

9/19/73
ARB

Ionia County Board of Commissioners

In the Matter of Arbitration
Between:

IONIA COUNTY BOARD OF COMMISSIONERS

and

FRATERNAL ORDER OF POLICE

MONTCALM COUNTY LODGE NO. 149

IONIA COUNTY SHERIFF DEPARTMENT DIVISION

OPINION OF THE CHAIRMAN

Hearing Held
Ionia County Courthouse
Ionia, Michigan
August 20, 1973

before

Panel of Arbitration

Samuel S. Shaw, Chairman

Eugene Alkema, Esq., For the Board of Commissioners
Dan E. Hankins, Esq., For the Fraternal Order of Police

Appearances

For the Board

Eugene Alkema, Esq.
D. Gary Newton
Edwin Nash
Burton Stencel
John L. Westbrook

For the Lodge

Dan E. Hankins, Esq.
Dwain Dennis

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

This arbitration was held pursuant to the Police-Fire-Fighters Arbitration Act [Act No. 312, Public Acts of 1969, as amended]. In compliance with the statutes, this arbitration was preceded by both collective bargaining and mediation. The undersigned, Samuel S. Shaw, was appointed by the Employment Relations Commission, Department of Labor, State of Michigan, to serve as chairman of an Arbitration Panel to hear a dispute between the County of Ionia, represented by the County Board of Commissioners, (hereinafter referred to as "the Board"), and the Fraternal Order of Police, Montcalm County Lodge No. 149, Ionia County Division, (hereinafter referred to as "the Lodge").

Facts and Background

For several years the members of the Ionia County Sheriff's Department were represented by the Ionia County Deputy Sheriff's Association. The last contract between the County and this Association expired on December 31, 1972.

In the fall of 1972, as the result of an election, the Fraternal Order of Police superseded the Association. In the fall of 1972, the Ionia County Board of Commissioners and the Fraternal Order of Police entered collective bargaining in an attempt to reach agreement on a new contract. However, a substantial number of issues could not be resolved and were referred to mediation, and the first of three mediation meetings was held in December 1972. In a letter dated December 28, 1972, to the Employment Relations Commission, Lodge No. 149 of the F.O.P. requested arbitration. Each party appointed a delegate to the Panel of Arbitration, and pursuant to the request, the Employment Relations Commission appointed a Chairman.

As there were a substantial number of issues to be resolved, the Chairman requested a pre-hearing meeting of the members of

the Panel of Arbitration. This meeting was held on July 13, 1973 in the Grand Rapids offices of the Employment Relations Commission. As a result of this meeting, several issues were resolved, and the Panel was able to stipulate those remaining.

The Hearing was held in the Ionia County Courthouse in Ionia, Michigan on August 20, 1973, before a Panel of Arbitration. This Panel was composed of; Samuel S. Shaw, Chairman, Dan E. Hankins, for the Lodge, and Eugene E. Alkema, for the Board. These latter two Panel members also represented their respective parties as counsel.

Both parties were given full and ample opportunity to submit oral or documentary evidence and other relevant data. In addition to a verbatim record taken by a recorder, the proceedings were tape recorded by the Chairman. All witnesses were sworn.

Neither party elected to file post-hearing briefs and the Hearing was closed as of August 20, 1973.

Following the Hearing, the Chairman directed a post-hearing meeting of the Panel of Arbitration for the purpose of reviewing the submitted evidence and clarifying the stated positions of the parties. These meetings were held in the Grand Rapids office of the Employment Relations Commission on August 30th and September 4th, 1973. On some issues the question arose as to the most appropriate language to properly express the intent of the disposition. The parties counsel, and designated Panel member, agreed to send their suggestions to the Chairman, postmarked no later than September 10, 1973. These were received as agreed.

Discussion

As initially presented to the Panel at the Hearing, this dispute involved nineteen issues. These issues are discussed approximately in the order in which they were presented, or will appear in the completed Agreement.

