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STATE OF MICHIGAN

STATUTORY LABOR ARBITRATION PANEL

(Pursuant to Act 312, P.A. 1969, as amended)

In the Matter of the Arbitration Between:

COUNTY OF GOGEBIC

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

OPINION AND AWARD

Chairman of Arbitration Panel: Barry C. Brown

County's Delegate: Anders B. Tingstad

Union's Delegate: William Birdseye

Representing County: Rick A. Minkin

Representing Union: Fred Timpner

Pre Hearing Conference: February 20, 1981 (By Telephone)

Hearing Held: March 2, 1981 at the Municipal Building
in St. Ignace, Michigan

Last Best Offers Received: March 11, 1981

Briefs Received: March 29, 1981

Executive Meeting of the Arbitration Panel: April 10, 1981
by Telephone

Opinion and Award Issued:

Arbitration, County of

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I. STATEMENT OF THE CASE:

This matter came on for hearing before a panel of arbitration appointed pursuant to the terms of Act 312 (P.A. 1969 as amended) for the purpose of hearing and deciding unresolved issues in a new contract dispute between the parties shown above. Pursuant to the statute, Barry C. Brown was appointed by the Acting Director of the Michigan Employment Relations Commission to serve as chairman of the arbitration panel. The County designated its Prosecuting Attorney, Anders Tingstad, Jr., as its delegate to the panel. The Police Officers Association of Michigan (POAM) designated its Treasurer, William Birdseye as its delegate to the panel. So constituted, the panel conducted a hearing on March 2, 1981 in the Municipal Building at St. Ignace, Michigan. During this hearing, testimony was taken from several witnesses, and several exhibits were presented by the parties as documentary evidence. The parties stipulated and the panel agreed that the following issues were economic and, therefore, subject to the last best offer provision of Section 8 of the Act:

1. Salary
2. Cost of Living Allowance
3. Hours of Work
4. Vacations
5. Retroactivity

The parties also stipulated and the panel concurred that there were no non-economic issues before the panel within the meaning of Act 312.

On March 9, 1981, the parties mailed their list of last best

offers to the Chairman of the Arbitration Panel who in turn forwarded them to opposing counsel and the other panel members. Subsequently, on March 27, 1981, the parties mailed their briefs to the chairman who forwarded them as before. On April 10, 1981, the panel had an executive session by way of a conference telephone call to consider the evidence and arguments in support of the last best offers of the parties on each of the issues. It should be understood that the panel members representing the County and the POAM disagreed with certain of the findings and awards set forth hereinafter. Each generally supported the last best offers of the party by whom he was appointed to the panel. Accordingly, the signature of either of the partisan panel members at the conclusion of this Opinion and Award does not represent a concurrence in each and every element of the final Award but does constitute a recognition that there exists a majority vote in support of each item contained in the final Award.

II. BACKGROUND:

The County and the POAM were signatory to a Collective Bargaining Agreement with an expiration date of December 31, 1978. The parties commenced negotiations for a new contract in 1978 and 1979. Several bargaining sessions were fruitless and the Union requested mediation in late 1979. Mediation sessions were held on February 28, 1980 and March 6, 1980. Subsequently, on March 13, 1980, a demand was made for interest arbitration under Act 312. The parties have mutually agreed to waive the time limit requirements of the Act. On October 20, 1980, the Michigan Employment Relations Commission appointed Barry C. Brown to serve as the neutral chairman of the arbitration panel, and the

respective parties appointed partisan members to the panel. No issue with respect to the proper appointment or constitution or arbitration panel was raised during the course of these proceedings. Neither was any question raised about the arbitrability of the matters herein discussed by either the County or the POAM.

III. LAST BEST OFFERS:

Subsequent to the evidentiary hearings, the parties exchanged last best offers and briefs through the panel's chairman. For convenience, the issues are set forth in numerical order, with a recitation of the provisions, if any, in the old contract followed by the County's last best offer and the POAM's final position.

