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6/30/75

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
GRAND RAPIDS OFFICE

Barry County of

In the Matter of the Arbitration Between:

BARRY COUNTY BOARD OF COMMISSIONERS

-and-

BARRY COUNTY DEPUTY SHERIFF'S ASSOCIATION

6/30/75

Hearing Held February 24, 1975

Before Richard I. Bloch, Esq., Arbitrator
Appointed by the Michigan Employment
Relations Commission

Appearances:

For the Association

James Allen
Teamsters Local 214
Law Enforcement Division

For the County

Jon G. March, Esq.
Miller, Johnson, Snell & Cummiskey

OPINION

This compulsory arbitration proceeding was conducted in accordance with Michigan's Compulsory Arbitration Law, Act 312, M.C.L.A. 423.239: M.S.A. 17.455. The proceeding was conducted in accordance with the 'last-best-offer' provisions of Act 312 which state:

At or before the conclusion of the hearing , the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to submit, within such time limit as the panel shall prescribe, to the arbitration panel and to each other its last offer of settlement on each economic issue. The determination of the arbitration panel as to the issues in dispute and as to which are economic shall

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be concluded . . . as to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel more nearly complies with the applicable factors described in Section 9.

Section 9 of the Act sets forth those standards the arbitration panel may consider in rendering its award:

Section 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates for other conditions of employment under the proposed view or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon following factors as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulation of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization of employment and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination, hours, and conditions of employment through voluntary finding, arbitration or otherwise between the parties, in the public service or private employment.

In considering comparison statistics, the Panel has taken many variables into consideration. Contiguity, for example, is not, without more, controlling on the question of comparables. Considering elements such as population, personnel, geographical location and term of contract, among other things, the Panel finds the following municipalities to be relatively comparable at this time: Gratiot, Branch, Hillsdale, Montcalm, Cass and Clinton. The parties also stipulate that Ionia County and the city of Hastings are enlightening comparison districts. This list is not all-inclusive. However, it is indicative of the type of community which the panel at the time of this arbitration felt was reasonably comparable for most purposes.

The parties were able to reach accord on various aspects of the contract which, by agreement, are incorporated as part of this Award.

Stipulated Settlement

I. Wages and Term of Contract

The parties stipulated that the term of the agreement shall be two years, with wage increases retroactive to January 1, 1974. During the first year of the agreement, the parties mutually agree upon a 7.84% across-the-board wage increase. During the second year of the agreement, retroactive to January 1, 1975, employees shall receive a 9% wage increase.

The City also proposes that the contract be extended for a third year through 1976 with regards to all provisions except wages. Concerning wages, the deputies would receive an increase

based on the average increase given by comparable communities. The increase would be calculated by determining the average dollar increase from the 1975 salary level to the 1976 salary level for top-level deputies, then given to the top-level Barry County deputies. The percentage increase would be applied to the remaining steps on the salary scale. The computation would be made no later than February 15, 1976 and would be retroactive to January 1, 1976. The Union rejects this concept and requests that the Board confine the award to two years.

Considering the extraordinary cost of living experienced in recent months and the uncertain economic conditions as well as the need to achieve some stability in public financial matters, the Panel finds a two-year contract to adequately satisfy the interests of both parties. The Employer's request is therefore denied.

II. Vacations

Originally, the parties submitted the question of first-year vacations to the Panel. However, resolution was reached on this issue and it is agreed that deputies shall receive five days vacation during the first year of employment.

III. Work Day

The parties stipulate that Barry County Sheriffs shall have an 8-1/2 hour work schedule with a thirty minute unpaid lunch.

IV. Longevity Pay

It is agreed that all regular, full-time employees in the active service of the Employer as of December 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

1. Longevity Pay Schedule

Continuous Service

Five or more years and less than eleven years - \$100

Eleven or more years and less than sixteen years - \$200

Sixteen years or more - \$300

2. Date of Payment

Longevity payments shall be made on the first pay day in December.

3. Pro Ration

Longevity pay shall be prorated depending on the number of months in the year during which an employee has been in each category (e.g., An employee hired on July 1 shall receive \$50 (6/12ths of \$100) in December of his fifth year of service, and \$150 (6/12ths of \$100 and 6/12ths of \$200) in December of his eleventh year of service, etc.)

