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STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312, P.A. 1969 COMPULSORY ARBITRATION

In the Matter of the Act 312
Compulsory Arbitration between:

COUNTY OF CHEBOYGAN, MICHIGAN

MERC Case No. G85-L-1095

-and-

FRATERNAL ORDER OF POLICE

ARBITRATION PANEL'S PROPOSED FINDING OF FACTS
OPINION AND ORDERS

APPEARANCES:

FOR THE COUNTY OF CHEBOYGAN:

John A. Gretzinger, Attorney
Marshall W. Grate, Attorney
John Grobowski, Sheriff
Joe Heller, Commissioner
Al Van Slembrouck, Commissioner
Lon G. Huff, Co-Commissioner
Edmund Kwiatkowski, Commissioner

FOR THE FRATERNAL ORDER OF
POLICE:

John A. Lyons, Attorney
Joseph P. Clark, FOP Staff
Mich Newmon, Chief Steward
Jerry Gowell, Bargaining
Unit Member
Richard A. Miller, Jr.,
Bargaining Unit & Jail
Steward
Charles A. Beckwith,
Bargaining Unit Member

INTRODUCTION

The County of Cheboygan hires certain individuals as full-time Road Patrol Deputies, Detectives, Marine Deputies, Jailers, Cook-Matrons, Secretary-Matrons and Dispatchers in connection with furnishing police service via the Cheboygan County Sheriff's Department to the citizens of Cheboygan County, Michigan. The County and the Sheriff have been parties to collective bargaining agreements with the Fraternal Order of

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Police who have been the collective bargaining representative for the above named positions within the Sheriff's Department. The latest Collective Bargaining Agreement was effective October 1, 1982 and expired December 31, 1985. In Article II, Section 1 of that Agreement, the parties agreed:

ARTICLE II
RECOGNITION

Section 1. The Employer does hereby recognize the Union as the exclusive representative, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this Agreement, of all employees of the Employer included in the following bargaining unit:

All permanent full time employees employed in the Sheriff's Department of Cheboygan County classified and occupying the position of Road Patrol Deputy, Marine Deputy, Jailer Deputy, Cook-Matron, Secretary-Matron and Dispatcher, but excluding the Sheriff, Undersheriff, part-time employees and supervisors as defined in the Act.
(Emphasis in Original.)

Both before and following the expiration of the 1982-85 Agreement, the parties engaged in negotiations including mediation.

Believing that an impasse had been reached, the Fraternal Order of Police on May 8, 1986 petitioned for arbitration pursuant to Act 312, Public Acts of 1969 as amended, MSA 17.455 (16) et. seq. On July 1, 1986, the County of Cheboygan through its counsel admitted that there was an impasse, but challenged whether Marine Deputies, Jailers, Cook-Matrons and Secretary-Matrons were eligible to have their labor dispute resolved by an Act 312 Panel.

John Gretzinger was chosen by the County as its delegate to the Panel. Joseph P. Clark was chosen as the Fraternal Order's Panel member.

By letter dated July 9, 1986, then Chairman of the Michigan Employment Relations Commission, William M. Ellman, appointed George T. Roumell, Jr. as Chairman of the Panel. Subsequently, a hearing was held and post hearing letters were submitted to the Chairman concerning the employees and issues subject to the Act 312 Panel decision. The Panel Chairman invited the parties to make last best offers on the outstanding issues. The parties have agreed that all time limits have been waived. It had been agreed to by the parties that the last best offers on issues pending are to be forwarded to the Chairman by February 3, 1987.

THE COVERAGE ISSUE

Paragraph 1 of the County's answer to the petition for arbitration filed on July 1, 1986, framed the issue of coverage as

1. The Union's petition includes marine deputies, jailers, cook-matrons, and secretary-matron. These classifications are not subject to Act 312 arbitration, and the petition must be dismissed as to those classifications.

The County, by this answer did not dispute this Panel's jurisdiction in issuing Finding of Facts and Opinion and Orders for employees serving as Road Patrol Deputies and Dispatchers.

Although the "Recognition" clause in Article II makes no reference to Detectives, the petition of the Fraternal Order does so. By the above quoted answer, the County has no objection to Detectives.

The issue of jurisdiction thus centers on the classifications of Marine Deputy, Jailer, Cook-Matron, and Secretary-Matron.

The Michigan Employment Relations Commission, in considering the petition for arbitration, the County's answer and the subsequent appointment of the Panel Chairman, did not address the issue raised as to coverage in paragraph 1 of the County's answer.

The County's position has its genesis in Ypsilanti Police Officers v. Eastern Michigan University 62 Mich App 87 (1975), one of the first decisions denying coverage under Act 312 to a campus police unit as not being a "public police department...of a city, county, village or township" as that term is used in Act 312.^{1/} Subsequently, the Michigan Court of Appeals in Lincoln Park Detention Officers v. Lincoln Park, 76 Mich App 358 (1977) affirmed a Wayne County Circuit Court Judge's summary judgment dismissing the union's complaint seeking to force the City into Act 312 for Detention Officers.

^{1/} MSA 17.455(32).

The issue of coverage under Act 312 came to the Michigan Supreme Court in Council No. 23, AFSCME v. Oakland County Prosecutors, 409 Mich 299 (1980) wherein the Court held that a finding by the Michigan Employment Relations Commission that 17 prosecuting investigators are "a separate bargaining unit" and thus may initiate Act 312 Compulsory Arbitration, was not supported by the statute. A majority of the Michigan Supreme Court reversed the Michigan Employment Relations Commission (thereby affirming the Court of Appeals) on the grounds that to be subject to Act 312, a group of employees must be subject "to the hazards of police work" and be involved in "critical service[s]." The Court's majority, while acknowledging that the investigators were subject "to the hazards of police work", concluded that they did not meet the "critical-service status" test.