ISSUE 1. Salary

A. Current Provisions: Appendix "B"

<u>Grade</u>	<u>Start</u>	<u>6 mon.</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>10</u>	<u>15</u>	<u>20</u>
18	9940	10189	10438	10936	11434	11683	11932	12181	12430
19	19131	10384	10637	11143	11649	11902	12155	12408	12661
20	10296	10553	10810	11324	11838	12095	12352	12609	12866

B. County's Last Best Offer:

1/1/79 - \$.20 per hour wage increase

1/1/80 - \$.15

1/1/81 - \$.15

(no specific proposal was made for the para-professionals)

III. Union's Final Position:

FINAL OFFER OF SETTLEMENT:

Across the board, cents per hour, increase for
classifications 18, 19, 20.

January 1, 1979	-	\$.30 per hour
July 1, 1979	-	\$.10 per hour
January 1, 1980	-	\$.25 per hour
January 1, 1981	-	\$.25 per hour

All wage adjustments to be retroactive to January 1, 1979

Effect of Union's Final Offer of Settlement:

January 1, 1979 (Includes \$.23 COLA since July 1, 1977)

<u>Grade</u>	<u>Start</u>	<u>6 mo</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
18	4.45	4.56	4.67	4.89	5.11
19	4.52	4.63	4.75	4.97	5.20
20	4.58	4.69	4.81	5.05	5.27

July 1, 1979 (Includes \$.25 COLA roll in and \$.10 per hour
across the board)

<u>Grade</u>	<u>Start</u>	<u>6 mo</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
18	4.80	4.91	5.02	5.24	5.46
19	4.87	4.98	5.10	5.32	5.55
20	4.93	5.04	5.16	5.40	5.62

January 1, 1980 (\$.25 across the board)

<u>Grade</u>	<u>Start</u>	<u>6 mo</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
18	5.05	5.16	5.27	5.49	5.71
19	5.12	5.23	5.35	5.57	5.80
20	5.18	5.29	5.41	5.65	5.87

July 1, 1980 (Reflects \$.25 COLA roll in)

<u>Grade</u>	<u>Start</u>	<u>6 mo</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
18	5.30	5.41	5.52	5.74	5.96
19	5.37	5.48	5.60	5.82	6.05
20	5.43	5.54	5.66	5.90	6.12

January 1, 1981 (\$.25 per hour across the board)

<u>Grade</u>	<u>Start</u>	<u>6 mo</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
18	5.55	5.66	5.77	5.99	6.32
19	5.62	5.73	5.85	6.07	6.30
20	5.68	5.79	5.91	6.15	6.37

It is the Union's intention to leave the present longevity provision in place whereby employees' base wages are adjusted by 2-1/2% (over three year rate) at five, ten, fifteen and twenty years of service.

B. PARA-PROFESSIONALS

PRESENT:

Effective January 1, 1980: \$4.00 per hour flat rate.

PROPOSED:

January 1, 1980	-	\$.30 per hour
January 1, 1981	-	\$.30 per hour

FINAL OFFER OF SETTLEMENT:

January 1, 1980	-	\$.25 per hour
January 1, 1981	-	\$.25 per hour

Para-Professional wages to be retroactive to January 1, 1980.

ISSUE 2 - Cost of Living Allowance

The employer had originally proposed a change in the COLA provision but in their final offer, they withdrew any proposed change. The union had no changes proposed for COLA. Therefore, there is no longer an impasse on this issue.

ISSUE 3 - Hours of Work

1) Current Provision:

XIX. Working Hours

The Sheriff Department shall work a forty eight hour work week as provided by their work schedule.

A. Employees will be guaranteed a regular shift. Any hours worked other than the regular shift will be paid in overtime at time and one half the regular hourly rate.

B. Straighttime will be allowed for any overtime hours involved for in-service training sessions and schools.

C. A regular shift shall not exceed eight hours per day for the sheriff department.

D. Full time employees shall work a forty-eight hour week.

E. Holiday pay will be compensated to those employees who actually work the said holiday.

2) County's last best offer:

7/1/80 - 44 hours

7/1/81 - remain at 44 hours

3) Union's final position:

XIX. Working Hours

The Sheriff Department shall work a forty hour work week as provided by their work schedule.

A. Employees will be guaranteed a regular shift. Any hours worked other than the regular shift will be paid in overtime at time and one half the regular hourly rate.

