

390

9/17/80  
ARB

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

In the Matter of Statutory Arbitration between

COUNTY OF IOSCO  
BOARD OF COMMISSIONERS  
(County)

Case No. D79-E1257  
Act 312 Arbitration

-and-

OPINION AND AWARD

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(Union)

Arbitration Panel

George E. Gullen, Jr., Chairman  
Philip F. Wood, County Delegate  
Gerald E. Keller, Union Delegate

Hearing Dates

May 12, 1980 (Prehearing) - Flint, Mich.  
June 16, 1980 - Tawas City, Mich.  
June 17, 1980 - Tawas City, Mich.  
July 11, 1980 - Tawas City, Mich.

APPEARANCES

For the County

Philip Wood, Attorney  
David George, Commissioner  
John Webb, Commissioner

For the Union

Fred Timpner, P.O.A.M.  
Ann Maurer, P.O.A.M.  
Mark DeBeau, Deputy  
James McBride, Deputy  
Sandy Roy, P.O.A.M.  
Debra Welsch, Secretary-Deputy

The undersigned arbitration panel chairman was appointed by the Michigan Employment Relations Commission on April 16, 1980 to serve as chairman of a panel of arbitrators in a dispute involving contract negotiations between these parties. These proceedings were instituted and conducted pursuant to the Michigan Police-Firefighters Arbitration Act (Act 312, Public Acts of 1969, as amended).

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

The purpose of arbitration proceedings under Act 312 is to provide an expeditious, effective and binding resolution to contract disputes between public police and fire departments and their employees. Under the Act the panel of arbitrators is required to hear evidence submitted by both parties on the matters in dispute and to select the last best offer of one of the parties on each economic issue; on economic issues the panel must select the precise offer of one of the two parties -- compromise is not permitted.

Section 9 of Act 312, as amended, sets forth eight factors which must be considered on and form the basis of its findings:

- (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 proceeding with the wages, 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 benefits, the continuity and stability 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 of wages, hours and conditions of employment through voluntary collective bargaining mediation, factfinding, arbitration or otherwise between the parties, in the public service or in private employment.*

ISSUES

At prehearing conference the parties identified the issues in dispute to be as follows:

1. Wages (economic)
2. Duration of contract (non-economic)
3. Seniority - effect of disciplinary time off (non-economic)
4. Pay for union members for time in negotiations (economic)
5. Prescription rider on insurance (economic)
6. Longevity cap (economic)
7. Shift differential pay (economic)
8. Changes in clothing allowance provision (economic)
9. Cost of living allowance (economic)
10. Retroactivity (economic)
11. Full pay for injury on duty (economic)
12. Seniority - length of time retained while on layoff (non-economic)
13. Layoff - employees hired under state and federal programs (non-economic)

COMPARABILITY

One of the eight factors Act 312 requires the panel to consider in rendering its award is a comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services in public and private employment in comparable communities.

Each party has provided the panel with data regarding wages and terms and conditions of employment from what the party considers "comparable communities". In large measure the communities put forth by one party as comparables are quite different from what the other party advances as comparables to Iosco County.

The comparables employed by the Union are thirteen counties in the lower peninsula of Michigan which have populations of between 25,000 and 50,000 (Iosco County having a population of 28,886). Those counties are spread geographically throughout the lower peninsula, the majority being in the southern half of the lower peninsula. The thirteen are: Alpena, Barry, Branch, Cass, Grand Traverse, Gratiot, Hillsdale, Huron, Ionia, Mecosta, Montcalm, Newaygo, Sanilac.

The comparables utilized by the County are: Alcona, Alpena, Arenac, Clare, Crawford, Gladwin, Montmorency, Ogemaw, Oscoda, Roscommon. All of these counties are located in the northeast portion of Michigan's lower peninsula and all are contiguous to Iosco or to each other.

Act 312 provides no definition of the term "comparable community". Many factors of varying degrees of weight have been used by arbitrators to determine comparability. Population, geographic location, property valuation, area size, county budget and employee unit size have all been used as bases for comparison. No one factor can be determinative, and as many factors as are relevant must be considered. There is no magic formula.

A principal objective here to determine what are fair and reasonable contract terms for members of this bargaining unit in

relation to the terms of contracts under which employees work in similar units and similar employers.

In any one list of comparable communities submitted by a party there will often be some communities that are quite similar to the one in question and some that are too dissimilar to be fairly regarded as comparable; that is the case here. The principal criterion used by the Union is population size, while that of the County is geographic location. Beyond that, some culling is required.

Iosco County is located in the Northeastern portion of the lower peninsula on the shore of Lake Huron. The 1976 Bureau of the Census population estimate for Iosco was 28,886. 1978 total county taxes amounted to \$1,076,437, or \$37.27 per capita. Its land area is 544 square miles and a state real property equalized valuation for 1979 is \$233,260,744. The county's sheriff department budget for 1980 was \$622,129, which comprised 30% of the total county budget. The Iosco County sheriff department consists of 34 employees, including an undersheriff, deputies, jailers, cooks, matrons, an animal control officer, a detective and a janitor. The county is largely rural, with a few population centers of modest size.

Major economy features are agriculture and tourism, along with a sizeable federal military installation. The Iosco County sheriff department is a full-compliment professional unit with a jail facility. The department performs court officer, road patrol, civil process, emergency medical, prisoner lodging and criminal investigation and arrest functions. The department operates county-wide except for those duties performed by independent police agencies in a few cities or townships and the Wurtzsmith Air Force Base.

Of the 13 counties cited by the Union only one is geographically proximate to Iosco: Alpena. All 13 are larger in population than Iosco, but Alpena, Newaygo and Sanilac are within a 10% variation, with Alpena closest to Iosco in population. Barry, Cass, Grand Traverse, Gratiot, Hillsdale, Ionia, and Montcalm, being in a population group of at least 30% larger than Iosco can not be more than marginally comparable. Of the other six counties, Mecosta and Newaygo are relatively close to Iosco in terms of per capita taxes; the other four are substantially higher in per capita taxes.