ARTICLE IV - LODGE BARGAINING COMMITTEE

The Lodge requested this Bargaining Committee be composed of four members; three members of the Lodge and one non-Lodge member. Also, that the members of the Lodge be paid for all time spent in negotiations, plus one-half before and one-half hour after any meeting.

The Board contended that it was the Lodge's responsibility to compensate its members for any negotiating time. Further, that the Committee should be limited to two Lodge members, particularly in view of the relatively small number of people in the Unit.

After reviewing various comparable contracts, the Chairman finds there is no established pattern to the size of negotiating committee, or whether or not they are paid for negotiating time. Therefore, in this case it is the opinion of the Chairman that two Lodge members, plus one non-Lodge member should be sufficient to effectively represent the Lodge in negotiations. Further, that Lodge members should be paid for lost time if the meetings cannot be scheduled during the members off time.

This Article should read as follows:

Section 1.

The bargaining committee of the Lodge will include not more than three (3) representatives, two (2) of whom shall be members of the Lodge and one (1) non-member, who shall be designated by the Lodge.

Section 2.

The time and date of any negotiating sessions shall be the sole responsibility of the Employer. However, should a session be scheduled during the on-duty hours of a Lodge member of its Bargaining Committee, he shall be paid his straight time pay for all on-duty hours spent in that negotiating session. He shall also be credited with the number of hours spent in bargaining as time worked during his tour of duty of that day.

ARTICLE V - LODGE SECURITY AND CHECK-OFF

This provision was mutually agreed to by the parties at the Hearing and in accordance with the language submitted by the parties' counsels. However, the Chairman feels that Section C of the above should not itemize the amount of deduction. This would provide some latitude in the event a change in the dues and/or fee structure should occur during the life of this Agreement. This would also apply to the Check-off Authorization Form as submitted.

ARTICLE VI - GRIEVANCE PROCEDURE

At the Hearing, the Lodge submitted a proposal for a Five Step procedure, ending with arbitration by an outside party.

The Board proposed the procedure terminate with arbitration by the Law Enforcement Committee of the Board of Commissioners.

The Chairman does not feel that arbitration can be objective and serve its intended purpose if the responsibility rests with a person, or persons, who have a vested interest in the problem being arbitrated. Such would be the situation if the arbitration authority rested with any official (s) of the County.

However, the Chairman does not feel a Five Step Grievance Procedure would serve any purpose other than to prolong the process and add unnecessary expense.

Therefore, it is the opinion of the Chairman that the Grievance Procedure should consist of Three Steps; the Third and final Step being arbitration by an outside party.

Section 1. - As proposed by the parties' counsels.

Section 2.

All grievances shall be in writing and shall include: time; date; the alleged contractual violation, or written rule or regulation that is the basis of the grievance; the facts that gave rise to the grievance; the remedy desired; and the signatures of the grievant and his Lodge Representative.

Step 1.

Grievances shall be presented promptly, and in all cases no later than 48 hours after the date the grievance occurred, or 48 hours from the time the employee should have reasonably have known he had grounds for grievance.

The grievance shall first be presented to the Sheriff. The Sheriff shall acknowledge receipt of the grievance with his signature, and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or his Representative.

The Sheriff shall give his written answer within 48 hours after receipt of the grievance.

Step 2.

If the Sheriff's answer in Step 1 is unsatisfactory to the grievant, the grievant and the Lodge may, within three (3) days from receipt of the Sheriff's answer, appeal the matter to the Law Enforcement Committee of the Board of Commissioners. This appeal must be signed by the grievant and his Lodge Representative.

The Law Enforcement Committee shall, within ten (10) days of the receipt of this appeal, schedule a meeting to hear the dispute and render a written decision. [This period shall not include Saturdays, Sundays, or Holidays]. This meeting shall be with the Lodge Bargaining Committee, which shall, at the option of the Lodge, include, or not include, its non-Lodge member.

