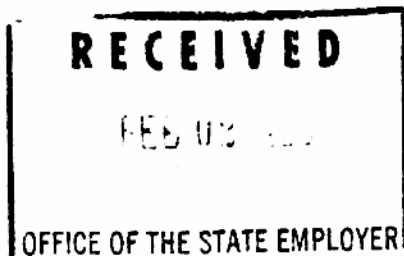


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STATE OF MICHIGAN
DEPARTMENT OF LABOR

SEP 5 1979

8/24/79

ARB

EMPLOYMENT RELATIONS COMMISSION

ARBITRATION PURSUANT TO ACT 312, PUBLIC ACTS OF 1969, AS AMENDED

IN THE MATTER OF ARBITRATION
BETWEEN:

CITY OF LANSING (City)

MERC CASE NO. L78 E393

-and-

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

OPINION AND AWARD

APPEARANCES:

ARBITRATION PANEL

Mario Chiesa, Impartial Chairman

Daniel J. Bodwin, City Designee

Robert C. Vogel, Union Designee

APPEARING ON BEHALF OF THE UNION:

R. David Wilson, Esq.
Scodeller, Wilson, Deluca & Vogel
600 American Bank & Trust Bldg.
101 S. Washington Avenue
Lansing, Michigan 48933

APPEARING ON BEHALF OF THE CITY:

Michael A. Snapper, Esq.
James L. Stokes, Esq.
Miller, Johnson, Snell & Cummiskey
465 Old Kent Bldg.
Grand Rapids, Michigan 49503

Lansing, City of

INTRODUCTION

Prior to the actual commencement of the hearing, the parties and the panel met for two pre-arbitration conferences. Both took place at the Personnel Department in the City of Lansing. The first was on January 9, 1979, and the second was on January 23, 1979.

The hearings took place on February 5, February 7, February 27, March 1 and March 13, 1979, at the Capitol Park Motor Hotel in Lansing, Michigan. Both parties agreed to the time, dates and locations for the hearings.

The parties agreed to waive the time limits contained in the statute and further agreed that all statutory prerequisites had been followed and the matter was properly before the panel for adjudication on its merits.

The parties further agreed that the total award in this matter would be comprised of: the awards issued by the panel, all settlements and tentative agreements, and prior contract language which was not modified by the panel's awards, tentative agreements and/or settlements.

The Chairman received the transcript of the hearings on May 30, 1979, and this opinion and award is being issued as soon thereafter as possible.

ISSUES

At both pre-arbitration conferences there were a multitude of outstanding issues. When the issues were delineated at the first day of the hearing, a considerable number remained, but it must be recognized that the parties had reduced the number of issues in dispute.

It is also important to realize that the parties have agreed that the new Collective Bargaining Agreement will have a duration of two (2) years, commencing on July 1, 1978, and terminating on June 30, 1980.

The economic issues in dispute were: Article XII, Section 1, Hours and Rates of Pay; Article XII, Section 2, Overtime; Article XII, Section 8, Helicopter Pay; Article XII, Section 9, Equal Pay-Equal Work; Article XIII, Holidays; Article XV, Group Hospital and Medical; Article XVII, Sections 4 and 5, Sick Leave; Article XX, Section 9, Clothing Allowance; Article XX, Section 12, Air-Conditioning; Article XX, Section 14, Retirement; and finally, Wages.

The non-economic issues in dispute were: Article I, Section 2, Definition of Bargaining Unit; Article II, Management Rights; Article XX, Section 16, Liability Coverage; Article XXI, Step Grievance Procedures; and finally, Article XXIV, Disciplinary Action.

COMPARABLE COMMUNITIES

In setting an example that should be followed by other parties, the parties herein have agreed on a list of comparable

communities. Further, they have agreed on a weighing system that shall be employed.

Communities that will be given the weight of one are: Flint, Grand Rapids, Kalamazoo and Saginaw.

Those communities that will be given the weight of two-thirds are: East Lansing and Jackson.

Those communities that will be given the weight of one-third are: Ann Arbor and Wyoming.

The parties could not agree on whether other bargaining units within the City were comparable for the purposes of this hearing, but nevertheless, evidence regarding those units was accepted.

STIPULATIONS, FACTS AND FINDINGS

It must be noted that Act 312 of 1969, as amended, specifically provides that one of the basis that a panel may use in formulating an award is stipulations entered into by the parties. The Chairman is rather pleased that the legislature drafted the statute to accommodate such agreements because in this case, the parties were able to stipulate to an entire agreement, with a few reservations.