Of the County's ten "comparable" counties, Alcona, Arenac, Crawford, Montmorency and Oscoda are less than half the size of Iosco in population and all but Alpena are smaller in population than Iosco. The state equalized valuation is lower than Iosco in all ten, with the same five as above having close to or less than half the S.E.V. of Iosco.

When all the factors put forth by the parties are considered, the least dissimilar counties are: Alpena, Clare, Mecosta, Newaygo, Gladwin and Ogemaw.

Both parties selected Alpena as a comparable; the County uses Clare, Gladwin and Ogemaw; the Union uses Mecosta and Newaygo. Alpena, Ogemaw and Clare are geographically close to Iosco, and Mecosta and Newaygo are not too distant from Iosco to rule them out. While Gladwin and Ogemaw are considerably smaller than Iosco in population, they tend to be offset by the higher populations in Mecosta, Alpena, and Newaygo. S.E.V., per capita income and department size figures also balance out relatively close to Iosco among those counties.

While the chairman has selected those six counties as one set of comparables from among those used by the parties, the choice is not of overriding significance. The six are not determinative of comparability as each of the parties' comparables are considered below. Moreover, the data relating to terms and conditions of employment in comparable communities, as already noted, is but one of several factors considered in rendering decisions in this opinion.

I. WAGES

Present: Wage rates currently being paid as of  
January 1, 1978 are as follows:

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Detective Sergeant	\$13,116.56	13,116.56	13,116.56	13,116.56
Sergeant	13,116.56	13,116.56	13,116.56	13,116.56
Deputy	10,641.68	11,338.25	12,008.78	12,741.32
Animal Control Officer	9,365.72	9,928.83	10,522.33	11,154.88
Secretary Deputy	8,517.25	9,200.80	9,819.25	10,307.50
Cooks (hourly)	3.24	3.30	3.35	3.42
Asst. ACO (hourly)	4.00	4.21	4.43	4.53
Matron	3.48	3.73	3.85	3.98

County's Last Best Offer:

<u>Effective January 1, 1979</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Detective	\$14,197	\$14,197	\$14,197	\$14,197
Sergeant	14,197	14,197	14,197	14,197
Deputy	11,439	12,189	12,909	13,697
Secretary Deputy	9,156	9,890	10,555	11,081
Animal Control	10,068	10,673	11,311	11,991
Ass't. Animal Control	4.30/hr.	4.53/hr.	4.76/hr.	4.87/hr.
Matron	3.80/hr.	4.05/hr.	4.17/hr.	4.30/hr.
Cook	3.59/hr.	3.65/hr.	3.70/hr.	3.77/hr.

---

<u>Effective January 1, 1980</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Detective	15,361	15,361	15,361	15,361
Sergeant	15,361	15,361	15,361	15,361
Deputy	12,411	13,225	14,006	14,861
Secretary Deputy	9,934	10,730	11,452	12,023
Animal Control	10,923	11,579	12,272	13,010
Ass't. Animal Control	4.67/hr.	4.92/hr.	5.16/hr.	5.28/hr.
Matron	4.12/hr.	4.39/hr.	4.52/hr.	4.67/hr.
Cook	3.90/hr.	3.96/hr.	4.01/hr.	4.09/hr.

---

<u>Effective January 1, 1981</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Detective	16,624	16,624	16,624	16,624
Sergeant	16,624	16,624	16,624	16,624
Deputy	13,465	14,349	15,196	16,124
Secretary Deputy	10,778	11,642	12,425	13,045
Animal Control	11,851	12,563	13,315	14,116
Ass't. Animal Control	5.07/hr.	5.34/hr.	5.60/hr.	5.73/hr.
Matron	4.47/hr.	4.76/hr.	4.90/hr.	5.07/hr.
Cook	4.23/hr.	4.30/h4	4.35/hr.	4.44/hr.



Union's Last Best Offer:

The Union submits a separate final offer of settlement for each classification and for each year of the contract. Each of the 24 final offers of settlement below, are mutually exclusive of each other;

Deputy - Effective January 1, 1979: 8½% for all steps  
Effective January 1, 1980: 8½% for all steps  
Effective January 1, 1981: 9% for all steps

Detective Sergeant - Effective January 1, 1979:  
5% over 3 year Deputy  
Effective January 1, 1980:  
5% over 3 year Deputy  
Effective January 1, 1981:  
5% over 3 year Deputy

Sergeant - Effective January 1, 1979: 5% over 3 year Deputy  
Effective January 1, 1980: 5% over 3 year Deputy  
Effective January 1, 1981: 5% over 3 year Deputy

Animal Control Officer - Effective January 1, 1979:  
8½% for all steps  
Effective January 1, 1980:  
8½% for all steps  
Effective January 1, 1981:  
9% for all steps

Secretary Deputy - Effective January 1, 1979:  
\$2,000 below Deputy at corresponding  
service length step.  
Effective January 1, 1980:  
\$2,000 below Deputy at corresponding  
service length step.  
Effective January 1, 1981:  
\$2,000 below Deputy at corresponding  
service length step.

Matron - (Present salary \$7,509 or \$3.61/hr. not shown in  
Revised Union Exhibit 12.)  
Effective January 1, 1979: 72¢ per hour equity  
adjustment at 3 year step (\$9,006).  
62¢ per hour at 2 year step over present rate  
52¢ per hour at 1 year step over present rate  
42¢ per hour at starting rate over present rate  
Effective January 1, 1980: 8½% for all steps  
Effective January 1, 1981: 9% for all steps

Cook - Effective January 1, 1979:  
62¢ per hour equity adjustment at 3 year step (\$8,403)  
52¢ per hour at 2 year step  
42¢ per hour at 1 year step  
32¢ per hour at starting rate  
Effective January 1, 1980: 8½% for all steps  
Effective January 1, 1981: 9% for all steps

Assistant Animal Control Officer - Effective January 1, 1979:  
8½% for all steps  
Effective January 1, 1980:  
8½% for all steps  
Effective January 1, 1981:  
9% for all steps

Any January 1, 1979 final offer awarded for any classification shall be retroactive to January 1, 1979.