Any decision rendered by the Law Enforcement Committee, that is satisfactory to the grievant, shall be final and binding upon the Lodge and upon all concerned and involved County officials, either elected or appointed, including but not limited to, the Sheriff, the Undersheriff and any of his designated representatives.

Step 3.

If the decision of the Law Enforcement Committee is unsatisfactory to the grievant he may, with the approval of the Lodge, appeal the matter to arbitration.

Within 7 days from receipt of the decision of the Law Enforcement Committee the Lodge shall request from the Employment Relations Commission, Department of Labor, State of Michigan, a panel of five qualified arbitrators. A copy of this request shall be given to the Sheriff and the Law Enforcement Committee. Upon receipt of this panel, the President of the Lodge and the Chairman of the Law Enforcement Committee shall alternately strike names from this list, with the right of first strike being decided by the flip of a coin. After two names have been struck by each party, the one remaining will be the arbitrator. It shall be the responsibility of the Lodge to notify the Commission of the selection.

The arbitrator shall have no power to amend, add to, alter, ignore, change or modify any provisions of this Agreement, or the written rules or regulations of the Department, and his decision shall be limited to the application or interpretation of the above, and to the specific issue presented to him. No decision of the arbitrator shall contain a retroactive liability beyond the date of the written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedies he considers appropriate to the circumstances.

The arbitrator shall render his decision in writing as soon after the hearing as possible, and the fee and expenses of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator shall be final and binding upon the parties, including the Lodge, its members, and the employee(s) involved, and County and its officials, including the Board of Commissioners, the Sheriff, and their designated representatives.

Section 3.

Time limits set forth in this grievance procedure shall

be strictly adhered to unless such time shall be extended by mutual written agreement of the parties. Saturdays, Sundays, and Holidays shall not be counted for the purpose of submitting written grievances or written decisions. If a time limit is not met in the filing or appeal of a grievance to the next step, the grievance shall be considered settled on the basis of the decision set forth in the last completed step.

Section 4.

The grievance form shall be as herein provided for:

[The form as decided by the parties]

ARTICLE VII - Hours and Rates of Pay

Both parties agreed the work day and work week should continue as presently in existence, for the balance of 1973. However, the Lodge proposed that, commencing on January 1, 1974, the work week be reduced to 40 hours. The Board proposed that the work week be reduced gradually, in small increments, over a period of several years.

Although the forty-hour week is an accepted way of life in the private sector, it is not a standard in the public sector at this time. Examination of the contracts submitted as "comparables" shows there is no clear pattern, with about 50% at 40 hours, and the remaining varying from 41 to as high as 48. However, one thing is clear, and that is the vast majority provide for a reduction to the 40 hour level over the next two or three years. Therefore, it is the opinion of the Chairman that within the next few years a 40-hour work week will be the standard in the public sector and, to be competitive, Ionia County will have to plan accordingly.

On this basis it is the opinion of the Chairman that this Agreement provide as follows:

Section 1. Work Day and Hours. Employees covered hereby shall continue working on the schedule presently in existence. Commencing January 1, 1974, the scheduled

work week for all full time deputies shall be reduced to 43½ hours (8.7 hours per day - 5 days per week), and effective January 1, 1975, to 40 hours per week (8 hours per day - 5 days per week). Such hours shall include one 1-hour lunch break and 2-fifteen minute coffee breaks, one during the first half of the shift and one during the second half of the shift, but do not include a 15 minute briefing period prior to the start of the shift.

The personnel in all other classifications covered by this Agreement shall shall work 5-eight hour days (40 hours) for the life of this Agreement.

Section 2. - Overtime

It is anticipated that the needs of the department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above his normal scheduled work day or work week, when authorized by the Sheriff, or his authorized representative. It does include training sessions, consultations with prosecuting officials, and signing of complaints, but does not include daily 15 minute pre-shift briefings.

Officers who work overtime shall be compensated according to the following: The Sheriff shall have the option of 1) paying the overtime at the rate of 1½ times the regular hourly rate or, 2) providing an equal amount of compensatory time off within 60 days.

