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Three Rivers  
City of

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
COMPULSORY ARBITRATION (ACT 312 1969)<sup>2</sup>

In re:

COMPULSORY ARBITRATION BETWEEN CITY  
OF THREE RIVERS, MICHIGAN, A MUNICIPAL  
CORPORATION,

-and-

YEAR  
1973

LOCAL UNION NO. 214, AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAM-  
STERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA.

5/11/73

ARBITRATION PANEL'S  
FINDINGS, OPINION AND ORDER

Appearances:  
For the City of Three Rivers,  
Michigan, a Municipal corpo-  
ration,  
James L. Stokes  
Attorney-at-law

Appearances:  
For Local Union No. 214,  
Affiliated with the International  
Brotherhood of Teamsters, Chau-  
ffeurs, Warehousemen and Helpers  
of America,  
Earl Drake

JURISDICTION

This is a compulsory arbitration hearing pursuant to  
Act-312 of the Public Acts in the State of Michigan, 1969, MSA 17.455

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Michigan State University

AUG 2 1976

Ramell, George T.

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(31) et. seq.; MCLA 423.231 et. seq. The City of Three Rivers, Michigan (hereinafter referred to as "City" or "Three Rivers"), and Teamsters Local No. 214 representing the City's Police Department employees (hereinafter sometimes referred to as "Union" or "Police") have a collective bargaining relationship. The most recent collective bargaining contracts between the City and the Police expired on December 31, 1972.<sup>1</sup> Prior to the expiration of said contract and subsequently, the parties attempted to negotiate a new collective bargaining agreement, but though invoking mediation, these parties came to an impasse as to the issues of wages, vacation benefits, gun maintenance allowances, check-offs and agency shop. They agreed as to all other issues. As a result, they agreed to appoint an Arbitration Panel. Mr. Earl P. Wagner was appointed as the City's representative and Mr. Paul Gully was appointed as the Union's representative to the Panel. Mr. Wagner and Mr. Gully agreed to appoint the undersigned, George T. Roumell, Jr., as Chairman of the Arbitration Panel pursuant to Act 312 and also advised the Michigan Employment Relations Commission Chairman, Robert G. Howlett, Esq.

The Panel met by Agreement in the City of Three Rivers, Michigan, on April 11, 1973. At that time, both the City and the Union waived all time limits provided for in Act 312 as to all issues. Furthermore, the City and the Union waived taking of

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<sup>1</sup> There are two contracts involved, one as to police detectives and sargents only, and a second one as to all other police department employees.

a transcript of the record, except for making certain statements on the record, and stipulated as to all relevant facts. It was further recognized by the parties that, pursuant to Act 312, any award here would be retroactive to January 1, 1973.<sup>2</sup>

#### DURATION

The parties' difficulty in reaching collective bargaining contracts in the past have necessitated two successive years of compulsory arbitration. Because of this, the Panel believes that it would be in the parties' best interest to have a collective bargaining contract of three year duration. This would permit the City to make budget determinations on a long term basis and, if the correct formula is determined, permit the employees to have reasonable wage increases. The results would bring an end to yearly bargaining marathons which could breed collective bargaining instability. Three year contracts are not unknown in the public sector. They are quite frequent in the private sector. And the reason for their frequency in the private sector is just the point we are making, namely, collective bargaining stabilization. There is no reason why this cannot be accomplished in Three Rivers. It is for these reasons that the Panel is ordering that the contract be of three year duration, effective January 1, 1973, and expiring December 31, 1975.

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<sup>2</sup>As the request for arbitration was instituted prior to January 1, 1973, Act 312 (and not as amended by Public Acts 127, 1972) is applicable.

## WAGES

Section 9 of Act 312 sets forth factors to be considered by an arbitration panel in making an order. Two of the factors to be considered are set forth in sub-paragraph (c) and (d), to wit, financial ability of the governmental unit to meet costs of any order plus the comparison of wages, hours and conditions with other similarly situated employees. These, perhaps, are the "twin" considerations when one is considering economic benefits to be ordered in a contract. The panel has been most concerned that the City of Three Rivers pay a comparable wage consistent with its budgetary commitments. After reviewing the budget and reviewing the comparisons as found in a study of geographic area number 2, by the Michigan Municipal League for 1973 of cities of populations of 4,000 to 9,999 which is the appropriate geographical area and city size of Three Rivers, the Panel will order, effective January 1, 1973, that the top rate for patrolmen based upon the present increments in the present contract will be \$9,167.00. Thus, the intention is that based upon this new top salary of \$9,167.00, the other increments for patrolmen will be prorated down as they were in the current contract. The significance of the \$9,167.00 figure is that it is comparable with other cities in geographical area number 2 as described above. It also is consistent with the City's financial ability to pay.

Recognizing that the Panel believes that there should be more than a one year contract and consistent with the concepts of comparison, on January 1, 1974, the top rate for patrolmen shall be a wage that is an average of the top rate for patrolmen of cities listed in geographical area number 2 for populations of 4,000 to 9,999 as published by the Municipal League in their annual wage survey. The book, normally published by the League, is entitled, Salary, Wages and Fringe Benefits of Municipalities over 4,000. The average will be taken of wages only. It is well recognized that the aforementioned survey may not be published until March or later, 1974. The average that is to be calculated here, once calculated, will be retroactive to January 1, 1974. In calculating the average, the City of Davison, Michigan will be excluded. It is also understood that the top rate for patrolmen in each municipality shall be used in computing the calculation. If only one rate in a given municipality is reported that rate will be used in the calculations.