Any January 1, 1980 final offer awarded for any classification shall be retroactive to January 1, 1980.

The wage table below is submitted for illustrative purposes only. It is not intended to represent a final wage offer by the Union as a package for all classifications for all years of the contract. Rather, it illustrates the effect on wages should the Panel adopt all final wage offers of the Union for all classifications and all years:

January 1, 1979:

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Detective Sergeant	\$14,515	\$14,515	\$14,515	\$14,515
Sergeant	14,515	14,515	14,515	14,515
Deputy	11,546	12,302	13,030	13,824
Animal Control Officer	10,162	10,773	11,417	12,103
Secretary Deputy	9,546	10,302	11,030	11,824
Matron				9,006
Cook (Hourly)	3.56	3.72	3.87	4.04
Ass't. A.C.O. (Hourly)	4.34	4.57	4.81	4.92

January 1, 1980:

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Detective Sergeant	\$15,749	\$15,749	\$15,749	\$15,749
Sergeant	15,749	15,749	15,749	15,749
Deputy	12,527	13,348	14,138	14,999
Animal Control Officer	11,026	11,689	12,387	13,132
Secretary Deputy	10,527	11,348	12,138	12,999
Matron				9,772
Cook (Hourly)	3.86	4.04	4.20	4.38
Ass't. A.C.O. (Hourly)	4.71	4.96	5.22	5.34

January 1, 1981:

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Detective Sergeant	\$17,657	\$17,657	\$17,657	\$17,657
Sergeant	17,657	17,657	17,657	17,657
Deputy	13,654	14,549	15,410	16,349
Animal Control Officer	12,018	12,741	13,502	14,314
Secretary Deputy	11,654	12,549	13,410	14,349
Matron				10,651
Cook (Hourly)	4.20	4.40	4.58	4.77
Ass't. A.C.O. (Hourly)	5.13	5.41	5.69	5.82

\*\*\*\*\*

The evidence presented by the parties in support of their last best offers of settlement on the wage rate issue will be considered in light of the eight factors set out in Act 312.

(a) Lawful authority of the employer:

No evidence or argument was presented by either party pertinent to this factor except as it relates to ability to pay, which is considered below.

(b) Stipulations of the parties:

No stipulations were made relative to this issue except as may be noted below.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs:

It is certainly in the interest and welfare of the public to be afforded a professional and capable sheriff's department to afford police protection, law enforcement and other services rendered by the department at a reasonable cost. Wage rates play a role in maintaining good morale among employees and attracting and keeping good employees. Those rates should not, however, be such as to constitute an unreasonable and excessive financial burden on the

County and its taxpayers.

The County presented a considerable amount of documentary and testimonial evidence on the ability to pay the wages demanded by the Union.

According to John Webb, Chairman of the County Board of Commissioners, Iosco is a largely rural county with little industry and a considerable land area that is "off the tax rolls" (National forest and military installation). The County provides police, medical, mental health, court, tax and recording services to a largely low to moderate income population.

According to David George, Chairman of the Board of Commissioners' Finance Committee, the County has a millage rate fixed at 4.5 mills for five years (set in November of 1976). The County began 1979 with a sizeable fund balance which was largely depleted by the start of the 1980 fiscal year. By July of 1980, the County was projecting a deficit for 1980 of between \$100,000 and \$200,000. Increased costs, an estimated decrease in population and lowered bond ratings have impacted negatively on the County's financial position. The County has frozen all hiring and promotions, has eliminated certain capital expenditures and is not filling positions that open up. With two-thirds of the budget going to personnel costs, layoffs are considered to be very likely. While the sheriff's department is currently \$13,000 over budget, there is in the 1980 budget a contingency fund for wage increases awarded in arbitration. Moreover, the County anticipates receiving \$250,000 in 1980 federal revenue sharing funds (not reflected in budget). The Board of Commissioners has earmarked those anticipated receipts for debt retirement and capital improvements (including expansion of the airport to stimulate commercial growth).

It is apparent that the County has real financial problems that could result in layoffs and cuts in services to the public regardless of the impact of this award. While the Chairman is unable to firmly conclude that the County is absolutely unable to pay the wage rates sought by the Union, it is evident that great weight must be given to the financial condition of the County in rendering an equitable award.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally:
  - (i) in public employment in comparable communities;
  - (ii) in private employment in comparable communities.

Little or no evidence was presented on wages paid in private employment in comparable communities. Considerable evidence of wages paid in similar classifications in comparable communities was presented. That evidence is analyzed below.

- (e) The average consumer prices for goods and services commonly known as the cost of living

It is clear that the cost of living has risen steadily over the past several years, reducing purchasing power in the absence of commensurate increases in income. Inflation affects both employer and employee but is particularly damaging to the wage earner in his provision of basic human needs. Increases in wages must be accepted as vital to, in some degree, offset the effects of inflation.

The Union calculates that at the end of 1979 the deputies' salary was almost 20% behind the rise in the Consumer Price Index, assuming that the CPI and the deputies' wage rate were "even" at the start of 1976. On this basis the Union asserts that the present wage rate will be 34% behind the rise in the C.P.I. at the end of 1980 (assuming a 12% rise in the CPI this year).

Increase in the cost of living is assuredly a factor that calls for an increase in wage rates. Whether or not the rate increase can or should match the percentage increase in the cost of living depends primarily upon the ability of the employers to pay and the reasonableness of the resulting rate of pay in light of the services performed and the rates of similar services paid in comparable communities.

(f) The overall compensation presently received by the employees (wages, vacations, holidays, excused time, insurance, pensions, medical benefits, continuity and stability of employment and all other benefits received).