Section 3. - Call Back

Employees covered hereby who are called back to work for reasons other than times spent in court testifying, time spent in signing complaints and official documents or writing reports, shall receive a two (2) hour minimum call back payment.

Section 4. - Scheduling

A monthly work schedule showing the normal work days for every member of the bargaining unit shall be posted by the 25th day of the preceding month on the Sheriff Department's bulletin board. Such schedule is subject to change when required by the needs of the Department, and employees may change scheduled days off after the schedule has been posted with permission of the Sheriff.

Section 5.- Pyramiding

Payments for overtime or call back time shall not be duplicated for the same hours worked as herein provided.

Section 6. - Court Time

An off-duty officer, when required to appear in court for official business, shall receive straight time pay for the hours spent in court at his prorated hourly rate. An off-duty officer, for purposes of this provision, is one who is not scheduled to work during the same hours he is to be in court.

Those officers required to testify in court, whether they are on-duty or off-duty, shall not be entitled to witness fees, but shall be entitled to mileage.

Section 7. - Authorization of Overtime

Any overtime and/or call back time worked by an employee without prior authorization of the Sheriff or Undersheriff will not be compensated for by the terms of this Agreement or any other Agreement, it being specifically noted that the authorization of any overtime is discretionary with the Sheriff or Undersheriff.

ARTICLE IX - Life Insurance

The Lodge proposed an increase in the life insurance coverage to \$ 10,000 for all employees of the Sheriff's Department. The Board contended the Sheriff's Department employees were covered with the same amount as all County employees and therefore, this coverage should not be increased for one segment of the County.

The Chairman does not feel the type of work, or the working conditions, of Deputy Sheriffs can be equated with that of the rest of the County employees, and most particularly with that of hazards. Therefore, it is not felt that it is unreasonable to provide a larger coverage for Deputies than is provided the rest of the County group. Therefore, it is the opinion of the Chairman that the following be provided:

Effective with the signing of this Agreement on _____ the Employer shall provide a life insurance policy for full-time Deputy Sheriffs and Sergeants in the amount of \$5,000 with accidental death benefits of \$10,000, while on official police duty or while performing police functions. Other employees of the Department shall be furnished with \$3,000 life insurance.

ARTICLE XI - Liability Insurance

This issue was agreed to between the parties as follows:

The Employer will continue the present liability insurance for employees of the Sheriff's Department. However, should there be any changes in the County's liability program, such changes will be applied to the Sheriff's Department.

ARTICLE XV - New or Changed Jobs.

This Article was agreed to by the parties during the Hearing, and should appear as proposed by the Lodge, with the elimination of the last sentence in that proposal.

ARTICLE XVIII - Scheduled Days Off

There was much discussion relative to this Article and to the current policy of Days Off. Although the picture is not entirely clear, an analysis of several months of scheduling indicates the stated policy is not actually followed in practice.

The majority of contracts reviewed indicates there is a norm in this area of 2 days in every 7 - not that this is actually scheduled, it being impossible in police work, but it is either allowed for, or compensated for. In the opinion of the Chairman, no argument was offered as to why Ionia County can not meet this norm, or why it would impose an impossible burden on the Department. Therefore the following provision should be included:

Section 1. Definition. Because officers are required to work regardless of calendar weekends; i.e., Saturdays and Sundays, the Employer grants days off in lieu thereof and refers to these as "Scheduled Days Off."

Section 2. For the balance of 1973 the present scheduling of days off shall be continued.

Effective January 1, 1974 all employees referred to in Section 1, shall be scheduled to provide 2 Scheduled Days Off in every 7 so that the employee is scheduled off a total of 104 days per year. No employee shall be

scheduled to work more than 8 consecutive days without a scheduled day off.

Section 3. Changing. Employees covered hereby may change a Scheduled Day Off after the schedule has been posted, if they receive permission from the Sheriff.