In Teamsters 214 v. Detroit, 103 Mich App 782 (1981), the Court of Appeals reversed a previous decision based upon a remand from the Michigan Supreme Court reported in 410 Mich 876 (1980), ordering the Court of Appeals to consider the impact of its then recent decision in Council No. 23 AFSCME v. Oakland County, 409 Mich 299 (1980). The Court of Appeals in Teamsters 214 believed it was bound by Oakland County. As the Court of Appeals pointed out in its original Opinion in Local No. 214 Teamsters v. City of Detroit, 91 Mich App 273 (1979), the determination of coverage under Act 312 in Teamsters 214 had been specifically made by the Michigan Employment Relations Commission. In addition, the employees, guards at the Detroit House of Corrections, were in a bargaining unit separate from

any other police officers or police department functions.

The Court of Appeals recent slip Opinion in Ingham County Board of Commissioners and the Ingham County v. Capital City Lodge 141 of the Fraternal Order of Police, Non-Supervisory Division No. 89811 does suggest that jail security officers in a sheriff's department, at least in that case, did not meet the second prong of the Oakland County test, namely, "critical-service status".

Subsequent to Ingham County, the Michigan Employment Relations Commission in the context of directing an election on December 3, 1986, issued two opinions in City of Detroit (Police Department), Case No. R86 B-59, R86 B-83, R86 C-144 wherein the Commission held that detention facility officers employed by the City of Detroit could be a separate bargaining unit subject to Act 312 because that unit engaged in work that was "subject to the hazards of police officers" and that the officers also met the "critical-service status" test.

In 1985, after Oakland County, but before the Court of Appeals' decision in Ingham County, the Commission, in The County of Bay, 1985 MERC Lab Op 377, held that correction facility officers employed in the Bay County jail were subject to Act 312 arbitration.

Thus, as between the Courts and the Michigan Employment Relations Commission, no clear line of demarkation has yet been resolved that could give a definitive answer to the County's claim here.

The majority of the Panel, including the Chairman, does not believe it is necessary to resolve the issue as raised by the County because the Commission has appointed the Chairman to resolve the dispute as to the bargaining unit that the parties have traditionally agreed to which as set forth in Article II, Section 1 of their 1982-85 Agreement, includes the disputed positions. Therefore, the Panel, unless directed otherwise by the appointing authority, will proceed to issue orders covering all the positions set forth in the unit description in Article I, Section 1 of the parties' 1982-85 Agreement and as set forth in the May 8, 1986 petition of the Fraternal Order of Police for Act 312 arbitration including the Detectives. Panel member John H. Gretzinger dissents from this position, relying on the Court of Appeals decision in Ingham County Board of Commission and the Ingham County Sheriff v. Capital City Lodge No. 141 of the Fraternal Order of Police No. 89811 and Council No. 23, AFSCME v. Oakland County, 409 Mich 299 (1980).

ISSUES

At the time of the petition for arbitration and the first hearing date of September 30, 1986, there were numerous issues outstanding, including both non-economic and economic issues. These issues included modifications of Article XII, Section 7, "Doublebacks", Article IX, Sections (b), (c), (f) as to an employee's skill and ability, Article XI, Section 2 personal leave days, Article X, Section 10 as to permanent job transfers, Article XIII, Section 1 concerning personal days. There were also issues regarding Article XV, Section 10 "Retirement Plan", Article XIII, Section 1, concerning holidays, Article XV, Section 1 on the issue of wages, Article XV, Section 7 as to uniforms, new sections concerning shift differential, longevity, and out of classification pay, Article XVI, regarding duration of the Agreement and finally, Article XV, Section 11(A) concerning medical hospitalization insurance.

On September 30, 1986, the parties mutually agreed to withdraw changes as to Article XI, Section 6, Article XI, Section 2, Article IX, Sections (b), (c) and (f), Article X, Section 10, Article XII, Section 7. There was also a withdrawal of the requests as to shift differentials and longevity. Thus, the Panel will not issue any Finding of Facts or Orders concerning these items as they have now been withdrawn.

The parties, on September 30, 1986, did reach an agreement on three economic issues dealing with modifications of the pension system, payment of medical/hospital insurance as set forth in Article XIV, Section 11(A)(2) of the prior Agreement, and as to a new provision for out of classification pay. The agreements, as set forth below, will be ordered based upon the mutual agreement of the parties. These agreements are:

- A. Modify Article XV, Section 10 to change the current MERS C F55 (20) plan to C-1 (new) (F55(20) effective 1-1-87. County to pick up additional costs.
- B. The present language of Article XIV, Section 11(A)(2) shall remain as is.
- C. A new section as to out of classification payment to be added to read:

In the event that an employee is required to perform the duties of a different classification for more than two (2) hours in an eight (8) hour shift, all hours of that shift shall be paid at the base pay rate for that classification or the employee's regular rate, whichever is higher.

Left for decision by this Panel are the issues of holidays, uniform cleaning allowance, wages and the duration of the Collective Bargaining Agreement.

Because each of these remaining items affect economics, the Panel, without objection, designated these issues as economic, subject to the last best offers set forth in Section 8 of Act 312 Public Acts of 1959, MSA 17.455(38).

