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STATE OF MICHIGAN  
DEPARTMENT OF LABOR

COMPULSORY ARBITRATION - P.A. 312

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

CHARTER TOWNSHIP  
OF WEST BLOOMFIELD

Public Employer

-and-

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN (Dispatchers)

Petitioner

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Pursuant to  
Act 312, P.A. of 1969,  
as amended

MERC CASE # D92 A-0092

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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

APPEARANCES:

FOR THE ACT 312 ARBITRATION PANEL

PAUL JACOBS, Chairman  
DENNIS B. DuBAY, Esq., Township Delegate  
GERALD RADOVIC, Union Delegate

OPINION AND AWARD

## INTRODUCTION:

The collective bargaining agreement between the Charter Township of West Bloomfield (Township), and the Police Officers Association of Michigan (representing the Police Dispatchers), (POAM) expired on December 31, 1991. There were efforts at mediation through the offices of the Michigan Employment Relations Commission as well as negotiations directly between the parties. Following the termination of the mediation meetings the POAM filed a petition for arbitration pursuant to P.A. 312 of 1969, as amended. The POAM described the Union as all regular full-time and regular part-time clerk Dispatchers employed in the Township Police Department, but excluding all sworn officers, all auxiliaries or reserves, all command officers, clerk dispatcher 11, and all other Township employees. The petition stated of three unresolved economic issues: 1) wages, 2) disability insurance (short term), 3) shift differential pay. The Township responded and added three additional issues: 1) a proposal that holiday pay be made as the holidays occur at a straight time rate, 2) payment for increased premiums for health insurance, 3) a proposal that members of the unit make a contribution to the Township pension plan. It was agreed that all six issues before the Panel were economic issues and subject to the last best offer provisions of Section 8 of P.A. Act 312.

Paul Jacobs was appointed impartial Chairman of the Panel by the Michigan Employment Relations Commission. The Township announced that its Panel member was Dennis DuBay, Esq. The POAM announced that its Panel member was Gerald Radovic.

As required by Section 9 of Act 312, the Arbitration Panel must consider the following factors in arriving at its decision:

The Arbitration Panel shall, (where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the Arbitration Panel) base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulation of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken

into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-find, arbitration or otherwise between the parties, in the public service or in private employment.

At the commencement of the hearings the impartial Panel Chairman took the oath as administered by the court-reporter furnished by MERC. In addition it should be noted that the parties had already, by letter to the impartial Chairman, accepted his jurisdiction and had agreed to waive the time limits as contained in Section 6 of Act 312, P.A. 1969 as amended.

#### DISCUSSION:

In this, as in most other Act 312 proceedings in which this impartial Arbitrator has participated, the parties placed considerable emphasis on Section D of the Act relating to Comparability. Each party presented its own list of comparable communities as follows: The POAM presented Birmingham, Bloomfield Township, Farmington Hills, Madison Heights, Novi, Pontiac, Southfield and Waterford Township. The Township presented Birmingham, Bloomfield Township, Farmington Hills, Ferndale, Hazel Park, Royal Oak, Waterford Township and White Lake. The parties could only agree on four communities as being comparable: Birmingham; Bloomfield Township; Farmington Hills; and Waterford Township. The POAM urges the Arbitrator to accept its comparable communities and asserts that it has made a complete and thorough investigation of comparability involving police Dispatchers since there were no prior police

Dispatcher Act 312 awards upon which to rely. The POAM asserts that it has submitted only those communities where the work of the civilian Dispatcher is sufficiently similar to that described by its witnesses, R. Mastej. The Township employs thirteen full-time and two part-time Dispatchers. The Township also dispatches for four police departments and two fire departments, as well as the Township water department. The POAM noted that the Township Dispatchers are emergency medical dispatch trained and are able to give pre-arrival instructions to callers requesting help. The POAM also presented Rene Mastej, a City of Novi Dispatcher, who made a study of many departments in Oakland County, and whose testimony was given in a similar case involving the City of Novi and POAM Dispatchers. In her opinion the communities most comparable to the communities posed by the POAM were communities where the work was similar to that which she describes as being performed in the Township.

