

385
FILE COPY

2183
DO/PR

In The Matter of Act 312 Arbitration

Between

F.O.P. Lodge 157

and

Ionia County Board of Commissioners

Case No. G81-A-3

RECEIVED
OCT 15 1981
MERC
ST. CLAIR COUNTY
SHERIFF'S OFFICE

Background

The labor agreement between the parties expired on December 31, 1980. Pursuant to the law the parties negotiated and availed themselves of mediation and then on June 16, 1981 the Union filed a petition for Act 312 arbitration. There then lapsed some time while the parties struck names from suggestions from panels of the Michigan Employment Relations Commission.

On November 24, 1981 Counsel for the Employer filed a motion to dismiss the Union's petition of June 16, 1981 on the basis of questioning the applicability of Public Act 312 to certain employees of the Ionia Sheriff's Department namely the classifications of Matron/Dispatchers and Security Officers and Clerks. The Michigan Employment Relations Commission ceased to act upon the Union's petition for arbitration and acted instead on the employer's petition regarding the applicability of the statute to those classifications. A hearing was on February 9, 1982 at MERC's Lansing office before Administrative Law Judge Nora Lynch. In the meantime, the Union

again on March 30, 1982 requested MERC to act on its original petition for Act 312 arbitration. On April 22, 1982 the Michigan Employment Relations Commission chose Dr. Bernard Klein as chairman of the panel of arbitrators. On May 12, 1982 the Michigan Employment Relations Commission issued a decision on the employer's petition regarding applicability of the Act to those classifications. Judge Lynch held and the Commission concurred that the position of Security Officer and Clerk be excluded from consideration of Public Act 312 proceedings while the position of Matron/Dispatcher was to be included in the provisions. From then until September 30, 1982 the parties attempted to negotiate but informed the Chairman of the panel that a pre-conference was necessary. Chairman Klein called such a meeting on October 1, 1982 at the Ionia County Courthouse to set dates and other pertinent conditions for the arbitration proceedings to begin.

Co-panelists chosen were Mr. Homer LaPrinere by the Union and Mr. Stephen Smith by the Employer. It was also agreed at the conference that the panel would only consider those classifications declared by MERC to be subject to Public Act 312 and not the classifications excluded by MERC and at the time subject to an appeal by the Union to the Michigan Court of Appeals.

(Subsequently the Michigan Court of Appeals rejected the Union's appeal.)

The panel therefore in this award does not have before it the inclusion of the Security Officer and Clerk but does have the inclusion of the Matron/Dispatcher.

The Act 312 hearing was held in the Ionia County Courthouse on November 19, 1982 and also concluded on that date. The issues presented to the panel that were at an impasse at that time were the following:

1. Wages

Issues (con't)

2. Dental Program
3. Longevity Pay
4. Two-man cars for transportation of prisoners and mental patients.
5. Sick Leave (maximum accrual)
6. Paid half-hour lunch for Matron/Dispatcher and allowance for them to leave the building during their work shift.
7. Duration of Award and when the collective bargaining agreement was to commence and expire.

The parties agreed that all seven issues were economic issues.

There were many other issues that were successfully agreed to by the parties and these were stipulated (See Transcript pages 4-11) (Also clearly presented in Union final brief pages 10-13).

At the hearing information was presented about the structure and functions of the Sheriff's Department and a witness was presented by the employer to speak briefly on his understanding of the County's financial situation.

The parties each submitted their list of comparable communities (See Union Exhibit 2 and Employer Exhibit 2). Both parties agreed on ten comparable counties. The employer did not compare police departments but rather size of counties. They included the counties of St. Joseph, Cass, Branch and Mecosta while the Union submitted Newaygo County, Shiawassee County and Kent County as well as the City of Ionia, Portland and the Michigan State Police. In general the Union stressed the size of the population of each of their comparable communities in relation to the size of the sheriff's department which showed that Ionia County served the largest population per employee and also stressed the relationship of the Ionia sheriffs to the

State Police and neighboring Kent County along with the crime rates in each of the comparable communities. The employer relied primarily on size of the counties and their sheriffs department as well as the comparable salaries of the employees. As expected each party's comparables and reasons for choosing them bolsters their reasons for the final offers. The panel was impressed with the Union's inclusion of volume of police activity as a relevant measure though believes that the Union did not prove adequately the justification of comparing Ionia to the State Police and Kent County. The panel was impressed with the comparatively low economic position of Ionia County as against other richer counties.