THE CRITERIA

Section 9 of Public Act 312, MSA 17.455(39) sets forth the criteria that the Panel should follow in reaching its orders. Among the criteria set forth is 9(c), financial ability and:

(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.

In addition, pursuant to 9(h), the Panel may consider other factors "traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining..."

There can be various approaches in applying these criteria. Usually, in collective bargaining, both parties look at the labor market, namely, the comparisons. The Union seeks to be paid favorably in comparison with other similarly situated

employees. Employers resist paying over the market prices. Likewise, among the other factors to be considered pursuant to Section 9(h) is the parties' collective bargaining history not only in connection with current negotiations, but in comparing over the years where the parties have placed themselves marketwise as a result of their negotiation efforts. Once the marketplace is determined in conjunction with the collective bargaining history, then the question of financial ability to pay must be recognized along with the cost of living index.

THE COMPARABLES

Cheboygan County is located in the most northeastern section of the Lower Peninsula of Michigan. Emmett, Charlevoix, Otsego, Montmorency and Presque Isle counties border Cheboygan County. The Fraternal Order argues that each of these counties are comparable to Cheboygan. The County, though acknowledging the abutting counties to Cheboygan, suggest that Emmett and Charlevoix counties are not proper comparables because of the economic growth in those two counties not experienced by other counties in the upper half of the northeast lower peninsula. The County in its exhibits has also referred to counties south of Cheboygan that do not abut Cheboygan, but are in close proximity, namely, Crawford, Oscoda, Alcona and Antrim. The County has also suggested a comparison with at least three Upper Peninsula counties, namely, Chippewa, Mackinaw and Schoolcraft.

Another nearby county in northeast Michigan, namely, Alpena County, has been suggested as a comparable, but that County's Sheriff Department has not yet settled its Collective Bargaining Agreement and is currently involved in the Act 312 process.

It should be noted that different areas of Michigan have different controlling economic factors. This observation suggests that the comparison with Upper Peninsula counties is not well placed because of economic factors that are unique to the Upper Peninsula. Likewise, the Chairman recognizes that there may be economic factors present in Emmet and Charlevoix counties which are not as comparable as other northern counties to Cheboygan. Yet, the Emmet and Charlevoix comparables still can be helpful to gauge the general marketplace recognizing, however, the economic growth of those two counties which as a result, may lead the area financially.

The following chart lends credence to the validity of the comparables just noted:

POPULATION, PER CAPITA INCOME - 1983

County	84 Population Estimate	Per Capita Income-1983	No. of Criminal Offense Index	Non-Index
Cheboygan	20,909 (2)**	8,075 (5)	846 (3)	1,051 (3)
Charlevoix	19,709 (3)	9,103 (3)	1,564 (1)	1,299 (2)
Emmet	23,610 (1)	10,191 (1)	1,112 (2)	3,934 (1)
Montmorency	7,760 (6)	8,158 (4)	267 (6)	259 (6)
Otsego	15,345 (4)	9,236 (2)	614 (4)	944 (4)
Presque Isle	13,887 (5)	8,022 (6)	321 (5)	431 (5)

*Source: Michigan Statistical Abstract (1985)
 **Numerical Ranking

To repeat, the surrounding counties do give some basis for comparison and can form a gauge as to the general marketplace.

Though not as persuasive as abutting counties, the County's reference to other Lower Peninsula counties, Crawford, Oscoda, Alcona and Antrim, can serve as a check against the above counties abutting Cheboygan and give some indication of the developing pattern in negotiations for county police work in the upper part of Michigan's Lower Peninsula.

DURATION

At the time the parties reached impasse, the Fraternal Order's position was that the duration of the Agreement should be one year. The County's position was for a three year Agreement. As this matter was being heard, the parties recognized that a three year Agreement was more realistic. Thus, the parties have advised the Panel that their last best offers would be based on a three year Agreement, commencing January 1, 1986 and expiring December 31, 1988. The order of this Panel, based upon these last best offers, will be unanimous, namely, that the duration of the Agreement will be for three years covering the period just stated.

THE UNIFORM ISSUE

The issue between the parties as to uniforms is the desire that the Union have a cleaning allowance for deputies. An outline of the comparables for uniform allowance or cleaning allowance is:

Cheboygan County	None
Charlevoix County	\$200 paid toward maintenance
Emmet County	None
Montmorency County	Fully paid by the employer
Otsego County	Cleaning provided by employer at local cleaner
Presque Isle County	None

This suggests that three of the six adjoining counties compared do provide cleaning for deputies as uniforms are required to be worn by the deputies; that more northern Michigan counties are providing some type of cleaning allowance.

The last best offers of both parties recognized this trend toward some cleaning or other form of uniform allowance in northern Michigan. The County has proposed a \$175 allowance; the Fraternal Order a \$250 cleaning allowance. Though there is a trend for such allowances in northern Michigan, it is not yet universal. Likewise, at least in Charlevoix, the amount is \$200 where as in Montmorency County, which is a lower wage paying county, there is full payment by the employer, although the amount is not known. It is these factors that causes the Chairman to opt for the County's last best offer based on the lack of uniformity in the six compared counties and the fact that the Order's proposals may be above those who do pay for cleaning.

For these reasons, the Chairman, along with Panel member John H. Gretzinger, agrees with the Order providing for the County's last best offer of \$175 per year paid retroactive to January 1, 1986. Panel member Joseph Clark dissents as he would have awarded \$250.

