

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In Re: Saginaw County Board of Supervisors and Saginaw County
Juvenile Probationary Officers, Teamsters Local 486

FACT FINDING OPINION AND RECOMMENDATION

The undersigned, C. Keith Grotz, was appointed Fact Finding Hearings Officer by the Employment Relations Commission of the State of Michigan on August 26, 1969, under authority of Section 25 of Act 176 of Michigan Public Acts of 1939, as amended, to issue report and recommendations to the above listed parties with respect to specific matters in disagreement between them over the terms of an initial employment agreement covering juvenile probationary officers in Saginaw County.

A Fact Finding Hearing was held with the parties on September 15, 1969. Appearing for the County were:

William S. Bovil, Civil Counsel
Julius Sutto, Controller
Benjamin Marxer, Chairman of Finance
and Personnel Committee

Appearing for Probationary Officers were:

Marvin L. Pierce, Probationary Officer
Edward Murray, Business Agent

The petition filed for fact finding indicated a large number of areas still in dispute in the reaching of an initial contract between the parties. Informal conversations were held with the parties early in the hearing proceedings to determine just the nature of the issues in dispute. These conversations resulted in a narrowing of those issues on which the parties, by mutual agreement, wished fact finding. It was the opinion of the parties that other issues previously indicated in their petition were already settled between them or could be settled between them upon continuing bargaining, and that fact finding on those issues was unnecessary. As a consequence a number of issues were withdrawn from the fact finding proceedings.

I will first attempt to summarize the nature of these issues before proceeding to make my recommendations or indicate my inability to make recommendations on those areas.

Saginaw County Board of Supervisors

It should be indicated at this point in my report that the parties have between them some areas of dispute which are not appropriate for the fact finding process. These issues are of a legal nature, and should be processed through more appropriate procedures of the Employment Relations Commission. Recommendations will be made on some issues, on a contingency basis, so that after other processing has been exhausted, recommendations are available, if appropriate, to settle the dispute between the parties on the issues.

These recommendations are made with the full knowledge that this is an initial contract, and that the parties will be negotiating again on additional issues. It is urged that the parties give these recommendations their most serious and urgent consideration as the basis of settlement of their initial employment agreement.

Of the four issues still under dispute, because of questions of their legality or illegality of items to be negotiated, it is recommended that these particular issues be referred to the appropriate division of the Employment Relations Commission. Pending a decision by that division, these issues should be left out of the initial contract and subject to possible inclusion upon further negotiations.

RETROACTIVE PAY

The issue of retroactivity of the pay agreement is questioned on the grounds of its legality. The County presents, as its Exhibit 4, a quotation of the 1963 Constitution of the State of Michigan, Section 3, Article XI, Extra Compensation, from which the County concludes that retroactivity of a pay raise is unconstitutional under the Michigan State Constitution. This particular question is not within the area of concern of the Fact Finder, and should be referred to more appropriate persons. Since the parties were unwilling to argue the basis of retroactivity on its merits and simply argued on the basis of its legality or illegality, the Fact Finder on this issue has no evidence on which to make a recommendation. It is, therefore, recommended that the salary recommendation later in this report be affected immediately and continue in effect to January 1, 1971.

SENIORITY - ARBITRATION - AGENCY SHOP

The issues of Seniority, Arbitration of dismissals, and Agency Shop were all argued by the County on the basis that these were not appropriate items of negotiations since the County was not in a position of employer when it came to the length or condition of service. The County cites in County Exhibit 3 that the appropriate employer in matters of employment and continuance of employment as set out in Section 27.3178 (598.9) title Probationary Officers Section 9, is the Judge of Probate. Under this provision the County points out that the Judge of Probate is the agent of the State who is to appoint Probationary Officers, and the County

is to provide compensation. They also point out that under this section of the Michigan law the probationary officer shall hold office during the pleasure of the court, and shall report to the court. As in the issue of retroactive pay, the question is one of a legal nature and not within the provisions of fact finding. It is recommended that these issues be referred to the appropriate division of the Employment Relations Commission.

Should it be found that the County is the appropriate employer under the Public Employment Relations Act to negotiate the issue of Seniority, Arbitration of dismissals, and an Agency Shop, it is recommended that the initial contract between the parties be amended as follows:

SENIORITY

The section on Seniority in the initial contract should cover areas of vacation period selection, lay-off procedures, and similar issues having to do with the daily working conditions. The limit to be determined by negotiations between the parties, however, it is not my recommendation that such Seniority provision include job bidding procedures. The issue of job bidding was not within the Union's demands on the subject.

ARBITRATION

The parties have included in the grievance procedure of their tentative agreements the provision for arbitration of disputes arising out of matters of interpretation or application of the contents of the agreement. It is recommended that this clause be expanded to include also the arbitrability of dismissals. Such recommendation is made so that the employee may be guaranteed a review of dismissal actions which in his judgment are without just cause, or in which due process has not been followed.

