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EMPLOYMENT RELATIONS COMMISSION

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STATE OF MICHIGAN
SUR. OF EMPLOYMENT RELATIONS
DETROIT OFFICE

ARBITRATION UNDER ACT 312
MICHIGAN PUBLIC ACTS OF 1969 AS AMENDED

In the Matter of
Arbitration Between:

City of Lansing (Employer)

and

MERC

Case No. L-84 G-526E

Fraternal Order of Police
Non-Supervisory Unit
Capitol City Lodge No. 141 (Union)

Arbitration Panel

Joseph W. Fremont, Delegate, City of Lansing
Jerry Lawson, Delegate, Fraternal Order of Police
Benson S. Munger, Chairperson

Appearances

For the Union

R. David Wilson
Schodeller, Wilson, Duluca & Vogel
600 American Bank & Trust Building
101 South Washington Avenue
Lansing, Michigan 48933

For the Employer

Michael A. Snapper
Miller, Johnson, Snell & Cummiskey
800 Calder Plaza Building
Grand Rapids, Michigan 49503

Reporters

Philip Liburdi
Maria Greenough

Michigan State University
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RELATIONS LIBRARY

Lansing City of

This hearing was conducted under the provisions of Act 312, Public Acts of 1969, as amended, and involved the City of Lansing, as the employer, and the Fraternal Order of Police, Capitol City Lodge No. 141, as the representative of the employees.

HISTORY

The City of Lansing and the members of Capitol City Lodge 141, Fraternal Order of Police which represents the Lansing Police force non-supervisory personnel, have made liberal use of Act 312. Previous contract negotiations have resulted in routine submissions to arbitration with each submission consisting of numerous issues.

The present case was cut from the same mold until the July 11th hearing. At that time, the parties announced a settlement of all but two issues.

The Fraternal Order of Police, non-supervisors, and the City of Lansing commenced bargaining for a new collective bargaining agreement to replace the one expiring June 30, 1984. The statutory conditions precedent to arbitration, namely, collective bargaining and mediation, have been fulfilled.

The members of the arbitration panel are: Jerry Lawson, Delegate for the Lodge; Joseph Fremont, Delegate for the

City; and, Benson S. Munger, Chairman, appointed by the Michigan Employment Relations Commission per its Director Shlomo Sperka. The letter of appointment was initiated by a request submitted on December 13, 1984 by R. David Wilson, Lodge Counsel.

A preliminary hearing was held at the Michigan Bar Association Offices, Lansing, Michigan, on April 17, 1985. At the preliminary hearing a total of 20 issues were submitted and reviewed. Subsequent hearings were set and the issues scheduled.

Formal hearings were held on July 11, 1985 and July 16, 1985 at the Michigan Bar Association Offices. At the July 11th meeting the parties announced tentative agreement on 18 of the 20 issues. The remaining issues were wages and shift premium. The hearing was closed on July 16, 1985.

Both party's final offers were postmarked by July 30, 1985 and briefs were postmarked within 30 days of final certification.

This opinion has been written by the Chairman of the Panel. Concurrence by any other member of the Panel in all or part of the Award should not or does not necessarily indicate agreement with the matters and opinions set forth in this award.

DURATION OF THE AGREEMENT

The parties are in agreement that the economic issues, where appropriate, will be retroactive to July 1, 1984. Moreover the parties are in agreement on the duration of the agreement which will be two (2) years (July 1, 1984 to June 30, 1986).

SCOPE OF THE AWARD

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

ISSUES SUBMITTED TO ARBITRATION

1. Holidays *
2. Longevity *
3. Shift premium
4. Wages
5. Detective holiday pay *
6. Dental insurance *
7. HMO optical *
8. Clothing allowance *
9. Administrative leave *
10. College tuition *
11. Group life insurance *
12. Division president shift *
13. Health insurance including retiree coverage *
14. Compensatory time *
15. Court time reimbursement *
16. Reimbursement for damaged property *
17. Medical treatment compensation time *
18. Humanitarian clause *
19. Non-discrimination clause *
20. Contract term *

*Issues resolved prior to final certification of offers.

UNRESOLVED ISSUES

WAGES

In a highly unusual outcome the parties submitted identical final offers to a complex issue. As a result the award is as listed below.

AWARD

Effective 7-1-84	5% increase for all classifications, at all steps of the salary schedule.
Effective 7-1-85	3.5% increase for all classifications, at all steps of the salary schedule.
Effective 1-1-86	3.5% increase for all classifications, at all steps of the salary schedule.