- B. Straight time will be allowed for any overtime hours involved for in-service training sessions and schools.
- C. A regular shift shall not exceed eight hours per day for the sheriff department.
- D. Full time employees shall work a forty hour week.
- E. If an employee is scheduled off on a holiday, he shall receive eight (8) hours straight time pay. If the employee works the holiday, he shall receive eight (8) hours pay at time and one half in addition to the straight time holiday pay.

Union's Final Offer of Settlement to be effective July 1, 1981.

Granting the Union's Final Offer of Settlement on the Hours of Work Issue will necessitate the following changes (underlined) located elsewhere in the contract:

V. Definition of Terms Used in this Agreement.

Employer	shall mean the Gogebic County Board of Commissioners.
Employees	shall mean the entire work force of the Gogebic County Sheriff Department as outlined in this agreement.
Union	shall mean the Gogebic County Deputies Assn.
Seniority	shall mean the length of service with the county from the date of hire, regardless of the department in which the service was performed. (Sheriff Department).
Probation	shall mean the service time which is required to establish qualifications for permanent employment as per the terms set forth in this agreement.
Layoff	shall mean a reduction of the work force due to the decrease in work or funding.
Full time	shall mean employees hired to work a <u>forty</u> hour work week.
Part time	shall mean those hired to work less than <u>forty</u> hours per week.
Temporary	shall mean those hired on less than a full time basis for a specific period of time including summer replacement hires, generally not to exceed a period of 90 days.

ISSUE 4. - Vacation Eligibility

1) Current Provision:

XXI - Vacation Eligibility

Employees will be entitled to paid vacations as follows:

- A. For one year of service, they shall receive one weeks vacation.
- B. For two years of service, they shall receive two weeks vacation.
- C. For seven years of service, they shall receive three weeks vacation.
- D. For fifteen years of service, they shall receive four weeks vacation plus one day for each year after.

2) County's Last Best Offer:

<u>Years of Service</u>	<u>Vacation Days</u>
one year	6
two years	12
seven years	18
fifteen years	24

An employee shall receive an additional day of vacation for each year of completed service above and beyond the previously mentioned fifteen years to a maximum of thirty days.

3) The Union's Final Position:

XXI. - Vacation Eligibility

Employees will be entitled to paid vacations as follows:

- A. For one year service, they shall receive one weeks vacation.
- B. For two years of service, they shall receive two weeks vacation.
- C. For seven years of service, they shall receive three weeks of vacation plus one day for each year thereafter up to a maximum of four weeks at twelve years of service.
- D. For fifteen years of service, they shall receive four weeks vacation plus one day for each year after.

Vacation Eligibility to be effective January 1, 1981.

ISSUE 5 - Retroactivity

1) Present Provision:

The contract expired on December 31, 1978. The base wage has not been increased since the contract expiration. The employees in the unit have worked on a 48 hour work week since the contract expiration. The eligibility for vacation payments has been unchanged since the contract expiration.

2) The employer's final position:

No retroactivity on these benefits.

3) The Union's final position:

Wages would be retroactive to the date of expiration of the former agreement. The new work week of 40 hours would become effective 7/1/81. The new vacation eligibility schedule would become effective 1/1/81.

IV. FINDINGS AND CONCLUSIONS

The following opinions and orders have taken into consideration each of the factors enumerated in Section 9 of Act 312. The lawful authority of the employer is not a significant consideration in this case and it was not raised or discussed by either party in the hearing. In all respects, the POAM's demands do not appear to exceed the authority of the County to grant. Section 9c of the Act speaks of the financial ability of the unit of government to meet additional costs. The ability of Gogebic County to pay the demands of the POAM is not a basic factor in this dispute in that the County could meet these various demands without being put in a deficit position at this time. There, of course, is the question of proper governmental priorities, and the County obviously may exercise its discretion to expend certain sums on areas other than the personnel costs for police officers in this bargaining unit. The fact that there is a court order requiring that the County maintain an adequate work force in the Sheriff's

Department is not directly affected by this decision as no demands have been made to reduce the level of police protection, but rather, the compensation and working conditions of the unit members is herein involved.

