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2/4/95
Sub.

COUNTY OF JACKSON

and the

JACKSON COUNTY DEPUTY SHERIFFS' ASSOCIATION

Act 312 Petition
MERC Case No. L93 C4004

Al Nickolai, Former Undersheriff, Employer Delegate
James J. Chiodini, Esq., Union Advocate and Delegate
Robert M. Grover, Esq., Employer Advocate

Jackson County

Donald R. Burkholder,
312 Chairman and Arbitrator

February 4, 1995

PETITION, HEARING, REPORT AND CONFERENCE DATES

A Petition for Arbitration was filed on August 4, 1993. The Arbitrator was appointed on April 25, 1994. A Pre-Hearing was held on Wednesday, May 18, 1994, in the conference room of the Personnel Office in the Jackson County Tower, followed by arbitration hearings in the same location on Wednesday, July 20, Thursday, July 21, Friday, July 22, and Monday, August 1, 1994. Last Best Offers were received in early September, followed by briefs in late October. The Arbitrator met with Union Delegate James J. Chiodini and Employer Delegate Al Nickolai, on Monday, December 20, 1994.

ISSUES

The following issues were dealt with in the arbitration proceedings, with two of the issues withdrawn during the course of the hearings, as noted:

Economic Issues: 1) Wages; 2) Pension Multiplier; 3 Two-Tiered Wages and Fringes; 4) Retiree Health Insurance; 5) Dental-Optical Reimbursement; 6) Cleaning Allowance; 7) Shift Premium; 8) Health Insurance (withdrawn by Employer).

Non-Economic Issues: 1) Shift Selection; 2) One Person Patrols; 3) Physical Agility Testing (withdrawn by Employer).

STATUTORY AUTHORITY

Section 8 of Act 312 requires that, in relation to economic issues, "an arbitration panel shall adopt the last best offer of settlement which. . . more nearly complies with the applicable factors described in Section 9" of Act 312. Section 9 contains the eight factors the arbitration panel must consider "as applicable." Section 9 states as follows:

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

- (a) The lawful authority of the employer.
- (b) Stipulations 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 proceedings;

- (h) Such other factors, not confined to the foregoing, which are normally and 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.

COMPARABLES

Advocates for the parties presented and vigorously asserted the validity of their respective sets of external comparables. Recognizing the significance of comparables as well as the various contexts and factors which generally impinge on the "validity" of any set of comparables, the panel, after taking into account the advice of counsel for the respective parties as well as concerns including but not limited to individual and family income, cost of living, State Equalization Values (SEV), population, and geographic proximity, has adopted a combination of the comparables offered, as follows:

Allegan County

Bay County

Calhoun County

Eaton County

Midland County

Muskegon County

Ingham County

Saginaw County

The utility and perspectives of information contained in the so-called Verberg Study concerning Jackson County personnel, as well as the 1993 Michigan Association of Counties Salary Survey, both presented as exhibits and thoroughly analyzed during the hearings, helped frame the discussion as well as the ultimate decision regarding appropriate comparables.

The City of Jackson, the only non-county in the proposed comparables, was seriously considered, based on geographic proximity, i.e., the fact that the City is located in the County, and the rather well-developed operational cooperation noted in testimony. The Employer noted that there was little or no movement from the Deputy ranks to the Jackson Police Department. At any rate, to quote the Union brief, "Anyone familiar with Act 312 arbitration knows that 'comparability' is an extraordinarily malleable concept; it is not meaningless because it is one of the eight factors to consider, but it is malleable."

Parties come to Act 312 arbitrations with mounds of data, facts and 'scientific' analysis to persuade the arbitration panel to adopt its set of comparable communities. Of course, that party's comparable communities always support the position that party took in negotiations. The same holds true for the other side which offers its own.

Similarity of governmental structures also must be considered in this mix of factors, in determining appropriate comparables; based largely on this consideration, the City of Jackson was not included.

TERM OF CONTRACT AND UNIT

The last contract between the County of Jackson and the Jackson County Deputy Sheriff's Association, the point of departure for this arbitration, was in effect from January 1, 1990 through December 31, 1992. The contract resulting from this proceeding is for the term January 1, 1993 through December 31, 1995.

