

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF:

CITY OF MANISTEE

And

MANISTEE POLICE OFFICERS ASSOCIATION

DECISION AND AWARD OF ARBITRATION PANEL

8/70 Will Reinke

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In the Matter of:

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DECISION AND AWARD OF ARBITRATION PANEL

On August 3, 1970, the undersigned, Willis A. Reinke, was appointed by the Chairman of the Employment Relations Commission, Robert G. Howlett, as impartial chairman of a Panel of Arbitrators pursuant to Act 312 Public Acts of 1969. John E. Hart had been named as Arbitrator by the City of Manistee and William H. Lindeman by the Manistee Police Officers Association.

A pre-hearing conference was held on August 14, 1970. Hearing was held and testimony taken at the Manistee City Hall on August 14, 1970 from 10:00 A. M. until 3:00 P. M. Conferences were held between the Arbitrators from the conclusion of the hearing until 6:00 P. M. on the 14th and again on August 21, 1970 at the City Hall in Manistee.

A verbatim record of the hearing was made by Marshall Rosenow, Reporter for the Court of the 19th Circuit, including Manistee County. Transcripts were ordered by the City and the Police Officers Association.

The Arbitrators appointed by the City and the Police Officers Association presented their own cases. The Association offered two witnesses, Walter J. Witkowski, employed as a Police Patrolman II by the City of Manistee, and, Robert Brunette, owner-operator of

the Hobby-Toy Store, formerly employed as a Police Patrolman by the City of Manistee, and prior thereto by the City of Detroit. The substance of their testimony related to the duties and responsibilities of Police Patrolmen in Manistee, and Brunette's testimony further related to the additional responsibilities devolving upon Police Patrolmen in a small city as contrasted to those in the City of Detroit. The Manistee Patrolman in answering felony and misdemeanor calls must prepare their own follow up work including finger printing, foot prints, tire marks, photography, etc. as opposed to the situation in Detroit where the follow up work is performed by trained specialists.

Full opportunity was afforded to the Representatives for examination and cross examination. Opening and closing statements were made by Messrs. Hart and Lindeman. A number of Exhibits were submitted including the Association's original request to the City for arbitration; the joint request of the parties to the Employment Relations Commission for appointment of a Chairman of the Arbitration Panel; a copy of the latest contract between the parties; a copy of the City's proposed budget for the fiscal year ending June 30, 1970, and a number of Police Department Wage and Benefit Schedules for comparison purposes including Petoskey, Cadillac, Ferris State College and Grand Haven.

Both parties entered in good faith into the discussions leading to this award.

ISSUES AND PROPOSALS

The Police Officers Association on the record reverted to its original contract proposal, basically as follows:

1. 20% wage increase effective July 1, 1970.
2. Shift Premium Afternoon 10¢ Evening 15¢
3. Overtime -- 40 Hour Week 8 Hour Day
Overtime to be at time and one-half

4. Vacations:

1 Year Service	2 Weeks
10 Years Service	3 Weeks
15 Years Service	4 Weeks
20 Years Service	5 Weeks

(Current Schedule is)

3 Years Service	2 Weeks
10 Years Service	3 Weeks
20 Years Service	4 Weeks

5. Holidays:

Currently

Add $\frac{1}{2}$ Day Good Friday
Add $\frac{1}{2}$ Day Christmas Eve

Equal time off for all
holidays granted other
City Employees

New Years
Decoration Day
Independence Day
Labor Day
Thanksgiving Day
Employee's Birthday
Christmas Day
Half-Day Christmas Eve
Half-Day Good Friday

6. Employer pay 100% cost of Uniform, including one pair of shoes annually and \$150.00 per year for Uniform maintenance, \$75.00 on July 1st, and \$75.00 on September 1st.
Furnish 5 Cell Flashlight.

7. Call In Time:

- (a) If called in after day's shift and before next day's shift, time and one-half or 4 Hours straight time, whichever is greater
- (b) Court Time. 4 Hours cash or compensatory time at officer's option
- (c) Officers may accumulate up to 32 hours overtime. Excess to be paid at time and one-half. Any not used in 90 days to be paid at time and one-half.

(Police now receive straight time or compensatory time off)

8. Permission to Take Vacation on any shift:

8 P.M. to 4 A.M.
7 A.M. to 3 P.M.
4 P.M. to 12 P.M.
3 P.M. to 11 P.M.
12 Midnight to 8 A.M.
11 P.M. to 7 A.M.
9 P.M. to 5 A.M.
1 A.M. to 9 A.M.

9. Longevity Bonus:

3 Years	\$50.00
5 Years	100.00
10 Years	150.00
15 Years	200.00
20 Years	250.00
25 Years	300.00

Current

5 Years	\$50.00
10 Years	100.00
15 Years	150.00
20 Years	200.00
25 Years	250.00

10. Overtime to be distributed as evenly as possible.
Refusal list to be currently posted including
non-acceptance.

11. Include in Article VII, Section 3 (Funeral Leave)
Grandfather and Grandmother

12. Cost of Living Allowance:

1¢ for each .4 rise in B.L.S. Index
Adjusted Quarterly.