The Act also requires that the panel consider a comparison of the employees involved in this case with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in comparable communities and in private employment in comparable communities. The County, which has a population of approximately twenty thousand (20,000), seeks to compare its offers to employment in the counties of Crawford, Iron and Montmorency. The POAM would use all of the counties in the upper Peninsula of Michigan as relative comparables based upon their geographic proximity to Gogebic County. The County used only one neighboring county, Iron, and used two Lower Peninsula counties because their population was less than 25,000 and their state equalized property values were about the same. POAM used a survey with a broader base showing comparisons of counties' varying sizes and differing levels of state equalized valuations (S.E.V.). The panel has reviewed the record and it concludes that because of the relevant similarities in population and sufficient equivalency in S.E.V., the geographic proximity and the comparable level of county services offered to the community, the counties of Iron, Ontonagon, Dickinson, Baraga, Houghton and Menominee will be used for comparisons. By excluding the large counties of Marquette and Delta and the smaller or distant east or lower peninsula counties, the comparison is fair. This is in accord with the determinations of the other Act 312 panels assigned to con-

sider contract disputes in the upper peninsula. The population of Menominee, Ontonagon, Dickenson and Iron are all less than 25,000 in 1981 and though Houghton is large, Baraga is much smaller. So the total group is close to Gogebic County and as a composite, they are very similar in population. While there is great variance in the S.E.V. for these counties, their service level also varies as does the size of their Sheriff's Department. The union's use of proximity, comparable land area size, motor vehicle registrations and per capita personal incomes by county also supports the list of comparables above.

Finally, the panel has taken into account the stipulation of the parties, the interest and welfare of the public, the average consumer prices for goods and the overall compensation presently received by the police officers in Gogebic County. These and other facts normally considered in determining collective bargaining agreement provisions have been the basis of the following findings, opinions and orders:

ISSUE 1. Wages

The parties are in agreement on a three (3) year contract commencing on January 1, 1979 and ending on December 31, 1982. In its last best offer, the County proposes increases of \$.20 per hour on 1/1/79 and \$.15 per hour on 1/1/80 and 1/1/81 for a total of \$.40 per hour. This proposal must be considered as an alternative to the County's position opposing retroactivity. The Union seeks an increase of \$.30 per hour on 1/1/79 and \$.10 per hour on 7/1/79 with an additional \$.25 per hour on 1/1/80 and 1/1/81. The Union also proposed a \$.25 per hour wage increase for the para-professionals on 1/1/80

and 1/1/81. While the employer did not specifically set out the rates for the para-professionals, it is concluded by the panel that their offer of \$.15 per hour on 1/1/80 and 1/1/81 was for all employees in the bargaining unit, including the para-professionals. The employer notes that the unit employees have already received their 1979 and 1980 COLA wage increases which were about a 7% increase in each year.

The cost of living has clearly risen in the recent past. The Union showed that from January 1, 1979, the Consumer Price Index (1967, Detroit) has risen at a rate of excess of 12%. Thus, they argue that merely to keep pace with inflation and to assure the police officers the same real wages in 1979-80 and 81 they enjoyed in 1978, a wage increase such as they have proposed would be required. The employer showed, however, that the actual in-pocket annual wages paid to the 8 police officers in the unit has increased from 50% to 116% in the period from 1972 to 1979 (including overtime payments). Further, they argued persuasively that health insurance costs and certain other factors used in the Consumer Price Index have not affected the real wages of the police officers because they are not applicable here or they are absorbed by the employer. The comparison of the Consumer Price Index to wages must include income received from all sources to be meaningful. The employer has granted increased benefits for funeral leave days and paid holidays under the new contract. Employees have received and they will continue to receive COLA wage increases, shift differentials and other benefits. The Gogebic County deputy sheriffs have superior COLA benefits than do their counterparts in comparable counties. Further, there have been and there will be substantial overtime pay opportunities for members of this bargaining unit.

However, in toto, the POAM has shown that their members in Gogebic County have not kept pace with either the cost of living inflationary increases or with employees similarly classified in comparable counties. The panel accepts the Union's approach to arrive at a 40 hour work week salary for the employees in this bargaining unit. A pro-rata rate was necessary for comparisons because these employees have been paid on a 48 hour basis over the period since the prior contract term. The following summary by the union (with a somewhat larger comparable base) seems to best summarize the situation:

