

11/9/81
ARB

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF:
WEST BLOOMFIELD TOWNSHIP

and

MICHIGAN LAW ENFORCEMENT UNION,
TEAMSTERS LOCAL 129

M.E.R.C. Case No. D80 B-1046

Arbitration Panel:

George D. Kent, Impartial Chairman
Frederick B. Schwarze, for the Employer Township
Larry Gregory, for the Employee's Union

Appearances:

Dennis DuBay, attorney for the Employer Township
Billy Mendenall, Business Representative for Teamsters Local 129

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West Bloomfield Township

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This matter was referred to the undersigned arbitrator, on June 30, 1981, to serve as Chairman of a panel of arbitrators in a dispute involving contract negotiations between West Bloomfield Township and Michigan Law Enforcement Union #129, pursuant to the Police-Firefighters Arbitration Act (Act 312, Public Acts of 1969, as amended).

In conformance with this mandate, the Chairman proceeded to contact the interested parties, and/or their counsel, and as a consequence, Pre-Hearing Conferences were held on August 4th and September 15, 1981. At these times both interested parties appeared and discussions were held regarding which issues remained in dispute and would be subject to arbitration, whom each would designate as its panel member, and when and where the formal compulsory arbitration hearing would be held.

After adjourned dates, the hearing was held before a panel consisting of George D. Kent, as Chairman and Frederick B. Schwarze, as the Employer representative, and Larry Gregory as the Employee representative, on October 15, 1981, at which time the parties presented testimony and over 100 exhibits to clarify and verify their various claims and comparables.

Under the Act, the panel is called upon to select the last offer of settlement of the economic issues which more nearly complies with certain proscribed factors delineated in Section 9 of said Act 312.

The panel has no power of compromise, as the language in the Act is mandatory; and in making its selection as to which last offer of settlement best meets the criteria as enumerated and set forth by the State Legislature, its obligation is to weigh and evaluate the testimony, exhibits, and evidence presented to it, and then relate them to the various factors enumerated by the Legislature.

It was stipulated and agreed by the parties that the following were the issues to be presented to the panel for its evaluation and consideration:

1. Personal Days
2. Vacations
3. Uniform Allowance
4. Life Insurance
5. Shift Premium
6. Court Time
7. Call-in Time
8. Retroactivity
9. Wages
10. Open Issues
11. Contract Term

In presenting its proposals for the conditions of employment of the employees involved in these arbitration proceedings, the Union compared them with the other employees performing similar services in the communities of Birmingham, Bloomfield, Ferndale, Madison Heights, Royal Oak, Southfield, Troy, Waterford Township and Farmington Hills.

The Employer made comparison of the wages, hours, and conditions of employment of its employees with those performing similar or related services in the communities of Avon Township, Birmingham, Bloomfield Township, Commerce Township, Farmington Hills, Ferndale, Independence Township, Madison Heights, Novi, Orion Township, White Lake Township, and West Bloomfield Township.

It is of more than passing interest and significance that both sides agreed on the comparables of five neighboring communities, as underlined above, and did not agree on twelve others which were listed by both parties, some of which are adjacent to, and contiguous with the Township in this controversy.

On October 26, 1981, your arbitrator received written briefs, submitted by way of final argument, from both sides and disbursed each brief to the other party by way of mail that same date.

The panelists met in executive session on November 4, 1981 for the purposes of reviewing the evidence, the briefs, the record, and the proceedings and after discussions have come to the following conclusions as to which of the last best offers more nearly comply with the enumerated factors in the Statutes which the panel is mandated to consider, and upon which it shall base its finding, opinions and order:

PERSONAL DAYS

The Union position of adding one (1) additional day to the current number of personal days each year starting April 1, 1982 is adopted and awarded.

VACATIONS

The Township's position and offer to increase the vacation schedules of its employees, as delineated in the language attached to its last best offer to be used as a guideline for eligibility is adopted and awarded, as follows:

<u>Seniority</u>	<u>Vacation</u>
after one (1) year, to and including after four (4) years	10 days
after five (5) years, to and including after ten (10) years	15 days
after ten (10) years, to and including after fifteen (15) years	18 days
after sixteen (16) years, and over	20 days

UNIFORM ALLOWANCE

The Township's offer to increase the amount of the uniform allowance to a total of \$300.00 effective April 1, 1982 and its submission of specific language for inclusion in the collective bargaining agreement is adopted and awarded.

LIFE INSURANCE

The Union's request to increase the amount of life insurance to \$20,000.00 effective on the date of the arbitration award is adopted and awarded, as is the proposed specific language offered by the Township for inclusion in the collective bargaining agreement.

SHIFT PREMIUM

The Township's position to refrain from instituting provisions for a shift premium of any kind is adopted and awarded.

COURT TIME

The Township proposal for retaining the current minimum guaranteed court time of two (2) hours at time and one-half (1 1/2) is adopted and awarded.

CALL-IN TIME

The Union proposal to increase the current minimum guaranteed call-in time of two (2) hours at time and one-half to three (3) hours at time and one-half (1 1/2) effective on the date of April 1, 1981, is adopted and awarded.

RETRO-ACTIVITY

The Township proposal for partial retroactivity of salaries back to January 1, 1981, and other items as set forth in the tentative agreements between the parties and not specifically mentioned otherwise in this arbitration award, is hereby adopted and awarded.

SALARIES

The Union proposal for an across the board salary increase adjustment of ten (10) percent in the first year of the contract, and nine and one-half (9 1/2) percent the second year of the contract, and an opening for renegotiating of salaries for the third year of the contract is adopted and awarded.

RE-OPENER

The Township's proposal to re-open the contract for negotiating wage and salary adjustments after April 1, 1982 is adopted and awarded.

