

10/3/73 ARB

Harper Woods, City of

.....

IN THE MATTER OF THE VOLUNTARY ARBITRATION BETWEEN:

HARPER WOODS POLICE OFFICERS' ASSOCIATION

-AND-

CITY OF HARPER WOODS

A MICHIGAN MUNICIPAL CORPORATION

CONDUCTED PURSUANT TO

POLICE-FIRE FIGHTERS ARBITRATION ACT

(ACT No. 312, PUBLIC ACTS OF 1969, AS

AMENDED BY ACT No. 127, PUBLIC ACTS OF 1972)

.....

ARBITRATION PANEL:

RUDI P. EDEL, ASSOCIATION PRESIDENT JOSEPH C. DORSKY, CITY MANAGER

ARBITRATOR APPOINTED BY THE ASSOCIATION ARBITRATOR APPOINTED BY THE CITY

CHARLES A. ROGERS

ARBITRATOR APPOINTED BY THE PARTIES

CHAIRMAN

RECORD OF PROCEEDINGS

AND

ORDER TERMINATING THEM

=====

RECORD OF PROCEEDINGS

THE CHAIRMAN OF THE ARBITRATION PANEL IN THESE PROCEEDINGS WAS GIVEN WRITTEN NOTICE OF HIS APPOINTMENT BY THE PARTIES RATHER THAN BY THE CHAIRMAN OF THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION WHO, UPON REQUEST, GAVE HIS WRITTEN OPINION THAT:

"THE DELEGATES APPOINTED BY A PUBLIC EMPLOYER AND A LABOR ORGANIZATION REPRESENTING POLICE...HAVE THE STATUTORY POWER TO CHOOSE A CHAIRMAN FOR AN ARBITRATION PANEL".

FOLLOWING THE ESTABLISHMENT OF THE ARBITRATION PANEL AND WITH ITS ASSISTANCE TO AN EXTENT CONSIDERED NOT INAPPROPRIATE BY ANY PERSON INVOLVED IN THESE PROCEEDINGS, THE PARTIES THEMSELVES NEGOTIATED A COMPLETE AND DETAILED COLLECTIVE BARGAINING AGREEMENT FOR THE PERIOD FROM JANUARY 1, 1973, THROUGH JUNE 30, 1974 - THEIR FIRST SUCH AGREEMENT, ALBEIT THEY HAD THERETOFORE HAD A SERIES OF SHORT AND INCOMPLETE AGREEMENTS, BEGINNING WITH ONE FOR THE CALENDAR YEAR OF 1967.

ON JULY 17, 1973, THE CHAIRMAN MAILED TO THE PARTY-APPOINTED MEMBERS OF THE PANEL:

"...A DRAFT OF THE AGREEMENT AS I UNDERSTAND IT TO HAVE BEEN DEVELOPED BY THE PARTIES....I REQUEST YOUR REVIEW OF IT AND YOUR NOTATION OF ANY ERRORS YOU THINK I HAVE MADE IN WRITING IT...I WILL PROMPTLY

LABOR AND INDUSTRIAL
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Michigan State University
JUL 31 1976

PROCEED TO PREPARE A DRAFT OF OUR 'OPINION AND ORDER' AS AN ARBITRATION PANEL, TO WHICH THE AGREEMENT WOULD BE AN ATTACHMENT - AND WILL SEND YOU A COPY FOR YOUR COMMENTS AND SUGGESTIONS".

IN HIS LETTER TO THE PARTY-APPOINTED MEMBERS, JULY 17, 1973, THE CHAIRMAN FURTHER NOTED:

"I SUGGEST THAT WE CONTINUE TO KEEP OPEN IN OUR SCHEDULES THE DATES IN EARLY AUGUST WHICH WE HAD SET UP AT THE TIME THAT OUR HOLDING OF HEARINGS WAS CONTEMPLATED - FOR OUR PANEL-ONLY USE, IF WE NEED THAT TIME TO WORK OUT DIFFERENCE OF OPINION ON THE OPINION AND ORDER AND/OR THE AGREEMENT, OR FOR HEARINGS IF WE ARE UNABLE TO RESOLVE WHATEVER PROBLEMS ARISE. MY OWN SITUATION IS THAT I WILL BE UNAVAILABLE FOR ABOUT SIX OR SEVEN WEEKS AFTER AUGUST 12TH, AND I WOULD, ACCORDINGLY, BE PLEASED TO SEE THIS MATTER COMPLETED BEFORE THAT DATE, AND AS MUCH PRIOR TO IT AS POSSIBLE".

IN A LETTER TO THE PARTY-APPOINTED MEMBERS OF JULY 21, 1973, THE CHAIRMAN COVERED HIS FORWARDING TO THEM, THEREWITH, OF A DRAFT "RECORD OF THE DISPOSITION OF THESE PROCEEDINGS, AND ORDER" THE PURPOSES OF WHICH WERE STATED IN IT TO BE:

"TO RECORD THE FOREGOING DISPOSITION OF ALL MATTERS RAISED IN THESE PROCEEDINGS;

"TO CONFIRM THAT EACH PARTY-APPOINTED MEMBER OF THE ARBITRATION PANEL, BY HIS SIGNATURE BELOW, DOES VERIFY THAT THE PARTY APPOINTING HIM HAS FULFILLED ALL REQUIREMENTS OF RATIFICATION OF 'ATTACHMENT 1' [THE NEGOTIATED COLLECTIVE BARGAINING AGREEMENT]; AND,

"TO CONFIRM, BY THE ORDER WHICH FOLLOWS, THE UNANIMOUS OPINION OF THE ARBITRATION PANEL WITH RESPECT TO 'ATTACHMENT 1'".

HAVING CONTINUED TO HEAR NOTHING FROM THE PARTY-APPOINTED MEMBERS OF THE PANEL, THE CHAIRMAN CANCELLED THE EARLY-AUGUST HEARING DATES AND, ON AUGUST 10, 1973, WROTE TO THEM A LETTER IN WHICH THE FOREGOING DEVELOPMENTS WERE REVIEWED.

CONTINUING TO HEAR NOTHING FROM THE PARTY-APPOINTED MEMBERS, THE CHAIRMAN WROTE TO THEM ON SEPTEMBER 12, 1973, AGAIN REVIEWING THE DEVELOPMENTS IN THESE PROCEEDINGS WHICH, SOME TIME PRIOR, HAD INDICATED THEIR CONCLUSION BY NEGOTIATION OF A MUTUALLY ACCEPTABLE COLLECTIVE BARGAINING AGREEMENT - AND HE ISSUED A MEETING-CALL OF THE PANEL FOR SEPTEMBER 21, 1973, AND ANNOUNCED HEARING DATES OF SEPTEMBER 25TH, 28TH, AND OCTOBER 8TH, IF HEARINGS PROVED NECESSARY TO CONCLUDE THESE PROCEEDINGS.