The Township believes that there are two prime criteria involved in the issue of comparability, population and residential character of the community. The Township states that these two criteria provide a rational and objective basis for defining comparability.

Inasmuch as the comparable communities presented by both the Township and the POAM are all within the confines of Oakland County, it would be very easy to consider them all comparable, and settle the matter in that fashion, however there are some communities presented by each party that do not comply or comport to the word comparability. Reference must be made to those communities which

are comparable in size, population and work duties performed by the civilian police Dispatchers. The occupation is particularly strenuous and as proof thereof it is noted that in most communities the work is considered unusually stressful and not performed by police officers. The work is mostly performed by women in the work force, and only for a short number of years. The reason being given most often for failure to complete a life-long employment is the fact the stress is so great. I believe Gertrude Stein would have said a Dispatcher is a Dispatcher is a Dispatcher. The work performed in each community requires a similar attention and devotion to duty.

The various communities, however, are not all comparable even though they are all located within the same county. For example, the cities of Pontiac and Southfield are major cities within the County, whereas the Township has not even arisen to the class of a city. One cannot ignore, however, the impact that the surrounding communities have on the Township. Major arteries terminate at the Township borders and/or extend into the Township borders through proposed new freeway extensions. The Township will undoubtedly see the number of index crimes increase as the size of Township population increases. This is a self-evident fact to be noted only by driving through the Township and seeing the tremendous amount of traffic and new construction. The Township has not pleaded an inability to pay although the Township has offered evidence and it is noted that the Township like all other communities in the State are being impacted by recent changes in the tax laws as voted on by the citizenry and passed by the State Legislature. The Panel should

adopt those communities which both parties agree upon, namely, Birmingham, Bloomfield Township, Farmington Hills and Waterford Township. As to the remaining communities, the Panel should reject the cities of Pontiac and Southfield for the reason that they are dissimilar in terms of migrant workforce, industrial usage as well as size and the number of index crimes. The remaining communities proposed by the party are insignificant in that they are each corroborative of their proponents point of view.

### ISSUES

#### Union Economic Issue #1 - Wages

Union:

PRESENT:

### APPENDIX A SALARY SCHEDULE

	START	AFTER 6 MONTHS	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
Effective January 1, 1989 thru December 31, 1989	\$17,761	\$18,404	\$19,094	\$19,785	\$20,474	\$21,166	\$21,922
Effective January 1, 1990 thru December 31, 1990	\$18,471	\$19,140	\$19,858	\$20,576	\$21,293	\$22,013	\$22,799
Effective January 1, 1991 thru December 31, 1991	\$19,210	\$19,906	\$20,652	\$21,399	\$22,145	\$22,894	\$23,711

UNION'S FINAL OFFER OF SETTLEMENT:

APPENDIX A  
SALARY SCHEDULE

	START	AFTER 6 MONTHS	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
Effective January 1, 1992 thru December 31, 1992	\$19,978	\$20,877	\$21,776	\$22,675	\$23,573	\$24,472	\$25,371
Effective January 1, 1993 thru December 31, 1993	\$20,778	\$21,839	\$22,901	\$23,962	\$25,024	\$26,085	\$27,147
Effective January 1, 1994 thru December 31, 1994	\$21,400	\$22,470	\$23,594	\$24,774	\$26,012	\$27,573	\$28,936

Wages to be retroactive to January 1, 1992.

Employer:

TOWNSHIP OF WEST BLOOMFIELD'S FINAL OFFER OF SETTLEMENT

Effective January 1, 1992 - December 31, 1992:

Effective January 1, 1992, increase the annual salary rates by four (4%) percent across the board.

Effective January 1, 1993 - December 31, 1993

Effective January 1, 1993, increase the annual salary rates by four (4%) percent across the board.

Effective January 1, 1994 - December 31, 1994:

Effective January 1, 1994, increase the annual salary rates by four (4%) percent across the board.

Effective Date: As set forth above.



