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**MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION**

COUNTY OF GRAND TRAVERSE,

Employer,

- and -

POLICE OFFICERS ASSOCIATION
OF MICHIGAN,

Union.

Arising pursuant to Act 312, Public Acts
of 1969, as amended

Case No. L00 H-9018

Arbitrator: Thomas J. Barnes

APPEARANCES

For the Employer:

Thomas G. Kienbaum

For the Union:

Patrick J. Spidell

OPINION

As a result of the parties' efforts in reaching agreement on most of their issues, the Arbitrator is called upon to address one singular issue, i.e., the wage rates to be in effect for the third year (beginning January 1, 2003) and the fourth year of the contract (beginning January 1, 2004).

The parties are agreed that the first year of the contract will represent a wage increase of 2.5% and the second year 3.5%. The parties are in further agreement that the third year of the contract will represent a 2.5% increase and the fourth year a 3% increase. However, the Union has proposed in the third year of the contract that a fifth year step be added to the present four-year deputy wage schedule and that in the fourth year of the contract a sixth year step be added. Those steps represent 2% increases over and above the existing top fourth year step.

Based upon all of the evidence submitted, the Arbitrator has decided that the Employer's final offer should be adopted for the reasons outlined below.

The comparables the parties have agreed upon (Antrim, Benzie, Kalkaska, Leelanau, Manistee, Missaukee, and Wexford Counties) have historically provided a basis for comparison. For the year 2000, the top deputy rate for Grand Traverse County was approximately 12% above the average of the other comparables top rates. For 2001, the rate is similarly about 12% above the average for the comparable counties. For 2002, with the Employer and Union offer being identical at 3.5%, the percentage above the comparables is approximately 12.7%.

For 2003, using the Employer offer of a top rate at four years of a 2.5% increase, the percentage above the comparables for which there are negotiated rates is 11.6% (\$39,852 vs. \$35,714). Using the Employer's offer of a top fourth year step with a 3% increase for 2004 results in a salary for Grand Traverse deputies of \$41,038. The only other comparables available for that year are Manistee at \$38,043 and Wexford at \$38,047. That puts Grand Traverse still approximately \$3,000 ahead of those two Counties. The Union's final offer for 2004 of \$42,702 would, in my opinion, be unreasonably high relative to the comparables. Admittedly that would be 12% above the Manistee and Wexford rates, which as can be seen from the above has been somewhat of a benchmark. However, just having two comparables out of seven is really an insufficient database to conclude that is where the average of the other comparables will wind up. However, I suggest the County keep this in mind for future negotiations because the percentage Grand Traverse is above just these two comparables falls from the 12% benchmark to 7.8%.

The Union has submitted some evidence that for all classifications other than sergeants and deputies, the County wage scales include a fifth year and sixth year which, according to the Union's brief, each add an additional 4.5% onto the fourth year step. The record is not sufficient to be able to assess why those additional years were added to the other County classifications or

what might have gone into that reclassification. Without knowing that, and without knowing why the deputies would likewise be considered for a fifth and sixth year salary step, it is hazardous for me to conclude that the internal comparable is sufficient without more to justify the same consideration for the deputies.

The record is further not clear with respect to how many steps are contained in the other seven comparable Counties' wage schedules for deputies. There was one notation (Employer Exhibit 2) that apparently Benzie County in 2001 added a fifth year step. In any event, regardless of how many steps the comparables have, the fact remains that with the Employer's offer, Grand Traverse is very competitive and above all of the other comparables.

The Employer's offer more than keeps Grand Traverse County ahead of all of the comparables. For example, for this year, 2003, using the highest of all of the comparables (Leelanau County), Grand Traverse with its 2.5% increase and four year step is still nearly \$1,700 higher on the wage schedule without considering benefits, where the parties have generally acknowledged that Grand Traverse also leads the pack.

Adoption of the Employer's last best offer will place the top deputy \$1.33 per hour below the dispatcher supervisor (\$21.06) and 77¢ per hour higher than the dispatcher (\$18.96). To adopt the Union's proposal would place the deputies at \$20.53 per hour in 2004, a mere 50¢ per hour below the supervisor dispatcher which, in my judgment, is too narrow a gap.

The addition of salary steps for all other County employees, many of whom are unionized, does create an issue for the future that the parties will need to wrestle with. Two years have already gone by under the current agreement in front of this panel and the parties will be in negotiations next year for an agreement starting in 2005 – more than sufficient time for them to carefully consider any additional steps to the deputy salaries. There may be many


factors that played into the County's reclassification which resulted in fifth and sixth year steps for their employees and not for the deputies. However, many of the other bargaining units are presumably lower paid and less critical than the deputy unit. There is Teamster General, Teamster District Court, Teamster Health Department, TPOAM Records, as well as non-organized employees. At least to my untrained eye at this point, I question why there would not be additional steps accorded the deputies in order to provide internal parity with all employees, organized and non-organized. The fact remains, however, that the Employer's final offer continues to place the deputies at the top of all the comparables and I leave to next year's negotiations the subject of additional steps which, in view of the parties' past history of good relations, has a good likelihood of being successfully addressed.

Finally, the wage offer will be given effect on the dates indicated. In accordance with the long past history of the parties, employees who are not presently in the bargaining unit as of the date hereof are not eligible for any retroactive pay or benefits.

Incorporated herein are all the provisions of the parties' previous agreement that have not been altered through negotiations as well as the tentative agreements reached in negotiations on all issues that did not come before this panel.

Date:

1/7/2003


Thomas J. Barnes, Act 312 Arbitrator

FOR THE UNION

FOR THE EMPLOYER

Patrick J. Spidell
(Concurring)

(Dissenting)

Thomas G. Kienbaum
(Concurring) (Dissenting)

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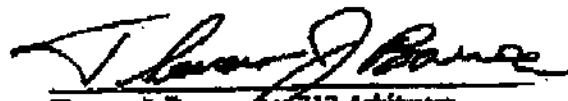
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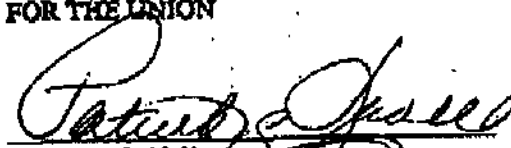
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(Concurring)


(Dissenting)

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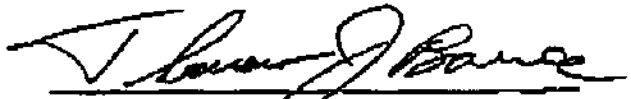
Thomas G. Kleinbaum
(Concurring) (Dissenting)

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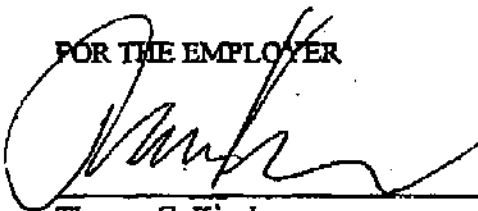
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Thomas J. Barnes Act 312 Arbitrator

FOR THE UNION

Patrick J. Spidell
(Concurring)

(Dissenting)

FOR THE EMPLOYER


Thomas G. Kienbaum
(Concurring)~~(Dissenting)~~