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**STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
FACT FINDING**

CAPITAL CITY LODGE NO. 141
OF THE FRATERNAL ORDER OF POLICE
LABOR PROGRAM, Inc.

and

MERC Case No. LOO C-9023

MICHIGAN STATE UNIVERSITY
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Report

A. Robert Stevenson, Fact Finder

March 16, 2001

FINDINGS, OPINION AND RECOMMENDATIONS

The fact-finding hearing on this matter was held on January 25 and January 30, 2001 in Lansing, Michigan.

Present for Lodge 141 were:

Thomas Krug, Lodge Executive Director
R. David Wilson, Lodge Attorney
Dan Beachnau, Lodge MSU Division President
Mathew Hlaedki, Lodge Research Assistant

Present for Michigan State University

Samuel A. Baker, Director, Employee Relations
James D. Nash, Asst. Director, Employee Relations
Dale Metts, Captain
Jeffrey Brodie, H.R. Professional, Employee Relations
Chris Hanna, Benefits Office Assistant Director
Sarah Nash, Systems Analyst H.R. Information Systems
Jenny Pease, Intern

My findings, opinion and recommendation follow.

Michigan State University

Introduction

The Michigan State University Department of Police and Public Safety (DPPS) has approximately 59 sworn officers. The DPPS polices an area of about seven square miles. The DPPS enforces the criminal laws of the State of Michigan and the Ordinances of the University.

DPPS officers serve a very diverse community including many students from foreign countries. Currently the student daytime population is approximately 60,000. The faculty and staff comprise an additional 13,000. Visitors to the University add to this daily population.

The most current three-year contract for Michigan State University and Lodge 141, Fraternal Order of Police Michigan State University Division expired June 30, 2000.

The Bargaining Unit consists of all regular, full-time sworn employees of the DPPS whose positions are classified as Police Officers V through I, Sergeants V through I and regular full-time Service Officers.

The Lodge has requested fact-finding on retirement, officer in charge, wages and sick leave accrual. The University has requested fact-finding on wages and the elimination of the Appeal Board as specified in Article 8, paragraph 50 (no evidence was presented as to the Appeal Board).

Retirement

Currently the University contributes 10% of the employees' base salary to the TIAA CREF retirement program. The Lodge is asking that the University contribute

to the retirement program by adding 10% of the following forms of income to the formula: overtime, holiday pay and shift differential wages.

According to Employers Exhibit 10 five of the University's eight bargaining units have base only contributions and three have overtime included in the retirement contributions. The Lodge feels its services to the University are just as valuable when working overtime as when working regular shifts. In their particular case overtime such as football, civil disturbances and dances are often forced work unlike other bargaining units.

The University testified that in the Lodge Exhibits no Union receives a retirement contribution for holiday pay. Further the University has shown that the Lodge has historically aligned itself with the Administrative Professional Association (APA), which includes supervisory personnel of The DPPS, for benefits and holidays (Employer Exhibit 8). The University considers police officer and sergeants to be of a salary nature (Employer Exhibit 9) and paid on a monthly basis. The University does not currently pay salary employees a retirement contribution on shift differential or overtime.

Therefore, the issue is whether a pattern in the relationship of the parties has been established. I recommend that the University should not have to deviate from its past practice as the record does not show sufficient justification in similar work situations.

Officer in Charge

The Lodge proposes that the University compensate officers at a higher wage when put in charge of supervising a "shift." The proposed higher wage would start after the officer has been in charge for two hours or more. The officer in charge

would have his or her normal shift duties and responsibilities as well as the additional duties of a supervisor.

The issue is whether the higher responsibility requires additional compensation. I recommend that the University agree to a higher compensation level when an officer in charge is required under the circumstances outlined by the Lodge because of the additional responsibility.

Wages

The Lodge is asking for:

	<u>Effective</u>	
Top Step Sergeants Additional		
2% Effective	7/1/2000	
All Sergeants and Patrol Officers	7/1/2000	(3%)
All Sergeants and Patrol Officers	7/1/2001	(3%)
All Sergeants and Patrol Officers	7/2/2002	(3%)

The University is offering:

7/01/2000	3% increase to all level but top Sergeants
	5% increase to Top Sergeant Level
7/01/2001	3% increase to all levels
7/01/2002	1% increase to all levels
7/01/2000	or at a date to be chosen by the Lodge, 1% lump-sum payment calculated on the annual base salary.