The City proposed alternatively: 1 Year Contract

1. 8% Wage Increase
Life Insurance increase from \$2000.00 to \$5000.00
City to assume cost of Blue-cross Blue-Shield Service
2. 2 Year Agreement with reopening on
Public Safety Officer Pay
8% Wage Increase
\$400.00 Public Safety Officer Pay
Hospitalization cost increases paid by City
\$2000.00 to \$5000.00 Life Insurance Increase
Premium Pay effective 1/1/71:
5¢ Afternoon Shift
10¢ Evening Shift

The Police Officers Association indicated basic objections to a two year contract and to separation of the 8% and the \$400.00 additive compensation for ^{proposed} ~~separation~~ Public Safety Officer duties. The Public Safety Officers concept as indicated in a directive for the Chief of Police provides that designated patrolman will answer fire calls and assist in fighting fires. The City, in November 1969 had considered integrating the Police and Fire Departments, but receded from that position. In order to beef up the police force and afford basis for additional compensation, three firemen were transferred to the police department as patrolmen

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CONSIDERATIONS AND CONCLUSIONS

which the panel must consider in arriving at a conclusion:

- mediation, fact-finding, arbitration or otherwise the parties, in the public service or in private employment.

The Union offered in evidence the following schedules:

1. Ferris State College Campus Police Department

Salary Ranges \$6,120.00 \$8,230.00 (Patrolmen)
Overtime Time and One-Half
Holidays Two and One-Half Times when worked
Life Insurance \$10,000.00
Hospitalization Pay Employees Portion
Vacation 12 Days
Holidays 6 Days
Shift Differential None

2. City of Cadillac

Salary Ranges \$6,862.00 \$7,625.00 (Patrolmen)
Overtime Time and one-half
Holidays 10
Hospitalization 100% paid by City
Vacation 1 year 1 week; 2 years 2 weeks,
8 years 3 weeks; 15 years 4 weeks
Life Insurance \$4,500.00
Shift Differential 10¢ Afternoons 15¢ Evenings

3. City of Petoskey

Salary Ranges \$7,350.00 \$8,100.00 (Patrolmen)
Overtime Two and one-half or compensatory time off
Holidays Not Stated
Vacation five and one-half to sixteen and one-half days
Hospitalization 100% paid by City
Life Insurance \$1,000.00
Shift Differential None

4. City of Grand Haven

Salary Ranges \$7,687.00 \$8,924.00 (Patrolmen)
Overtime Straight time or compensatory time
Vacation One week to three weeks after 12 years
Holidays None 3 Extra compensatory days off
Hospitalization City pays for employee only
Life Insurance \$4,000.00
Shift Differential Not stated

The City Representative presented its proposed budget and testified that the loss in population indicated by preliminary census figures had imposed further limitations on its ability to pay. The City is currently taxed at the full millage limit.

The following Schedules prevail under the current Manistee appendix:

Salaries	Patrolmen I	\$6,379.80
	Patrolmen II	\$6,693.75
Overtime	Straight Time or Compensatory Time	
Holidays	7 full days plus 2 half days	
Vacation	1 year 1 week; 3 years 2 weeks	
	10 years 3 weeks; 20 years 4 weeks	
Hospitalization	Fully paid	
Life Insurance	\$2,000.00	
Shift Differential	None	

In discussion leading to the award joint agreement was reached on the following issues, with exception of effective date of time and one-half for overtime to which delegate Lindeman dissents:

1. The City of Manistee will reimburse policemen for cleaning of uniforms or replacement thereof where the cleaning or replacement is necessitated by extraordinary circumstances including damage from fighting fires, resistance to arrest or other unusual circumstances incurred in the line of duty.

2. The City of Manistee will continue to pay full cost of employees and dependents Blue-Cross Blue-Shield Insurance.

3. The City of Manistee will increase life insurance coverage from \$2,000.00 to \$5,000.00.

4. The City of Manistee will pay shift premiums as follows, retroactive to July 1, 1970:

5c 3 P.M. to 11 P.M.
10c 11 P.M. to 7 A.M.
10c 9 P.M. to 5 A.M.

5. The City of Manistee will pay overtime at the rate of time and one-half effective 10/1/70.

Delegate Lindeman dissenting on basis retroactive to 7/1/70 should prevail.

6. The City of Manistee will grant a 14% wage increase effective July 1, 1970. The contract shall run through June 30, 1972 with a general wage reopener at the end of the first year. The contract shall be reopenable by either party for this item by notice of either party to the other not less than 60 days prior to the annual budget meeting of the City Council and the City Manager shall notify the Police Officers Association of the date of the annual budget meeting 70 days prior to such meeting.

Willis A. Reinke

WILLIS A. REINKE
IMPARTIAL CHAIRMAN

William H. Lindeman

WILLIAM H. LINDEMAN
POLICE OFFICERS ASSOCIATION DELEGATE

John E. Hart

JOHN E. HART
CITY OF MANISTEE DELEGATE