HOLIDAYS

As to the issue of holidays, the comparables are:

Cheboygan County	Seven (7) paid holidays
Charlevoix County	Ten (10) paid holidays
Emmet County	Seven (7) paid holidays
Montmorency County	Eleven and one half (11-1/2) paid holidays
Otsego County	Thirteen (13) paid holidays
Presque Isle County	Eight (8) paid holidays

The average of these abutting counties is 9-1/2 paid holidays.

If the list of comparables are expanded, one would find that Crawford gives 10-1/2 days, Oscoda 11-1/2 days, Otsego 13 days and Alcona 13 days. The County has suggested in its exhibits that the Order is incorrect and that Emmet in fact pays 10-1/2 paid holidays. If this is so, then the average would increase to 10 paid holidays.

In addition to these comparables, there are two internal comparables. The Collective Bargaining Agreement between the 89th District Court and the United Steel Workers of

America, AFL-CIO-CLC provides in Section 14.0, 11-1/2 holidays. The Agreement between Council 25, the American Federation of State, County and Municipal Employees and Cheboygan Board of Commissioners provides in Article 10, nine holidays plus the day before Christmas and the day before New Years, if those days fall between Monday and Friday of the calendar week.

Thus, when the County made the last best offer of two additional holidays, it was recognizing that the seven day holiday provision now existing in the Sheriff's Department is not comparable both internally and with other Sheriff's Departments in northern Michigan. When the Order asked for three additional holidays to bring the Cheboygan Sheriff's Department up to ten holidays, the Order in effect was asking to be made comparable with other northern Michigan Sheriff's Departments as well as with the employees of the 89th Judicial District and for that matter, the county's general employees.

The Panel Chairman, therefore, along with Panel Member Joseph Clark, recognizes that based upon the comparables, the Order's last best offer should be adopted and that Easter, the day after Thanksgiving and Christmas Eve should be holidays effective January 1, 1986. The County's delegate, John Gretzinger dissents maintaining that the County's offer of two additional days is more consistent with the AFSCME Collective Bargaining Agreement covering the County's general employees.

WAGES

Several patterns emerge in the comparables between various classifications in the Cheboygan County Department that must be recognized in reaching decisions on wage rates.

The comparables as to the Deputies with the adjoining counties are:

COUNTY	1985	1986	1987	1988
CHEBOYGAN COUNTY	18,377	EXPIRED		
CHARLEVOIX COUNTY	20,387	21,100	EXPIRES	
EMMET COUNTY	20,636	21,502	22,225	23,145
MONTMORENCY COUNTY	17,368	17,784	18,304	EXPIRES
OTSEGO COUNTY	19,800	20,592	21,416	EXPIRES
PRESQUE ISLE COUNTY	18,740	19,364	19,780	

If one were to add Oscoda, Crawford and Alcona, the comparisons reveal:

	1/85	7/85	1/86	7/86	1/87	7/87
ALCONA	18,879 (9.07)	19,523 (9.53)				
CRAWFORD	17,888 (8.60)	18,649 (8.96)	18,976 (9.12)	19,356 (9.30)	19,743 (9.49)	20,138 (9.68)
OSCODA	16,494 (7.92)	17,160 (8.25)				

Compared to the adjoining counties, Cheboygan County Deputies, beginning in 1985, rank 5th lowest of the six adjoining counties. However, the relationship between the higher paid Presque Isle and Cheboygan was not as wide a gap as with the traditional leaders in northern Michigan, Charlevoix and Emmet Counties. By including Alcona, Crawford and Oscoda,

there would be a total of nine compared counties, three of which pay less than Cheboygan as of January, 1985, namely, Montmorency, Crawford and Oscoda.

As to Dispatchers, comparables with the adjoining counties reveal:

COUNTY	1985	1986	1987	1988
CHEBOYGAN COUNTY	13,187	EXPIRED		
CHARLEVOIX COUNTY	17,164	17,850	EXPIRES	
EMMET COUNTY	15,829	16,670	17,461	18,366
MONTMORENCY COUNTY	13,520	13,936	14,456	EXPIRES
OTSEGO COUNTY		12,022 (5.72)	NON-UNION	
PRESQUE ISLE COUNTY		10,400 (5.00)		

Add to this the County's suggested comparables for Alcona, Oscoda and Crawford counties, the following rates are noted:

	1/85	7/85	1/86	7/86	1/87	7/87
ALCONA	17,009 (8.17)		17,860 (8.58)			
CRAWFORD	10,504 (5.05)	11,444 (5.50)	12,044 (5.79)	12,644 (6.07)	13,244 (6.36)	13,844 (6.65)
OSCODA	12,958 (6.22)	13,478 (6.48)				

Even though Crawford and Oscoda were behind Cheboygan in 1985 for Dispatchers, the adjoining counties, as well as Alcona, paid substantially more than Cheboygan for Dispatchers, except Otsego and Presque Isle County. Though Otsego and Presque Isle are adjoining counties, their rates of pay for Dispatchers at \$5.72

an hour in Otsego and \$5.00 in Presque Isle would suggest that these rates are an aberration.

Even if one recognizes that Charlevoix and Emmet Counties generally have higher rate scales, there is no explanation why Montmorency County paid more for Dispatchers in 1985 than Cheboygan, even though Montmorency paid less for Deputies. In 1985, the average for Cheboygan, Charlevoix, Emmet and Montmorency Counties combined for Dispatchers was \$14,925. These four counties, if one factored in no increase in Cheboygan for 1986, would have an average of \$15,410. This change is because of the substantial increases at Emmet and Charlevoix Counties, suggesting that in northern Michigan there is an increased recognition of the economic value of the Sheriff Department Dispatchers.