AGENCY SHOP

The issue of Agency Shop as a provision of an initial contract should be deferred until the next contractual bargaining period. It would seem in the light of the many hours that have been spent and the numerous issues that are still unsettled, that the issue of Agency Shop would best be deferred for a more lengthy discussion and possible inclusion under the provisions of a subsequent agreement.

SALARY SCHEDULE

On the issue of the appropriate salary to be paid Juvenile Probationary Officers in Saginaw County, there is much conflicting evidence. Both the Exhibits presented by the Union and those presented by the County have made it necessary for this fact finder to collect further data from comparable Michigan Counties. It should be stated that such study is at best confusing, and that having had the advantage of the documents presented by both the Union and the County was helpful, if not adequate.

The Union continues in its demand that all Juvenile Probationary Officers be paid \$12,000 annually. They present for evidence, however, a study which indicates an average salary of \$9,371 in comparable Michigan Counties.

The County continues to offer an increase of 5% across the board each year of a two year contract. At the same time admitting to a 7½% increase for all other employers in the County effective January 1, 1970. Further, the County acting unilaterally set new classification standards affecting members of the unit during the course of negotiations and now wishes to maintain the grade discrepancy between degree and non-degree officers.

Since the basic question on the salary schedule seems to revolve around the issue of non-degree versus degree Juvenile Probationary Officers, it is to be found in my recommendation a schedule which would consolidate all Juvenile Probationary Officers into one schedule. The rationale for such an inclusion is on the basis that whether degree or non-degree, the work performed is the same. I can find no fault with the County's decision to increase beyond the minimum employment requirements as set down by the State of Michigan (Union Exhibit 2) for the hiring of Juvenile Probationary Officers. However, it is questionable that the pay of such individuals in the Union situation should be unilaterally determined on the assumption that both parties are striving for the highest possible qualification of Probationary Officers for the Saginaw County.

It will be recommended that a salary schedule show a progression from non-degree through Bachelor and Master Degree status. Years of service will continue to be used to reach the higher levels of the salary schedule. It will further be recommended that non-degree persons reach the top level of the salary schedule after ten years of service and that the degree person reach the top of the schedule after 15 years of service and service credit. It should be pointed out that a discrepancy of five years, in effect, has little to do with the length of service for the County since a Masters Degree person would start on the five year scale and consequently reach the 15 year scale in the same ten years as the non-degree person. There is little to be said for the present scale which requires 40 years of service to reach the top.

It is hoped, further, that the non-degree persons would continue to advance their education so that they would obtain degree status. Therefore, it is recommended that a provision be provided that when a non-degree person receives full degree status, at that point they be moved to a full degree and experience credit on the salary schedule as if they had started the schedule with the degree.

I find it necessary to point out to the parties that having studied both of their reports on the wage matter that neither report was as accurate as would have been desired. It is recommended that in future bargaining the parties make an attempt, either through a joint study or through separate studies, to prepare themselves to come to the bargaining table with data of a comparable nature and

not with the wide discrepancies found in this instance. A continued maturing of relationship between the parties, it is hoped, will produce a relationship which will result in a more productive utilization of time for the researching of comparable wage scales.

RECOMMENDATION

NON-DEGREE STARTING WAGE	1 YEAR EXPERIENCE	2 YEARS EXPERIENCE	STARTING BA OR 3 YEARS EXPERIENCE
\$7,200	\$7,600	\$7,900	\$8,350
STARTING MA OR 5 YEARS EXPERIENCE	10 YEARS EXPERIENCE	15 YEARS EXPERIENCE	
\$9,450	\$10,500	\$12,100	

Should the parties desire any additional internal steps it is left to them to negotiate these. It is the recommendation that the number of steps to the top not be increased beyond the fifteenth year. And, if possible, the longevity steps as in the past should be included for the in-between years. However, the amount for longevity was not requested of the fact finder, and should be negotiated between the parties for inclusion into the contract.

CONCLUSION

The County representatives and the representatives of the Juvenile Probationary Officers for Saginaw County have spent many, many hours in search of this first agreement. It is hoped that the issues withdrawn from the fact finding and being negotiated between the parties will not prove an obstacle to the completion of this initial agreement. I would hope that the parties understand that this agreement shall be the foundation for a continuing relationship between them and that not all matters can be inclusive in an initial agreement. The recommendations contained in this report are believed to provide a reasonable and fair basis for the settlement of these issues. The fact finder urges both parties to give them their most serious consideration so that further delay in their implementation can be avoided. It is further urged that the parties acting individually or in concert, immediately submit those matters needing further interpretation to the Employment Relations Commission.



C. Keith Grotz

DATE September 30, 1969