

5/18/76 ARB

Crawford, County of

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1976 MAY 20 AM 9:10

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

IN THE MATTER OF: /  
  
COUNTY OF CRAWFORD, /  
Public Employer /  
  
- and - /  
  
CRAWFORD COUNTY SHERIFF'S /  
DEPARTMENT, DEPUTY UNIT /  
and COMMAND UNIT (Team- /  
sters Local 214) /

Under Act No. 312, Michigan  
Public Acts of 1969, as  
amended

ARTIBRATION PANEL:

William P. Daniel, Chairman  
Dean Welch, County Designee  
Paul Gully, Union Designee

APPEARANCES:

County: Dean Welch  
Union: Joseph Valenti

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

JUL 26 1976

THRESHOLD ISSUE

This arbitration concerns two separate contracts, one covering deputies and dispatchers, and another covering command personnel. The contracts are substantially the same and the issues for resolution by this arbitration are identical. There is included in the command unit the position of chemist, and in the deputies and dispatchers unit, there is a classified position of secretary. The titles of these

positions appear to clearly indicate the nature of the duties and it is not shown that the individuals occupying these positions participate in regular police duties. However, since it is the apparent intent of Public Act 312 to resolve disputes of this nature so as to achieve contractual agreement, and since without resolving the employment status of persons occupying these classifications, a contract could not be obtained, it is reasonable to conclude that such persons are intended to be included within the scope of the Act so as to bring about a conclusion of this process and peaceful relationship between the parties. It is impossible to separate from the specific police functions those functions of auxiliary and supplemental services performed by such personnel, and for that reason, all aspects of this decision shall apply equally to those persons occupying the position of chemist and secretary. This matter was discussed at considerable length by the panel and the designee for the union would join with the chairman in this finding. The designee for the county would not concur.

On this issue of jurisdiction, the county's right is reserved in accordance with the statute to appeal.

### BACKGROUND

Crawford County is a small county of approximately 7,000 population. The recession has dealt harshly with the county and its population and it has undeniable economic problems and disadvantages. The influx of tourists and visitors both during the winter and summer months causes problems of law enforcement disproportionate to the actual population of the county.

Since 1969, there has been a 15 mill maximum, which has been assigned to the various units of government by the Tax Allocation Board. In 1975, Crawford County was allocated 7.01 mills of the total 15. The county drafted a proposed budget for 1976 of \$1,073,634.00 and sought to obtain from the Tax Allocation Board an increase to 7.85 mills. In the Tax Allocation Board proceedings, various interworkings and maneuvering between local units of government resulted not only in the denial of the sought increase to the county, but, in fact, a reduction to 6.20 mills. The beneficiary of this pie-cutting was the local school districts to the largest extent.

As a result, the county adopted a austerity budget of \$960,535.00 and in collective bargaining and for the purpose of these proceedings, proposed no economic increases at all. Generally speaking, the posture at the bargaining

table and in these proceedings has been that the lack of money is the reason for refusal and that if money were available, increases would have been negotiated, though not necessarily in the amount sought by the union. There are several issues, as will be seen, upon which the disagreement extends beyond pure economic aspects.

At the time of hearing, certain essential and most important facts were brought out as to the economic status of the county. In April of 1975, the county determined to create a revolving tax fund. This was not done with any ulterior motive or an intention to conceal or divest itself of the use of funds for purposes of salary increases or other employee benefits. This fund was created for the purpose of purchasing delinquent tax accounts from other local units of government. The rationale was that this would enable those units, such as school districts, to get money immediately and the county would receive interest from taxes as collected. The county transferred \$250,000.00 from the general fund to make the purchase. This principal amount was to be returned to the county treasury general fund over a period of three years and the interest was to be retained in the revolving fund so as ultimately to make the fund self-sufficient. \$138,000.00 of the principal amount was returned to the county as of January 1, 1976;

of the remaining \$112,000.00 it is expected that \$80,000.00 will be returned to the county during the year of 1976.