Issues Before the Panel

Wages

On the issue of wages, the panel regrets that it cannot take parts of each party's offer since it feels that the County's offer is a bit too low and keeps the Sheriffs employees below their own computed averages in so many categories. At the same time it finds the Union's request a bit high especially for the final two years of the agreement during which time the rate of inflation seems to be subsiding. Nevertheless that choice is not available to the panel and therefore the panel considers the Union's offer preferable for several reasons. It would still not put Ionia County's sheriff's employees out of line with many of the mutually agreed upon comparables. The panel does not believe that Ionia must necessarily always be at or below average. Likewise the panel is not impressed with the Union's argument that this still leaves sheriffs below the level of the State Police troopers or Kent County sheriffs deputies. The panel is impressed with the volume of work Ionia's sheriff's

employees as well as the added responsibilities resulting from its location in a community with state institutions. If the Union's best offer places Ionia so far out of line, this can always be a factor in the next round of negotiations following 1984. In the meantime, some catch up is called for and this is better represented by the Union's last offer rather than by the more clearly defined inadequacy of the County's last offer.

Any consideration of an award must take into consideration the County's ability to pay. Unfortunately, the information presented by the County's first witness did not address that question in enough depth so as to bring out questions of the County's ability to reorder its expenditures since public safety is one of the County's most significant responsibilities. Likewise the exhibit did not clearly address the question of tax rates and possible increases in revenues. Therefore the panel could not get a better picture of the County's overall financial status.

The panel is in greater agreement with the Union's offer for the Matrons since the inequity was even greater in their case.

Dental Program

The panel recognizes that dental insurance is much more prevalent among the comparables than it was at the time of the previous arbitration. The positions of the parties on this issue is only \$100 a year for 1983 and \$50 a year for 1984. The panel chooses the County's offer which while far from adequate is not much less than the Union's. Since this award adopts the more generous wage package it is fitting to leave improvements in this fringe to future negotiations in that a start will have been made in recognizing the importance of this fringe benefit.

Longevity

Ionia County's reasons for changing and ultimately abolishing longevity pay are primarily those of cost cutting and a belief that longevity is rewarded by step increases. The Union argues that over 78% of the Employer's own comparables maintain longevity programs. The change is desired by the County while the Union prefers the status quo of the old agreement.

The panel adopts the Union's position since the County did not present compelling reasons to remove a benefit already in place. That longevity is rewarded in higher salaries is not the case after an employee reaches his/her top step. Longevity pay was introduced historically to reward employees not subject to step increases. It is almost universally practiced and if the County wishes to change it, they should negotiate a change in some future contract negotiation by offering something else in return.

Two Man Cars

The panel readily understands the desire by the Union to require two persons in the cars when transporting prisoners or mentals. However the evidence presented by them did not present a strong enough case to make this change at this time. The evidence presented by the County was more convincing in that incidents are rare and the one presented did have a second person along. Given the small size of the Sheriff's department the change would present a manpower burden on the department not justified by the evidence presented.

Sick Leave Accumulation

The Union requests an increase in sick leave accumulation from the current maximum of 90 days to a maximum of 120 days. The County requests the maintenance of the current maximum. The Union's main argument is that there are several sheriff's deputies who are at the maximum who are unable to accumulate any additional days. The County's main argument in keeping the system the same as that for all County employees. The panel adopts the County's position. There was no evidence that 90 days represents inadequate protection to the employees which is the intent of the accumulated sick leave. Longevity pay is one of the rewards for long service. There is no magic in 120 days as against 90 days and would represent an undue expense to the County at this time.

Half Hour Paid Lunch and Permission to Leave Premises

Currently Matron/Dispatchers are paid for their lunch half hours when they are not able to leave the premises and not paid when they are able to leave. The Union requests that they be allowed to leave for a half hour and be paid for lunch. The County requests no change in this matter. The panel adopts the Union's proposal for Matron/Dispatchers for several reasons. First of all these people have been by all admissions underpaid. They should have the right to leave the premises and should still be paid since they are still only give a half hour for lunch. They should also be given a fifteen minute coffee break in the morning and one in the afternoon. The management should adjust their own schedules to make this possible.

The Union proposal either purposely or inadvertently included Security Officers and Clerks in their offer, but this award on this issue only includes Matron/Dispatchers and not those classifications not subject to Act 312

arbitration.

Dates and Duration of Contract

While this was an issue at the start of the hearing, on December 20, 1982 the counsel for the County notified the panel that the parties agreed that the contract would be for four years (beginning January 1, 1981 and ending December 31, 1984). The wage proposal is made retroactive to January 1, 1981. Both parties agreed to retroactivity though the County objected to it at the time of the hearing. The panel agrees with previous awards that the retroactivity should not be looked upon as a bonus but as a delayed payment for work already performed. The panel is pleased that the parties agreed on this issue though they were, of course, in disagreement on the amount of the wage package.