	Ave. All Counties Excluding Gogebic		Avg. All Counties Excluding Gogebic, Marquette, Keeweenaw		Union's Final Offer of Settlement*	Calendar Year Average
	W/Out COLA	With COLA	W/Out COLA	With COLA		
1/1/79	\$5.65	\$5.69	\$5.56	\$5.57	\$5.27	
7/1/79	\$5.65	\$5.69	\$5.56	\$5.57	\$5.62	\$5.45
1/1/80	\$6.06	\$6.09	\$5.93	\$5.96	\$5.87	
7/1/80	\$6.06	\$6.09	\$5.93	\$5.96	\$6.12	\$6.00
1/1/81	\$7.29	\$7.33	\$6.76	\$6.76	\$6.37	
7/1/81	\$7.29	\$7.33	\$6.76	\$6.76	\$6.62	\$6.50

*Union's Final Offer of Settlement for Gogebic includes \$.25 per hour COLA on July 1 each year since this issue is not in dispute.

The employer's comparisons to other employees of the County did not fully reflect that those employees have a 35 hour work week. Further, those jobs do not have working conditions that are comparable to those of the deputy sheriffs. Also, the panel does not have the

authority to determine the definition or scope of the bargaining unit. However, presuming the para-professionals are in the unit, the Union's proposal seems appropriate for this new classification which came into existence on January 1, 1980.

The following salary comparison is adopted from portions of the Union exhibit number eight as most relevant to this report:

COMPARISON OF DEPUTY SHERIFF SALARIES

<u>Comparable County</u>	<u>1/1/79</u>	<u>1/1/80</u>	<u>1/1/81</u>
Houghton	12,272	N/A	13,978
Menominee	12,521	13,523	Expired
Dickinson	11,781	12,723	
Gogebic	10,338 (7/1/78)	10,858 (7/1/79)	11,378 (7/1/80)
Iron	9,381	10,046	Expired
Ontonagon	12,563 (6/1/79)	12,563	Expired
Baraga	11,515	12,436	N/A

Based upon all of the facts and reasoning presented above, the Union's final position seems the most in conformity with the statutory criteria.

A W A R D: The Union's final position on wages is adopted.

Birdseye - Concurs ✓ Dissents

Tingstad - Concurs Dissents X

ISSUE 2. COLA

This issue is no longer in dispute and the parties have agreed that it will continue unchanged in the new contract.

ISSUE 3 - Hours of Work

The hours of work for the deputy sheriffs in comparable counties are as follows:

Houghton	<u>Article 29, page 11.</u> The scheduled work week may not be uniform but shall average forty (40) hours per week.
Menominee	<u>Article 8, page 5.</u> Standard week shall be five days and forty hours.
Dickinson	<u>Sheriff's Department Employee Rules and Regulations, paragraph 6.</u> Deputies and Matrons shall work a regular forty (40) hour week.
Iron	<u>Article 31, page 6.</u> Employees shall be guaranteed an eight (8) hour shift.
Ontonagon	<u>Article 32, page 16.</u> The regular work day shall be eight (8) hours, and the regular work week shall be forty (40) hours.
Baraga	<u>Summary dated January 15, 1980.</u> All hours over eight (8) in one day or forty (40) in one week shall be paid at time and one half.

Also, it was not shown that the employees of any other upper peninsula county sheriffs' department worked more than 40 hours. Further, the Gogebic County courthouse employees work a 35 hour work week and all other county employees work only a 40 hour work week. Thus, based on all comparable groups of employees, the standard work week should also be 40 hours for the members of the POAM bargaining unit.

The employer said that a change in the work week would be most difficult for the department because of an order of the Circuit Court in 1979 which prohibited the county's Board of Commissioners from

reducing the number of deputy sheriffs to less than ten. The employer said that that decision was predicated on the department's present 48 hour work week. The department also said that it currently employs 13 police officers because it has sub-contracted their services to several local communities or state agencies and those contracts will be jeopardized by the additional overtime cost which would be experienced with a 40 hour work week.

The County also said that the reduction in the work week would result in the loss of hours equivalent to the loss of two full time positions. The County said that the contracting agencies and communities could balk at the higher costs under this new contract and they could cancel their relationship with the Sheriff's Department causing further layoffs. The Circuit Court could then find that the County has not met the terms of its judgment. The employer has indicated that it would agree to a 44 hour work week effective on July 1, 1980 in an effort to compromise on this point.