The Chairman cannot explain Otsego County and Presque Isle County except to indicate that in Otsego, the employees are non-union and that the two counties, particularly when compared with Alcona, Crawford and Oscoda, as well as the four abutting counties, are not representative of what is happening economically insofar as the compensation for Dispatchers are concerned.

As to Correction Officers or Jailers, the adjoining county comparables are:

COUNTY	1985	1986	1987	1988
CHEBOYGAN COUNTY	14,705	EXPIRED		
CHARLEVOIX COUNTY	17,164	17,850	EXPIRES	
EMMET COUNTY	15,829	16,670	17,461	18,366
MONTMORENCY COUNTY	NO JAIL			
OTSEGO COUNTY	WORK DONE BY SWORN DEPUTIES			
PRESQUE ISLE COUNTY ^{2/}	14,539	EXPIRED		

Add Crawford and the following is noted:

	1/85	7/85	1/86	7/86	1/87	7/87
CRAWFORD	15,962 (7.67)	16,660 (8.00)	16,932 (8.14)	17,271 (8.30)	17,616 (8.46)	17,968 (8.63)

There are no similar classifications in Alcona and Oscoda. The Chairman observes that as to Jailers or Correctional Officers, the area average excluding Crawford for 1985 was \$15,559 and for 1986, \$17,206. With the exception of Presque Isle, Cheboygan County Jailers are the lowest paid in the area.

There were no figures presented to the Chairman as to Cook-Matron, Secretary-Matron or Marine Deputy classifications.

The whole point of this exercise is to illustrate that the Sheriff's Deputies are competitive, whereas the Correctional Officers (Jailers) and Dispatchers are not competitive with the pay given for these classifications in the surrounding counties.

^{2/} The Panel Chairman was not supplied with the current figures for jailers of the recently settled Presque Isle contract.

After making the above observations, the Chairman, in writing, made certain comments to the parties. The parties have subsequently submitted Last Best Offers. As the Chairman reviews the Last Best Offers, he has concluded that though the Offers cover each of three years effective January 1, 1986, expiring December 31, 1988, the Offer for each year is separate and distinct and the Chairman so finds.

With this understanding, the Chairman now addresses the Last Best Offers made in each of the various classifications at issue.

DEPUTY WAGES

The Fraternal Order has submitted as its Last Best Offer a proposal of 5% in each of the three years. The County has submitted an offer of a 4% increase for each of three years. Recognizing the observation that the Deputies' pay is competitive, the fact that this is an era of low inflation, with a 1.2% change in the Consumer Price Index for all cities for 1986, it would seem that the Last Best Offer of the County for each of the three years of 4% each year is consistent with the comparables and comports with the bargaining history that has placed the Deputies in their present competitive position.

Considering the comparables, Presque Isle Deputies in 1985 were making \$373 more than Cheboygan Deputies. Otsego Deputies in 1985 were making \$1,413 annually more than Cheboygan Deputies and Montmorency Deputies were substantially behind both of these two counties as well as Cheboygan.

Based upon the 1986 settlement at Presque Isle, a 4% increase for Cheboygan County in 1986 would take Cheboygan Deputies from being \$373 behind Presque Isle Deputies in 1985 to \$252 behind, an improvement in position. In 1987, Cheboygan Deputies would be making \$19,876, or \$90 ahead of Presque Isle.

In 1985, Crawford Deputies were \$499 behind Cheboygan. There was, admittedly, a substantial adjustment in Crawford on a semi-annual basis ending with the last adjustment to be on July 1, 1987. But even with these adjustments, at a 4% increase for each of three years wage increase, on January 1, 1986, a Cheboygan Deputy would still be \$136 ahead of Crawford Deputies. On January 1, 1987, a Cheboygan Deputy would be \$133 ahead of Crawford Deputies. Unless the Crawford Deputies received a pay increase on January 1, 1988, the difference in pay between Crawford Deputies at \$20,138 as of July 1, 1987 and the 4% pay raise that Cheboygan Deputies would get on January 1, 1988, bringing them to \$20,671.53, would mean that Cheboygan will begin the 1988 year at \$533 ahead of Crawford, thereby keeping its competitive edge with Crawford, based upon a 4% raise in each of the three years.

Based upon the 4% increase for each of the three years proposal, when compared with Montmorency County, it is noted that in 1985, Cheboygan paid its Deputies \$1,009 more. In 1986, the difference in favor of Cheboygan Deputies would be \$1,328 and in 1987, \$1,572.

The Chairman recognizes that with the counties that have traditionally been paid higher than Cheboygan County, the

4% increase across the board may cause a slight decrease in Cheboygan's competitiveness. In Otsego County, 1985 Deputies were paid \$1,413 more than Cheboygan. Under the 4% proposal, in 1986 Otsego Deputies will be paid \$1,480 more and in 1987, \$1,540 more, suggesting a slight increase in the difference between Otsego Deputies and Cheboygan Deputies of \$127. But when compared with Presque Isle, Montmorency and Crawford, where Cheboygan actually increases its competitive position, it would seem that the 4% increase in each of the three years as proposed by the County keeps the Deputies competitive.