The unit, as defined in Section 1 of the expired contract, includes "...all employees of the Employer subject to the Sheriff's direction and control including the Deputy Sheriffs, Sergeants, Corrections Officers and the Deputies assigned to the Animal Shelter," a total of approximately 75 employees. Only the Deputy Sheriffs and Sergeants are subject to this Act 312 award, based upon a prior decision by the Michigan Employment Relations Commission.

ISSUES WITHDRAWN

The Employer withdrew two proposals, 1) its health insurance proposal to delete reference to Blue Cross/Blue Shield in Article 25, Section 1, and 2) its proposal on Physical Agility Testing. The items remaining to be considered in this arbitration are listed and dealt with immediately below in the "Summary of Last Best Offers."

SUMMARY OF LAST BEST OFFERS (LBOs): ECONOMIC

1. Wages (Article 26)

	Employer	Union
1993	4.5 %	5%
1994	3%	5%
1995	2.5%	3%*

*Plus 2% across-the-board effective July 1, 1995. All other percentage increases listed above are proposed to go into effect on January 1 of the year indicated.

2. Pension Multiplier (Article 26)

Employer: No increase. Multiplier remains at 2.0% of final average compensation.

Union: Increase the multiplier from 2.0 to 2.25 effective on January 1, 1995.

3. Two-Tiered Wages and Fringe Benefits (Article 25)

Employer: Employees hired on or after January 1, 1993 will pay 10% of health insurance premium beginning 30 days after the Act 312 arbitration award is issued.

Union: No change.

4. Retiree Health Insurance (Article 25)

Employer: Employees who retire on or after January 1, 1993, will pay 10% of health insurance premium beginning 30 days after the ACT 312 award is issued.

Union: No change.

5. Dental/Optical Reimbursement (Article 25)

Employer: No increase. Annual reimbursement remains at \$400.

Union: Increase to \$450.

6. Cleaning Allowance (Article 24)

Employer: No change. Cleaning allowance remains at \$150 a year.

Union: Increase to \$300 a year.

7. Shift Premium (Article 22)

Employer: No change. Shift Premium remains at \$.35 per hour.

Union: Shift Premium increase from \$.35 to \$.45 per hour.

SUMMARY OF LAST BEST OFFERS (LBOs): NON-ECONOMIC

8. Shift Selection (Article 10, Section 4)

Employer: Add language to permit assignment of deputies to shifts without regard to seniority after two deputies are assigned to each shift based on seniority.

Union: No change.

9. One Person Patrols (Article 28, Section 3)

Employer: Permit one person patrols on all shifts at Sheriff's direction. Delete existing Article 28, Section 3 and substitute the following:

"One person patrol units may be assigned at the discretion of the Sheriff on any shift."

Union: No change.

FINDINGS, DISCUSSION AND TERMINOLOGY

The Arbitrator's analysis, comments, and decisions are based on the premise that it is the totality of awards which must be considered rather than any single issue or set of issues. Act 312 clearly requires citation of the appropriate paragraph of Section 9 when an arbitrator considers an economic issue. Nevertheless, appropriate paragraphs of Act 312 will also be cited in considering the non-economic issues. Note should be taken that at some points in the discussion, the terms "Employer" and "County" are used interchangeably.

Economic Issues:

1. Wages

The County calculates that its LBO on wages will cost approximately \$176,640 over the three year period, and that the Union LBO's total cost is approximately \$271,200, a difference of \$94,560. Assuming that the panel adopts the County's LBO for 1993 and 1994, a total of 7.5% rather than the Union's 10% for the same period, and the Union's LBO totalling 5% in two payments for 1995, the County's cost should be considerably less than \$94,560. Careful analysis of these costs indicated that while they might at first review appear to be excessive, placing an undue burden on the County, the factors noted below provided a more balanced perspective.

Testimony and exhibits indicated that the County's unreserved fund equity was \$1.2 million, or 5.1% of the 1993 budget, while a County auditor testified that his firm recommends a fund equity between 8% and 12% to provide a reserve equal to 1 or 1 1/2 months' expenditures. Passage of Proposal A, a reduction in revenue sharing funds, and current and potential problems with the County's incinerator, were cited as leaving the County in a bleak situation financially.