Once the top rate for patrolmen is so calculated, the increments will be as they are in the present contract and will be prorated accordingly.

Again, because the Panel believes there should be a three year contract, effective January 1, 1975 the same average

wage previously described will be used in determining the top rate of pay for the city's patrolmen except it will be the average of the pay for patrolmen for geographical area no. 2 for the year 1975 for cities with populations of 4,000 to 9,999 as published by the Michigan Municipal League. The average will be based on wages only but will not include the City of Davison. Again the wages will be retroactive to January 1, 1975, recognizing that the Michigan Municipal League study may not be forth coming by said January 1, 1975, and thus the calculation may not be able to be completed until sometime after January 1, 1975. And again, once the top rate for patrolmen is so calculated, the increments will be as they are in the present contract and will be prorated accordingly.

Furthermore, in regard to the computation for 1974 and 1975 years as described above, it is recognized that the City of Dowagiac, which city will be included in said computation, followed a similar computation as of April 1, 1973 pursuant to an award of a compulsory arbitration panel dated October 30, 1971. If in the computations for the wage beginning April 1, 1973, the City of Dowagiac included in arriving at a wage the gun maintenance allowance, then the gun maintenance allowance of \$75.00 for 1974 and the \$100.00 for 1975 to be ordered herein for the City of Three Rivers Police Department shall also

be included in computing Three Rivers computation.

WAGES FOR OTHER POLICE DEPARTMENT EMPLOYEES

The police sargents and detective sargents shall receive effective January 1, 1973, effective January 1, 1974 and effective January 1, 1975, the same percentage increase in each of their respective increments as will the patrolmen under the aforementioned description of wages above. The percentage will be calculated beginning with the present wages that said police sargents and detective sargents are receiving in their respective increments.

For each of the years covered by this order to wit: effective January 1, 1973, January 1, 1974 and January 1, 1975, the policewoman and the dispatchers will receive the same monetary increase in their respective increments as did the patrolmen. The intention here is to maintain the same wage differentials in the policewoman and dispatcher classification as appeared in the 1972 contract.



### GUN MAINTENANCE ALLOWANCE

After reviewing the entire situation, the Panel orders that gun maintenance allowance for police department employees carrying guns of \$50.00 per year, effective January 1, 1973; \$75.00 per year, effective January 1, 1974; and \$100.00 per year, effective January 1, 1975.

### VACATIONS

The Panel has reviewed the vacation schedule. After noting the comparisons, the Panel hereby orders effective January 1, 1973, the vacations will be on the following basis for all employees in the police department.

- A. Two weeks after one year of employment.
- B. Three weeks after eight years of employment.
- C. Four weeks after fifteen years of employment.

### CHECK OFF

Check off has become a continuing issue at bargaining



between the parties. In this regard the comparisons clearly establish that check-off is prominent among cities of similar size as Three Rivers in Region No. 2 in Michigan Municipal League survey. Because of this the Panel will order the following provisions for check-offs:

Deduction of Dues:

"... During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues of Local No. 214 and pay such amount deducted to said Local No. 214, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

"Amount of dues and initiation fee will be certified to the Employer by the Secretary-Treasurer of the Union.

"Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their pay checks.

"Where an employee who is on check-off, is not on the payroll during the week in which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following months."

AGENCY SHOP

Throughout the history of their negotiations, the Union

has requested an agency shop. As matters now stand, this is not possible simply because of a decision of the Michigan Supreme Court. For this reason, there will be no order adding an agency shop as such. However, the Panel orders that the following clause be included in the contract and that when agency shop becomes legal in the State of Michigan, either by legislation or by a decision of the Michigan Supreme Court, the parties are hereby ordered during the life of the contract to reopen the contract only for the purpose of, and for no other purpose, to bargain for a legal agency shop:

"Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters."

#### CONCLUSION

The Panel again emphasizes that, as far as the economics here are concerned, the Panel has followed what it considers a fair comparison consistent with the ability of the City to pay. We suggest the provisions for gun maintenance allowance and vacations as well as the wages fall within this category. Likewise, the provisions for check-off and agency shop are consistent

with the comparisons.

O R D E R

The Panel hereby orders as follows:

(A) That all language in the present contracts, except as the parties by their own agreement have amended same, between the parties be carried over to the new contract except as may be inconsistent with the aforementioned finding of fact and opinion.

(B) The contract shall be effective January 1, 1973 to December 31, 1975.

(C) That the contract contain the provisions for wages, gun maintenance allowance, vacations, check-off and agency shop as set forth in the body of the finding of the fact and opinion.

(D) The Panel shall keep jurisdiction for the purposes of interpreting its order until the parties have entered into a signed contract pursuant hereto.

George T. Roumell, Jr.  
George T. Roumell, Jr. - Chairman

Paul Gully - Union Panel Delegate

May 11, 1973.

DISSENTING OPINION

The Chairman has been authorized by City Panel Delegate, Earl Wagner, to state that he dissents from the Opinion and Order and should be registered as so dissenting.

May 11, 1973.