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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
BUREAU OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

IN THE MATTER OF:

CITY OF FERRYSBURG,

Employer,

- and -

CASE NO. G-82 D-1131

FERRYSBURG POLICE  
OFFICERS ASSOCIATION,

Labor Organization /

BEFORE AN ARBITRATION PANEL COMPOSED OF:

Fredric A. Grimm, Chairperson,  
James W. Bussard, Employer Delegate, and  
Larry Thayer, Labor Delegate

APPEARANCES:

FOR THE EMPLOYER:

James W. Bussard,  
Attorney

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

FOR THE ASSOCIATION:

James W. DeVries,  
Advocate

*Ferrysburg, City of*

### OPINION

The City of Ferrysburg, with a population of 2,441, is the smallest of the tri-cities lying near the mouth of the Grand River in Ottawa County. Its police department, exclusive of the Chief, normally consists of two full-time patrolmen and two part-time patrolmen.

When the negotiations of the parties hereto over the terms of a new collective bargaining agreement reached a stalemate, and mediation had failed to resolve the impasse, the dispute was submitted to binding arbitration for resolution pursuant to the provisions of Act 312, P.A. 1969, as amended. At the time the petition requesting arbitration was submitted to the Michigan Employment Relations Commission eleven issues were in dispute. However, by the time of the hearing, on January 12, 1983, the parties were able to confirm that they were in agreement on three of those issues. Subsequently, the Association withdrew its proposals as to two other issues.

At the arbitration hearing the testimony of two witnesses and the material contained in twenty exhibits were submitted by the parties for consideration by the panel.

The members of the panel have been mindful of the requirement set forth in section 9 of Act 312, MCLA 423.239, that its

findings, opinions and orders shall be based upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and financial ability of the unit of government to meet those costs.
- (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:
  - (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 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.
- (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, factfinding, arbitration or otherwise between the parties, in the public service or in private employment.

Additionally, the members of the panel have been cognizant of that portion of section 8 of Act 312, which provides:

"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 Issues

### Wages

Throughout their negotiations the parties were at an impasse on this issue. In its final offer of settlement the City proposed an across-the-board increase, in all steps, of 8%. The Association's final proposal was a 12% increase in all steps.

After giving careful consideration to the submitted evidence and the Act 312 guidelines aforementioned, the panel concluded that the Association's contention for a 12% increase "...more nearly complies with the applicable factors prescribed in section 9" than does the City's proposal. Hence the panel accepts the ammended wage scale set forth on the penultimate page of the Association's final offer of settlement as being the applicable wage scale for the contract year July 1, 1982 - June 30, 1983, inclusive.

The above stated approval, however, does not extend to the last sentence contained on said page, i.e. "as of 8-5-82 Mike Arnold will be credited with 5 years of Service". While the statement may, in fact, be true, the substitution of that sentence for the last two sentences in paragraph IV A of the prior agreement was not an issue presented to the panel for consideration.

### Vacation

The final offers of settlement of the parties were in agreement on the proposal that full-time employees acquire 15 days

vacation time after ten full years of employment, hence that issue is resolved.

However, the City did not respond to the Association's further proposal, i.e., to substitute the provision: "Upon written request to the City, five (5) days of vacation may be carried over to the next calendar year" in lieu of the wording contained in paragraph IV C 3 of the prior agreement. The panel deems the request reasonable and favors granting it.

#### Sick Leave Pay

The submitted evidence, namely, the comparables contained in Union Exhibit 13, favors the acceptance of the Association's proposal on this issue. As previously noted herein, the panel is obligated to adopt the last offer of settlement which more nearly complies with the applicable factors set forth in section 9 of Act 312.

#### Dental Insurance

On this issue, it is suffice to say that the submitted evidence did not justify serious consideration of the Association's proposal by the panel.

#### Holidays

Based upon the comparables set out in Union Exhibit 16, the

panel is obligated to adopt the Association's proposal calling for two additional paid holidays, i.e., Easter Sunday and Veteran's Day.

#### Bereavement Leave

The Association, during negotiations, proposed the elimination of the reference to "bereavement" used in paragraph IV E 4 of the prior agreement and the writing of a new clause relating solely with bereavement leave for full-time employees. The Association, at the hearing, presented its proposed "bereavement" clause in Union Exhibit 17 and its comparables as Union Exhibit 18. The City opposed the proposal but offered no exhibits relating to the issue.

As a consequence, the submitted evidence clearly weighs in favor of the Association.

#### AWARD OF ARBITRATION PANEL \*

The panel confirms that the parties, by agreement, determined that:

1. The new collective bargaining agreement shall be in effect for a period of one (1) year, from July 1, 1982 through June 30, 1983;

\* Panel awards are determined by majority vote, not unanimity.

2. Payment of overtime shall be handled as provided in the last paragraph set forth in Union Exhibit 9; and

3. Each uniformed employee shall receive \$150.00 annually as a uniform cleaning allowance, which allowance shall be paid in the first pay period of July.

Insofar as the issues before this panel are concerned, the collective bargaining agreement between the City of Ferrysburg and Ferrysburg Police Officers Association shall:

1. Require payment by the City of a 12% general wage increase, effective as of July 1, 1982, to all employees, based upon the amended wage scale herein before mentioned;
2. Provide that full-time employees shall acquire 15 days vacation time per year after ten full years of employment;
3. Provide, in lieu of the wording heretofore contained in paragraph IV C 3 of the collective bargaining agreement, that: Upon written request to the City, five (5) days of vacation may be carried over to the next calendar year;
4. Substitute the Association's proposed amended paragraph IV E 3, relating to Sick Leave Pay and

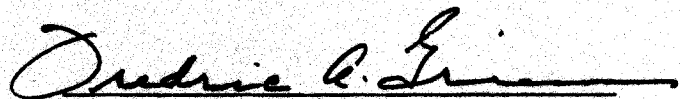
set forth in Union's Exhibit 12, for the same numbered paragraph in the prior collective bargaining agreement;

5. Contain no provision relating to dental insurance;

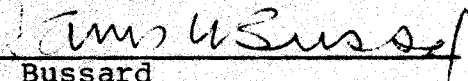
6. Increase the number of paid holidays per year to a total of 8 by adding Easter Sunday and Veteran's Day to the list; and

7. Provide for bereavement leave by substituting the Association's proposed wording of new paragraphs IV E 4 and IV E 5 as contained in Union Exhibit 17 for paragraph IV E 4 of the prior agreement.

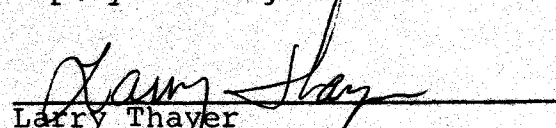
Except for the retroactive application of the wage increase as above noted, all other awards by this panel shall take effect as of the date of this opinion and award.



Fredric A. Grimm  
Chairperson



James Bussard  
Employer Delegate



Larry Thayer  
Labor Delegate

Dated: March 26, 1983