Additional testimony indicated that the County's financial position had improved somewhat, and there were indications that more than \$2.9 million had been shifted from the General Fund to other County funds since 1990, an amount which exceeded operating expenses and increased the fund equity of other County funds at the expense of the General Fund. Testimony indicated that these resources remain available for the County's use, and may be sent back to the General Fund or used for a variety of purposes related or unrelated to the fund in which it resides. Since the General Fund in any unit of government receives the most scrutiny, inviting demands by department heads who want more money or from citizens who want it back, such transfers from the General Fund to Designated Funds are not unusual, but must be reviewed carefully as ability to pay is considered.

Testimony and exhibits showed that Jackson County had granted rather substantial pay increases to its management, elected, and non-Union personnel, and that it spent more than \$1 million in discretionary monies in 1994 on carpets, computers, and garden tractors. There was also significant and somewhat substantial evidence of an increasingly healthy County economy.

Neither the wisdom nor the prudence of the fund transfers, pay increases and expenditures noted above is questioned here. However, these actions must be given serious consideration in relation to Act 312, Section 9 (c), "the interests and welfare of the public and the financial ability of the unit of government to meet those costs." The panel notes, appreciates, and agrees with the statement in the County brief that "...the ability to pay is not whether the County can meet the costs of the Union's demands, but rather whether the County can meet the costs and at the same time serve the interests and welfare of the public."

The Union has noted in testimony, exhibits, and its brief on the LBO that a) County management controls the budgeting and interfund transfer process; b) there is no obligation for the County to maintain a fund surplus or to build up a surplus in any County fund; c) operating transfers increasing other fund balances are at the "expense" of the General Fund balance; d) much of the equity in the various fund balances is unreserved and undesignated, meaning available for the County's unrestricted use, i.e., "within the bounds of good judgment." The Arbitrator notes the Union position on the Employer's budgeting and fund transfer practices, but is aware that there is a responsibility if not an obligation on the part of the County to maintain some level of fund surplus.

External and internal comparisons must clearly be dealt with in Act 312, Section 9 (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, and (ii) in private employment in

comparable communities." Thus consideration of the Jackson Deputies in comparison with deputies in other counties as well as comparing their situation to "other employees generally" calls for comparison with other Jackson County employees.

Analysis of the exhibits and testimony in light of the comparables adopted showed that the Jackson County Deputies unit would barely reach the mid-range of the external comparables in 1993 and 1994, using either the Employer's or the Union's LBO for those years, with some improvement in ranking for 1995.

The County asserts that there are various inequities in comparing salaries of the Jackson Deputies unit with other County employees, and the panel accepts that argument, in part. However, it must be noted that the right to collective bargaining and binding arbitration, in the case of law enforcement and firefighters, is clearly established in Act 312; thus the fact that County employees not involved in law enforcement or firefighting do not have this avenue of action is noted but can have only limited influence on the panel's recommendations. The Act, in Section 9 (d) ii, clearly requires consideration of wages, hours, and conditions of employment of "other employees generally."

There is evidence that the maximum salary for non-union employees in Pay Grade 7 is substantially superior that of Deputy Sheriffs, who are theoretically in the same pay grade. The same is true of non-union employees in Pay Grade 8, the level to which Sergeants were assigned. The Deputies and Sergeants were placed in these pay grades at least in part as a result of the Verburg study in the County's attempt to develop a rational pay classification structure. The Arbitrator notes the Employer's argument that comparisons with non-union employees are weak because non-union employees actually received only a 4.1% increase in 1993 and only a 3% increase in 1994, and that this total increase of 7.1% over the two year period is less than the 7.5% total increase the Deputies and Sergeants would receive for the same period if the panel were to adopt the Employer's wage proposal. The Employer has reached settlements with other collective bargaining units which were greater than its LBOs in this arbitration, justifying such action, in part, with the assertion that the deputies "set the pattern" for other

contracts. Careful review of the dates of past contracts makes it obvious that this is a question of which came first, the chicken-or-the egg, and has little validity. One starting point, the most sensible starting point for this analysis, is the Pay Grade structure, i.e., 7 for Deputies and 8 for Sergeants, with evidence indicating inequities in pay levels especially when the character and substance of work involved is considered and in comparison with internal and external comparables.