Under the contract in effect the employees receive benefits in the form of uniforms, sick leave, longevity pay, funeral leave, holiday pay, medical and hospitalization insurance, life insurance, vacation days and a retirement program. No evidence was proffered by the parties that allows a comparison of these benefits with other sheriff department employees. Review of the contract provisions relating to such benefits discloses nothing that particularly adds to or detracts from the position of either party on any of the issues presented in this arbitration except as may be specifically noted below.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

No relevant changes are noted by either party or the panel.

(h) Such other factors which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

The County submits that an important consideration is the wage and benefit settlements reached with other County employees.

In 1979 employees represented by United Steelworkers of America (clerks, bookkeepers, typists, etc.) and employed in the Treasurer's, Clerks, Register of Deeds, and other County departments, received a wage increase of 30¢ per hour (on a 35 hour week). The County computes its 1979 offer to the Sheriff's department employees at 46¢ per hour (with a 40 hour week). For 1980 the Courthouse employees received a negotiated raise of 7% or 30¢ an hour, whichever is higher (for most of those employees the raise will amount to between 7% and 8%).

In 1979 Iosco County officials (including elected officials) received a 6% raise; in 1980 they received 7%.

The County argues that even under its own offer the Sheriff's department employees will receive more favorable treatment than other employees.

Although perhaps of less significance than the rates of pay received by Sheriff's department employees in comparable communities, this factor is certainly one that must be considered.

#### DISCUSSION:

The Union proposes a three year agreement, for the period January 1, 1979 to December 31, 1981. The wage rates presently paid were set for the County and approved by the unit members in September of 1978 with payment at those rates retroactive to January 1, 1978. At that time the parties were without a collective bargaining agreement in effect, as the prior two year contract expired January 1, 1978.

The County's wage offer for deputies (at top step) amounts to increases of 7.5%, 8.5% and 8.5% over the three years. The increases for sergeants and detectives are 8.2%, 8.2% and 8.2%, with a differential between those classifications and deputy maintained at \$500. Increases proposed in the other classifications are essentially the same as those for the deputies.

The wage increases proposed by the Union amount to 8.5%, 8.5% and 9% for deputies over the three years. The Union would set the rates of detectives and sergeants at 5% over the top-step rate for deputies (actual increases over the three years being 10.7%, 8.5% and 12%). The Animal Control Officer and his assistant would receive wage increases at the same percentages as the deputies under the Union proposal. Matrons and cooks would receive 18% wage increases in the first year and 8.5% and 9% increases in the second and third years. The secretary deputy would receive a salary rate set at \$2,000 below the rate for deputies, and over the three years the percentage increases would be 14.7%, 9.9% and 10.4%.

Each party relies heavily on wage rates in comparables to support its wage proposal.

Wage rates paid in the comparable counties as shown in the record are as follows:

Wage rates - Deputies - (Top of Scale)

<u>County</u>	<u>1979</u>	<u>1980</u>	<u>1981</u>
Alpena	13,666	14,706	15,850
Mecosta	14,105	*	*
Newaygo	13,883	15,883	16,677
Gladwin	12,860	13,637	*
Ogemaw	12,022	12,896	*
Clare	*	13,100	14,410
Average:	13,307	14,044	15,646
Iosco County Offer:	13,697	14,861	16,124
Iosco Union Offer:	13,824	14,999	16,349



Wage Rates - Segeants/Detectives

<u>County</u>	<u>Classification</u>	<u>1979</u>	<u>1980</u>	<u>1981</u>
Alpena	Detective	*	15,445	16,589
Alpena	Sergeant	14,301	*	*
Clare	Sergeant	*	13,018	15,200
Clare	Detective	*	14,034	15,437
Mecosta	Sergeant	14,605	*	*
Newaygo	Sergeant	14,783	16,783	17,622
Gladwin	Sergeant	13,260	14,032	*
Gladwin	Detective	13,460	14,232	*
Ogemaw	Sergeant	*	12,896	*
Average	Combined	14,082	14,349	16,212
County Offer	--	14,197	15,361	16,624
Union offer	(5% over Union deputy offer)	14,515	15,749	17,166
Union offer	(5% over County deputy offer)	14,382	15,604	16,930

Wage Rates - Animal Control Officer

<u>County</u>	<u>1979</u>	<u>1980</u>	<u>1981</u>
Alpena	12,002	*	*
Mecosta	12,805	*	*
Newaygo	13,000	*	*
Average	12,602		
County Offer	11,991	13,010	14,116
Union Offer	12,103	13,132	14,314

Wage Rates - Matron

<u>County</u>	<u>1979</u>	<u>1980</u>	<u>1981</u>
Alpena	8,632	*	*
Mecosta	9,984	*	*
Newaygo	12,044	*	*
Average	10,220	-	-
County Offer	8,944 (4.30 x 2080)	9,714 (4.67 x 2080)	10,546 (5.07 x 2080)
Union Offer	9,006	9,772	10,651

(\* Not reflected in evidence)

Wage rates for Deputy/Secretary positions in the comparable communities was largely not reflected in the evidence. The evidence does suggest that the position in Iosco County is somewhat unique and is not easily compared with positions in other counties.

Data on wage rates for Assistant Animal Control officer in the comparable communities was minimal, not affording a valid basis for comparison.

The only wage rate found in the evidence from comparable counties for cooks was an annual salary of \$8,632 paid in 1979 in Alpena County. The annualized rate in the County's offer of \$3.77 per hour for 1979 is \$7,842; and the Union offer of \$4.04 for 1979 is \$8,403.

CONCLUSION:

Sergeants and Detectives -

The County's offer for Sergeants and Detectives would put both classifications above the average paid in the comparables in all three years; slightly below Alpena in the first two years but then ahead of Alpena in the third; several hundred dollars below Newaygo and Mecosta, several hundred dollars ahead of Ogemaw, Gladwin and Clare.

The Union's offer would place these rates several hundred dollars above the average in each year and slightly below Mecosta and Newaygo, using the Union's deputy rate as the base. Using the County's deputy wage proposal and adding 5%, the difference between the Union proposal and the County proposal is about \$300 each year.