ON SEPTEMBER 19, 1973, THE CHAIRMAN RECEIVED A LETTER, DATED SEPTEMBER 18TH, FROM LOCAL NO. 214, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, IN WHICH HE WAS, FOR THE FIRST TIME, INFORMED THAT SUCH UNION HAD PETITIONED THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION FOR AN ELECTION AMONG THE CITY'S POLICE OFFICERS, THAT A PRE-ELECTION CONFERENCE HAD BEEN HELD, AND THAT A REPRESENTATION ELECTION WAS SCHEDULED FOR SEPTEMBER 27TH. BY INQUIRY, THE CHAIRMAN LEARNED, FURTHER, THAT SUCH PETITION FOR ELECTION HAD BEEN FILED ON AUGUST 22, 1973, AND THAT AT THE PRE-ELECTION CONFERENCE HELD ON SEPTEMBER 7TH, A CONSENT

ELECTION AGREEMENT HAD BEEN SIGNED BY ALL PARTIES IN INTEREST.

ACCORDINGLY, THE CHAIRMAN INVITED THE PRESIDENT OF LOCAL 214, I.B.T.C.W.H.A., TO THE MEETING CALLED FOR SEPTEMBER 21, 1973. SUCH MEETING WAS HELD AND WAS ATTENDED BY: THE PANEL-MEMBERS; COUNSEL FOR THE HARPER WOODS POLICE OFFICERS' ASSOCIATION; THE TWO MEMBERS OF THE ASSOCIATION'S BARGAINING COMMITTEE (ITS PANEL MEMBER BEING THE THIRD MEMBER AND PRESIDENT OF THE ASSOCIATION); AND, THE PRESIDENT OF LOCAL 214, I.B.T.C.W.H.A. THE CHAIRMAN COVERED THE FOLLOWING, AFTER INTRODUCING THE PRESIDENT OF LOCAL 214 AS PRESENT AT THE CHAIRMAN'S INVITATION:

- THAT HE HAD HAD NO COMMUNICATION FROM THREE OF THE FIVE PERSONS ATTENDING THE PANEL'S INITIAL MEETING OF MAY 23, 1973 - THE ASSOCIATION-APPOINTED MEMBER OF THE PANEL, THE ASSOCIATION COMMITTEEMAN WHO HAD ALSO ATTENDED, AND COUNSEL FOR THE CITY. AND, THAT HE HAD HAD NO COMMUNICATION FROM THE OTHER TWO PERSONS PRESENT - THE CITY-APPOINTED MEMBER OF THE PANEL AND COUNSEL FOR THE ASSOCIATION - SINCE JULY 12, 1973.
- THAT THE DEVELOPMENTS IN THESE PROCEEDINGS HAD BEEN AS HEREINBEFORE REVIEWED.
- THAT, IN VIEW OF THE MOST-RECENT DEVELOPMENT MADE KNOWN TO THE CHAIRMAN - THE PENDING REPRESENTATION ELECTION - THE PURPOSE ANNOUNCED IN THE MEETING-CALL, "TO PUT THIS MATTER ON THE ROAD TO ITS CONCLUSION", WAS IN-APPROPRIATE AT LEAST.
- THAT THE HEARINGS ANNOUNCED FOR SEPTEMBER 25TH AND SEPTEMBER 28TH, BEING ON DATES PRIOR TO AND IMMEDIATELY FOLLOWING THE ELECTION SCHEDULED FOR SEPTEMBER 27TH, SUCH HEARING DATES WERE CANCELLED.
- THAT EACH PARTY-APPOINTED MEMBER WAS REQUESTED TO INFORM THE CHAIRMAN OF THE OUTCOME OF THE ELECTION.
- THAT IF THE ASSOCIATION PREVAILED IN THE ELECTION, HEARINGS IN THESE PROCEEDINGS WOULD BE HELD ON OCTOBER 8, 9, 10. AND, THE CHAIRMAN WOULD BE DISPOSED FAVORABLY TO CONSIDER INTERVENOR BY I.B.T.C.W.H.A. PURSUANT TO SECTION 6 OF THE APPLICABLE ACT.
- THAT IF THE I.B.T.C.W.H.A. PREVAILED IN THE ELECTION, THESE PROCEEDINGS WOULD BE TERMINATED INASMUCH AS THE ASSOCIATION, WHICH PARTICIPATED IN INITIATING THESE PROCEEDINGS AS THE BARGAINING AGENT FOR THE CITY'S POLICE OFFICERS, WOULD NO LONG ENJOY SUCH BARGAINING AGENT STATUS.

THE PARTY-APPOINTED PANEL MEMBERS IGNORING THE CHAIRMAN'S REQUEST TO BE INFORMED OF THE OUTCOME OF THE REPRESENTATION ELECTION HELD SEPTEMBER 27, 1973, THE CHAIRMAN MADE INQUIRY WITH RESPECT THERETO OF AN APPROPRIATE MEMBER OF THE STAFF OF MICHIGAN EMPLOYMENT RELATIONS COMMISSION. HE WAS INFORMED THAT I.B.T.C.W.H.A. HAD PREVAIL-

ED IN THE REPRESENTATION ELECTION HELD AMONG THE CITY'S POLICE OFFICERS ON SEP-
TEMBER 27, 1973.

ACCORDINGLY, THE CHAIRMAN OF THIS ARBITRATION PANEL ISSUES THE ORDER WHICH
FOLLOWS HEREINAFTER, AND ATTACHES HERETO AS APPENDICES "1" THROUGH "12" DOCUMENTS
UPON WHICH IS BASED THE RECORD OF THE THESE PROCEEDINGS, HEREINBEFORE APPEARING,
AND WHICH EVIDENCE THE ACCURACY OF SUCH RECITAL OF THE RECORD.

ORDER:

THE VOLUNTARY ARBITRATION PROCEEDING BETWEEN HARPER WOODS POLICE
OFFICERS' ASSOCIATION AND CITY OF HARPER WOODS, A MICHIGAN MUNI-
CIPAL CORPORATION, INITIATED PURSUANT TO POLICE-FIRE FIGHTERS AR-
BITRATION ACT (ACT No. 312, PUBLIC ACTS OF 1969, AS AMENDED BY
ACT No. 127, PUBLIC ACTS OF 1972), IS HEREBY ORDERED TERMINATED
UNDER THE CIRCUMSTANCES OF THE RECORD OF SUCH PROCEEDING WHICH
HAS HEREINBEFORE APPEARED AND WHICH IS EVIDENCED BY APPENDICES
"1" THROUGH "12" HEREINAFTER APPEARING AS ATTACHMENTS HERETO.

DEARBORN, MICHIGAN,

OCTOBER 3, 1973.

Charles A. Rogers

CHARLES A. ROGERS, CHAIRMAN.

COPY, WITH APPENDICES, TO:

JOSEPH C. DORSKY, CITY MANAGER, PANEL-MEMBER APPOINTED BY CITY OF HARPER WOODS.
RUDI P. EDEL, PRESIDENT, HARPER WOODS POLICE OFFICERS' ASSOCIATION, PANEL-
MEMBER APPOINTED BY SUCH ASSOCIATION.

✓ ROBERT G. HOWLETT, ESQUIRE, CHAIRMAN, MICHIGAN EMPLOYMENT RELATIONS COMMISSION.
(THREE COPIES).

THOMAS C. MAYER, ESQUIRE, ATTORNEY FOR CITY OF HARPER WOODS.

