.

V. Court Time

A. Current Provision: ARTICLE IX, Section II

Compensation for court appearances by off-duty officers will be only those permitted by state statute.

B. City's Last Best Offer:

Compensation for subpoenaed court appearance by off-duty officers shall be the statutory fee as established by state statute for the first hour, \$20.00 less the statutory fee for anytime up to 4 hours, and \$40.00 less the statutory fee for any time up to 8 hours, in any one day. The employee may keep any statutory mileage fee (it shall not be made a part of any overtime compensation under this agreement).

C. FOP's Final Position:

See below.

VI. Prosecutor's Office

A. Current Provision: ARTICLE IX, Section II

Off-duty officers, who are directed by their supervisor or the prosecutor to process warrants at the prosecutor's office shall be paid at the rate of time and one half for the time spent at the prosecutor's office.

B. City's Last Best Offer:

No change.

C. FOP's Final Position:

See below.

VII. Administrative Hearings/Probate Court

A. Current Provision:

None.

B. City's Last Best Offer:

Required License Appeal Board hearings, Liquor Control Commission hearings, or Probate Court appearances by off-duty officers will be treated as overtime with a cap of 10 hours per year and will be computed at time and one half for all hours completed (not including lunch period).

C. FOP's Final Position on IV, V, VI, and VII:

If a member is subpoenaed into Court or has to go to Court in order to validate a complaint/warrant, he shall be paid (if off-duty) at the rate of time and one-half his hourly wage, WITH A MINIMUM OF TWO (2) HOURS' PAYMENT AT OVERTIME RATES.

The member shall keep any statutory mileage fee for Court appearances (which shall not be made a part of any overtime compensation under this labor agreement). Time and one-half shall be paid for all other matters (including by way of illustration, trips to the Prosecuting Attorney's Office, Probate Court appearances,, License Appeal Board hearings, and Liquor Control Commission hearings) which occur beyond the member's normal shift. The member shall keep (and any such sum so retained shall not be included in his overtime compensation paid hereunder) any mileage allowance he may receive in connection with these types of proceedings.

### ISSUE 13: Insurance

#### I. Hospitalization

##### A. Current Provision: ARTICLE XV

The City will pay 100% of the premiums for single-person or full family ward coverage of Blue Cross/Blue Shield MVF-1 as long as it is available as the hospital and surgical insurance plan for the employee.

This coverage will not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than 30 days.

##### Addendum

If an improvement in hospitalization-medical coverage is granted by the City to any other City of East Lansing employee group during the term of this contract the same benefit shall also be granted to members of this bargaining unit.

##### B. City's Last Best Offer:

All regular full-time employees of the City are eligible for Blue Cross/Blue Shield Group Hospital, Medical and Surgical Insurance coverage known as MVF-II, with an ML 1890 rider, semi-private room privilege and \$2.00 co-pay prescription rights, or equivalent benefits under a substitute plan. The City reserves the right to substitute another carrier of this coverage provided that the benefits are equivalent. This coverage shall become effective July 1, 1976.

##### C. FOP's Final Position:

The City shall provide each member with the hospital/medical insurance plan currently provided to other City employees, i.e. Michigan Blue Cross/Blue Shield MVF II, with \$2 co-pay prescription rider and ML rider.

#### II Retirees

##### A. Current Provision:

None.

##### B. City's Last Best Offer:

Future retirees from the City retirement system may continue to be covered, at their option, in the City group hospital life hospitalization/medical plan upon proper advance payment to the City for the premiums.

C. FOP's Final Position:

Retirees from the bargaining unit shall be included in the hospital/medical coverage provided hereunder to the active members of the East Lansing Police Department, but the retirees shall reimburse the City for the premiums it pays for such coverage at the semi-private room rate.

III. False Arrest and Liability

A. Current Provision:

None.

B. City's Last Best Offer:

The City will provide police liability professional policies (false arrest) covering all law enforcement officers in the East Lansing Police Department with \$100,000.00 coverage each person, \$300,000.00 each incident and \$500,000.00 aggregate for the term of the contract providing such coverage is available to the City.