Section 4. Emergencies. Scheduled Days Off, as herein provided for, may be postponed for emergency purposes, but Scheduled Days Off so postponed may be taken at a later date at the discretion of the employee, or paid for at his regular rate of pay. Providing, however, in the event the employee chooses to take a postponed Scheduled Day Off, such must be scheduled and approved by the Sheriff.

ARTICLE XX - Hospitalization and Medical Coverage

In this coverage the Lodge requested full premium for all family coverage to be paid by the Employer. The basis of this request stemmed from the contention that this was a benefit provided in the vast majority of comparable contracts. The Board's position was that the present payment of ½ the premium was standard with all County employees, and if full payment was granted the Sheriff's Department employees, it would make the situation very difficult as far as the other employees were concerned.

Although the Chairman does not deny that full premium payment by the employer is common practice in both the private and public sectors, in this situation he believes the Lodge should subordinate its request to the best interest of the County's relationship with all its employees. However, as the situation could change in the immediate future, he feels a provision to re-open this matter before the expiration of this Agreement would be appropriate.

Section 1. The present Blue Cross-Blue Shield plan of hospital and medical coverage, including the prescription drug rider, shall be continued through the calendar 1973 and 1974. On or before September 15, 1974, the parties will commence negotiations on this provision, the results of which to be effective January 1, 1975.

Section 2. If changes in health insurance benefits or the level of the Employer's contribution thereto is increased for any other group of County employees prior to January 1, 1975, such changes will automatically be applied to the employees of the Sheriff's Department.

ARTICLE XXI - Vacation Leave.

The Lodge maintained the present vacation allowance was not as liberal as the majority of comparable areas. The Board contended that vacation allowance was a County-wide policy, and it would not be feasible to grant more vacation to one segment of their employees than they did to another.

The Chairman acknowledges the merit of the Board's argument, but does not feel a true comparison can be made between Deputies and the vast majority of the other employees. Because of the nature of their work, Deputies are on duty on all holidays, are subject to short notice call, and their choice of vacation time is limited by Department needs, and is subject to change at the last minute because of Department emergencies. Further, the Deputies must be scheduled to odd working hours, whereas other County employees can depend upon day work and reasonably regular hours.

However, in considering this matter, the length of service of the present force cannot be ignored. The Deputy with the longest length of service is four years; therefore, at this time, vacation eligibility in the higher bracket is somewhat academic.

After considering all arguments, it is the Chairman's determination that vacation allowance be as follows:

Section 1. Vacation time shall be based on length of service, and each employee will become eligible for vacation according to the following schedule, upon the anniversary date of his employment.

1 year to 2 years	5 working days vacation
2 years to 10 years	10 working days vacation
10 years and over	15 working days vacation

Section 2. If a legal holiday falls within an employee's vacation, he will be given an extra day which will be added to the vacation.

Section 3. An approved leave of absence will not be considered a break in an employee's service record when determining his vacation allowance under the vacation plan.

Section 4. Vacations may be taken at any time during the year, however, they are subject to scheduling according to the needs of the Department. Vacation requests must be filed in writing with the Sheriff at least 60 days prior to the period requested. If more employees request the same vacation time off then can be spared, seniority shall prevail.

Section 5. If requested by the Sheriff, an employee may, at his option, accept pay in lieu of vacation time off. However, every employee must take at least 50% of his earned vacation time actually off.

Section 6. If an employee quits the service of the Employer after completing at least one full year of continuous full-time service, he will receive vacation pay according to the above plan. However, said employee must leave in good standing and give the Employer at least two-weeks notice of his intent to leave. In case of death, the vacation money will be paid to the spouse or family of the deceased employee.

Section 7. Scheduled Days off may be taken with vacations.

Section 8. An employee going on vacation who so requests, shall be paid in advance and shall make a pay assignment to the Sheriff in consideration thereof. Pay advances shall be for only that amount of vacation time actually to be taken, less any prior obligations.