DENNIS R. NETTLE, ESQUIRE, ATTORNEY FOR HARPER WOODS POLICE OFFICERS' ASSOCIATION.

JOSEPH VALENTI, PRESIDENT, LOCAL No. 214, INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA.

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April 2, 1973

Michigan Employment Relations Commission
603 Department of Labor Building
7310 Woodward Avenue
Detroit, Michigan 48202

RE: Harper Woods Police Officers Association
and City of Harper Woods

Gentlemen:

We, the representatives of the City of Harper Woods and the Harper Woods Police Officers Association, do hereby mutually agree to select as arbitrator for the arbitration proceedings, one Mr. Charles Rogers.

Sincerely,

JOSEPH DORSKY
Acting on behalf of the City
of Harper Woods

DENNIS R. NETTLE
Acting on behalf of the Harper
Woods Police Officers Assoc.

DRN:jmw

CROUCHMAN, NETTLE AND SWICK

ATTORNEYS AT LAW
23000 GREATER MACK AVENUE
ST. CLAIR SHORES, MICHIGAN 48080
773-7411

WILLIAM A. CROUCHMAN
DENNIS R. NETTLE
RALPH H. SWICK

May 10, 1973

DOWNTOWN OFFICE
1470 PENOBSCOT BUILDING
DETROIT, MICHIGAN 48226

Mr. Charles A. Rogers
640 S. LaFayette
Dearborn, Michigan 48124

Re: City of Harper Woods and
Harper Woods Police Officers Association

Dear Mr. Rogers:

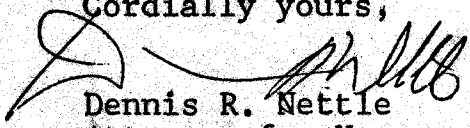
Please be advised that I represent the Harper Woods Police Officers Association in their negotiations with the City of Harper Woods for the contract which expired December 31, 1972. We have exhausted negotiations, which included meetings with the mediator, Mr. Thomas Badoud. For this reason, we have filed arbitration proceedings under the provisions of Act 312, Public Acts of 1969, as amended.

Pursuant to the Michigan Statutes governing arbitration proceedings, both sides have mutually agreed upon the selection of yourself as the chairman of the Arbitration Panel. It should be noted that Mr. Joseph Dorsky, City Manager, and Mr. Rudy Edel, President of the Harper Woods Police Officers Association, have been selected as delegates to the Panel.

Enclosed you will find a copy of a letter dated April 2, 1973 in which you were selected as the arbitrator. As you will note, this letter was signed by Mr. Joseph Dorsky as well as myself. According to my understanding of the Michigan Statutes, this will, in effect, empower you with those authorities provided as chairman of the Arbitration Panel.

Since there has been some lapse of time between the last meeting with the City, we would appreciate your quickest attention given to this matter. I am sure Mr. Dorsky and myself will assist you to the fullest in selecting dates for hearings and whatever else is necessary.

Cordially yours,


Dennis R. Nettle
Attorney for Harper Woods
Police Officers Association

cc: Mr. Joseph Dorsky
Mr. Hyman Parker
Mr. Rudy Edel

FILE MEMORANDUM

MAY 23, 1973.

COPIES TO: JOSEPH C. DORSKY, CITY-APPOINTED PANEL MEMBER.
 RUDI P. EDEL, ASSOCIATION-APPOINTEE TO PANEL OF ARBITRATION.
 THOMAS C. MAYER, ATTORNEY FOR CITY OF HARPER WOODS.
 DENNIS R. NETTLE, ATTORNEY FOR HARPER WOODS POLICE OFFICERS' ASSOCIATION.
 WARREN NEWTON, COMMITTEEMAN, HARPER WOODS POLICE OFFICERS ASSOCIATION.
 CHARLES A. ROGERS, CHAIRMAN, PANEL OF ARBITRATION.

RE: ARBITRATION BETWEEN HARPER WOODS POLICE OFFICERS' ASSOCIATION -AND- CITY OF HARPER WOODS, MICHIGAN, PURSUANT TO POLICE-FIREFIGHTERS ARBITRATION ACT -- PRELIMINARY, "ARRANGEMENTS AND GROUND RULES", MEETING OF INTERESTED PARTIES, SHORIAN MOTOR INN, ST. CLAIR SHORES, MICHIGAN, 9:30 A.M. TO 11:30 A.M., WEDNESDAY, MAY 23, 1973.

THE PERSONS FOR WHOM COPIES OF THIS MEMORANDUM ARE INDICATED ABOVE WERE PRESENT THROUGHOUT THE MEETING.

1. ESTABLISHMENT OF THE PANEL:

MR. MAYER REVIEWED MR. NETTLE'S LETTER, MAY 10, 1973, TO MR. ROGERS, AND LETTER, APRIL 2, 1973, SIGNED ON BEHALF OF EACH OF THE PARTIES, ADDRESSED TO THE DETROIT OFFICE, M.E.R.C., INFORMING M.E.R.C. OF PARTIES' SELECTION OF MR. ROGERS AS ARBITRATOR. (A COPY OF EACH OF THESE LETTERS IS ATTACHED).

ALTHOUGH IT WAS THE CONSENSUS OF THE MEETING THAT, UNDER SECTION 5 OF THE ACT, THE ABOVE LETTERS ACCOMPLISHED ESTABLISHMENT OF THE PANEL OF ARBITRATION, THERE WAS GENERAL AGREEMENT THAT IT WOULD NOT BE INAPPROPRIATE TO REQUEST THAT ROBERT G. HOWLETT, CHAIRMAN, M.E.R.C., ISSUE AN "OFFICIAL" NOTICE OF APPOINTMENT OF THE PANEL. MR. ROGERS AGREED TO MAKE THIS REQUEST. (HE DID SO UPON RETURNING TO HIS OFFICE, FOLLOWING THE MEETING, AND A COPY OF HIS LETTER TO MR. HOWLETT IS ATTACHED).

2. DEFINITION OF THE ISSUES; THE NATURE OF THE CURRENT, AND PRECEDING, AGREEMENTS:

MR. ROGERS EXPRESSED HIS VIEW, WITH WHICH THERE WAS NO DISAGREEMENT, THAT THE PROVISIONS OF SECTION 8 OF THE ACT - FOR DEFINITION, LAST OFFERS ON, AND DECISION OF, "ECONOMIC" ISSUES - WOULD BE APPLICABLE IN THIS PROCEEDING. HE INQUIRED AS TO THE NATURE OF THE CURRENT AND PRECEDING AGREEMENTS AND WAS INFORMED THAT, AS IN THE CASE OF THE CITY-FIREFIGHTERS CONTRACTS, COVERAGE WAS ALMOST EXCLUSIVELY OF ECONOMIC MATTERS, WITH THOSE MATTERS NOT TOO DEFINITELY WRITTEN.

REPRESENTATIVES OF THE PARTIES ENGAGED IN A DISCUSSION OF THE ECONOMIC ISSUES STILL UNRESOLVED. IN THE CITY'S VIEW, SUCH ISSUES WERE SALARY, UNIFORM ALLOWANCE, COST-OF-LIVING ALLOWANCE, AND LONGEVITY BONUS. THE ASSOCIATION DID NOT CONCUR, INDICATING THAT MEETING(S) OF ITS MEMBERSHIP HAD SINCE DEVELOPED OTHER ISSUES, AND IT MENTIONED VACATIONS.