C. FOP's Final Position:

The labor agreement shall contain provisions identical to Article XXXI of the MSU/DPS labor contract, which is part of L-75 and L-76 and is attached hereto.

ISSUE 14: Damaged Personal Property

A. Current Provision:

None.

B. City's Last Best Offer:

No change.

C. FOP's Final Position:

The City shall replace the personal property of a member of the bargaining unit which is damaged, destroyed, or stolen in the member's activities in the line of duty.

ISSUE 15: Cost of Living Allowance

A. Current Provision:

None.

B. City's Last Best Offer:

No change.

C. FOP's Final Position:

The labor agreement shall include provisions for a Cost of Living Allowance identical to the Lodge's modified Exh.L-8 with an annual cap of 4% per year (2% every six (6) months).

## ISSUE 16: Retroactivity

### A. Current Provision:

None.

### B. City's Last Best Offer:

Retroactivity only on wage increase for 1975-1976 year. (See Issue 2, supra)

### C. FOP's Final Position:

The Lodge asks that the following issues be made retroactive:

- Issue # 2. Wages & Duration
- Issue # 3. Vacation Schedule
- Issue # 4. Pass Days
- Issue # 5. Personal Leave Days
- Issue # 6a. Issue # 6b. Holidays
- Issue # 7. Shift Premium
- Issue # 8. Educational Supplement
- Issue # 11. Gun Allowance

All other issues will be effective with the effective date of the new labor agreement.

## IV. FINDINGS AND CONCLUSIONS:

In its post-hearing Brief the City groups the issues into three categories; those involving wages, and closely related paycheck issues, those involving time off, and the remaining issues. The first category includes Issue 2 (Wages and Duration), Issue 15 (Cost of Living), Issue 7 (Shift Premium), Issue 8 (Education Incentive), Issue 10 (New Classifications), Issue 11 (Gun Allowance), and Issue 12 and its various sub-issues (Overtime, Workday, Lunch Period, Call Back, Court Time, Prosecutor's Office, Administrative Hearings/Probate Court). The time off issues include Issue 3 (Vacation Time) Issue 4 (Pass Days), Issue 5 (Personal Leave Day), and Issue 6 (Holidays). The third category, collectively referred to as the remaining issue, includes Issue 1 (Schedule Change), Issue 9 (Sick Leave), Issue 13 (Insurance) and its sub-issues (Hospitalization, Retirees, and False Arrest and Liability), Issue 14 (Damaged Personal Property) and Issue 16 (Retroactivity).

### Issue 2: Wages and Duration

The parties are in agreement on a two year contract commencing July 1, 1975 and ending June 30, 1977. In its Last Best Offer the City proposes an 8 per cent base wage rate increase effective July 1, 1975 and a 7.5 per cent base wage rate increase

effective July 1, 1976. FOP asks for an increase of 8.5 per cent the first year and 9.5 per cent the second year of the new contract. The parties are in agreement that the wage increase for the first year of the contract ought to be made retroactive to July 1, 1975, necessarily resulting in the payment of a lump sum to employees in the bargaining unit representing the difference between pay actually received and pay earned under the terms of the retroactive contract.

As with all of the economic issues the findings and conclusions of the Arbitration Panel have taken into consideration each of the factors enumerated in Section 9 of Act 312. The lawful authority of the employer is not a significant consideration in this case since none of the FOP demands appear to exceed the authority of the City to grant. Needless to say, stipulations of the parties, as enumerated in Section 9 b of the Act, have been incorporated into these findings and conclusions. Section 9 c of the Act speaks of the interest and welfare of the public and the financial ability of the unit of government to meet those costs. The ability of the City to pay the demands of the FOP is not directly in issue, in that the City could meet these various demands without being put into a deficit position at this time. There of course is the question of proper governmental priorities and the City obviously chooses to expend certain sums on areas other than compensation for the police officers in this bargaining unit. But the basic question of "ability to pay" is not a significant factor in this dispute. The Act requires that the Panel consider a comparison of the wages, hours and conditions of employment of the employees involved in this case with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in comparable communities and in private employment in comparable communities. The City seeks to compare its offers with Michigan Municipal League Area Two cities (outside metropolitan Detroit) having populations between



25,000 and 50,000. FOP argues that the relevant comparables are certain other cities, some of them larger than 50,000 population. FOP would also make comparison with adjacent law enforcement agencies such as the Ingham County Sheriff Department, City of Lansing Police Department, and Michigan State University Department of Public Safety. The larger cities cited by FOP are not particularly helpful because of their size. Some are not comparable because of the substantially greater rate of reported crime. Ingham County Sheriff Department and City of Lansing Police Department patrol much larger areas and deal with substantially greater populations. Michigan State University Department of Public Safety deals with a unique population and is financed with State funds.