Neither party's offer is far out of line with what is being paid in like-counties.

Under the County's offer, a \$500 a year pay differential between deputies and sergeants/detectives would be maintained. Under the Union's offer the differential would be maintained at 5% over

top-scale deputy pay. The differential sought by the Union appears to be more in line with the comparables and such a percentage differential is more equitable than the flat dollar amount offered by the County.

The percentage increases under the County's proposal over the three years would be 8.2%, 8.2%, 8.2%; with the County's last offer on deputy salaries being adopted below, the Union's proposal for Sergeants and Detectives amount to increases of 9.6%; 8.5%; 8.5%.

The County offer is not unreasonable except with regard to the differential. Since there are very few officers who fall under these two classifications and as the difference between the Union and County offers is only about \$300 per year, acceptance of the Union proposal would not have a noticeable effect on the County's financial condition. On balance the Union proposal of 5% over deputy salary is the more reasonable and should be adopted.

#### Deputies -

For the deputies the comparable data indicates that the County's offer would place the deputies for 1979 above the average salary and second only to Mecosta and Newaygo (slightly). Again in 1980 the deputies would be well above the average yet behind Newaygo. In 1981 the deputies would be well ahead of Alpena but behind Newaygo.

Under the Union's offer the relative position of the deputies would be no different than under the County's offer.

In flat percentages the County offer is for a 24.5% increase over the three years; the Union's is for 26%. Both parties propose an 8.5% increase in 1980 salaries.

The parties are not terribly far apart on the first and third year's wages. The actual dollar salaries that would result under the Union offer would put the deputies more in step with the rate of inflation, but it would also run contrary to the poor financial condition of the County and is considerably higher than the settlements negotiated with other

County units.

On balance, the last best offer of the County on deputies' salaries in each of the three years is the more reasonable one.

Secretary-Deputy -

The County proposes increases in the salary of the Secretary-Deputy of 7.5%; 8.5% and 8.5%. The Union seeks to establish the position's wages at \$2,000 below deputy wages for all three years of the contract.

Deputy/Secretary - Deputy Comparison

<u>Classification</u>	<u>Proposal</u>	<u>1978</u>	<u>1979</u>	<u>1980</u>	<u>1981</u>
Deputy	County	12,741	13,697	14,861	16,124
Sec'y/Deputy	County	10,308	11,081	12,023	13,045
<hr/>					
Sec'y/Deputy	\$2,000 under County offer to Deputies	10,308	11,697	12,861	14,124

Little data is found in the evidence on wages paid to employees in this classification in other counties, purportedly because the position is Iosco is somewhat unique.

This position is currently filled by one person - Deputy Debra Welsch. From Deputy Welsch's testimony, her duties are as follows: personal secretary for all members of department, supervise matrons, inspect firearms, investigate rape cases, investigate child abuse cases, transport female prisoners, keep all office records and prepare department reports. Deputy Welsch is a certified police officer, carries a firearm and is uniformed. She may accompany deputies on functions such as drug raids when females are believed to be suspects. It is the opinion of the Chairman that Deputy Welsch may be misclassified in the Secretary-Deputy position, considering the functions

performed. Besides similarities in the Secretary/Deputy and Deputy positions, Deputy Welsch works day shift on every Saturday and Sunday, afternoon shift on Monday, Tuesday and Wednesday, with Thursday and Friday off.

The \$2,433 differential between Secretary-Deputy and Deputy salaries in 1978 is much too great. That differential would increase substantially under the County's offer.

The last best offer of the County for Secretary-Deputy salary is simply not equitable. The offer of the Union - \$2,000 below Deputy salary in each of the three years - must be adopted.

Animal Control Officer -

The offers of the parties for animal control officer are the same as their offers for deputies. The comparable county data for this position is minimal. The 1979 rate in Alpena County is \$12,002. The County offer for 1979 is \$11,991; the Union's is \$12,103. The County's offer for 1979 is not out-of-line and on the basis of the other factors that must be considered, the County's offer is the more reasonable.

Assistant Animal Control Officer -

The percentage increases proposed by the parties are the same as for animal control officer. Again, little comparable data is available for this position. No problem concerning the differential between the wage rates of the animal control officer and the assistant are suggested or found. To maintain the same, the offer of the County should be adopted.

Matron -

The County proposes increases of 8%; 8.5%, and 8.5%. The Union proposes an equity adjustment in the first year (18% at top

of scale); 8.5% the second year; 9% the third year.

The matrons make out reports on arrests and accidents, keep records, do bookings of prisoners, care for female prisoners, and perform typing and dispatching work. In 1978 the matrons were paid \$3.98 an hour; under the County offer they would go to \$5.07 per hour in 1981 at top step. Relevant comparable data was submitted only for 1979 rates. Alpena paid \$8,632; Mecosta \$9,984; Newaygo \$12,044. Correlating salaries under the County offer at top step would be \$8.944 for 1979. The Union offer for 1979 is \$9,006.

The wage rate for the matron under the County offer would be 7¢ higher than the rate for a clerk-typist in the county clerk's office in 1980. Unlike a clerk-typist the matron must deal with prisoners and work 40 hour weeks, may work a day or night shift, is on-call if needed during an off-shift and supervise the duties of jailers (temporary employees).

A problem exists in dealing with the last best offers in this classification. The Union's last best offer assumes a present (1978) wage rate for matrons of \$3.61 per hour while the correct 1978 rate is \$3.98. The Union proposes a 72¢ equity adjustment at top step for 1979 and calculates the resulting salary per year at \$9,006. With the true 1978 rate of \$3.98, a 72¢ raise in 1979 would result in yearly pay of about \$9,775. The latter figure would represent a greater increase than could be granted. Therefore, the Chairman recognizes the total dollar figure of \$9,006 as the Union's last best offer for matrons at top step in 1979 with equal raises in terms of percentage differences between that figure and the actual yearly total for top step matron in 1978 to be applied to 1978 matron wage rates in the other steps to compute the 1979 rates.