In making this observation, the Chairman appreciates that if he was to adopt a 5% increase in any of the years proposed by the Deputies or 5% in each of the three years, the Deputies' competitive position would be more favorable when compared with the higher paid counties such as Otsego, Emmet and Charlevoix. But, the adoption of such an offer would increase the differential with the counties which the parties' past bargaining history has placed Cheboygan in competition with, namely, Montmorency, Presque Isle and Crawford. Furthermore, though Charlevoix and Emmet can serve as a guide, because of their more favorable financial circumstances, they are not the most appropriate comparable. For whatever reasons, Otsego County has traditionally been slightly higher paying than Cheboygan.

It is for all these reasons that the Chairman, along with the County's delegate, John H. Gretzinger, adopts the County's last best wage offers for deputies, namely, a 4%

increase effective January 1, 1986, a 4% increase effective January 1, 1987, and a 4% increase effective January 1, 1988. The Fraternal Order's delegate, Joseph P. Clark, has registered his dissent, taking the position that the Chairman should have voted for the adoption in each of the years of the Fraternal Order's last best offer for Deputies, namely, a 5% wage increase in each of the three years.

DISPATCHER WAGES

As to Dispatchers, the Dispatchers have proposed a 7% increase effective January 1, 1986, a 6% increase effective January 1, 1987, and a 6% increase effective January 1, 1988. The County has proposed a 4% increase effective January 1, 1986, a 4% increase effective January 1, 1987, and a 4% increase effective January 1, 1988.

Dispatchers require a larger percentage increase pay raise than the 4% increase in each of three years as to Deputies, which this Chairman voted for. This follows because as to Dispatchers, the County is indeed in a catch up mode when compared to adjoining counties. Reference is made to the chart at page 18 of this Opinion. Even in Montmorency where Deputies in 1985 were paid approximately \$1,000 less than Cheboygan County Deputies, the Montmorency Dispatcher was paid \$333 more than Cheboygan county, or 2.5% more. Montmorency, in 1986 and 1987 gave Dispatchers a 3% and 3.7% wage increase respectively.

Crawford, on the other hand in 1985, paid Dispatchers \$10,504 or \$2,683 less than Cheboygan. However, Crawford, beginning July, 1985, gave its Dispatchers an 8.9% raise. By January 1, 1987, the Crawford Dispatchers will receive another 10%, in July, 1987, they will receive another 4.5% raise. As a result of these increases, Crawford, which had been substantially behind Cheboygan in 1985, namely, \$2,683, narrowed the gap in the Dispatchers' classification in the two counties.

This analysis does not even consider the substantial payment to Dispatchers in the more affluent Charlevoix and Emmet Counties. Of course, there is Otsego which in 1986 was paying its Dispatchers \$5.72 an hour for an annual salary of \$12,022. And there is Presque Isle which paid an annual salary of \$10,400, based on \$5.00 an hour. But as the Chairman has noted, Otsego is non-union and Presque Isle represents an aberration. Otsego and Presque Isle Counties are not in keeping with what has been developing for Dispatchers in upper northeastern Michigan.

There is even internal justification for an increase of more than 4% for Dispatchers, at least in some years. Note the pay scale of Council 25 represented employees. For example, in October, 1985, after one year of employment with the County, Custodians received \$6.61 and as of January 1, 1986, this figure was \$6.86. This is to be compared to a Dispatcher who in 1985 received \$6.34, or 27¢ an hour less than the Custodian.

Thus, a persuasive argument can be made, not only in connection with comparing Dispatchers employed in other Sheriff

Departments in northern Michigan, but within the County itself, that the Dispatchers need an additional adjustment. The Dispatcher's work is at least equally important, if not more important, than the Custodian because of the responsibility through radio contact to react to possible life and death situations.

The point is that something more than a 4% increase in some of the years is needed to correct even this internal inequity as between Custodians and Dispatchers and make Cheboygan Dispatchers more competitive with the Dispatchers in other counties in northeastern Michigan.

It is for this reason that the Chairman agrees with the Fraternal Order delegate, Joseph H. Clark, for a 7% increase for Dispatchers effective January 1, 1986 and a 6% increase effective January 1, 1987, the last best offers for those two years proposed by the Fraternal Order. The Chairman, however, would agree with the County delegate and adopt the last best offer of the County for 1988, namely, a 4% increase effective January 1, 1988 for Dispatchers. Mr. Clark would dissent as to 1988. Mr. Gretzinger, the County's delegate, would dissent as to 1986 and 1987.

The Chairman has opted for the 7% increase the first year and the 6% increase for the second year because these increases are needed to make the adjustment, first as compared to Custodians within the County, and secondly, to keep competitive with Montmorency's and Crawford's closing gap. By January 1, 1988, it would seem that a 4% increase, particularly

in this era of low inflation, would be sufficient to maintain a Cheboygan Dispatcher's competitiveness in the marketplace.

Examining what the Chairman's vote means is that on January 1, 1986, Cheboygan County, which in 1985 paid its Dispatchers \$333 less than Montmorency, would then be paying \$174 more than Montmorency. By January 1, 1987, Cheboygan would be paying its Dispatchers \$500 more. Then, examine the Crawford comparison. On January 1, 1985, Crawford was paying its Dispatchers \$2,583 less than Cheboygan. By virtue of the Chairman's vote, by July, 1987, the difference between Crawford and Cheboygan would have been reduced to a point where Cheboygan would only be \$1,112 ahead. Add to this the fact that there was an internal incongruity within the County of Cheboygan paying Custodians more than Dispatchers, necessitating the wage adjustment, coupled with the legal requirement that the Chairman adopt one or the other Last Best Offer, and the Chairman could only vote the way he has.