All of these adjacent departments must be given some consideration in this case simply on the basis of their proximity, since they are part of the metropolitan Lansing labor market area. However, since the East Lansing Police Department has many applicants for every opening it is not at all clear that it really is in direct competition with these contiguous jurisdictions. The educational level in the East Lansing Police Department is exceptionally high, indicating that the City has been able to compete favorably for police officers without matching wages and fringe benefits of the other departments in the metropolitan Lansing area. East Lansing appears to be roughly comparable to the out-state Michigan cities having a population between 25,000 and 50,000. While it is argued that the current population of East Lansing is slightly in excess of 50,000, it is clear that the portion of the City exclusive of the Michigan State University Campus has a much smaller population. When consideration is given to the regular population which is primarily policed by this department, the comparability of the East Lansing Police Department with other cities in the 25,000 to 50,000 population range appears convincing. Wage figures for the comparable cities for the 1975-1976 year are substantially complete and reveal that the maximum patrolman's salary of \$14,494 (an 8% increase) would place East Lansing at the very top of this group of municipalities.

It is likewise demonstrated that the \$15,581 maximum patrolman's salary resulting from a 7.5% increase payable July 1, 1976 will place East Lansing at the top of comparable out-state cities for the 1976-1977 contract year. Not all of the comparable cities had reached an agreement on wages for the 1976-1977 year in time for their consideration by this Arbitration panel, but those which have set their maximum patrolman's salaries for the new year are all significantly lower than the \$15,581 offer submitted by the City as its Last Best Offer.

The Arbitration Panel has taken into consideration Section 9e of the Act which deals with the factor of inflation. It is concluded that the wage offer of the City for each of the two years adequately meets the pressures of inflation or at least deals with them in a manner comparable to the salaries of comparable cities. Lastly, the Panel has analyzed the statistical reports of crime in East Lansing as contrasted to similar reports for other cities in Area 2 and as contrasted with Michigan cities in general. The rate of crime per officer in East Lansing does not appear out of line with that existing in comparable communities. Accordingly, there is no justification for any special weight to be accorded to crime levels in this case. In conclusion, the Panel will rule in favor of the last offer of the City with respect to wages.

#### Issue 15: Cost of Living.

In this case the Panel is making its Award at a time when the first year of the two year contract is nearly completed. Salaries for comparable communities are available for the contract year which is about to begin. Although the rate of inflation during the 1976-1977 contract year is as yet unknown, it is felt that the award of 7-1/2% pay increase for the year which is about to begin sufficiently deals with anticipated increases in the cost of living. A separate cost of living clause, as requested by the FOP, would be justified if the parties were attempting to set wages for a period farther in the future and wished to use a cost of living formula as a hedge against inflation. Such a provision is not especially appropriate under the circumstances of this case.

#### Issue 7: Shift Premium

FOP seeks a premium rate of pay when employees are working on the second or third shift. Shift premium was originally devised as a way to reward employees who are indefinitely assigned to the second or third shift, because of the presumed undesirability of such working hours. In a group of employees such as we are dealing with in this case, the majority of whom rotate on all three shifts, there is no logic behind shift premium. In other words, the bulk of the employees in this bargaining unit work all three shifts on a rotating basis so that there is no definable group of employees which is disadvantaged by an indefinite assignment to a less desirable shift. In a case such as this a request for shift premium pay is purely and simply a request for an additional wage increase in a different form.

#### Issue 8: Education Incentive

Both parties have presented significant offers with respect to a financial incentive to employees who earn college credits. The City's proposal, which rewards only educational effort related to police work, is a superior position. The FOP's proposal would equally reward individuals who study towards educational goals of no direct relevance to their work.