It is true, as a result of a willingness to confront and discuss problems and because of the tremendous amount of effort expended by the City and the Union's representatives, along with their respective attorneys, the parties were able to stipulate to all the provisions of a new Collective Bargaining Agreement with a couple of exceptions. The conduct of the parties has saved them, and the State

of Michigan a rather substantial amount of time and expense. In addition, there is no question in the Chairman's mind that an agreed to Collective Bargaining Agreement is probably two hundred percent better for the parties than any agreement that may have been the result of this panel's actions. Frankly, both parties are to be congratulated.

In addition to the stipulations contained in the record, both parties produced extensive evidence directed at the issues in contention. Rather than conducting a detailed examination of this evidence, the panel, as an economy measure, will make just a few brief statements.

First of all, the evidence was carefully considered. This includes all the documents regarding the wages, hours and conditions of employment that exist in the comparable communities, as well as existed in other units in the City of Lansing where the evidence was available. Further, there was an examination of the cost documentation introduced by the City.

A careful examination of the evidence revealed that the stipulations entered into by the parties comprise fair and amicable solutions for the disputes which they have eliminated.

Thus, this panel will adopt all of the stipulations and pronounce that they comprise the panel's award for those areas which they dealt with.

The attached Collective Bargaining Agreement represents all of the awards issued by this panel. It is comprised of the

stipulations regarding the issues in dispute, prior settlements and tentative agreements and prior contract language where the language was not modified by the stipulations adopted by this panel, prior settlements or tentative agreements. Thus, the attached Collective Bargaining Agreement is the agreement that will exist between these parties for the period between July 1, 1978 and June 30, 1980.

ADDITIONAL AWARDS

The panel also adopts the agreement entered into by the parties regarding the resolutions of the dispute involving Article XII Section 1-Hours and Rates of Pay. The parties have agreed that the City will execute a letter outside of the terms of the contract per se which will contain the following language:

"The City recognizes that the Lodge would like the City to study the feasibility of adopting a four day-ten hour day work schedule for part or all of the Police Department. Such study will also consider and analyze the budgetary impact of any such contemplated change. The City and the Lodge agree that the City has the right to study such a schedule, and the City agrees that it will give serious consideration to the recommendations made in the study."

RESERVATION OF JURISDICTION

Additionally, per an agreement between the parties, the panel will reserve jurisdiction regarding any disputes existing between what has been characterized as the Park Police Unit and the City of Lansing. If it should become necessary to adjudicate those disputes, the panel will do so upon notice from either of the parties.

Further, there is also a reservation of jurisdiction again, agreed to by the parties, regarding Article XIV, Disciplinary Action. The Union's proposal regarding the dispute in question encompasses both the disciplinary procedure and a proposition which if adopted would have allowed an employee on a investigatory suspension to receive all pay and fringe benefits.

Regarding the first part of the dispute, disciplinary procedure, the panel will not rule on the same at this point, but will retain jurisdiction and if it becomes necessary to confront the dispute, do so upon adequate notice. The proposition regarding the payment of salary and benefits to an employee on a investigatory suspension was withdrawn by the Union and, thus, the panel will not consider that issue.

AWARDS

The panel adopts the stipulations entered into by the parties and contained in the attached Collective Bargaining Agreement as its awards for each of the particular issues in dispute. Further, the panel, pursuant to an agreement between the parties, has combined the aforesaid awards with the prior tentative agreements and settlements and prior contract language where not modified by either the awards, tentative agreements or settlements, and has attached hereto a document which contains all of the awards of this panel and, further, is the Collective Bargaining Agreement which now exists between these parties between July 1, 1978 and June 30, 1980.

The contract attached hereto and the awards contained therein are specifically subject to the reservation of jurisdiction annunciated above.

Further, as an award, the panel adopts the aforestated agreement regarding Article XII, Section 1, Hours and Rates of Pay.

CONCLUSION

As a result of the efforts and dedication exhibited by the parties, this matter has followed a much smoother road than most 312 arbitrations.

SIGNATURE OF THE PARTIES

A panel's member signature affixed hereto indicates that the panel members agree with the result reached by this opinion and award, but not necessarily with the comments or analysis contained therein.

Mano Chiesa aug 24, 1979
CHAIRMAN

D. J. Bohan 8-24-79
CITY DESIGNEE

Robert C Vogel 8/24/79
UNION DESIGNEE

Dated: June 23, 1979