CONTRACT TERM

Both the Union and the Township have submitted the same last best and final offer on the term of the contract, that is three (3) years, effective April 1, 1980 to and including March 31, 1983, and therefore the same is adopted and

awarded by the arbitration panel.

Nov. 9, 1981

George D. Kent
George D. Kent, Chairman

Frederick B. Schwarze

Larry Gregory

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Statutory Arbitration Between:

WEST BLOOMFIELD TOWNSHIP, MICHIGAN,

-and-

MICHIGAN LAW ENFORCEMENT UNION, LOCAL
129, AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA,
(Patrol Officer Unit)

Case No. D80 B-1046

BEFORE: George D. Kent, Esquire, Chairman
Fred B. Schwarze, Esquire,
Township Delegate
Larry Gregory, Union Delegate

I, FREDERICK B. SCHWARZE, Esquire, Township Panel
Delegate in the above-entitled matter, hereby state my concurrence
or dissent in the Arbitration Panel's Award on each of the issues:

ISSUE	THE ARBITRATION PANEL'S AWARD	THE TOWNSHIP'S PANEL DELEGATE'S POSITION
1. Personal Days	Union's Offer	Dissent
2. Vacation	Township's Offer	Concur
3. Uniform Allowance	Township's Offer	Concur
4. Life Insurance	Union's Offer	Dissent
5. Shift Premium	Township's Offer	Concur
6. Court Time	Township's Offer	Concur
7. Call-In Time	Union's Offer	Dissent
8. Retroactivity	Township's Offer	Concur
9a. Salaries (1st Year)	Union's Offer	Dissent
b. Salaries (2nd Year)	Union's Offer	Dissent
10. Contract Re-Opener	Township's Offer	Concur
11. Contract Term	Union's and Town- ship's Offers	Concur

Dated: November 5, 1981


FREDERICK B. SCHWARZE

RICHARD J. THOMA
CHARLES E. KELLER
FREDERICK B. SCHWARZE
THOMAS H. SCHWARZE
DENNIS B. DUBAY
JAMES R. MILLER
STEWART J. KATZ
DAVID E. KEMPNER
ANTHONY J. HECKEMEYER
JOHN L. GIERAK
RITA S. PATTON
THOMAS L. FLEURY
TERRENCE J. MIGLIO
PHILLIP J. STAHL
GARY R. KING

KELLER, THOMA, SCHWARZE & SCHWARZE, P.C.

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(313) 647-3114

MALCOLM L. DENISE
OF COUNSEL

November 5, 1981

Judge George D. Kent
3505 Elizabeth Lake Road
Pontiac, MI 48058

Re: West Bloomfield Township -and-
Michigan Law Enforcement Union,
Local 129, et al.
Case No. D80 B-1046

Dear Judge Kent:

Enclosed is my statement of concurrences and dissents in the Arbitration Panel's Award on each of the issues. We would ask that the Arbitration Decision clearly and specifically indicate that the Township will be assuming additional costs on matters which were not at issue before the Arbitration Panel. Specifically: after the contract is signed, the Township will commence payment of the full premium for dental insurance; in addition, health insurance costs have risen very substantially during the period at issue here; and, finally, the Township has agreed to a very substantial improvement in the pension plan to be effective in the third year of the Agreement.

We thank you for your consideration in this matter.

Very truly yours,


Fred B. Schwarze

FBS/sad
Enclosure

cc: Larry Gregory, Union Delegate
Billy Mendenall, Teamsters, Local 129
John Doherty, Supervisor

JAMES W. ALLEN
Secretary/Treasurer

BILLY D. MENDENALL
President

LARRY D. GREGORY
Recording Secretary

ALAN DICKENSON
Vice President

ROBERT CONN
Trustee

JERRY CASTER
Trustee

MICHAEL McCULLUM
Trustee

Michigan Law Enforcement Union, Local 129

**TEAMSTERS STATE, COUNTY AND
MUNICIPAL LAW ENFORCEMENT**

AFFILIATED WITH THE

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



**3717 VAN SLYKE
FLINT, MICHIGAN 48507**

313/233-6700

November 9, 1981

Mr. George D. Kent, Esq.
The General Law Center
3505 Elizabeth Lake Road
Pontaic, Michigan 48054

RE: West Bloomfield Township
Arbitration Award

Dear Judge Kent:

Pursuant to the mutual agreements of the Chairman and respective panel members, the following is the Union panelists vote on each of the issues presented to the panel for determination.

- 1) Personal Days -- Union concurs
- 2) Uniform Allowance -- Union dissents
- 3) Vacations -- Union dissents
- 4) Court Time -- Union dissents
- 5) Call-in -- Union concurs
- 6) Shift Premium -- Union dissents
- 7) Life Insurance -- Union concurs
- 8) Wages -- Union concurs
- 9) Length of Agreement -- Union concurs
- 10) Third Year/Open Issues -- Union dissents
- 11) Retroactivity -- Union dissents

I feel compelled at this time to make a statement consistent with the Union's executive session argument. A tremendous precedent is being "etched in stone" as a result of this decision. Employers are being provided motive and impetus for employing the "modus operandi" of lengthy negotiations without meritorious reason. As a result of this decision, Union's and the employees represented by them must consider at all times the possible penalty that could be imposed for bargaining in good faith. A loss of retroactivity!

The scales of justice will now weigh "truth versus time" rather than equity in truth.

In closing, I remain.

Sincerely,

Larry D. Gregory dc

Larry D. Gregory
Union Panelist
Michigan Law Enforcement Union
Teamsters Local 129

cc: Billy D. Mendenall, Business Representative