Percentage increases to be rounded to the nearest dollar.

SHIFT PREMIUM

The Lodge's final offer is:

The hourly rate of any Employee regularly assigned to work on the second shift shall be 3% greater than the base rate in the Compensation Plan Section of this agreement applicable to that Employee. The hourly rate of any Employee regularly assigned to work on the third shift shall be 5% greater than the base rate in the Compensation Plan Section of this Agreement applicable to that Employee. Shifts, for purposes of this Section, shall be designated as follows:

First shift, any shift during which the starting time is between 3:00 AM and 10:59 AM; Second shift, any shift during which the starting time is between 11:00 AM and 6:59 PM; Third shift, any shift during which the starting time is between 7:00 PM and 2:59 AM.

Payment of shift premium shall only be for hours actually worked during the periods described. (Payment of shift premium shall not include periods of vacation, sick leave, personal leave or other time off with pay or hours of overtime, all of which shall be computed from the base rate.)

The City's final offer is:

No change from the previous contract, i.e. NO shift premiums.

DISCUSSION

The concept of extra compensation for individuals forced to work undesirable shifts has a great logical and emotional appeal. We can each identify with circumstances where we were obligated to work commitments which created real hardships for family and other personal obligations.

Were the Lodge's proposal less complicated by other considerations it might have a greater opportunity for

approval. The considerations which burden this proposal are significant and each is capable of standing alone.

Acceptance of the Lodge's proposal would dramatically alter the compensation system as well as the level of compensation. The shift selection process currently in place was developed through negotiations. Negotiations is assumed to be a process of mutual accommodation whereby each party makes the necessary adjustments to maximize their benefits and constrain their risk.

Acceptance of the Lodge's proposal would set in place a change which cuts across all current operations. The possibilities for impact are tremendous and lightly developed in testimony and exhibits.

The current system of shift assignments by bidding was a creature of the Lodge

Although it could never be said that one party to the negotiations process is forever chained to their previous positions - it is axiomatic that when making a proposal for change in such a provision they assume an extra burden beyond simply expediency.

There is no disagreement that the Lodge fashioned the current system of shift assignments knowing the disadvantages therein and has reaffirmed their support of that system at subsequent opportunities.

The rate is high for a new proposal

Although the exact rates are difficult to ascertain, the Lodge's proposal on purely economic grounds appears high. This would be true whether compared with other city police units or as an isolated new benefit.

The shift premium issue would be more interesting if the instant unit were at a comparable disadvantage on an overall economic basis. With the economic settlement currently completed, this disadvantage would be difficult to document.

The Lodge proposal has many implications for implementation beyond those brought forth

Although corrected in the final certification, the question of payment for actual hours worked versus vacation time, sick leave, etc., is an example of the issues which remain to be resolved in this proposal. Other unresolved areas might include payment to individuals who chose a second or third shift and the possibility of overlapping shifts. The issue is inappropriately mature for acceptance at this time.

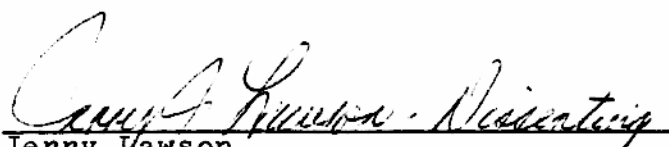
The most appropriate form for development of this issue is negotiations. Because of the time which this arbitration process has consumed, this award will have a prospective impact through only June 1, 1986. Negotiations on this new contract will undoubtedly begin within the next months.


This should provide an opportunity to sharpen the issues and reach a mutually acceptable conclusion.

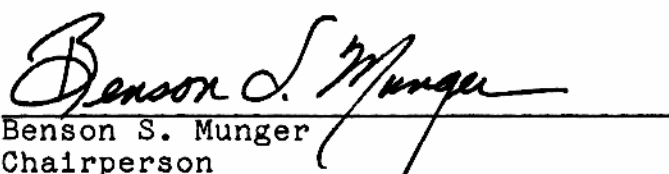
AWARD

No change from the previous contract.

SUMMARY


Jerry Lawson
Delegate, Fraternal Order of Police


Joseph Fremont
Delegate, City of Lansing


Benson S. Munger
Chairperson

November 5, 1985

Signatures do not indicate agreement with the award but signify that the above is the award of the Act 312 Panel.