The Union has argued that the Court has not ordered a 48 hour work week be continued but rather, has indicated only that a minimum level of deputies are needed for the Sheriff to satisfy his statutory duties. Further, the Union has said that if a 40 hour work week were instituted, the department could exercise its discretion to either reduce certain contracted services, hire more deputies or pay overtime rates if more than 40 hours of work is required. The Union also noted that the sub-contracting communities and agencies must expect that costs for the services they receive will increase and it is unlikely that they will cancel their contracts with the Sheriff's Department

because of such increased costs. The Union has said that because time must be allowed for these new contracts with the communities and agencies to be negotiated, they have delayed their requested implementation of the 40 hour work week until July 1, 1981.

The panel is mindful that the pay raise it has determined in issue number one has already added a significant cost to the County for this collective bargaining agreement. Further, a compromise step to 44 hours from the present 48 hours work week on July 1, 1981 would seem a more fair proposal with a lesser cost impact on the County. However, the panel cannot modify or alter a party's last best offer. The County has proposed a 44 hour work week effective on July 1, 1980. The impact of that proposal would be to give all members of the bargaining unit four hours of overtime pay for all weeks in which they worked the current normal work week of 48 hours from 7/1/80 to date. The cost of this proposal as it is presented would be very great. The panel therefore must adopt the Union's last best offer because the implementation date is the most practical and in the long run, it may be less costly.

A W A R D: The Union's last best offer on hours of work is adopted.

Birdseye - Concurs ✓ Dissents

Tingstad - Concurs Dissents X

ISSUE 4. Vacation Eligibility

The employees in comparable counties have the following vacation eligibility:

Delta	Article XXIV, Page 13.
	One year 1 week + 1 day
	Two years 2 weeks + 1 day
	Five years 2 weeks + 2 days
	One additional day per year to maximum 4 weeks + 1 day with 15 years of service.
Houghton	Article 31, page 12.
	One year 1 week
	Two years 2 week
	Five years 2 weeks + 4 days
	Ten years 3 weeks
Menominee	Article 7, page 4.
	One year 1 week + 1 day
	Two years 2 weeks + 2 days
	One additional day per year to maximum 5 weeks with 15 years of service.
Dickinson	Sheriff's Department Employee Rules and Regulations, paragraph 21.
	One year 1 week
	Two years 2 weeks
	Seven years 3 weeks
	Fifteen years 4 weeks
Iron	Article 33, page 7.
	One year 1 week
	Two years 2 weeks
	Five years 3 weeks
	Ten years 4 weeks
	Sixteen years 4 weeks + 1 day
	One additional day per year to maximum of 5 weeks with 20 years of service.
Ontonagon	Article 37, page 18.
	One year 1 week
	Two years 2 weeks
	Five years 3 weeks
	Ten years 3 weeks + 3 days
	Twenty years 4 weeks

This comparison shows that the employees of the Gogebic Sheriff's Department generally are now more favorably treated for vacations at the level of seven years service even though they may receive somewhat lesser benefits at the ten year level. In balance, their benefit levels are now comparable on this issue. Further, the employer has proposed a new vacation schedule which improves on the unit employee vacation

benefits at all levels of service. By spelling out six days of vacation instead of one week and by allowing a 30 day maximum vacation eligibility, this benefit is now superior to that received by those in comparable employment.

A W A R D: The County's last best offer on vacations is adopted.

Birdseye - Concurs ✓ Dissents _____

Tingstad - Concurs _____ Dissents X

ISSUE 5 - Retroactivity

The employer described certain "maneuvering" by the Union in its brief but this information was not a part of the official record. The panel cannot consider evidence presented in briefs. The employer seems to complain about some of the usual posturing and delays that accompany the collective bargaining process. However, the panel is satisfied that the Union did give a timely notice of its intent to terminate or modify the prior contract; that there were subsequent unsuccessful negotiations, though some issues were resolved; that there were then certain mediation sessions and that there were four economic issues unresolved which properly came before this arbitration panel..

The whole concept of statutory interest arbitration is that the Union is barred from collectively withholding services (a strike) but in exchange, they have the assurance that they will eventually be able to secure whatever benefits they can prove they are due from the date of expiration of their old contract. If employers were able to postpone a final settlement by the negotiation/arbitration process and

then defeat retroactivity of wages and benefits, the whole process would fall. The Union has shown a legitimate basis for retroactivity in its final position on wages to January 1, 1979. The employer has foreseen this additional cost for many months and they should have budgeted accordingly. Hence, the employer's position opposing retroactivity must be rejected.