#### Issue 10: New Classifications

The record made at the hearing in this case does not demonstrate any pressing needs for the reclassification of employees as proposed by the FOP. If such a move is in order it was not demonstrated at the hearings. To some extent it would appear that the higher rates sought for certain employees under the heading of Issue 10 are simply efforts to obtain increased wages. That effort is legitimate of course, but proposals for wages are better dealt with under the heading of wages. The request for a creation of new classifications deals with administrative considerations which are generally thought to be prerogatives of management, at least in private industry. That is not to say that the FOP positions are outside the scope of mandatory collective bargaining in public employment. It is simply to say that an

Arbitration panel ought to be cautious in considering the award of demands which enter into the area of traditional management functions. On balance the Arbitration Panel concludes that the requests encompassed in issue 10 should not be granted.

Issue 11: Gun Allowance

The critical factor in this issue is the absence of any departmental requirement that officers carry their weapons when off-duty. A Police Department gun allowance is generally attached to such a requirement. The proposal lacks merit.

Issue 12: Overtime, Workday, Lunch period, Call Back, Court Time, Prosecutor's Office, Administrative Hearings/Probate Court

Each of the above-enumerated items has been declared to be a separate sub-issue as to which the Panel may issue distinct awards. On the matters involving overtime, workday, and lunch period, the panel concludes that the position of the City is more appropriate than the Last Offers of the FOP. Under the City offer patrolmen are required to work an 8-1/2 hour day but with a 30 minute unpaid lunch period. Thus, they ordinarily work a total of 8 hours between arrival and departure. Such a working arrangement is not unusual and has the special merit that it provides overlapping coverage at the beginning and end of a shift. The officers are disturbed by the removal of an informal compensatory time off arrangement, but, on balance, the panel concludes that the City proposals are not an unfair burden. The Panel concludes that the FOP position ought to be adopted with respect to Call Back, Court Time, Prosecutor's Office, and Administrative Hearings/probate Court. Generally speaking these issues involve time spent outside of normal duty hours. It seems only fair and in keeping with contemporary personnel practices that these officers ought to be compensated at time and a half for work performed under such circumstances.

Issue 3: Vacation Time

The City has offered to substantially improve its paid vacation time, but the panel concludes that the more liberal vacation proposals of the FOP are possessed of merit. Even rookie police officers, perhaps even especially rookie police officers have a need for a decent length of annual vacation.

FOP documented the high stress levels involved in police work. Time off from work may reasonably be assumed to relieve stress. In terms of comparable vacations paid elsewhere and in special consideration of the stressful work of police officers the Panel concludes that the FOP position should be adopted.

#### Issue 4: Pass Days

The City is persuasive in arguing that the request of the FOP to increase pass days is illogical and is nothing more than an effort to obtain an increase in vacation days under another name. Pass days are the equivalent of the weekend off in more conventional working schedules. Accordingly, there are two pass days per week or a total of 104 pass days per year. This is simply terminology used to describe a weekend which does not necessarily fall on Saturday and Sunday. Increasing the number of pass days is devoid of logic, and must be rejected.

#### Issue 5: Personal Leave Day

The City proposes granting one personal leave day per year. While this is a significant concession, the panel is impressed that the FOP demand of two personal leave days is justifiable, particularly in light of the nature of police work. For reasons set forth in the discussion of Issue 3, the panel will award the FOP demand on Issue 5.

#### Issue 6: Holidays

Both the City and FOP propose improvements in the holiday clauses contract. The only difference concerns the FOP's request that employees who work on holidays be paid at a premium rate for work performed (in addition to a day off on another day). The City would prefer to continue paying straight time for work performed on the holiday. The panel concludes that a premium rate of pay is justified for work performed on a holiday when others are at home with their family and friends. Because such a premium rate of pay for work performed on holidays is today fairly standard practice in industry and because of its inherent justification, the panel will award Issue 6 to the FOP.