IN THE CITY'S OPINION, NEGOTIATIONS BETWEEN THE PARTIES WERE RENDERED POINTLESS, IF, IN THIS ARBITRATION PROCEEDING, THE ISSUES WERE WIDE OPEN. IN ITS FURTHER OPINION, NEGOTIATIONS SHOULD REDUCE THE ISSUES-OF-DIFFERENCE TO THOSE IN A "BILL OF PARTICULARS" OF SUCH ISSUES, WHICH THE PARTIES WOULD THEN, PROPERLY, ASK THE PANEL TO DECIDE.

MR. ROGERS SUGGESTED THAT, IN VIEW OF THE INCOMPLETENESS OF THE PRESENT AND PRECEDING AGREEMENTS, THE PARTIES MIGHT ENDEAVOR TO DEVELOP AN AGREEMENT, PERHAPS REVIEWING, AND USING THE OUTLINE AND LANGUAGE OF THE CITY-FIREFIGHTERS AGREEMENT IN ITS PRESENT STAGE OF DEVELOPMENT, TO THE EXTENT APPLICABLE. THERE MIGHT THUS BE WORKED UP, SUBSTANTIALLY, THE AGREEMENT, COMPLETE AS TO SUBJECTS, WHICH BOTH PARTIES DEEMED IT ADVISABLE TO HAVE. AND, THERE WOULD BE POINTED UP THE SPECIFIC MATTERS ON WHICH THEY DIFFERED, IN THE COURSE OF THAT EXERCISE IN DRAFTSMANSHIP, WHICH WOULD BE FOR THE PANEL TO RESOLVE.

May 23, 1973 - [2]

RE: ARBITRATION BETWEEN HARPER WOODS POLICE OFFICERS' ASSOCIATION -AND- CITY OF HARPER WOODS, MICHIGAN, PURSUANT TO POLICE-FIREFIGHTERS ARBITRATION ACT -- PRELIMINARY, "ARRANGEMENTS AND GROUND RULES", MEETING OF INTERESTED PARTIES, SHORIAN MOTOR INN, ST. CLAIR SHORES, MICHIGAN, 9:30 A.M. TO 11:30 A.M., WEDNESDAY, MAY 23, 1973.

WHILE THE FOREGOING SUGGESTION WAS BEING GIVEN CONSIDERATION, AND SOME DISCUSSION WAS HAD OF IT, THE PARTIES' REPRESENTATIVES PROCEEDED TO THE QUESTION OF WHETHER THEY COULD AGREE ON THE COMMUNITIES WHOSE CITY-POLICE CONTRACTS WOULD BE USED BY THE PANEL, FOR COMPARATIVE PURPOSES ON WHATEVER ISSUES WERE IN DISPUTE IN THIS PROCEEDING. THEY AGREED UPON THE FOLLOWING:

CENTERLINE; EAST DETROIT; GROSSE POINTE PARK; ROSEVILLE; ST. CLAIR SHORES.

THEY FURTHER AGREED THAT EACH PARTY WOULD BE ENTITLED TO ENTER THE CITY-POLICE CONTRACT OF ONE OTHER COMMUNITY; THAT ALL "COMPARATIVE CONTRACTS" ENTERED WERE ^{TO} BE CERTIFIED COPIES, AND THAT THE CITY WOULD OBTAIN SUCH COPIES OF THE FIVE (5) AGREED-UPON CONTRACTS ABOVE, EXCEPT FOR ST. CLAIR SHORES WHICH THE ASSOCIATION WOULD PROVIDE.

THE PARTIES THEN CONCURRED THAT IT WOULD BE ADVISABLE TO ESTABLISH THEIR AREAS OF DISAGREEMENT THROUGH THE EXERCISE OF ENDEAVORING TO NEGOTIATE, AND WRITE, THE COMPLETE AGREEMENT THEY BOTH WOULD LIKE TO HAVE. THEY CONCURRED THAT THIS MIGHT PROCEED FROM THE CITY-FIREFIGHTERS CONTRACT AS SO FAR DEVELOPED, FOR OPENERS. THE CITY OFFERED STENOGRAPHY WHICH MIGHT BE NEEDED, FOR TYPING.

3. SCHEDULING OF FURTHER MEETINGS:

THE PARTIES ARRANGED TO MEET ON FRIDAY, JULY 6TH. ALL PRESENT CONCURRED ON THE BEGINNING OF PANEL-HEARING ON THURSDAY, AUGUST 2ND, AND RESERVED IN THEIR SCHEDULES MONDAY, AUGUST 6TH AND TUESDAY, AUGUST 7TH, FOR FURTHER PANEL-HEARING WHICH MIGHT BE REQUIRED.

IT WAS AGREED THAT ALL THE ABOVE MEETINGS WOULD BE HELD AT THE SHORIAN MOTOR INN, 20000 EAST NINE MILE ROAD, ST. CLAIR SHORES, MICHIGAN, AND WOULD BEGIN AT 9:30 A.M. MR. ROGERS MADE RESERVATIONS FOR THOSE DATES, UPON CHECKING OUT WITH THE MOTOR INN FROM TODAY'S MEETING. MANAGEMENT OF THE SHORIAN MENTIONED THAT THE MEETING-ROOMS MIGHT BE OUT OF SERVICE, DUE TO REMODELING NOW BEING UNDERTAKEN, BUT FELT THAT A GROUP OF 10 TO 12 PERSONS COULD BE ACCOMMODATED IN OTHER SPACE THERE. SOME REPRESENTATIVE(S) OF THE PARTIES, BEING MORE NEARBY THAN THE PANEL-CHAIRMAN, MIGHT WELL CHECK THE MEETING-ROOM SITUATION, A WEEK OR SO PRIOR TO JULY 6TH AND AUGUST 6TH.

THE SCHEDULING OF MEETINGS ON THE ABOVE DATES WAS INFLUENCED BY THE FACT THAT MR. DORSKY WILL BE AWAY DURING THE MONTH OF JUNE, ATTENDING THE SLOAN SCHOOL OF MANAGEMENT, M.I.T., AND MR. EDEL WILL BE AWAY ON VACATION DURING THE LAST TWO WEEKS OF JULY.

Charles A. Rogers
CHARLES A. ROGERS.

ADDENDUM - MAY 24, 1973:

IN TELEPHONE CONVERSATIONS, THIS MORNING, BETWEEN MESSRS. DORSKY, NETTLE AND ROGERS, IT WAS ARRANGED THAT: MR. DORSKY WOULD SEND TO MR. ROGERS A SET OF THE CONTRACTS BETWEEN THE CITY AND THE POLICE OFFICERS' ASSOCIATION, FROM THE BEGINNING, AND ANY OTHER CONTRACTS BETWEEN A CITY AND POLICE WHICH HE FELT MIGHT BE HELPFUL; MR. NETTLE WOULD SEND TO MR. ROGERS ANY CONTRACTS BETWEEN A CITY AND POLICE HE FELT MIGHT BE HELPFUL; AND, MR. ROGERS WOULD UNDERTAKE TO DRAFT A HARPER WOODS-POLICE OFFICERS ASSOCIATION CONTRACT WITH WHICH THE PARTIES MIGHT START THEIR JOINT EFFORTS TO DEVELOP AS COMPLETE AN AGREEMENT AS THEY CAN ACCOMPLISH, PRIOR TO THE START OF ARBITRATION-HEARING.

