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### ARBITRATION OPINION AND AWARD

In the matter of the arbitration between:

COMMISSIONERS OF SAGINAW COUNTY

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN (Central Dispatch Supervisors)

Case No.: MERC L87 K-781

### Arbitration Panel:

Keith Groty, Chairperson William Birdseye, Union Representative Peter C. Jensen, Employer Representative

## Appearances:

## **Employer**

Peter C. Jensen, Employer Representative Douglas Winnie, Labor Relations Specialists Kenneth Ruonazaara, Director Central Dispatch

### Association

William Birdseye, Advocate Delegate Ann Maurer, Labor Economist Stephen Todd, Civilian Supervisor Central Dispatch

Pre-Hearing Conference: September 8, 1988

Hearing Held: October 31, 1988

Time: 11:20 a.m.

Place: Lansing Michigan

## Statement of the Issue

What should be the settlement of the wage reopener for the period beginning January 1, 1988 through December 31, 1988.

## Final Offers of the Parties

#### Association

The Association, in its letter of November 8, 1988, proposes that effective January 1, 1988 the wages be increased by 3.5% across the board and that effective July 1, 1988 the wages be increased by 3.35% across the board.

## Employer

In a letter dated December 23, 1988, the Employer reaffirms that its last offer submitted prior to the hearing has not changed and remains a 2% increase, effective January 1, 1988, and an additional 2% on July 1, 1988.

## Findings and Award

The Association argues that work of the dispatch supervisor and dispatcher within Saginaw County should be compared with the State of Michigan Communication's Clerk and Supervisor when determining the public sector comparables. The Employer argues that the Association has failed to make appropriate comparisons since other county central dispatch supervisors have not been included. It is argues that the appropriate comparables would be other counties, such an Ingham, Muskegon, Jackson and Calhoun.

In addition to its greater reliance upon county comparisons, rather than State Police dispatchers, the Employer also argues that with the lost of revenue sharing and other generally unfavorable economic

conditions, they must "hold the line" with all employee units. The Employer projected a deficit budgetary position as early as 1990.

The overall raise history of this bargaining unit in comparison with the other bargaining units within the County shows a clear tandem relationship has been established across all of the units in the recent years. While this relationship should not serve to deter effective collective bargaining between the parties, it does serve as a guide to issues of equity.

Finally, the final offer of the Employer is closer to the cost of living increase during 1988. The Employer's offer has an effective yield of approximately 3.1% against a cost of living increase of approximately 3.9%. The Association's offer would be in excess of 5% for the same period. In addition, by having two increases within the same calendar year, both offers have the effect of raising the base wage by more than the actual cost for the calendar year. In this regard, the Employer's offer of 2% plus 2% comes much closer in raising the base wage in line with the cost of living than does the Association's offer.

# Award

Based on the offerings of proof by the County and the Association, and in line with the criteria set forth in Act 312 of the Public Acts of 1969, it is the decision of the arbitration panel majority to award the Employer's last offer of a 2% increase, effective January 1, 1988, and an additional 2% increase effective July 1, 1988.

Assenting

Dissenting

Peter C/ Jensen, Employer

Representative

William Birdseye, Association

Representative

February 28, 1989

conditions, they must "hold the line" with all employee units. The Employer projected a deficit budgetary position as early as 1990.

The overall raise history of this bargaining unit in comparison with the other bargaining units within the County shows a clear tandem relationship has been established across all of the units in the recent years. While this relationship should not serve to deter effective collective bargaining between the parties, it does serve as a guide to issues of equity.

Finally, the final offer of the Employer is closer to the cost of living increase during 1988. The Employer's offer has an effective yield of approximately 3.1% against a cost of living increase of approximately 3.9%. The Association's offer would be in excess of 5% for the same period. In addition, by having two increases within the same calendar year, both offers have the effect of raising the base wage by more than the actual cost for the calendar year. In this regard, the Employer's offer of 2% plus 2% comes much closer in raising the base wage in line with the cost of living than does the Association's offer.

## <u>Award</u>

Based on the offerings of proof by the County and the Association, and in line with the criteria set forth in Act 312 of the Public Acts of 1969, it is the decision of the arbitration panel majority to award the Employer's last offer of a 2% increase, effective January 1, 1988, and an additional 2% increase effective July 1, 1988.

Assenting

C. Keith Groty, Chairman

Dissenting

William Birdseye, Association Representative

Peter C. Jensen, Employer Representative

February 28, 1989