#### DISCUSSION:

The POAM final offer of settlement seeks an increase over and above the 4 (4%) percent offered by the Township based upon the fact that the Dispatchers wish to receive the same amount of pay as does the records clerk. Cited in support of this position is the fact that Dispatchers often do some record keeping, in addition the person to whom the POAM is referring to, and who is now doing the duties of records clerk was a person unable to perform the duties of a Dispatcher, and who dropped out of Dispatcher training. The interesting comment which must be made in connection with this request is that the party to whom the POAM is directing its attention is a former police officer who was wounded in the line of duty. It appears that he is now able to work in the Township, but not as a police officer, although he has recently been certified as such. It appears that this is a political decision that the Township Department made in order to bring back one of its own. This should not be used as the basis for determining whether or not the Dispatchers are entitled to be paid the same wages as a record clerk.

In addition, the Union seeks a two-level percentage wage increase. The POAM wishes to obtain a higher percentage increase for those employees with the greatest seniority.

POAM, in its brief, states as follows:

"It is quite surprising and truly baffling that for 1994, the Employer offers its own Dispatchers only \$26,672 when the Employer's external comparables were paying \$26,220 in 1992, two full years earlier! (Employer Exhibit 44)".

The Township, in its DISCUSSION of the POAM's wage request, makes note that the Township Dispatchers are seventh among the comparables contained in its Exhibit 43, and that with a four (4%) increase they would rise to sixth among the comparables with settled contracts. The Township urges the Panel to understand that examining only the salary rate is misleading because Dispatchers are not required to make a mandatory pension contribution, thus what purports to be a salary does not take into account the fact that a percentage is contributed toward the employee's pension program. The Township also urges the Panel to take note of the roll-up costs involved with each One Dollar of salary increase. That a four (4%) percent increase will amount to an additional roll-up cost of \$4,236. (Four Thousand Two Hundred Thirty Six Dollars) per year, per Dispatcher. The Township also urges the Panel to understand that future revenues may be in jeopardy, and that some revenues upon which it has previously depended have already been eliminated. The Township, however, does not argue inability to pay. The Township, however, does point to the wage increases received by other bargaining units during the past several years, all of which were in the three to four (3%-4%) percent range. The members of the bargaining unit are also asked to recognize that a four (4%) percent salary increase represents an amount in excess of the cost of living increase for any of the contract years involved in this Act 312 proceeding.

Accordingly, the Panel adopts the Townships offer on Wages.

Union Economic Issue #2 - Disability Insurance

UNION'S FINAL OFFER OF SETTLEMENT:

Disability Insurance - Short Term

PRESENT:

ARTICLE XVIII  
INSURANCE

18.5: The Township pays the premiums to provide short-term disability insurance for permanent full-time seniority employees. The short-term disability insurance provides a benefit of Eight-Four (\$84.00) Dollars per week for a maximum of twenty-six (26) weeks. The insurance coverage begins the first day for an accident and the eighth day after the beginning of an illness. The insurance benefit is payable under the terms of Article XXII - Leaves or Absence.

FINAL OFFER OF SETTLEMENT:

ARTICLE XVIII  
INSURANCE

18.5 The Township pays the premiums to provide short-term disability insurance for permanent full-time seniority employees. The short-term disability insurance provides a benefit of Eight-Four (\$84.00) Dollars per week for a maximum of twenty-six (26) weeks. Effective [date of award], the short-term disability insurance will be fifty (50%) percent of the employee's regular take home pay up to a maximum of two hundred fifty (\$250.00) dollars per week. The insurance coverage begins the first day for an accident and the eighth day after the beginning of an illness. The insurance benefit is payable under the terms of Article XXII - Leaves of Absence.

Disability Insurance - Short Term to be effective date of award.

Employer:

TOWNSHIP OF WEST BLOOMFIELD FINAL OFFER OF SETTLEMENT:

Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: January 1, 1992.

DISCUSSION:

Continuity of income during a period of disability is of major concern to all but the most wealthy. I dare say that most persons seek employment because of their concern over their inability to maintain themselves. The current contract provision of Eighty Four Dollars (\$84) per week seems unreasonably inadequate. Disability Insurance is generally available only to those who are capable of passing a physical examination. In this instance I am assuming that most of the Dispatchers will be able to pass a physical examination required by a disability income insurance provider. In addition, most of the members of the work force involved in this unit are of young age and therefore the premium should not be very large based upon age and experience. The amount requested by the unit in terms of disability insurance is well advised and will certainly afford them a measure of comfort that will enable them not only to perform their job duties better, but will entice them to remain on the job for a longer period of time, and to attain retirement age.