C.A.R.

MAY 23, 1973.

ROBERT G. HOWLETT, ESQUIRE
CHAIRMAN, MICHIGAN EMPLOYMENT
RELATIONS COMMISSION
400 TRUST BUILDING
GRAND RAPIDS, MICHIGAN 49502.

DEAR MR. HOWLETT:

I ATTACH A MACHINE-COPY OF A LETTER, MAY 10, 1973, TO ME, FROM DENNIS R. NETTLE, ATTORNEY FOR HARPER WOODS POLICE OFFICERS ASSOCIATION, AND OF THE JOINT COMMUNICATION, APRIL 2, 1973, (REFERRED TO IN THE LETTER), TO THE DETROIT OFFICE OF M.E.R.C., BY WHICH THAT ASSOCIATION AND THE CITY OF HARPER WOODS AGREED TO SELECT ME AS ARBITRATOR (UNDER THE PLICE-FIRE FIGHTERS ARBITRATION ACT).

I CONCUR WITH THE PARTIES' VIEWS THAT, UNDER SECTION 5 OF THE ACT, ^{UPON} THEIR MUTUAL SELECTION OF AN ARBITRATOR (AND, ADDITIONALLY, NOTIFICATION TO AN OFFICE OF M.E.R.C. OF THAT ACTION), NOTHING FURTHER IS REQUIRED..

HOWEVER, IN A MEETING HELD TODAY, ATTENDED BY ALL MEMBERS OF THE PANEL, COUNSEL FOR EACH OF THE PARTIES, AND A MEMBER OF THE COMMITTEE OF THE POLICE OFFICERS' ASSOCIATION, AS WELL AS MYSELF, IT WAS AGREED THAT, PERHAPS IN AN EXCESS OF CAUTION, IT WOULD NOT BE INAPPROPRIATE FOR ME TO ASK THAT YOU MAIL TO ME THE USUAL NOTICE OF APPOINTMENT AS ARBITRATOR.

UNDER THE ABOVE CIRCUMSTANCES, I WOULD BE OBLIGED TO RECEIVE, AT YOUR EARLY CONVENIENCE, THE USUAL NOTICE OF APPOINTMENT AS PANEL CHAIRMAN OF THE MATTER, OR WRITTEN VERIFICATION THAT SUCH NOTICE IS NOT NECESSARY UNDER THE CONDITIONS PRESENTED.

CORDIALLY,

CHARLES A. ROGERS.



WILLIAM G. MILLIKEN, Governor
BARRY BROWN, Director

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

400 TRUST BUILDING, GRAND RAPIDS, MICHIGAN 49502 - Phone 459-3531

June 7, 1973

COMMISSIONERS
ROBERT G. HOWLETT,
Chairman
MORRIS MILMET
WILLIAM M. ELLMANN

Mr. Charles A. Rogers
640 South Lafayette
Dearborn, Michigan 48124

Re: City of Harper Woods
and
Harper Woods Police Officers Association

Dear Mr. Rogers:

I acknowledge receipt of your letter of May 23, 1973.

It is unnecessary that I issue a formal letter of appointment. The delegates appointed by a public employer and a labor organization representing police or firefighters have the statutory power to choose a chairman for an arbitration panel.

I am, however, pleased to have notice of your appointment. My only function is to approve the State's share of the fee and expenses rendered by the chairman of the panel.

Sincerely yours,

Robert G. Howlett
Chairman

RGH:rml

cc: Mr. Joseph Dorsky
Mr. Dennis R. Nettle

P.S. We would also appreciate receiving three copies of your award for our files.



MEMORANDUM

JUNE 15, 1973.

FROM: CHARLES A. ROGERS

TO : JOSEPH C. DORSKY, CITY-APPOINTED MEMBER, PANEL OF ARBITRATION.
 RUDI P. EDEL, ASSOCIATION-APPOINTED MEMBER, PANEL OF ARBITRATION.
 THOMAS C. MAYER, ATTORNEY FOR CITY OF HARPER WOODS.
 DENNIS R. NETTLE, ATTORNEY FOR HARPER WOODS POLICE OFFICERS' ASSOCIATION.
 WARREN NEWTON, COMMITTEEMAN, HARPER WOODS POLICE OFFICERS' ASSOCIATION.
 KENNETH R. WOODWORTH, CONTROLLER, CITY OF HARPER WOODS.

RE : OUTLINE-DRAFT FOR AGREEMENT BETWEEN CITY OF HARPER WOODS -AND-
 HARPER WOODS POLICE OFFICERS' ASSOCIATION.

IN AN ADDENDUM TO A MEMORANDUM OF MAY 23RD TO ALL ADDRESSEES ABOVE (EXCEPT MR. WOODWORTH) I NOTED ARRANGEMENTS MADE FOR MY UNDERTAKING "TO DRAFT A HARPER WOODS-POLICE OFFICERS' ASSOCIATION CONTRACT WITH WHICH THE PARTIES MIGHT START THEIR JOINT EFFORTS TO DEVELOP AS COMPLETE AN AGREEMENT AS THEY CAN ACCOMPLISH, PRIOR TO THE START OF THE ARBITRATION-HEARING".

I ENCLOSE FOR EACH OF THE ADDRESSEES ABOVE A COPY OF SUCH AN OUTLINE-DRAFT, INTENDED TO SERVE ONLY AS A COMMON STARTING POINT FOR THE PARTIES' NEGOTIATIONS.

ALTHOUGH I HAVE A LIBRARY OF COLLECTIVE BARGAINING AGREEMENTS USED FOR UNITS IN OVER 100 LINES OF HUMAN ENDEAVOR, IT CONTAINS NO "SAMPLE CONTRACT" WHATEVER FOR A UNIT OF POLICE OFFICERS. SO, IN PREPARING THE ENCLOSURE I HAVE HAD ONLY SUCH GUIDANCE AS I COULD OBTAIN FROM THE PARTIES' 4 PRIOR CONTRACTS (ALL SKETCHILY WRITTEN), AND FROM THE CITY-FIRE FIGHTERS' CONTRACT WITH WHICH I HAVE RECENTLY BEEN INVOLVED.

ACCORDINGLY, THERE WILL LIKELY BE SUBJECTS TO BE ADDED WHICH I HAVE NOT INCLUDED, SUBJECTS I HAVE INCLUDED WHICH SHOULD BE DELETED, AND DETAILS OF APPROPRIATE SUBJECTS INCLUDED WHICH WILL NEED TO BE FILLED IN.

THE ENCLOSURE IS PRESENTED IN FORMAT WHICH PERMITS MAKING NOTES IN A COLUMN AT THE RIGHT, AS YOU READ ALONG - AND THE BLANK, BACK, SIDE OF THE PRECEDING PAGE IS ALSO AVAILABLE FOR MORE EXTENSIVE NOTE-MAKING.