The last best offer of the Union for 1979 is more reasonable than the County's in moving the matron's wages more in line with the comparables in evidence. Having adopted the Union's last best offer for 1979, the panel is required under Act 312 to also adopt the 1980 and 1981 proposals of the Union, being 8.5% and 9% increases respectively.

Cooks -

The County's last best offer amounts to about 10%; 8.5%; and 8.5%. The Union proposes an equity adjustment in 1979 (about 18% at top step); 8.5% and 9%. Comparable data on cooks is miniscule. Alpena County paid \$8,632 in 1979. The County's 1979 proposal of \$3.77 per hour at 2080 hours would equal \$7,841.60. The Union's 1979 proposal of 62¢ at top step would result in an annualized rate of \$8,403.

Based on the evidence presented, the Union's offer for 1979 is more equitable than that of the County and should be adopted. Again, having chosen the Union's last best offer for 1979, the panel is required to also adopt the 1980 and 1981 proposals of the Union for cook's wage rates.

II. COST OF LIVING ALLOWANCE

The present contract contains no cost of living allowance provision.

The Union proposes a cost of living allowance (COLA) which would provide quarterly payments calculated on the basis of .3 increase in the Consumer Price Index shall equal 1¢ increase per hour, which amount would be added to and increase the base wage of each employee. COLA would take effect at the start of the second year of the contract. The Union submits that the employees' wage rates will continue to fall behind the cost of living without such an allowance, and that the employees' standard of living will continue to drop.

The County opposes a COLA provision for the reason that the employees will receive substantial pay increases without such an allowance, because other counties do not pay COLA, and because of the unpredictable financial impact on the County.

None of the comparable counties provide COLA for their sheriff department employees and no Iosco County employees have COLA.

As the County correctly points out in its brief, the employees will receive substantial wage increases on top of step increases and increases in other benefits.

The real and potential cost of such a provision is another problem with the proposed COLA provision.

All things considered, the Union's proposal on COLA cannot be recommended.



III. LONGEVITY

Present:

"Section 82. Longevity Pay. The following rates of longevity pay are to be paid to each full-time employee covered by this Agreement:

From 0 through 4 years	0.0%
From 5 through 9 years	2.0%
From 10 through 14 years	4.0%
From 15 through 19 years	6.0%
From 20 up to retirement	8.0%

The above percentages are based on the employee's base pay for the year, not to exceed a yearly base of ten thousand dollars (\$10,000.00).

Longevity pay will be paid on the first day in December."

Last Best Offer of Union:

Remove base pay cap of \$10,000 (use employee's actual base wage for year), and make new provision retroactive to January 1, 1980.

Last Best Offer of County:

Increase yearly base cap from \$10,000 to \$12,000.

Discussion:

The Union submits that its proposal is supported by the comparables, that the base salary cap destroys the purpose of the percentage formula and that the cap proposed by the County would not even maintain the status quo.

The County contends that its proposed provision is better than those in all but one of the area counties, and that the County proposal leaves room for negotiated increases in the future while the Union proposal would remove the item from the realm of negotiation.

LONGEVITY

<u>County</u>	<u>Contract Term</u>	<u>Provision</u>
Alpena	1/78-12/80	8 years - 2% 15 years - 4% 20 years - 6% (Calculated on actual base.)
Clare		3 years - 2.5% 7 years - 5% 10 years - 7.5% 15 years - 10% 20 years - 12.5% (no cap)
Mecosta	1/79-12/79	5 years - \$460 10 years - \$720
Newaygo	1/80-12/82	5 years - 2% 8 years - 3% 11 years - 4% 14 years - 5% 17 years - 6% 20 years - 8% (Calculated on \$6,000 base.)
Gladwin		5 years - 3% 9 years - 4% (Calculated on \$12,000 base.)
Ogemaw		None

Of the comparables one has no longevity, two have percentage formulae without caps, two have percentage formulae with caps of \$6,000 and \$12,000 respectively, and one has a flat dollar amount payout.

The County's proposal is better than existing longevity provisions in all but Alpena and Clare. The Union's proposal is better than all but Clare, which is considerably ahead of all the others.

Both parties accept the principle of longevity payments, and the principle is a good one, promoting the retention of experienced personnel and properly compensating for that experience.

Acceptance of the County's proposal on deputy wages minimizes the financial impact of elimination of the cap. Moreover, according to County Exhibit 56, ten people received longevity payments and nine of those were on the lowest step. The difference between the two proposals in one year is about \$306.

As noted, the comparables are split on longevity provisions, but the more equitable provision is that proposed by the Union.

IV. SHIFT DIFFERENTIAL

Present: None

Last Best Offer of Union:

"The Union submits either A or B, which are mutually exclusive, for the consideration of the Panel.

- A. Effective January 1, 1980:  
Shift differential shall be paid to all employees working Afternoons and Midnights at the following schedule:

AFTERNOONS- (Any shift beginning on or after 11:00 A.M.)  
10¢ per hour.

MIDNIGHTS- (Any shift beginning on or after 11:00 P.M.)  
15¢ per hour.

- B. Effective January 1, 1980:  
Shift differential shall be paid to all employees working Afternoon and Midnights at the following shedule:

AFTERNOONS- (Any shift beginning on or after 11:00 A.M.)  
10¢ per hour. Effective January 1, 1981, 2% of base wage.

MIDNIGHTS- (Any shift beginning on or after 11:00 P.M.)  
15¢ per hour. Effective January 1, 1981, 3% of base wage.

Shift Differential to be retroactive to January 1, 1980."

Last Best Offer of County:

There should be no shift differential pay.