The Chairman believes that as no improvement in the present vacation schedule was granted, it is appropriate to reopen this matter for negotiations prior to the expiration of this Agreement. Therefore, the following provision will be added to this Article:

Upon notice on or before August 15, 1974, the parties will commence negotiations, on or before September 15, 1974, on the matter of vacation schedules. The results of this negotiation shall be effective January 1, 1975.

Article XXIV - Holidays

Section 1. All employees shall receive the Following paid Holidays:

New Year's Day
Easter Sunday
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving
Christmas Day

For the balance of the calendar year 1973, any employee who is required to work any of the above holidays shall be paid in accordance with the practice in effect as of August 30, 1973.

Section 2. Effective January 1, 1974, employees will receive 1½ paid holidays in addition to the above, as follows:

The afternoon preceding Christmas Day
The day after Thanksgiving Day

Section 3. Effective January 1, 1975, employees will receive an additional 1½ paid holidays as follows:

The afternoon of Good Friday
Washington's Birthday

Section 3. Effective January 1, 1974, and for the life of this Agreement, employees who are required to work on a paid holiday shall be paid time and one-half for hours worked on that holiday.

ARTICLE XXV - Leave For Lodge Conferences & Conventions

There was no dispute between the parties in allowing representatives of the Lodge time-off to attend regional or national meetings; however, the Lodge requested it be with pay, and the Board without.

It is the opinion of the Chairman that when a delegate, or officer of the Lodge, has to attend a convention, or local meeting, any reimbursement for expenses, or his pay for the time, is an obligation of the Lodge. It is strictly Lodge business, and as such, it would not be equitable to require the Employer to assume the cost.

Therefore, this Article, as submitted by the parties counsels, allowing certain members of the Lodge time-off without pay to attend various official Lodge functions, should be included in

this Agreement.

ARTICLE XXVI - Uniforms and Clothing

This Article was revised and agreed to by the parties at the Hearing. This revision eliminated the second paragraph of Section 1 in the Lodge's proposal, and the second sentence in Section 3. The remaining language was accepted and is to be included in this Agreement.

ARTICLE XXVII - Parking and Travel

The Lodge agreed at the Hearing to accept the mileage rate prevailing for the County. This was 10¢ per mile, instead of the requested 12¢ per mile.

The basic area of disagreement in this provision was whether the Deputies should be given parking spaces in the area adjacent to the jail, or be required to park on the street, as is now the case.

The Board contended un-metered streets were not far removed from the County Building, and further, a new parking lot was in the process of construction immediately across the street.

The Chairman admits this matter might well be considered a tempest-in-a-teapot, nevertheless, the argument of the Lodge is of more influence than that of the Board's. It was pointed out there had been several cases of vandalism to Deputies' cars, particularly at night, and that by parking them close to the jail the vandals might be discouraged. Further, it was noted the spaces in the County Building lot were allocated to personnel in the building, most of whom were on the day shift, and no valid reason was given why they should have priority. Therefore, it seems that some of this space could equitably be assigned to Deputy Sheriffs .

Sections 1 and 2 of this Article shall be as proposed by the parties counsels in their most recent submission to the Chairman.

Section 3. Three (3) parking spaces, plus one (1) for the Sheriff shall be maintained in a area immediately adjacent to the jail. These parking spaces shall be marked: "For Sheriff Department Personnel Only", on a first come, first serve basis with no designation of names. This provision shall not become effective until completion of the new County parking lot.

ARTICLE XXVIII - Communications

This Article shall read as follows and agreed:

All communication equipment shall be of standard quality and specifications and in good working order.

ARTICLE _____ - Terms of Agreement

THIS AGREEMENT shall be effective January 1, 1973 and shall remain in effect through December 31, 1975, provided, however, that the salary schedule, hospitalization and medical coverage, and vacation allowance provisions may be reopened for renegotiations by notice given on or before August 15, 1974, with actual negotiations to commence on or before September 15, 1974, and the results of these negotiations to be effective January 1, 1975.