The County Board of Commissioners has authority to discontinue this system and transfer interest back into the general fund when such accumulated in the revolving tax fund. The County Treasurer testified at the time of hearing that \$8,500.00 interest had already accumulated during 1976, and that during the year of 1976, he anticipated it would probably total \$20,000.00. He gave as limits a minimum of \$16,000.00 and \$23,000.00 estimated maximum accumulation of interest in this account. It was indicated by the County Treasurer that the returned principal from the tax revolving fund was not considered as available money in preparing the budget, and that the county was unaware of its ability to utilize the accumulated interest in the revolving tax fund until only weeks before the hearing in this matter. It is the belief of the impartial chairman of this panel that the county has available for its use approximately \$100,000.00 from this source, which it did not consider as available to it at the time of developing this austerity budget. Due regard is had for the fact that the \$80,000.00 returned principal is not recurring income. The extent to which this becomes an economic hardship depends largely on decisions of the people of Crawford

County as made in future years by their representatives on the Tax Allocation Board.

The county argued in any case that a deficit from the previous year should be off-set against this total amount, that certain anticipated revenues would fall short by substantial degree and that a small contingency or projected carry-over would be reasonable. Using approximate figures, the \$100,000.00 available monies could reasonably be reduced by \$21,000.00 for the 1975 deficit by another \$25,000.00 for revenue short fall from items such as the drug lab, contracted prisoner care and city assessing. Even considering the possible luxury of a contingency fund, it appears to the chairman of the panel that there are funds available for the purpose of meeting increased costs for the personnel covered by these collective bargaining agreements.

Generally speaking then, it is found that the county does have the ability to pay something. Due regard must be had for the substantial reduction, which resulted from the Tax Allocation Board's decision.

The county generally and its people are not in secure economic circumstances. There are numerous other personnel employed by the county to whom equity and fair dealing may require similar dealing to that which is directed by this panel.

The presentation of supporting documentation by both sides was minimal and in many instances of little specific application to this county. The parties are well aware that by law, certain factors are to be considered by the panel and that based upon the presentation of information, evidence and facts is the obligation of the panel in resolving each specific issue to adopt the last offer which most nearly complies with such factors.

1. WAGES.

The union seeks \$700.00 annual increase added to each classification and each step where such is provided commencing January 1, 1976, and an additional \$700.00 increase in the annual wage commencing July 1, 1976. For example, this would mean as to the deputy classification that as of January 1, 1976, the top rate would go from the present \$9,700.00 to \$10,400.00, and on July 1, 1976, to \$11,100.00.

The county offers no increase whatsoever.

AWARD:

In consideration of all applicable factors as specified by law and particularly the ability of the county to meet this economic commitment by way of utilization of available funds, transfer of funds or adjustment of expenditures and also in light of the very substantial impact of the cost-of-living upon such employees during the year of 1975, the

last offer of the union is hereby adopted. Wages shall be paid retroactive to January 1, 1976, for all employees, which is the commencement of the fiscal year next occurring after the initiation of these proceedings and in accordance with Section 10 of the Act.

Agreed: Daniel, Gully

Dissent: Welch

## 2. VACATIONS.

Currently employees with service of ten to fifteen years receive 17 days vacation annually. Employees with fifteen years and more service receive 20 days vacation annually.

The union seeks 20 days vacation commencing with the tenth year, and 25 days vacation commencing with the twentieth year.

The county offers no change from the current system.

### AWARD:

In consideration of the economic commitment of the county as required by the wage award and also because the current vacation system does not appear to be inequitable in light of contemporary standards and also because extension of vacation benefits would result in aggravation of coverage and overtime problems which exist, the position of the county is hereby adopted.



Yes: Daniel, Welch

No: Gully

3. MAINTENANCE OF UNIFORMS.

There is currently provided \$125.00 annual allowance. The union sought in its final offer \$175.00 and the county offered \$150.00.

AWARD:

Upon due consideration of the economic circumstances of the county and recognition of the increasing costs of cleaning services, the position of the county is considered the most reasonable.