### Issue 1: Schedule Change

The FOP seeks five days notice before the City changes the posted shifts schedule for an employee. The City argues that such a requirement would jeopardize its maneuverability in handling situations, but the Panel, after considerable discussion, has concluded that the five day notice poses no threat to the City's ability to meet the demands for police coverage. The City already posts shift schedules on a monthly basis, so that what is involved here is notice before a posted schedule is modified during the month. We are speaking here of changing an employee from, for example, the first shift to the third shift. Of course there may be extraordinary circumstances in which it will be necessary to assign officers outside of their normal working schedules without five days notice, as in the case of emergencies. In such situations the schedule change clause as requested by the FOP may result in an increase in premium overtime pay, but the Department will not be any less able to obtain manpower to cover emergencies. The City will simply have to pay a premium rate in such situations. FOP argues that abrupt schedule changes needlessly disrupt normal off-duty activities of officers. FOP also points to the stress factor and the need for greater stability in the living routines of police officers. The panel concludes that the FOP demand can be met without undue interference with the management of the department. The proposal has inherent merit and ought to be granted.

### Issue 9: Sick Leave

These employees already have unlimited accumulation of sick leave, but the FOP seeks payment of half of accumulated sick leave upon retirement to the retiree or upon death to the widow, with a limit of 90 days lump sum pay. This is a relatively young department and it will not be necessary to make any such lump sum payments in the near future. Needless to say the City may want to commence the funding necessary to meet such lump sum demands in future years. The City argues that it is impossible to determine in advance the future costs of such a proposal. That point is made with respect to a number of the FOP demands and it is not without merit. Nevertheless, the panel concludes

that the FOP's final position on this issue is meritorious, particularly in police work.

#### Issue 13: Insurance

The parties are in agreement on insurance coverage but the Panel agrees with the City that it should be permitted to substitute a different carrier as long as the same coverage is maintained. The City proposals with respect to retirees and false arrest-liability are superior and more workable than those of the FOP. On the last named item the FOP demand is highly ambiguous. All of the City's proposals on insurance should be granted.

#### Issue 14: Damaged Personal Property

The FOP demand for reimbursement for personal items, such as a watch or eye glasses, damaged in the line of duty, is obviously justified. Replacement of damaged personal property is especially relevant in police work. Michigan is inaugurating a plan to compensate victims of crime. Surely compensation such as is sought in Issue 14 is equally appropriate. The nature of police work is such that personal effects are occasionally going to be damaged. They should, in the Panel's opinion, be compensated.

#### Issue 16: Retroactivity

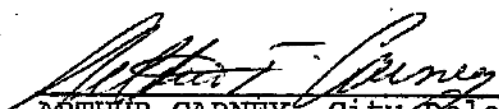
As to certain demands FOP does not seek retroactivity. As to those fringes which would require a complicated recalculation retroactivity poses an administrative burden on the City. The Panel has decided to grant retroactivity only on the wage demand. The loss of the benefits of retroactivity as to other benefits, such as vacation time off and holiday pay, has been taken into consideration in the overall "package" awarded by the Panel. With respect to Blue Cross-Blue Shield, the City is directed to implement the changes as quickly as is possible. Changes in other contract provisions shall go into effect as of July 1, 1976.

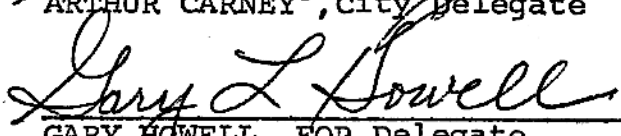
AWARD

The 1975-1977 contract between the parties shall contain the City's Last Best Offers on issues 2,4,7,8,10,11, 12 (Overtime, Workday, Lunch Period), 13, 15 and 16, and shall contain the FOP's Last Best Offers on issues 1, 3,5,6,9,12 (Call Back,Court Time, Prosecutor's Office, Administrative Hearings/Probate Court) and 14.

PANEL OF ARBITRATORS

  
JAMES R. MCCORMICK, Chairman

  
ARTHUR CARNEY, City Delegate

  
GARY HOWELL, FOP Delegate

The City Panel Member respectfully dissents, for the record, concurrence with the majority award on issues No. 1, 3, 5, 6, 9, and that portion of issue No. 12 which relates to overtime for call-back, court time, prosecutor's office, administrative hearing/probate court, and issue No. 14.

  
Arthur T. Carney, City Delegate