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MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Fact Finding Between

COUNTY OF OAKLAND, Employer

and

LOCAL 1917, OAKLAND COUNTY PROBATION
OFFICER SUPERVISORS OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, Countil #23,
AFL-CIO

Richard Kanner /

Appearances:

For the Employer,

Mr. Kenneth J. Vinstra,
Chief of Labor Relations

Mr. Charles J. Long, Attorney

For the Union:

Mr. Byron B. DeLong,
Staff Representative

FACT FINDING

BACKGROUND

The captioned bargaining unit containing five (5) employees, was first certified in March, 1976. The classification involved is Probation Officer Supervisor, who supervise Probation Officers.

COUNTY POSITION

The main issue separating the parties is that the Union demands a one step to maximum wage formula, and parity with the State Probation Officer Supervisors. The County offers a two step to maximum wage formula, and wage package as follows:

LABOR AND INDUSTRIAL
RELATIONS DIVISION

Michigan State University

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MICHIGAN STATE UNIVERSITY
LABOR AND INDUSTRIAL
RELATIONS DIVISION

Oakland County of

RICHARD L. KANNER, ATTORNEY AT LAW, ARBITRATOR • 20840 SOUTHFIELD ROAD SUITE 240, SOUTHFIELD, MICH. 48075. (313) 569-8740

RICHARD L. KANNER, ATTORNEY AT LAW, ARBITRATOR • 20840 SOUTHFIELD ROAD SUITE 240, SOUTHFIELD, MICH. 48075, (313) 589-5740

COUNTY ALTERNATE POSITIONS

A.

<u>1976</u>		<u>Base</u> <u>\$17,932</u>	<u>1 yr.</u> <u>\$18,475</u>	<u>2 yrs.</u> <u>\$19,019</u>
1/1/77	5%	18,829	19,399	19,970
7/1/77	1%	19,017	19,593	20,170
1/1/78	4%	19,778	20,376	20,976
7/1/78	2%	20,173	20,784	21,396

NO RETROACTIVITY

B.

1/1/77	4%	18,649	19,214	19,780
1/1/78	4%	19,395	19,983	20,571
7/1/78	2%	19,783	20,382	20,983

The Union offer is as follows:

1/1/77	20,200	21,339
7/1/77	20,402	21,553
1/1/78	21,218	22,475
7/1/78	21,642	22,924

The parties are desirous of concluding a contract to cover a two (2) year period, January 1, 1977 through December 31, 1978.

The parties have submitted oral and documentary evidence bearing on the issue. Analysis thereof is therefore necessary to decide the issue.

FRINGE BENEFITS

Comparison of fringe benefits between State and subject County Probation Officer Supervisors was submitted by the County. (County Exhibit #1) Without detailing each fringe benefit, it is

apparent by the following examples that the County substantially exceeds the State benefits:

	<u>COUNTY</u>	<u>STATE</u>
Longevity	10 years-\$791.00 13 years-\$1187.00	10-13 years \$229.00
Holidays	11	9.5
Tuition Reimbursement	\$350.00/Semester-77 \$400.00/Semester-77	None
Retirement		
Vested	8 yrs. of service	10 yrs. of service
Full Regular	Age 60 -8 years of svc.	Age 60-10 yrs. of Svc.
Full Early	Age 55 -25 yrs. of svc.	Age 55-30 yrs. of Svc.
Benefit Factor (Per year of service)	1.8%	1.5%

Evidence was submitted by the County denoting the difference in wages between State Probation Officer Supervisors and State Probation Officers compared with such difference as to the same classifications of County employees as follows: (County Exhibit #8)

	<u>1/1/77 RATE AT MAX.</u>	<u>Dollar Differential</u>	<u>% Differential Supervisor over Probation Officer</u>
STATE			
Supervisor	20,003		
Probation Officer	18,390		
		1,713	9.4
COUNTY			
Supervisor	19,780*		
Probation Officer	17,972		
		1,808	10.1

*Based on County position of 4% increase on 1/1/77.

It is apparent that the County would pay the subject bargaining unit .7% greater spread between Supervisors and Probation Officers than the State based on the alternative 4% and 1% offer in (b) above and an even greater spread based upon the 5% and 1% offer in (a) above.

Further evidence was submitted by the County denoting the difference in wages between State and County Probation Officers and State and County Probation Officer Supervisors as follows:

PROBATION OFFICER	<u>Rate at Max.</u>	<u>Dollar Differential</u>	<u>%Differential State over County</u>
STATE	18,290		
COUNTY	17,972*		
		318	1.8
SUPERVISOR			
STATE	20,003		
COUNTY	19,780**		
		223	1.1

*Rate as negotiated with Council 23, AFSCME.

**Based on 4% and full retroactivity.

It is further apparent that, based upon the County 4% and 1% offer for 1977, the spread between State and County Supervisors is \$223.00 greater for the State. However, it is to be noted that such State advantage disappears when the County salary is implemented by the greater longevity in the amount of \$219.00 per year and also when State COLA payments cease on October 1, 1977.