APPENDIX A

Section 1. Effective with the signing of this Agreement, the following salary schedule will be effective, retro-active to January 1, 1973.

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Deputy	7500	7750	8000	8250	8500
Deputy Matron/ Dispatcher	5200		5400	5600	5800
Clerks	4600	4800			
Housekeeper/ Matron	4800				
Sergeants	8085				

The above salary schedule is based upon a 47½ hour work week for Deputies and Sergeants, and a 40 hour work week for all other classifications.

All overtime worked from January 1, 1973 to the effective date in March 1973 of the above schedule, shall be paid for at the employees straight time prorated hourly rate.

Section 2. Effective July 1, 1973, and for the balance of the calendar year 1973, the following salary schedule shall be effective.

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Deputy	7875	8138	8400	8663	8925
Deputy Matron/ Dispatcher	5350		5550	5750	5950
Clerks	4750	4950			
Housekeeper/ Matron	4950				
Sergeants	9225				

The above schedule is based upon a 47½ hour work week for Deputies and Sergeants, and a 40 hour work week for all other classifications.

All overtime worked from July 1, 1973 to the effective date of the above salary schedule shall be paid for at the employees straight time prorated hourly rate.

Section 3. Effective January 1, 1974, the following salary schedule shall be applied:

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Deputy	8269	8544	8820	9096	9371
Deputy Matron/ Dispatcher	5618		5828	6038	6245
Clerks	4988	5198			
Housekeeper/ Matron	5198				
Sergeant	9671				

The above salary schedule is based upon a 43 1/2 hour work-week for Deputies and Sergeants, and a 40 hour work week for all other classifications.

This salary schedule is to be reopened for renegotiation upon notice by August 15, 1974; negotiations to commence by September 15, 1974 with the results to be effective January 1, 1975.

The Chairman is aware that of all the issues in dispute, this salary schedule is of great importance to both parties. Therefore it was with the utmost consideration that the above salary schedule was set forth.

In this consideration, of great influence was the comparison of the Ionia schedule as currently applied to that of several other counties and local cities. In this analysis, it was not compatible to limit this comparison to the base salary, without considering the number of hours in the work week. Therefore, the pay level was reduced to an hourly rate by dividing the salary by the hours required to earn that salary. The result showed that Ionia County was low in comparison.

It is the feeling of the Chairman that counties, in relatively the same general category as to size and condition, should maintain a competitive salary position. This is not only necessary from an equitable point of view, but from a practical

position as well. A competitive salary level will permit the County to demand a higher level of performance from its employees, and attracts a higher level of applicants for open jobs. However, considering the current level, the Chairman did not feel the general circumstances justified trying to bring Ionia's salary level to complete parity in one move. Therefore, step increases, coupled with a gradual reduction in work hours, both over the next two years, is, in the opinion of the Chairman, the most equitable and realistic method of accomplishing the objective without either party having to assume the full burden.

Also considered was the steady increase in the cost-of-living. The average increase in the BLS index for the year 1973, as of June, was 5.9%. Any recommended wage increase must take this cost-of-living increase into account. However, because of the general economic situation, of which everyone is painfully aware, it is impossible at this time to forecast what will happen to this cost-of-living in the next few years. Therefore, the Chairman does not feel it is realistic to establish a long-term wage schedule that cannot be reviewed in terms of future developments. For this reason, the Chairman has limited the salary schedule in question to 1973-1974, with the provision that it be subject to renegotiation in the fall of 1974, such renegotiation to be effective for calendar 1975.

AWARD

The Chairman's award is set forth for each presented issue in the body of this Opinion.

The Chairman of this Panel of Arbitration retains jurisdiction over the application and/or interpretation of this award, and should any dispute arise over its application and/or interpretation, the parties may appeal for further adjudication.

Samuel S. Shaw

Samuel S. Shaw, Chairman, Panel of Arbitration
Grand Rapids, Michigan
September 19, 1973