Yes: Daniel, Welch, Gully

4. EYE AND DENTAL CARE INSURANCE.

There is no such present coverage. The union proposes that benefits be provided in return for a premium of \$3.00 per week per employee. The county proposes that the benefit not be granted.

AWARD:

In due consideration of the economic status of the county and the extent of the economic commitment made by the wage award above, it is considered that such benefit should not be granted, and the position of the county adopted.

Yes: Daniel, Welch

No: Gully

5. GUN ALLOWANCE.

The present contractual language provides that:

"All employees required to carry a weapon shall have the option of receiving a county-owned revolver and off-duty weapon or receiving one hundred dollars (\$100.00) for the purchase of both weapons."

The union offer seeks to increase the amount of \$100.00 to \$200.00. The county proposes that it will furnish all weapons as required.

AWARD:

The contractual language shall be revised and the following language shall replace the former:

"The Employer will furnish all required weapons in accordance with the sheriff's specification."

Yes: Daniel, Welch, Gully

6. LONGEVITY PAY.

Under the present provision \$25.00 per year for each year of service after four years is provided. The union seeks to increase this to \$50.00, and the county proposes that it be kept as is.

AWARD:

In view of the economic burden and commitment on the county as made by the wage award above, it is found that this benefit should be continued at its current level and not increased as sought by the union.

Yes: Daniel, Welch

No: Gully

7. MINIMUM TO MAXIMUM YEARS OF SERVICE.

Currently the positions of deputy and dispatcher progress from a starting rate to six months, one year, two years and three years. The union proposes this be reduced to a starting rate, six month rate, one year rate. The county made an offer to compact the wage structure, but such was contingent upon the acceptance by the panel of certain wage rates. Having declined to maintain the current wage rates as sought by the county, the panel regards the last unqualified position and offer of the county on the issue to be no change in the current increment system.

AWARD:

In consideration of the economic award on the issue of wages above, and since the system of increments does not appear to be unfair or lack a reasonable basis, therefore, the position of the county is hereby adopted and the increment structure shall remain unchanged.

Yes: Daniel, Welch

No: Gully

8. HOLIDAYS.

Currently there are nine full holidays plus two one-half days. The union seeks an additional holiday for the

employee's birthday. The county offers to award such holiday provided that it is a compulsory day off, if falling on a work day and not used to create overtime or call back premiums.

AWARD:

The parties are in agreement that such a holiday shall be provided as follows:

"Each employee shall receive an additional holiday on his birthday. Such shall be a compulsory or required day off if scheduled to work, provided, however, that if the employee is called in due to an emergency on such day, then the scheduled holiday shall be rescheduled at the mutual convenience of the employee and employer."

Yes: Daniel, Welch, Gully

9. BLUE CROSS-BLUE SHIELD.

The union proposes that there be added to the current coverage, master medical and a \$2.00 prescription rider. The county proposes no change be made in its current coverage.

AWARD:

In recognition of the economic commitment by the county in other awards above, its financial condition generally and the general premium increase for hospitalization costs which will occur to maintain current coverage, the request of the union for increased benefits is denied and the position of the county to maintain current levels of coverage only is adopted.

AWARD:

Yes: Daniel, Welch


No: Gully

The signatures affixed below indicate that the votes, as required for each issue, are correct. In addition, the signatures indicate the position of the parties as reflected herein as to the inclusion of chemist and secretary to correctly reflect the expressed attitudes of the parties. The signatures below are not intended to necessarily agree with conclusions as to background information as expressed herein, such being more properly and specifically as set forth in the record. Conclusions or comments in regard to background information and past events are the observations of the chairman of the panel.

DATED:

May 18

, 1976

  
William P. Daniel, Chairman

DATED:

May 9

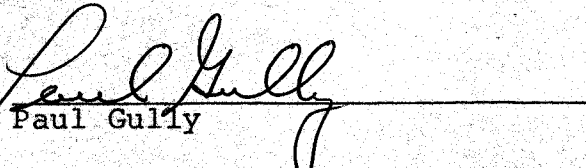
, 1976

  
Dean Welch

DATED:

May 12

, 1976

  
Paul Gully