In deciding the issues presented, the panel considered the exhibits, the presentations at the hearing and the arguments in the final briefs. Each issue was considered on its own merits even though considerations of the total package was also a factor in the award. The award was not easy to arrive at, but it is hoped that the duration of the contract will give the parties a period of normal and harmonious relations prior to the commencement of bargaining next year for a new agreement.

Respectfully submitted

Dated: February 11, 1983

Bernard W. Klein
Bernard W. Klein, Chairman

Homer LaFrinere, Member

Stephen Smith, Member

Award

Issue No. 1

Wages

<u>Deputy</u>	<u>1-1-81</u>	<u>1-1-82</u>	<u>1-1-83</u>	<u>1-1-84</u>
Start	\$15,297	\$16,475	\$17,663	\$18,850
6 Months	15,799	17,016	18,243	19,469
1 Year	16,350	17,621	18,891	20,160
2 Years	16,968	18,275	19,592	20,909
3 Years	18,006	19,406	20,806	22,206

<u>Sergeant/Detective</u>	\$18,906	\$20,362	\$21,830	\$23,297
---------------------------	----------	----------	----------	----------

Matron/Dispatcher

Start	\$11,419	\$12,819	\$12,219	\$15,619
1 Year	11,659	13,059	14,459	15,859
2 Years	11,979	13,379	14,779	16,179
3 Years	12,362	13,762	15,162	16,562

Respectfully submitted,

Dated: February 11, 1983

Bernard W. Klein
Bernard W. Klein, Chairman

Homer LaFriniere
Homer LaFriniere, Member

Stephen Smith
Stephen Smith, Member

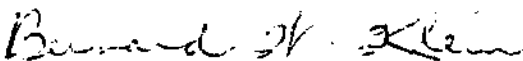
Issue No. 2


Dental Program


Effective January 1, 1983, the Employer will reimburse employees for proven dental expenses (paid bill or cancelled check), not to exceed \$100 for calendar year 1983, for the employee, his spouse and dependent children. Effective January 1, 1984 this reimbursement will be increased to \$150 for the 1984 calendar year.

Respectfully submitted,

Dated: February 11, 1983


Bernard W. Klein, Chairman


Homer LaFrinere, Member


Stephen Smith, Member

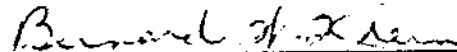
Issue No. 3

Longevity

No change from the provisions of the agreement which expired on
December 31, 1980.

Respectfully submitted,

Dated: February 11, 1983


Bernard W. Klein, Chairman


Homer LaFrinere, Member

b 
Stephen Smith, Member


Issue No. 4

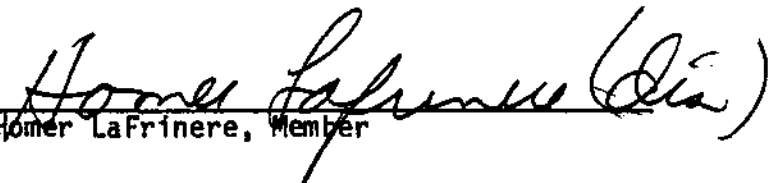
Two Man Cars for Transport of Prisoners and Mentals

No changes from current procedures or practices are mandated under this Award.

Respectfully submitted,

Dated: February 11, 1983


Bernard W. Klein, Chairman


Homer LaFrinere, Member


Stephen Smith, Member


Issue No. 5


Sick Leave (Maximum Accrual)


No change from the expired agreement is mandated under this Award.

Respectfully submitted,

Dated: February 11, 1983


Bernard W. Klein, Chairman


Homer LaFrinere, Member


Stephen Smith, Member

Issue No. 6

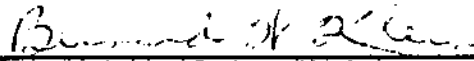
Paid Half-Hour Lunch Allowance and Permission to Leave Building During Their
Work Shift for Matron/Dispatchers


Matron/Dispatchers shall be allowed to leave the premises for a paid half hour lunch break. They shall also be granted a fifteen minute rest break in the morning and a fifteen minute rest break in the afternoon.

This portion of the Award shall take effect without undue delay.

Respectfully submitted,

Dated: February 11, 1983


Bernard W. Klein, Chairman


Homer LaFrinere, Member


Stephen Smith, Member

Issue No. 7

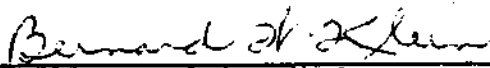
Dates and Duration of the Award

The provisions of this Award as well as those provisions agreed to mutually by the parties and presented at the hearing on November 19, 1982 shall be in effect from January 1, 1981 until December 31, 1984.

The retroactive portion of the wage section of this Award shall be implemented as quickly as possible.

Respectfully submitted,

Dated: February 11, 1983


Bernard W. Klein, Chairman


Homer LaFrinere, Member


Stephen Smith, Member