V. Workmen's Compensation/Sick Leave

If an employee is injured in the line of duty he or she shall receive, pursuant to applicable state statutes and regulations,

Workmen's Compensation benefits. Such an employee may apply accumulated sick pay, in no less than half-day increments, to make up the difference between regular net salary (gross salary less all deductions for federal, state and local taxes) and his Workmen's Compensation benefits. Upon depletion of accumulated sick leave, these differential payments will terminate.

The Union's request for full payment of all unused sick days in case of cessation of employment for any reason is denied.

VI. Temporary Assignments

Any employee assigned by the Sheriff to perform the duties of a higher ranking officer for a period in excess of thirty (30) consecutive work days shall be paid at the rate of pay applicable to the position involved. The increased pay rate shall commence on the thirty-first (31st) consecutive day in which the employee has held the assignment, and shall continue until the employee is reassigned to his or her normal (or another) lower ranking position. The Sheriff shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When, in the opinion of the Sheriff, the vacancy is no longer temporary but permanent, he shall follow the rules and regulations currently used by the Sheriff's Department to fill the permanent vacancy.

Panel Awards

VII. Number of Holidays

Presently, employees receive six holidays. The County suggests that one additional day be added in 1975 and another be

added, effective 1976. The Union, on the other hand, requests that three additional holidays be added in 1975; Lincoln's Birthday, Washington's Birthday and Easter. On the basis of the comparison evidence, it is apparent that nine holidays is neither unreasonable nor beyond the scope of the appropriate comparative communities. Therefore, the Union's request is granted, and is retroactive to January 1, 1975. Panel member Stokes notes his dissent.

VIII. Holiday Pay

Presently, employees receive double time if worked. The Union requests this be expanded to double time and one half. On the basis of the evidence, however, the Panel recommends no change in the existing compensation for holiday days worked. Therefore, the County's offer in this regard is accepted.

IX. Life Insurance

Life insurance coverage under the present agreement is \$7,500 with accidental death and dismemberment coverage of \$15,000. The Union requests these amounts be increased to \$10,000 and \$20,000, respectively. The County offers to increase present life insurance coverage by \$1,000 in 1975 and \$1,000 in 1976.

The Panel finds the Union's offer on this subject to be the more reasonable. Accordingly, it is adopted.

X. Agency Shop

A majority of the Panel finds that, subject only to the

requirements of state and federal law, an Agency Shop clause properly requires all employees in the bargaining unit to support the Union, at least financially, in return for its representation. Accordingly, the Union's request for such provision is granted. Panel member Stokes dissents.

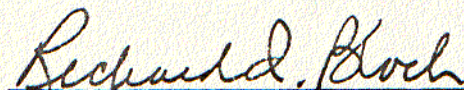
XI. Eye and Dental Care

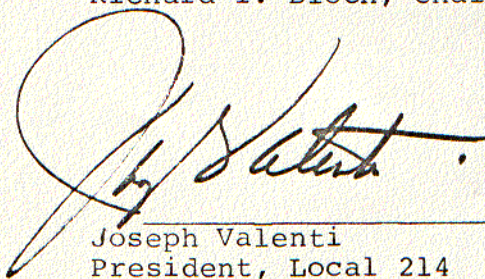
The Union's request for an eye and dental insurance package is denied. In so doing, the Panel has carefully considered the benefits granted in comparable communities as well as the cost of these items in relation to the overall cost of the present contract.

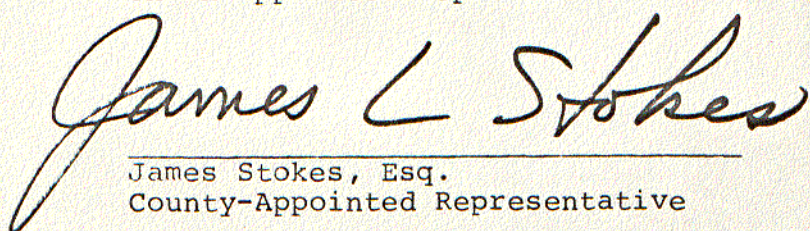
XII. Management Rights

In the absence of evidence tending to demonstrate deficiencies in the existing language or proposing modifications thereto, the Union's request for modification must be denied.

June 30, 1975


Richard I. Bloch, Chairman


Joseph Valenti
President, Local 214
Union-Appointed Representative


James Stokes, Esq.
County-Appointed Representative