I HAVE BEEN DELAYED IN PREPARING THE ENCLOSURE. ON THE AFTERNOON OF MAY 24TH, THE DAY I MAILED MY PRIOR MEMORANDUM TO YOU, I WAS INFORMED OF HOSPITALIZATION FROM LAST SUNDAY THROUGH TUESDAY, WHICH QUITE UPSET MY SCHEDULING. AFTER INVESTIGATORY AND EXPLORATORY PROCEDURES, EARLIER THIS WEEK, I HAVE BEEN INSTRUCTED TO RETURN TO THE HOSPITAL ON AUGUST 12TH, FOR A STAY OF A WEEK OR 10 DAYS, FOLLOWING WHICH I WILL BE UNABLE TO DRIVE UNTIL ABOUT SEPTEMBER 10TH. UNDER THESE CIRCUMSTANCES I FEEL IT ONLY PROPER THAT I OFFER TO WITHDRAW FROM THIS ASSIGNMENT, ALTHOUGH BY NO MEANS DO I ASK TO BE RELIEVED OF IT.

AT THE MEETING OF MAY 23RD I AGREED TO CLARIFY MY STATUS AS PANEL CHAIRMAN IN VIEW OF YOUR MUTUAL APPOINTMENT OF ME TO THAT CAPACITY, WITHOUT APPOINTMENT BY MICHIGAN EMPLOYMENT RELATIONS COMMISSION. TO MY MEMORANDUM OF MAY 23RD I ATTACHED A COPY OF MY LETTER TO THE CHAIRMAN, M.E.R.C., ON THIS ASPECT. I ATTACH HERETO A COPY OF LETTER DATED JUNE 7TH, POSTMARKED JUNE 10TH AND RECEIVED JUNE 12TH, IN WHICH THE CHAIRMAN, M.E.R.C., SAYS THAT, "IT IS UNNECESSARY THAT [HE] ISSUE A FORMAL LETTER OF APPOINTMENT...".

Charles A. Rogers
 CHARLES A. ROGERS.

APPENDIX "7"

CHARLES A. ROGERS
DEARBORN, MICHIGAN
48124

640 SOUTH LAFAYETTE

LOGAN 2-8997

JULY 17, 1973.

J.C. DORSKY, CITY MANAGER
CITY-APPOINTED DELEGATE
TO PANEL OF ARBITRATION

MR. RUDI P. EDEL
DELEGATE OF HARPER WOODS
POLICE OFFICERS' ASSOCIATION
TO PANEL OF ARBITRATION

FELLOW PANEL MEMBERS:

HAVING BEEN INFORMED BY MR. DORSKY, AND BY MR. NETTLE, THE ASSOCIATION'S ATTORNEY, THAT THE PARTIES HAD NEGOTIATED A MUTUALLY SATISFACTORY AGREEMENT, I BORROWED MR. DORSKY'S REVISION OF MY DRAFT AGREEMENT PROVIDED IN JUNE, AND HAVE PROCEED TO PREPARE A DRAFT OF THE AGREEMENT AS I UNDERSTAND IT TO HAVE BEEN DEVELOPED BY THE PARTIES.

I ENCLOSE A COPY OF MY DRAFT OF THE FINAL AGREEMENT, FOR EACH OF YOU.
I REQUEST YOUR REVIEW OF IT AND YOUR NOTATION OF ANY ERRORS YOU THINK I HAVE MADE IN WRITING IT.

YOU MAY WANT TO HAVE SOMEBODY ELSE ALSO REVIEW THIS DRAFT. SO, I DO HAVE AN EXTRA COPY OF IT AVAILABLE FOR EACH OF YOU, IF YOU WANT IT.

I WILL PROMPTLY PROCEED TO PREPARE A DRAFT OF OUR "OPINION AND ORDER" AS AN ARBITRATION PANEL, TO WHICH THE AGREEMENT WOULD BE AN ATTACHMENT - AND WILL SEND YOU A COPY FOR YOUR COMMENTS AND SUGGESTIONS.

WHEN YOU HAVE HAD A CHANCE TO REVIEW OUR "OPINION AND ORDER" AND THE AGREEMENT AS AN ATTACHMENT TO IT, I WOULD BE OBLIGED TO HAVE YOUR APPROVAL OF THOSE ITEMS AS WRITTEN, OR YOUR PROPOSED CHANGES THEREIN IF YOU THINK CHANGES ARE IN ORDER.

I SUGGEST THAT WE CONTINUE TO KEEP OPEN IN OUR SCHEDULES THE DATES IN EARLY AUGUST WHICH WE HAD SET UP AT THE TIME THAT OUR HOLDING OF HEARINGS WAS CONTEMPLATED - FOR OUR PANEL-ONLY USE, IF WE NEED THAT TIME TO WORK OUT DIFFERENCES OF OPINION ON THE OPINION AND ORDER AND/OR THE AGREEMENT, OR FOR HEARINGS IF WE ARE UNABLE TO RESOLVE WHATEVER PROBLEMS ARISE. MY OWN SITUATION IS THAT I WILL BE UNAVAILABLE FOR ABOUT SIX OR SEVEN WEEKS AFTER AUGUST 12TH, AND I WOULD, ACCORDINGLY, BE PLEASED TO SEE THIS MATTER COMPLETED BEFORE THAT DATE, AND AS MUCH PRIOR TO IT AS POSSIBLE.

CORDIALLY,

Charles A. Rogers
CHARLES A. ROGERS,
CHAIRMAN, ARBITRATION PANEL

APPENDIX "B"

CHARLES A. ROGERS
DEARBORN, MICHIGAN
48124

640 SOUTH LAFAYETTE

LOGAN 2-8997

JULY 21, 1973.

J.C. DORSKY, CITY MANAGER
CITY-APPOINTED DELEGATE
TO PANEL OF ARBITRATION

RUDI P. EDEL, PRESIDENT
HARPER WOODS POLICE
OFFICERS' ASSOCIATION
DELEGATE TO PANEL OF ARBITRATION

FELLOW PANEL MEMBERS:

THE THREE OF US WERE DESIGNATED AS AN OFFICIAL ARBITRATION PANEL UNDER THE POLICE-FIRE FIGHTERS ARBITRATION ACT AND, WHILE WE WERE SO SERVING, WE CONTRIBUTED TO WORKING OUT THE AGREEMENT, THE LATEST DRAFT OF WHICH ACCOMPANIED MY LETTER TO YOU OF JULY 17TH - THUS ELIMINATING THE NEED FOR OUR PERFORMANCE OF USUAL PANEL SERVICES SUCH AS HOLDING HEARINGS.

WE SHOULD, I BELIEVE, JOINTLY SIGN SOME SORT OF STATEMENT WINDING UP OUR PANEL, AND OUR SERVICES ON IT. I ENCLOSE FOR EACH OF YOU TWO COPIES OF A SUGGESTED "CLOSER", WHICH I HAVE SIGNED. THE ORIGINAL OF THIS STATEMENT I ENCLOSE FOR MR. DORSKY SO THAT, IF IT APPEARS O.K. TO YOU, YOU CAN SIGN IT, AND ENTER THE DATE ON WHICH THE LAST OF YOU SIGNS UP. (I ENCLOSE THE SECOND COPY, JUST IN CASE YOU WANT YOUR COUNSEL TO REVIEW IT).