The Panel adopts the Union's Final Offer of Settlement.

Economic issue #3-Shift Differential Pay

Union Final Offer of Settlement:

The Union withdraws this issue in favor of the status quo, and proposes no change to contract language or practice.

Employer Final Offer of Settlement:

Retain current contract language and add no additional contractual provisions on this issue.

Effective Date: January 1, 1992

DISCUSSION:

The Union states it withdraws the issue. The Township's last offer of settlement is retained.

The Panel adopts the current contract language.

**TOWNSHIP ISSUES**

Township Issue #1 - Holidays:

Township Final Offer of Settlement:

ARTICLE XVI - Holidays

16.1 The following days are designated as holidays for all employees covered by this Agreement:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
Veterans Day  
Washington's Birthday  
Columbus Day  
Day before New Year's

16.2: Because uniform employees of the West Bloomfield Township Police Department must maintain operation on every day of the year, the employees of this bargaining unit are required to work on their regular shift even though the shift may fall upon one of the above holidays. The employee shall therefore be entitled to twelve (12) extra days pay computed at straight time in lieu of the above holidays. Such sums shall be paid annually on November 30.

In the event personnel assigned to the records operation are not scheduled to work on the above holiday(s), such personnel will receive their regular daily rate for the holiday but will not receive the lump sum payment for such holiday(s).

16.3: Employees may take, subject to the provisions of this Section, up to five (5) days off with regular straight-time pay in lieu of the paid holiday time set forth in this Article. Each day so taken shall be deducted from the twelve (12) days allotted to each employee. No more than five (5) days may be taken in any one (1) calendar year (December 1 to November 30). Days off must be scheduled in advance and the employee must receive advance approval from the Department. Employees with at least five (5) years of service may use up to eight (8) days as set forth in this section.

Revise Article XVI - Holidays, Section 16.2 to provide as follows:

16.2: Because uniform employees of the West Bloomfield Township Police Department must maintain operation on every day of the year, the employees of this bargaining unit are required to work on their regular shift even though the shift may fall upon one of the above holidays. Employees who work on one of the above designated holidays will receive a holiday payment equal to the employee's straight-time hourly rate for the hours worked on the holiday. In the event personnel assigned to the records operation are not scheduled to work on the above holiday(s), such personnel will receive their regular daily rate for the holiday.

Effective Date: January 1, 1994.

Union's Final Offer of Settlement:

The Union desires to maintain the status quo and proposes no change to contract language or practice.

DISCUSSION:

This issue is actually moot because by the time this Award is entered, the parties will be negotiating for a second three-year contract. Accordingly, I do not wish to do anything retroactively that would affect any dollar amount that has already been paid. In addition, it should also be noted that nowhere in discussing the issue of Wages did the Township suggest the benefit it would receive in terms of the percentage wage increase which it has offered, or the net effect upon the suggested roll-up costs which it contemplated in the event the Panel would adopt the Township's proposal with regard to Holiday Pay. These two subjects are intertwined and should be considered as one in terms of negotiating a future contract.

For the purpose of this P.A. 312 Award, the Panel adopts the status quo.

Township Issue #2 - Health Insurance:

Township Final Offer of Settlement:

Revise Article XVIII - by adding the following new Section 18.10:

Section 18.10. The Township shall pay the premiums in effect on December 31, 1993. Any additional and/or increased premiums shall be the joint responsibility of the Township which shall pay seventy-five (75%) percent of all future premium increases and the employee who shall pay twenty-five (25%) percent of all future premium increases. The employee's contribution shall be made by payroll deduction. The employee shall sign a payroll deduction authorization form authorizing such deductions.

Effective Date: Date of the Arbitration Award.

### Union's Final Offer of Settlement:

The Union desires to maintain the status quo and proposes no change to contract language or practice.