A W A R D: The Union's final position on the retroactivity of salaries is adopted.

Birdseye - Concurs ✓ Dissents _____
Tingstad - Concurs _____ Dissents X

=====

A W A R D

The contract between the parties for the period January 1, 1979 to December 31, 1981 shall contain the County's last best offer on Issues 2 and 4 and the Union's final position on Issues 1, 3 and 5 as presented in the foregoing opinion.

PANEL OF ARBITRATORS:

Barry C Brown
Barry C. Brown, Chairman

(SEE ATTACHED)
Anders B. Tingstad, County Delegate

W. Birdseye
William Birdseye, Union Delegate

IN THE MATTER OF THE ARBITRATION BETWEEN:

COUNTY OF GOGEBIC

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN
-----/

DISSENTING OPINION

Panel Member, Anders B. Tingstad, Jr.

This opinion is written to delineate the reasons and grounds for this panel member's dissenting opinion with respect to the award on three issues; salary, hours of work, and retroactivity.

While the panel consists of three members, two of which are somewhat unfamiliar with economics of the Western end of the Upper Peninsula, it may seem to the other members of the panel that these economics should not be considered. However, this panel member feels they are extremely important in the resolution of this dispute. Services rendered on the west end simply do not receive the compensation that they do in other areas of the peninsula or the state as a whole. The decision of this panel reflects the naive nature of other panel members with respect to these economics. As the facts revealed at the hearing, the Sheriff's Department has practically doubled in size since 1976 - 77, or a period of time preceding the term of this contract negotiation. However, the Sheriff has had no difficulty in filling the additional places in terms of manpower and, therefore, the supply in the labor market must exceed the demand for trained and certified law enforcement officers. In other words, are we bastardizing supply and demand economics through this settlement by the determination of the panel with respect to the issues of hours, salary and retroactivity. If the Sheriff could maintain the level of employees and not lose employees in that period of time then there must be other intangible benefits received from this employment other than compensation. If not, the positions would have gone unfilled or, at least, evidenced difficulty in filling them. The same is not true. In fact, most of the municipalities in our county had eliminated or decreased the size of

their police departments through the same period of time.

It is also this member's feeling that the panel did not take a fair appraisal of the state equalized valuation of the county compared to the number of counties similarly situated, most particularly, Iron County, Michigan into consideration in resolving the dispute.

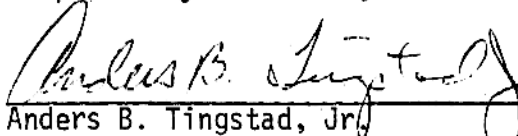
It is my understanding, from the statutory basis of the arbitration with respect to municipal employees, that the panel must choose the most reasonable last best offer. The term "reasonable" can be divided in many ways and, I believe, that emphasis in the decision should be based upon the term "reasonable" with respect to progress made in salary divided by time. In other words, the increase is simply too rapid. Even in the field of civil rights all of the injustices cannot be cured at once and, therefore, I believe that in an attempt to cure the salary injustices in Gogebic County in this one decision is not reasonable because the rate of increase is inflationary and simply too dramatic of a change.

In the same vein the impact on the county with respect to this decision has not been properly weighed by the panel and it is my feeling that the long-term effect of this decision will be detrimental to the Sheriff's Department, to the county, and to the citizens of Gogebic County. Numerous changes have occurred in Gogebic County since 1976, and the degree and the pace of these changes are going to cause some grave reactions in terms of the operation of the Sheriff's Department and county government as a whole. The testimony revealed that, for example, hours of work will necessitate the hiring of additional staffers to minimize the overtime costs. However, the salary issue is going to make the hiring of additional people distasteful to the county and, therefore, adversely affect the conditions of employment of the deputies in a negative sense. Therefore, the decision is unreasonable.

For these reasons and grounds I dissent from the decision reached by the panel.

Respectfully submitted,

Dated: June 3, 1981


Anders B. Tingstad, Jr.
Prosecuting Attorney