Discussion:

Presently the sergeants and deputies work three regular shifts -- days, afternoon and midnights -- and a swing shift. These shifts are rotated among the officers (except for swing shift) each week. An officer typically has one weekend off in a 28 day period and works 14 evenings in a 28 day period. A typical schedule would be as follows:

<u>Day</u>	<u>Day of Week</u>	<u>Shift</u>
1	Tuesday	11 P.M. to 7 A.M.
2	Wednesday	"
3	Thursday	"
4	Friday	"
5	Saturday	"
6	Sunday	"
7	Monday	"
8	Tuesday	Off duty at 7 A.M.
9	Wednesday	Off duty
10	Thursday	3 P.M. to 11 P.M.
11	Friday	"
12	Saturday	"
13	Sunday	"
14	Monday	"
15	Tuesday	"
16	Wednesday	"
17	Thursday	Off duty
18	Friday	Off duty
19	Saturday	7 A.M. to 3 P.M.
20	Sunday	"
21	Monday	"
22	Tuesday	"
23	Wednesday	"
24	Thursday	"
25	Friday	Off duty
26	Saturday	Off duty
27	Sunday	Off duty
28	Monday	Off duty

According to the testimony of Deputy DeBeau, the rotating shift schedule puts a real strain on one's family life and results in problems with sleeping, eating and work habits.

The Union seeks to implement a shift premium to compensate the employees for working undesirable hours and for the personal sacrifices required.

The County submits that all the employees are similarly affected by any inconvenience caused by afternoon or evening shifts and, therefore, there is no need for added money to induce or compensate those who work a late shift.

SHIFT DIFFERENTIAL

<u>County</u>	<u>Provision</u>
Alpena	Afternoon: 10¢/hr. Midnight: 20¢
Clare	None
Mecosta	Afternoon: 25¢ Midnight: 15¢
Newaygo	Afternoon: 15¢ Midnight: 20¢
Gladwin	None
Ogemaw	Afternoon: \$2.50/day Midnight: \$2.75/day

Of the ten counties geographically closest to Iosco (the comparables cited by the County), only Alcona, Alpena and Ogemaw pay some form of shift premium. Of the 13 counties cited by the Union as comparables, five are shown to pay shift premiums. This question is particularly difficult to study in terms of comparables because no evidence is found in the record concerning how shifts are scheduled in the other counties and whether shifts are rotated among the employees.

If there were fixed shifts in Iosco there is no question that shift premiums should be paid, but with rotating shifts as in Iosco the rationale really doesn't apply.

On the other hand the rotating shift schedule is clearly a very tedious one for the officers and compensation for that aspect of the job should be reflected in their pay.

The record is devoid of any mention of discussions or negotiations between the parties regarding fixed shifts versus rotating shifts, and it is not known to the Chairman whether the officers prefer a rotating shift over fixed shifts with paid differentials. This is an issue that the parties should explore in collective bargaining. Nevertheless, the justification for shift premium pay just does not exist under the present system.

V. PAY FOR UNION MEMBERS' TIME IN NEGOTIATIONS

Present:

"Section 30. Lost Time. The Steward shall be permitted time to investigate, present and process grievances on the Employer property without the loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the Employer Representative. Time spent on grievances shall not interfere with the normal workings of the Department."

Last Best Offer of Union:

"Section 30. Lost Time.

Add to existing language -- The Local Association Bargaining Committee shall consist of three (3) members. A maximum of two (2) persons shall be released from work without loss of time or pay. Any member of the Local Association Bargaining Committee may be called out of such meetings to work in an emergency.

Pay for Union Members' Time in Negotiations to be effective January 1, 1981."

Last Best Offer of County:

There should not be any further language relating to bargaining pay in the contract.

DISCUSSION:

While the contract does not presently provide for payment of wages to employees who attend negotiating sessions at times they would otherwise be on duty, testimony given at the hearing in this case indicated that the Sheriff has not been opposed to paid time for bargaining and has, in fact, allowed deputies to attend some sessions without loss of wages or benefits.

Alpena and Clare Counties permit (by contract) one bargaining team member to be paid his regular pay for time spent in negotiations when he otherwise would have been on duty. Newaygo County provides

for pay without limitation on a number of employees. The other counties have no provision.

This is an issue that is difficult to consider on the basis of experience in comparable communities. Payment for time in negotiations is frequently done without provision therefor in a contract. Such provisions can be an aid to both parties in the bargaining process and are very reasonable.

Any concerns of the County regarding the effect of such a provision on law enforcement should be met by the provision allowing call-out in emergencies.

The last best offer of the Union must be recommended.

VI. FULL PAY FOR INJURY ON DUTY

Present:

"Section 85. Workmen's Compensation Differential. In the event an employee is disabled due to on-the-job injury and is drawing workmen's compensation benefits, he may, for a period not to exceed two (2) months, utilize his accumulated sick leave to make up the difference between his workmen's compensation benefit and eighty percent (80%) of his regular straight time pay."

Last Best Offer of Union:

"Section 85. Worker's Compensation Differential. An active employee who is not retired under the provisions of the current retirement system and who is disabled due to an illness or injury arising out of or in the course of his/her employment with the County (within the meaning of the Michigan Worker's Compensation Act) shall be compensated for all time lost at the rate of 80% of his/her regular straight



time pay, less any Worker's Compensation benefits paid for that lost time, for the first six (6) months of such disability. After the first six (6) months, the employee may utilize any accumulated paid time off (including sick time) to supplement Worker's Compensation and/or Social Security up to 80% of straight time pay.

Pay for Injury on Duty to be effective January 1, 1981."

Last Best Offer of County:

Continue existing language.

Discussion:

The County contends that it already provides well for an injured or disabled employee through its provision of worker's compensation insurance, social security taxes, and retirement plan contributions on top of the present contract provision. A guarantee of wages higher than the statutory workman's compensation scheme, according to the County, would be unreasonable.

Among the comparable counties Alpena, Mecosta and Ogemaw have no provision on this issue. Newaygo and Clare pay the difference between net pay and worker's compensation benefits for six months. Gladwin pays the difference between worker's compensation benefits and 80% of full pay for six months, then allows use of accumulated sick leave for the same result.

There is insufficient support for the Union proposals among the comparables, and the present plan does not compare unfavorably overall with the others. In fact, with the relatively good sick leave accumulation provision, the present provision is not too bad. The last best offer of the County is adopted.