WITH THE ENCLOSURE DULY EXECUTED, AFTER WHATEVER CHANGES YOU WOULD MAKE ARE MADE IN IT, AND THE AGREEMENT APPROVED BY BOTH OF YOU IN ITS LATEST WRITE-UP (SUBJECT TO CORRECTION OF A FEW TYPOGRAPHICAL ERRORS I'VE NOTICED) OR AS MODIFIED AS YOU WOULD WISH - WE'LL BE IN SHAPE TO WIND UP OUR SERVICE ON THE PANEL BY ISSUING OUR FINAL STATEMENT. THESE THINGS I WOULD HOPE TO ACCOMPLISH NO LATER THAN THURSDAY, AUGUST 2ND, WHEN WE HAD SCHEDULED OUR FIRST HEARING (WHICH WE NOW WILL NOT NEED TO HOLD, IT APPEARS).

CORDIALLY,

Charles A. Rogers

CHARLES A. ROGERS,
CHAIRMAN, ARBITRATION PANEL.

.....
IN THE MATTER OF THE VOLUNTARY ARBITRATION BETWEEN:

HARPER WOODS POLICE OFFICERS' ASSOCIATION

-AND-

CITY OF HARPER WOODS
A MICHIGAN MUNICIPAL CORPORATION

CONDUCTED PURSUANT TO
POLICE-FIRE FIGHTERS ARBITRATION ACT

(ACT No. 312, PUBLIC ACTS OF 1969, AS
AMENDED BY ACT No. 127, PUBLIC ACTS OF 1972)

RECORD OF THE DISPOSITION OF THESE PROCEEDINGS
AND ORDER

BY

ARBITRATION PANEL:

RUDI P. EDEL, ASSOCIATION PRESIDENT
ARBITRATOR APPOINTED BY THE ASSOCIATION

JOSEPH C. DORSKY, CITY MANAGER
ARBITRATOR APPOINTED BY THE CITY

CHARLES A. ROGERS
ARBITRATOR APPOINTED BY THE PARTIES
CHAIRMAN

APPEARANCES:

FOR THE ASSOCIATION:

WARREN NEWTON, COMMITTEEMAN.
DENNIS R. NETTLE, ATTORNEY.

FOR THE CITY:

THOMAS C. MAYER, ATTORNEY.

=====

RECORD OF THE DISPOSITION OF THESE PROCEEDINGS

THE CHAIRMAN OF THE ARBITRATION PANEL IN THESE PROCEEDINGS WAS GIVEN WRITTEN NOTICE OF HIS APPOINTMENT, UNDER DATE OF MAY 10, 1973, BY THE PARTIES RATHER THAN BY THE CHAIRMAN OF THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION WHO, AT THEIR REQUEST FOR HIS OPINION ON SUCH ACTION, INFORMED THEM, UNDER DATE OF JUNE 7, 1973:

"THE DELEGATES APPOINTED BY A PUBLIC EMPLOYER AND A LABOR ORGANIZATION REPRESENTING POLICE...HAVE THE STATUTORY POWER TO CHOOSE A CHAIRMAN FOR AN ARBITRATION PANEL".

FOLLOWING SUCH ESTABLISHMENT OF THE ARBITRATION PANEL, AND WITH ITS ASSISTANCE TO AN EXTENT CONSIDERED NOT-INAPPROPRIATE BY ANY PERSON INVOLVED IN THESE PROCEEDINGS, THE PARTIES THEMSELVES NEGOTIATED THEIR FIRST COMPLETE AND DETAILED COLLECTIVE BARGAINING AGREEMENT, FOR THE PERIOD FROM JANUARY 1, 1973, THROUGH JUNE 30, 1974, ALBEIT THEY HAD THERZTOFORE HAD A SERIES OF BRIEF AND INCOMPLETE AGREEMENTS

APPENDIX "10"

CHARLES A. ROGERS
DEARBORN, MICHIGAN
48124

640 SOUTH LAFAYETTE

LOGAN 2-8997

AUGUST 10, 1973.

J.C. DORSKY, CITY MANAGER
CITY-APPOINTED DELEGATE
TO PANEL OF ARBITRATION

RUDI P. EDEL, PRESIDENT
HARPER WOODS POLICE
OFFICERS' ASSOCIATION
DELEGATE TO PANEL OF ARBITRATION

FELLOW PANEL MEMBERS:

HAVING BEEN INFORMED THAT THE PARTIES YOU REPRESENT HAD NEGOTIATED A MUTUALLY SATISFACTORY AGREEMENT, I SENT TO EACH OF YOU, ALONG WITH A LETTER, ON JULY 17TH, A DRAFT OF SUCH FINAL AGREEMENT AND A REQUEST FOR YOUR REVIEW OF THAT DRAFT AND WORD OF ANY CHANGES IN IT YOU THOUGHT OUGHT TO BE MADE.

WITH A LETTER TO YOU OF JULY 21ST, I SENT TO EACH OF YOU A PROPOSED "RECORD OF DISPOSITION OF THESE PROCEEDINGS, AND ORDER", AS REFERRED TO IN MY LETTER OF JULY 17TH, AND IN THAT LETTER OBSERVED THAT THE HEARINGS WE HAD SCHEDULED TO BEGIN AUGUST 2ND WOULD NOT APPEAR TO BE NECESSARY.

ON AUGUST 1ST, NOT HAVING HEARD FROM YOU, I PROCEEDED TO CANCEL THE RESERVATIONS MADE FOR HEARING-ROOM.

AT THE TIME OF WRITING MY LETTER OF JULY 17TH I RATHER ASSUMED THAT, WITHIN THREE WEEKS THEREAFTER THE DETAILS OF THIS MATTER COULD BE CONCLUDED, AND IN THAT LETTER I NOTED THAT, "MY OWN SITUATION IS THAT I WILL BE UNAVAILABLE FOR ABOUT SIX OR SEVEN WEEKS AFTER AUGUST 12TH, AND I WOULD, ACCORDINGLY, BE PLEASED TO SEE THIS MATTER COMPLETED BEFORE THAT DATE, AND AS MUCH PRIOR TO IT AS POSSIBLE".

AT THIS JUNCTURE, IT APPEARED NOT INAPPROPRIATE TO CONFIRM MY UNDERSTANDING OF THE STATUS OF THESE PROCEEDINGS, AS I ENTER A PERIOD OF UNAVAILABILITY, DAY-AFTER-TOMORROW, DUE TO HOSPITALIZATION, AND TO INFORM AND SUGGEST THAT IF THE PAPERWORK INVOLVED IS CLEARED BY YOU, I WOULD ENDEAVOR TO WORK ON IT AS PROMPTLY AS I CAN, WHILE RECUPERATING AT HOME, BEGINNING IN LATE AUGUST AS NOW UNDERSTOOD.

CORDIALLY,

CHARLES A. ROGERS,
CHAIRMAN, PANEL OF ARBITRATION.