This is a one time and not in base payment

As the Lodge and the University are in basic agreement on the first two years of the contract, the record focused on the third year of the contract where the Lodge is demanding a 3% increase and the University is offering an 1% increase.

The Lodge justifies its demand on the basis that the Lodge is different from other University bargaining units because its work involves law enforcement activities and shift work. The Lodge (Lodge Exhibit 6-16) shows that nearly all of the local comparables, with the exception of Meridian Township, have a 3% increase in the third year of their contracts. The Lodge also showed a trend on college campuses within the State of Michigan of at least a 3% increase in the third year as the rule rather than the exception (Lodge Exhibit 16). In Lodge Exhibit 6 inflation figures were presented in support of the wage demands requested.

The University justifies their 1% increase in the third year using the same external comparables as the Lodge. Employer Exhibit 35 shows that the Police Officer level the University pays from 28% higher at the minimum to 10% higher at the maximum level. In regard to the classification of Sergeant the University has proposed that the "maximum" for the sergeant be increased an additional 2%. Testimony of Captain Metts stated that sergeants do not start at the minimum for the classification but typically come across at the grade 2 or 3 level. On the internal comparisons, Employer Exhibit 16 four bargaining units AFSCME Local 999, AFSCME Local 1585, IATSE Local 274 and IUOE Local 547, all came to agreement on a general wage package exactly as proposed by the University in this matter. Employer Exhibit 12 shows the bargaining history has been that the Lodge has received exactly the same increase over the years as all other bargaining units.

The issue is whether the Lodge has shown sufficient equity to break away from established internal bargaining patterns. I recommend that since the Lodge has not shown substantial justification for a break from past bargaining practice that there is merit in the University position. As to the inflation figures, if substantial, the parties can address that in the third year of the contract in relation to future contracts.

Retroactivity: The Lodge has requested that the fact finder include a recommendation that the first year wages, as recited by each of the parties in their respective exhibits, include the assumption that such a wage increase will entail a retroactive calculation of wage benefit from the date the issue is resolved back to July 1, 2000. As this has been the pattern in the past, I recommend that the University withdraw the reversal of its previous position. As to the issue raised in calculation retroactivity, the University has made retroactive wage increases to members of this bargaining unit in the past.

Sick Leave Accrual

Michigan State University currently compensates its law enforcement supervisors in the ASPA with 1400 hours of sick leave accrual. Currently the Lodge is getting 1200 hours of sick leave accrual. The Lodge would like to receive 1400 hours of sick leave accrual.

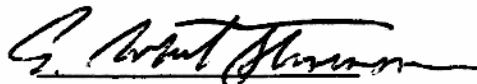
The Lodge Exhibit 7-10 shows area police departments at or above 1400 hours. While the Lodge testified that there would be no increase in cost to the University the University testified that the proposal would result in an increase in costs. The University testified that a member of the unit would be able to take some 200 hours off the job and not affect the sick leave pay out that they would receive. In addition another employee at overtime rates must, in most cases, replace any employee taking

time off due to illness. Employer Exhibit 11 shows that all other bargaining units at the University except APSA receive 1200 hours. Testimony was given that the APSA represents members throughout the University who are engaged in supervision of employees in all of the other bargaining units at the University. As to the external comparables presented by the Lodge, the University argues that the accrual limit has not been evaluated in relation to the two different disability programs offered by the University (see Employer Exhibit 1).

The issue is where there is logic in tying the sick leave accrual of the Lodge to the sick leave accrual of the APSA. I recommend such a tie in cannot be made even though law enforcement officers are in both groups since the APSA is related to supervision and can be treated differently if the parties so desire. Accruals in external comparisons did not present a full picture of sick leave treatments in other police units.

March 16, 2001

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "A. Robert Stevenson".

A. Robert Stevenson

Fact finder