VII. RETROACTIVITY

Last Best Offer of Union:

In all instances where the Union's last best offer is awarded by the panel, such benefits shall be retroactive to January 1, 1979, unless otherwise specified in the offer by the Union.

Last Best Offer of County:

- a) Wages. 1979 wages to be retroactive to January 1, 1979, for all employees now on the payroll. 1980 wages to be retroactive to January 1, 1980, for all employees now on payroll. Wage related items such as longevity pay, vacations, holiday, to be adjusted to be paid at wage rate in effect at appropriate time.
- b) Longevity Cap. Proposed change to be effective in 1980.
- c) Clothing Allowance. Proposed change to be effective as of date of arbitrator's award.
- d) Remainder of contract to be effective as of the date of the arbitrator's award.

Discussion:

The only issues for which the retroactivity proposals of the parties differ are shift differential and COLA. As neither proposal is adopted, no issue remains concerning retroactivity.

VIII. DURATION

The parties have stipulated to a three year agreement commencing January 1, 1979 through December 31, 1981.

IX. SENIORITY - EFFECT OF DISCIPLINARY TIME OFF

This issue was withdrawn without prejudice by the Union.

X. PRESCRIPTION DRUG RIDER

The parties have stipulated that the provision sought by the Union has been implemented by the County.

XI. CLOTHING ALLOWANCE

The parties have both proposed that the present provision on uniforms be amended to include uniform provision for Animal Control Officers and Assistants, Cooks, and Matrons; and a provision for clothing allowance of \$300 per year (payable January 1st) for Detectives. This provision is to take effect 30 days from the date of this award, as agreed by the Union.

XII. LAYOFF - EMPLOYEES HIRED UNDER STATE AND FEDERAL PROGRAMS

Present:

No language relating to employees hired under state and federal programs.

Last Best Offer of Union:

Maintain present provision on seniority and layoff without change and without addition of language proposed by County.

Last Best Offer of County:

The contract should contain language as follows:

"Section . . . Programs Funded by the State or Federal Government. The County and Union recognize unusual circumstances created in the case of special programs or projects funded wholly or in part by state or federal funds. If persons are hired into positions supported by state or federal funds, and such positions are normally covered by the collective bargaining agreement, such persons shall work under the terms and provisions of this agreement, but may be laid off if funding supporting such positions is discontinued or ceases, and their seniority shall cease two (2) months after layoff.

Discussion:

The County's rationale for the provision is as follows

(from its Brief):

"Employer proposes this language to avoid problems. Using CETA programs as an example, there are various types of programs. Under some programs, positions are funded and under some, specific individuals are funded. Under other programs, "projects" for a specific purpose are funded and not intended to continue when the project is completed. If persons were hired for a specific two-year project, other

persons might be hired later and have less seniority. When the project ended, the layoff provision of the contract would require that the junior employees be laid off and the project employees be retained. Under the language proposed by Employer, the project employees could be laid off, which would have been the intention in the first place."

The Union contends that the proposed language could be interpreted to permit the County to layoff out of seniority any employee whose salary was either in part or wholly derived through state or federal funds. The Union is strongly opposed to the proposal as it violates the fundamental principle of seniority.

The Chairman can foresee problems arising under the language proposed by the County, which are greater than those foreseen by the County. The present seniority and layoff provisions need not cause problems for the County and there is no evidence of present problems with them. Under these circumstances the contract should be left alone. The last best offer of the Union is adopted.

XIII. SENIORITY - LENGTH OF TIME RETAINED WHILE ON LAYOFF

Neither party submitted last best offers or argument on this issue. It is deemed to be settled.

AWARD

I. WAGES:

- A. Sergeants and Detectives -  
The last best offer of the Union shall be adopted for each year.
- B. Deputies -  
The last best offer of the County shall be adopted.
- C. Secretary-Deputy-  
The last best offer of the Union shall be adopted for each year.
- D. Animal Control Officer -  
The last best offer of the County shall be adopted.
- E. Assistant Animal Control Officer -  
The last best offer of the County shall be adopted.
- F. Matron -  
The last best offer of the Union shall be adopted (as interpreted above) resulting in the following wage rates:

MATRON

Effective January 1, 1979:

<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
3.83	4.08	4.20	4.33

Effective January 1, 1980:

<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
4.16	4.43	4.56	4.70

Effective January 1, 1981:

<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
4.53	4.83	4.97	5.12

- G. Cooks:  
The last best offer of the Union shall be adopted.

II. COST OF LIVING ALLOWANCE

The last best offer of the County shall be adopted.

III. LONGEVITY

The last best offer of the Union shall be adopted.

IV. SHIFT DIFFERENTIAL

The last best offer of the County shall be adopted.

V. PAY FOR UNION MEMBERS' TIME IN NEGOTIATIONS

The last best offer of the Union shall be adopted.

VI. FULL PAY FOR INJURY ON DUTY

The last best offer of the County shall be adopted.

VII. RETROACTIVITY

The last best offer of the County shall be adopted.

VIII. DURATION

Settled

IX. SENIORITY-EFFECT OF DISCIPLINARY TIME OFF

Withdrawn

X. PRESCRIPTION RIDER

Settled

XI. CLOTHING ALLOWANCE

Settled

XII. LAYOFF - EMPLOYEES HIRED UNDER STATE AND FEDERAL PROGRAMS

The last best offer of the Union shall be adopted.

XIII. SENIORITY - LENGTH OF TIME RETAINED

Withdrawn

-Page Thirty-Nine-

Dated: September 17, 1980

*George E. Gullen, Jr.*

George E. Gullen, Jr. - Chairman

Philip Wood - County Delegate

Concurring in numbers IB, ID, IE, II, IV, VI, VII

Dissenting in numbers IA, IC, IF, IG, III, V, XII

Gerald Keller - Union Delegate

Concurring in numbers IA, IC, IF, IG, III, V, XII

Dissenting in numbers IB, ID, IE, II, IV, VI, VII