A further exhibit submitted by the County denotes in part the following result based upon the 4% offer: (County Exhibit #6)

SERVICE (10 years)	BASE	1 YEAR	2 YEAR	3 YEAR	4 YEAR
County*	19,395	19,983	20,571		
State**	16,645	17,685	18,723	19,741	20,801
County Advantage	2,750	2,298	1,848	830	(-230)

In addition, the spread between County Supervisors and Probation Officers has averaged 9.8% since 1971. (County Exhibit #7)

UNION POSITION

The Union argues that in 1973 the aforesaid spread was 16.3% and has declined to 11.1% in 1977. However, it is noted that the spread was only 4.2 and 3.5% in 1971 and 1972 respectively. Therefore, the writer is persuaded that the present differential is reasonable in the light of the entire past period.

The Union further asserts that theoretically the State Supervisor can reach \$20,003 in eight (8) years. (County Exhibit #3a) It takes a County Supervisor ten (10) years to reach \$19,779. But after ten (10) years, it is noted that the State Supervisor is left far behind by the County Supervisor. (County Exhibits #4, 5 and 6)

Although it is true that the Department supervised by the Bargaining Unit has increased since 1974, per the County from 25 to 30 employees and per the Union, to 46 employees, the increase is not significant in view of the increase in wages during the same period. It is noted that the Department also gained two (2) new Chiefs of Probation Services as added Supervisors since 1974.

It is also further noted that the work load of the bargaining unit has significantly increased in both Circuit and District Courts since 1973. (Union Exhibit #2) By the hereinafter set forth recommendation, the writer is taking into account such work increase.

The Union further points out that the Chief of Probation Field Services, who supervises the bargaining unit employees, was paid \$1,086 more than the bargaining unit in 1976. However, in 1977 he will be paid \$1,880 more due to a 9.8% raise in his salary. Therefore, the Union asserts that the spread between the bargaining unit and the Probation Officers, whom it supervises should increase accordingly instead of remaining at 11.1% from 1976 to 1977 based on the County's 5% and 1% offer not retroactive. In this connection, it should be noted that such \$1,880 spread amounts to 9.5% which is 1.6% less than the 11.1% spread between the bargaining unit and the Probation Officers it supervises.¹

Attempt was made by both parties to compare the subject County with Wayne, Ingham, Macomb and Washtenaw Counties. The writer is persuaded that such comparisons are not apt. The more appropriate comparison is with the State.

The Union further addressed the question of financial position of the County set forth in a news article. (Union Exhibit#5) Although the County acknowledges a 1.2 million dollar surplus, it is already committed to spend such surplus in the 1977 budget. In view

^{1/} The 9.5% is based upon the County's 4% offer for Supervisors at the second step-\$19,780 divided into \$1,880.

of the total \$65 million dollar budget, such a surplus only amounts to 1.8% of the budget and is not excessive given the increasing needs of the County.

CONCLUSION

As to retroactivity, the writer is not impressed with penalizing the Union for failure to settle the contract quickly. Which party has been less than reasonable in its negotiations is an unprofitable area to explore. Usually both parties are somewhat at fault. The fact is that the bargaining unit has performed its services since January 1, 1977 and is entitled to be paid for same at the increased rate. Other bargaining units in the County have received such retroactivity. Secondly, as to the wage increase, it appears from an examination of County Exhibits #4 and #6 that overall the County's 4% and 1% offer with retroactivity comes close to State wage levels. Further, County Exhibit #2 denotes that State Supervisors receive \$20,003 and County Supervisors receive \$19,780 (based on a projected 4% and 1% offer) if one plugs in the larger longevity payment of the County bargaining unit and offsets same with the State COLA payment in 1977 (ending October, 1977), the result will probably somewhat exceed the State level.

Examination of the County's alternative offers (a) and (b) above denotes that the difference is 2% in the year 1977, broken down as to 1% less on January 1, 1977 and deleting the 1% on July 1, 1977.

The Fact Finder is of the opinion that a fair settlement should be as follows:

January 1, 1977 4% (Retroactive to 1/1/77)

January 1, 1978 4%

July 1, 1978 3%

Additionally there should be incorporated in the contract two (2) yearly steps to maximum salary.



RICHARD L. KANNER, Fact Finder

Dated: May 26, 1977

RICHARD L. KANNER, P.C.

Law Offices

20840 SOUTHFIELD ROAD, SUITE 240

SOUTHFIELD, MICHIGAN 48075

(313) 569-5740

April 1, 1977

Mr. Thomas R. Eaton
Personnel Tech.
Courthouse Towers
1200 N. Telegraph Road
Pontiac, Michigan 48053

Mr. Byron E. DeLong
Council 23, AFSCME, AFL-CIO
Local 1917
24611 Greenfield Road
Southfield, Michigan 48075

Re: Oakland County Board of Commissioners and
Council 23, AFSCME, AFL-CIO, Local 1917
Case No: D76 C1050

Gentlemen:

May I suggest a pre-hearing meeting of all parties on
Tuesday, April 19, 1977 at 10:00 A.M.

I plan to discuss the issues in a med-arb session in
the hopes of settling the matter.

Please advise acceptability of the date and denote
place of hearing.

Yours very truly,



Richard L. Kanner
RLK/jgm

cc: Mr. Robert Pisarski, Director
Michigan Department of Labor