### DISCUSSION:

In support of its advocacy of the Dispatchers paying a portion of their health care premium, the Township states that it is undisputed that the cost of health insurance is continuing to skyrocket. It is probably so. As a result everyone is well aware of the fact that there are many proposals before the Congress, not only to control health care costs, but to arrange some form of universal coverage. This Arbitrator has always maintained that cost containment is an important factor to be considered when offering health insurance to employees. I have often suggested that deductibles be raised, that co-pay be raised, but I have never suggested that the employee's share be 25% of any rate increase after a particular date -- in this instance after December 31, 1993. It is my current position, and I have so indicated in a recent fact finding decision that pending the outcome of legislation by Congress, it would be premature at this time to make any changes in health care insurance other than in the areas in which I have noted above.

If it is true that this is the only unit singled out by the Township for this type of sharing in any premium increase, then I think it is also unfair to ask them to be the guinea pig. This is something that should be resolved across the board between the Township and all of its unionized units. I fully understand the



Township's concerns about the cost of health insurance and the need for cost containment. There was certainly no testimony from any insurance representative as to how the Township could reduce its cost without placing any penalty on the usage by the employee. In addition the cost saving to the Township was not discussed, nor was this matter discussed in conjunction with its effect on the wage increase which the Panel is recommending in the amount of four (4%) percent. The Township's proposal regarding Health Insurance may in effect reduce the awarded pay increase by an unknown percentage, and it would not be fair to do so in light of the fact that the Union's proposal for a wage increase was rejected.

The Panel adopts the Union's position on Health Insurance.

Township Issue - Retirement:

Township Final Offer of Settlement:

Revise Article XXVI - Retirement by adding a new Section 26.4 to provide as follows:

SECTION 26.4. All employees shall contribute two and one-half (2.5%) percent of his/her aggregate total earnings for each fiscal year to the pension plan set forth in Section 26.1 above. Employee contributions shall be made by payroll deduction.

Effective Date: Date of the Arbitration Award.

Union's Final Offer of Settlement:

The Union desires to maintain the status quo and proposes no change to contract language or practice.

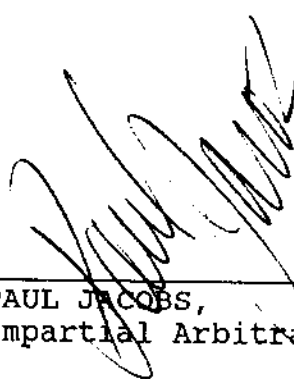
DISCUSSION:

The Township's position is that since many of the comparable communities expect an employee contribution toward the pension program, and the Township does not, that this is the basis for seeking a change in the contract to include an employee contribution to the pension plan. To this point in time the Township has had no problem maintaining the pension program according to the Employer's brief, although the Employer is concerned that perhaps in the future, due to a loss of state shared revenues there may be a problem. That problem should be addressed if and when it occurs.

Once again, the Township seeks to reduce the actual 4 (4%) percent wage increase which it has offered and has been accepted by the Panel by attempting to insert a provision in the contract which will actually reduce the take-home pay of the employee.

It would have been helpful had there been testimony from an actuarial consultant as to the cost to the Township and to the employees of this proposal. Absent such testimony on which to base a decision, the Panel recommends that the current pension contribution plan be maintained, and that no additional paragraph be added to the contract. The Panel adopts the Union's final offer of settlement.

Dated: June 22, 1994



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PAUL JACOBS,  
Impartial Arbitrator

STATE OF MICHIGAN  
DEPARTMENT OF LABOR

COMPULSORY ARBITRATION - P.A. 312

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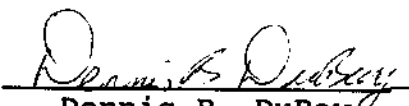
AWARD

The arbitration panel adopts the award set forth below and also notes that the panel members have indicated those issues on which they concur and those issues on which they do not concur.

- |                                    |           |
|------------------------------------|-----------|
| 1. Wages                           | Township  |
| 2. Short Term Disability Insurance | Union     |
| 3. Shift Differential Pay          | Withdrawn |
| 4. Holidays                        | Union     |
| 5. Health Insurance                | Union     |
| 6. Retirement                      | Union     |

  
Chairman  
Paul Jacobs

  
Gerald Radovic  
Union Delegate  
Dissents on Issue #1  
Concurs on Issues #3-6

  
Dennis B. DuBay  
Employer Delegate  
Concurs on Issue #1  
Dissents on Issues #3-6  
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