A 4% increase for each of three years or a 4% increase for two of the three years would not have corrected the inequities in the payment of Dispatchers, particularly in relationship to Montmorency and the Crawford catch up. This analysis ignores the fact that in the more affluent Charlevoix and Emmet Counties, the Dispatcher increases are such that there is a slight increase in the gap between those counties and what Dispatchers will now be paid in Cheboygan. Yet, Emmet, for example, only gave a 5.3% increase in 1986 and a 4.7% increase

in 1987. This only emphasizes that competitively, the 7%, 6% and 4% formula was the most appropriate.

JAILER WAGES

As to Jailers, the Fraternal Order's last best offer proposed a wage increase of 6% effective January 1, 1986, a 6% wage increase effective January 1, 1987 and a 6% increase effective January 1, 1988. The County's last best offer proposes a wage increase effective January 1, 1986 of 4%, a 4% increase effective January 1, 1987 and a 4% increase effective January 1, 1988.

The 1985 Jailer rate of \$14,705 in Cheboygan County is substantially below the comparables with the exception of, possibly, Otsego and Presque Isle.^{3/} Presque Isle apparently paid \$166 less for their Jailers in 1985, who apparently were paid \$14,539 according to Fraternal Order Exhibit 12. However, when the comparisons are made with Charlevoix and Emmet Counties, the Cheboygan Jailers are not competitive and have a substantial pay spread, namely, \$1,799 and \$1,115 respectively in 1985.

Perhaps the best analysis can be made by comparing Cheboygan with Crawford. Noting that in 1985, Crawford traditionally paid its Deputies \$500 less than Cheboygan, as to Jailers, Crawford paid almost \$1,200 more. The pattern in

^{3/} The County maintains that Otsego Jailers are non-represented employees and were making \$12,480 in 1985. The Fraternal order claims that in Otsego, the work is done by sworn deputies.

Crawford is interesting as noted in the chart set forth at page 20 of this Opinion. That chart also reveals that by 1986 in Charlevoix, Jailers were approaching an \$18,000 salary and in fact, in Emmet by 1988, Jailers are to receive \$18,366. This is comparable to Crawford.

Although Presque Isle seems to be following behind the pattern and there is some dispute as to what is going on in Otsego, the 1986-88 period indicates that Jailers in upper northern Michigan are experiencing a considerable growth pattern in annual income. Crawford, in order to reach this growth pattern, gave a 6.1% increase between January 1, 1985 and January 1, 1986 and about a 4% increase in 1986. Furthermore, a 2% mid-year increase was given in July, 1987.

The Chairman recognizes that Crawford began with higher pay for Jailers in 1985. The point is that Crawford reaches what seems to be the growing trend in northern Michigan of "pushing" \$18,000 for Jailers by 1988.

It would seem, however, that increases must be kept in relative position to the parties' respective bargaining history. Crawford, Charlevoix and Emmet began with higher base figures. Recognizing that as compared to Presque Isle, the Order of this Panel might widen the gap between Presque Isle and Cheboygan, Cheboygan still must begin approaching what is the trend for Jailers' salaries in northern Michigan, absent other mitigating factors. There is no such other mitigating factors here. To

illustrate the point, at the County's offer of 4%, the wages would be:

<u>1986</u>	<u>1987</u>	<u>1988</u>
\$15,296	\$15,905	\$16,541

If the Order was 6%, 6% and 4%, the figures would be:

<u>1986</u>	<u>1987</u>	<u>1988</u>
\$15,587	\$16,522	\$17,182

The latter figures make Cheboygan more competitive with Crawford and is in keeping with the trend as explained above in northern Michigan for the payment of Jailers. Of course, there is still some inequity, but one must understand that a historical inequity cannot be completely corrected in one negotiation. The adjustments that the Chairman votes for, namely, the Fraternal Order's offer of 6% effective January 1, 1986, 6% effective January 1, 1987 and 4% effective January 1, 1988 would seem to meet this need. The Fraternal Order delegate, Joseph P. Clark, joins with the Chairman as to the first two years but dissents as to the third year, whereas the County delegate, John H. Gretzinger, would dissent as to the first two years but would consent to the adoption of the 4% for the third year of the Agreement.

SECRETARY-MATRON WAGES

The Fraternal Order, as to the Secretary-Matron classification, has proposed a last best offer whereby the Secretary-Matron, effective January 1, 1986, would receive a 6% increase, effective January 1, 1987 a 5% increase, and

effective January 1, 1988 would receive a 5% increase. The County has proposed that the Secretary-Matron, effective January 1, 1986, would receive a 38¢ an hour increase, effective January 1, 1987, would receive a 25¢ an hour increase, and effective January 1, 1988, would receive a 25¢ an hour increase. The Secretary-Matron's rate of pay, based on the County's offer, would be \$6.86 on January 1, 1986, \$7.11 an hour on January 1, 1987, and \$7.36 on January 1, 1988.

There were no comparables presented as to payment made to Secretary-Matrons in other Sheriff Departments. However, within the County, there is a Clerk I rate paid to employees represented by AFSCME, Council 25. In the most recent three-year Agreement, the Council and the County negotiated a 25¢ an hour increase for each year for a Clerk I. The Chairman believes that a Clerk I and a Secretary-Matron probably have the same equivalent duties. They both are secretary/clerical positions. It would, at a minimum, seem that they both should be paid the same. In 1985, the Secretary-Matron made \$6.48. Yet, a Clerk I, as of October, 1985 after one year of employment, made \$6.61, a difference of 13¢ an hour. The Chairman believes that since the County did set the pattern of 25¢ an hour increases for each year in three years for a Clerk I, there is no reason why this pattern should not be followed for the Secretary-Matron, except that in the first year, as the County proposed, there be a 13¢ adjustment so that the Clerk I and the Secretary-Matron will be making the same amount of money.