APPENDIX "11"

CHARLES A. ROGERS
DEARBORN, MICHIGAN
48124

640 SOUTH LAFAYETTE

LOGAN 2-8997

SEPTEMBER 12, 1973.

J.C. DORSKY, CITY MANAGER
CITY-APPOINTED DELEGATE
TO PANEL OF ARBITRATION

RUDI P. EDEL, PRESIDENT
HARPER WOODS POLICE
OFFICERS' ASSOCIATION
DELEGATE TO PANEL OF ARBITRATION

GENTLEMEN:

HAVING BEEN INFORMED BY MR. DORSKY AND BY MR. NETTLE, THE ASSOCIATION'S ATTORNEY, THAT THE PARTIES HAD NEGOTIATED A MUTUALLY SATISFACTORY AGREEMENT, I PREPARED AND FORWARDED A DRAFT OF THE AGREEMENT, AS I UNDERSTOOD IT TO HAVE BEEN DEVELOPED BY THE PARTIES, TO EACH OF + WITH MY LETTER TO YOU OF JULY 17TH, NOW OVER EIGHT (8) WEEKS AGO.

FOUR (4) DAYS LATER, WITH MY LETTER TO YOU OF JULY 21ST, I SENT A PROPOSED "RECORD OF THE DISPOSITION OF THESE PROCEEDINGS, AND ORDER".

THUS, SOME TIME AGO IT APPEARED THAT ALL THAT REMAINED TO BE DONE WAS YOUR POINTING OUT ERRORS, IF ANY, I MAY HAVE MADE IN WRITING UP THE PARTIES' AGREEMENT, CORRECTION THEREOF, AND SIGNATURE BY YOU OF THE "RECORD OF DISPOSITION OF THESE PROCEEDINGS, AND ORDER".

I AM, I SUBMIT UNDERSTANDABLY, PUZZLED BY THE LONG DELAY IN WINDING UP THESE PROCEEDINGS, WITHOUT WORD OF THE REASON THEREFOR.

ACCORDINGLY, I HEREBY CALL A MEETING OF THE PANEL (AT WHICH PARTY-APPOINTED MEMBERS MAY HAVE THEIR COUNSEL PRESENT), FOR FRIDAY, SEPTEMBER 21, 1973, AT THE HARPER WOODS CITY HALL, BEGINNING AT 9:30 O'CLOCK, A.M. (IF MR. EDEL WOULD PREFER MEETING ELSEWHERE THAN AT CITY HALL, I REQUEST THAT HE SO NOTIFY ^{ME} IMMEDIATELY, SO THAT I MAY ARRANGE FOR ANOTHER MEETING PLACE). THE PURPOSE OF THE MEETING WILL BE TO PUT THIS MATTER ON THE ROAD TO ITS CONCLUSION.

IF, TO CONCLUDE THIS MATTER, IT BE DECIDED THAT HEARINGS WILL BE NECESSARY, SUCH HEARINGS WILL BEGIN ON TUESDAY, SEPTEMBER 25TH, FOR PRESENTATION BY THE ASSOCIATION AS THE MOVING PARTY, AND WILL CONTINUE ON FRIDAY, SEPTEMBER 28TH, FOR THE CITY'S PRESENTATION. IF FURTHER HEARING-TIME BE NECESSARY, MONDAY, OCTOBER 8TH, WILL BE SUCH ADDITIONAL DATE. HEARINGS WILL BEGIN AT 9:30 O'CLOCK, A.M., AND WILL BE HELD AT A LOCATION FOR WHICH I WILL ARRANGE AND OF WHICH I WILL NOTIFY YOU AS MUCH IN ADVANCE AS POSSIBLE.

CORDIALLY,

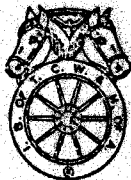
Charles A. Rogers

CHARLES A. ROGERS,
CHAIRMAN, PANEL OF ARBITRATION.

TEAMSTERS

State, County and Municipal Workers

LOCAL 214



Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

2801 TRUMBULL AVENUE  ① DETROIT, MICHIGAN 48216

September 18, 1973

Mr. Charles A. Rogers
640 S. Lafayette Street
Dearborn, Michigan

Re: Arbitration Proceeding Scheduled for September 21, 1973.

Dear Mr. Rogers:

I have been informed that a communication sent by you to other members of the Arbitration Panel - Harper Woods Police Officers Association - calling for a meeting scheduled for Friday, September 21, 1973, for the purpose of 'wrapping up' the Contractual agreement.

It is further my understanding that that contractual agreement referred to in your letter is an agreement covering an 18 month period from January 1, 1973, through June 30, 1974.

Please be advised that Teamsters Local 214 filed a petition for all police officers of Harper Woods Police Department and that petition was acted upon by the State Labor Mediation Board, setting up a pre-hearing conference for September 7, 1973. Mr. Ernest Frey was the elections officer, representing the State Labor Board, J. C. Dorsky, City Manager, represented the City of Harper Woods. There were representatives - 5 in number - representing the Association and myself, representing Teamsters Local 214. All in attendance at that conference agreed and stipulated to an election which has been set by the Labor Department for Thursday, September 27, 1973, between the hour of 4:00 P.M. to 5:00 P.M., at City Hall, Harper Woods, Michigan.

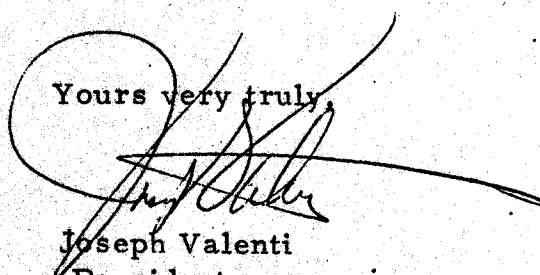
Your meeting scheduled Friday, September 21, 1973, to "wrap up the contractual agreement" with representatives of the City and of the Association would clearly violate the Public Employees Relations Act by entering into a labor agreement in the face of an election. If, however, your Arbitration award is to cover January 1, 1973, on a retroactive basis, through December 31, 1973, I would find no objection to that award inasmuch as it would not block the representation election scheduled for September 27, 1973. If, however, the panel enters into a collective

bargaining agreement for 18 months, we would in fact consider this a serious breach of the Public Employee Relations Act and would move to file Unfair Labor Practice Charges against the City of Harper Woods and any and all others who participated in this action.

I am writing you this letter on the basis that you are not aware of what has taken place during this long Arbitration process pending with the City. I am quite aware of Arbitration cases and their procedures. I am also aware that a meeting of the Panel excludes all others. However, in this situation, if it is the intent of this Arbitration Panel to issue a decision which is in fact more than one year in its duration, I urge that the Panel extend to me an invitation to attend that meeting on September 21, 1973.

I would appreciate your response in this matter.

Yours very truly,



Joseph Valenti
President

bm

cc: J. C. Dorsky, City Manager, City of Harper Woods, Michigan
Mr. Rudy Edel, % City of Harper Woods, 19617 Harper Avenue, Harper Woods, Mich
Mr. Dennis R. Nettle, 23000 Mack Avenue, St. Clair Shores, Mich.