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*Poindexter, David L.*

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION  
Act 312 Arbitration

IN THE MATTER OF

CITY OF MANISTIQUE, DEPARTMENT  
OF PUBLIC SAFETY,

Employer

and

MERC Case No. C83 C 437

FRATERNAL ORDER OF POLICE,  
STATE LODGE OF MICHIGAN LABOR  
COUNCIL,

Union.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
ARBITRATION UNDER ACT 312 PUBLIC ACTS OF 1969  
AS AMENDED CASE C83 C437

Arbitration Panel

David L. Poindexter, Chairman  
Joseph P. Clark, Delegate for Union  
Charles Varnum, Delegate for Employer

*Manistique, City of*  
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### STATEMENT OF THE CASE

Pursuant to the Police - Firefighters Arbitration Act (Act #312, Public Acts 1969, as amended), the Michigan Employment Relations Commission appointed the undersigned as chairman of the panel of arbitrators to hear and decide the dispute between the City of Manistique and the Fraternal Order of Police (Public Safety). The appointment was by letter dated April 27, 1984 and signed by William Ellman, Commission Chairman. Charles Varnum is the employer delegate and Joseph Clark is the labor delegate on the panel. A hearing was held in the city manager's office on May 25, 1984.

There follows a summary of the positions of the parties and the facts cited in support of such positions.

Pursuant to a stipulation of the parties, an award is to be issued by the chairman of the arbitration panel, the parties having waived participation by their respective designees to the panel.

### FACTS

The arbitration hearing was scheduled to begin at 9:30 a.m. The parties began discussing the issues at 9:30 a.m. and held discussion for approximately six hours. A short hearing was then held. The parties at the hearing, by stipulation, waived participation by their respective designees to the panel so that

this arbitrator could write a binding opinion and award without the participation of either delegate.

After a short hearing, the parties agreed that no evidence would be presented at the hearing, but that the arbitrator would make his decisions based on briefs, which were to be filed within fifteen days of the hearing.

The city and union have both filed briefs. The city in its brief states that it is in agreement with the union's preliminary statement. The arbitrator believes that it is an accurate statement of the facts and will adopt it as the Statement of Facts for this opinion. (See union's brief pages 1 - 3).

#### FINDINGS, DISCUSSION AND DECISION

Section 9 of the statute sets out eight factors to be considered by an arbitrator when making a decision in an Act 312 arbitration case. After reviewing these factors, I believe an award can be issued upon factor (b) stipulation of the parties. The briefs of the union and the city propose the exact same last best offer, which is as follows:

1. Pursuant to stipulation by the parties at the hearing held Friday, May 25, 1984, the following issues were withdrawn, with the understanding being that they would continue as per the prior contract:

- a. Uniform cleaning allowance
- b. Shift differential
- c. EMT allowance
- d. Personal days
- e. Sick days
- f. EMT minimum call-out

2. In addition, by stipulation, two new issues were submitted for arbitration as follows:

- a. Cross training allowance
- b. Safety

3. Rates - Increase \$.35 per hour, retroactive to January 1, 1984 (Article 22).

4. Cross training allowance - To Article 22, add new section 5 to read as follows: "All certified public safety officers shall receive an additional \$300.00 to their base pay, retroactive to January 1, 1984, for cross training. The director of public safety may require up to 3 hours per month of cross training."

5. Life Insurance - Increased from \$10,000 to \$20,000, language otherwise remains same (Article 36).

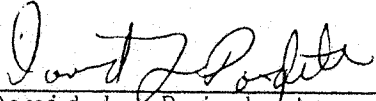
6. Holidays (Article 28) - Martin Luther King Day will be added at such time as it becomes effective as a national holiday.

7. Safety (Article 4, Section 1(d)) - change (10 sworn officers) to (9 sworn officers, excluding director).

8. Term of contract - January 1, 1984 to December 31, 1984.

AWARD

1. The city's and union's last best offers are exactly the same, and are therefore, adopted by this arbitrator.

  
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David L. Poindexter  
Chairman of the Panel

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