It is true that there is a Clerk II position in the County that pays more than the Clerk I position. It is not clear whether one could argue that a Secretary-Matron in the Sheriff Department should be classified as a Clerk II position. However, the Chairman does note that the Secretary-Matron, by virtue of being in the Sheriff Department unit, receives a more favorable health insurance program and does work more hours per year, meaning that that person in the Sheriff Department on an annual basis, if being paid the same rate as a Clerk I, will make more than the Clerk I. Furthermore, only so much can be accomplished in one negotiation. What has been accomplished for the Secretary-Matrons is that there has been an adjustment, bringing them to the Clerk I rate.

It is for these reasons that the Chairman, along with the County delegate, John H. Gretzinger, will adopt the County's last best offers for each of the three years, namely, 38¢ effective January 1, 1986, 25¢ effective January 1, 1987, and 25¢ effective January 1, 1988. The Fraternal Order's delegate, Joseph P. Clark, hereby dissents.

COOK-MATRON WAGES

As to Cook-Matron wages, the County has offered a 38¢ an hour increase effective January 1, 1986, a 25¢ an hour increase effective January 1, 1987, and a 25¢ an hour increase effective January 1, 1988. The Fraternal order has proposed a 6.3% increase effective January 1, 1986, a 5.2% increase

effective January 1, 1987, and a 5.2% increase effective January 1, 1988.

The Chairman, noting that there had been no comparisons of Cook-Matrons with other counties, relies on the parties' bargaining pattern in adopting the County's position. Traditionally, the parties by bargaining have placed the Cook-Matron at 29¢ an hour less than a Secretary-Matron. This has been the parties' pattern of bargaining. Thus, logic dictates that this pattern would continue with the Cook-Matron receiving 38¢ an hour the first year (January 1, 1986) and 25¢ an hour each of the next two years to keep this pattern. In other words, in the first year, January 1, 1986, the Cook-Matron would receive \$6.57 an hour; as of January 1, 1987, this amount will go to \$6.82 an hour, and as of January 1, 1988, the amount will be \$7.07.

The Chairman will join with the County delegate, John H. Gretzinger, and adopt the last best offer of the County for each of the three years. Joseph P. Clark, the Fraternal Order's delegate, hereby dissents.

MARINE DEPUTY WAGES

As to Marine Deputies, the Fraternal Order has proposed a 6% increase effective January 1, 1986, a 6% increase effective January 1, 1987, and a 6% increase effective January 1, 1988. The County has proposed a 25¢ an hour increase effective January 1, 1986, a 25¢ an hour increase effective

January 1, 1987, and a 25¢ an hour increase effective January 1, 1988.

The County's rationale for the 25¢ an hour increase is based upon its 25¢ an hour increase given employees in the AFSCME unit of general employees. The County notes that the Marine Deputies are part-time employees, employed during the summer; that there is a high turnover in the position because of its seasonal nature. Having considered this factor and recognizing there is a limit to how much money the County does have and that the Chairman has opted for certain increases to correct inequities, the Chairman finds no inequities with the Marine Deputies. For these reasons, the Chairman will join with the County delegate, John H. Gretzinger, and adopt the County's last best offer so that the Marine Deputies for each of three years will receive a 25¢ an hour increase. Joseph P. Clark, the Fraternal Order delegate, dissents.

ORDERS

1. The Orders herein cover all classifications set forth in Article II, Section 1 of the 1982-85 Agreement, including Detectives.^{4/}
2. The term of the Agreement will be from January 1, 1986 through December 31, 1988.
3. The Agreements as set forth at page 9 of the Opinion are hereby ordered incorporated into the parties'

^{4/} Note, however, the dissent statement as to John H. Gretzinger's views on the question of coverage as set forth at page 7 of this Opinion.

Collective Bargaining Agreement effective January 1, 1986 and ending December 31, 1988.

4. Effective January 1, 1986, and on each anniversary date of the Agreement, Deputies, Jailers and Dispatchers shall receive a \$175.00 cleaning allowance, providing that they wear uniforms while on duty.

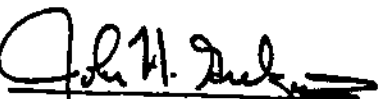
5. Effective January 1, 1986, all classifications covered by this Order shall receive three (3) additional holidays, namely, the day after Thanksgiving, Christmas Eve and Easter.


6. The wage rates for each classification for each year shall be increased as follows, effective January 1st of the indicated years:^{5/}

	<u>1986</u>	<u>1987</u>	<u>1988</u>
Deputies/Detectives	4%	4%	4%
Dispatchers	7%	6%	4%
Jailers	6%	6%	4%
Marine Deputies	.25	.25	.25
Secretary-Matrons	.38	.25	.25
Cook-Matrons	.38	.25	.25

7. The concurrences with the Orders by a majority and the dissents have been noted in the body of the Opinion.


GEORGE T. ROUMELL, JR., Chairman


JOHN H. GRETZINGER, County
Delegate, concurring in part
and dissenting in part as
indicated in Opinion


JOSEPH P. CLARK, Fraternal Order
Union Delegate, concurring in
part and dissenting in part as
indicated in Opinion

Dated: February 4, 1987

^{5/} In arriving at the wage rates, the Chairman has assumed that traditionally the Detective has been paid the same as the Deputy and the Order will so provide.