Evidence indicates that the Consumer Price Index increased a total of 8.3% for 1991, 1992, and 1993, a factor which favors the Employer proposal. Other factors, particularly the wages of Jackson County Deputies when played off against the comparables, favor the Union position.

FINDING

Three years of the Union proposal are adopted, i.e., for 1993, a 5% increase effective January 1, 1993; for 1994, a 5% increase effective January 1, 1994; a 3% across-the-board increase effective January 1, 1995; and a 2% across-the-board effective July 1, 1995. In consideration of the totality of the awards, the continuing improvement of the County's financial health despite some current and potential problems and the factors dealt with above, this award is based on Act 312's Section 9 (c), (d), (e), (f), and (h). The other Section 9 factors do not apply.

2. Retirement Multiplier (Article 26)

The Employer asserts that the Union's proposed increase in the Pension Multiplier from 2.0% to 2.25% effective January 1, 1995 would require an additional first year contribution to the Retirement System of \$54,088 based on 1992 payroll figures and a 10-year period to amortize accrued liabilities. First year costs to the County would be \$38,413 if the County changes to a 30-year amortization period. In and of itself, the Union proposal is not unduly costly to the County, and with a pension contribution as a percent of payroll of 1.13 percent, among the lowest in the State, there is seemingly some

basis for improvement. However, in comparison with the comparables, and in consideration of the Social Security component for Jackson Deputies, their ability to retire at age 55 with ten years of service, and in consideration of the total package, the current 2.0 multiplier seems reasonable. As set forth in the Employer Brief, counties with 2.25 multipliers generally do not permit retirement at any age, but require 25 years of service, and retirement benefits in such counties are often based on the best five instead of three out of the last ten years of service. There was undisputed evidence that Jackson County is a relatively low cost-of-living area.

FINDING:

The panel adopts the Employer position on Pension Multiplier, i.e., retention of the status quo, with the multiplier remaining at 2.0 of Final Average Compensation (FAC), following thorough consideration of Act 312 and based its Section 9 (c), (d), (f), (e) and (h). The other Section 9 factors do not apply.

3. Two-Tiered Wages and Fringe Benefits (Article 25)

The Employer's LBO is a 10% co-payment for new employees hired on or after January 1, 1993, with the understanding that no retroactive payments would be required because the 10% co-payment would not begin until 30 days after the panel issues its award. The Union's LBO on this issue is no change from current practice, i.e., the County would continue to pay 100 % of health care insurance.

The comparables, both external and internal, provide some degree of justification for the County's request. Such co-payments are in a majority of comparables, although comparables based on percentage of premium are not prevalent; the majority are based on a flat dollar amount for each specified period. Both Union and Employer testimony, exhibits and briefs allude to the fact that most if not all other County employees hired on or after January 1, 1993, including management employees, pay a significant portion of their health care costs by a set dollar amount.

The Arbitrator has reservations about the percentage-based proposal for co-pay of health insurance rather than the flat dollar amounts which apply to other Jackson County employees. However, like most other circumstances, there is a potentially positive side to this proposal in that if perchance premiums decrease, the premiums will drop automatically, without the need for further negotiation. This provides an incentive both to the members of the unit and to the Employer. There is no doubt about the rising cost of health care nationally. The Employer's brief asserts the following:

The cost of health care is the number one collective bargaining issue in the country and is why employers are insisting that their employees share part of the burden. The panel can note that every national health reform proposal, Clinton Plan, Dole Plan, etc., included co-payment provisions - usually 80% employer and 20% employee.

The County brief asserts that although the financial condition of the County looks better today than it did a year ago, the County's reserves are well below acceptable levels. Further, the 1994 budget projects an operating deficit of \$162,345, and the unreserved fund equity was only 5.1% of the 1993 budget, as compared with the County auditor's recommendation of an unreserved equity fund between 8% and 12% to provide a reserve equal to 1 or 1 1/2 months expenditures. The Union asserts that the County is not in economic crisis, no other bargaining unit in the Sheriff's Department has such a co-payment, and that the County is attempting to impose a greater co-payment requirement than exists for any other employee group except the district court bargaining unit, which has a 10% co-payment required; the Union further asserts that all other bargaining units are required to contribute only a specified dollar amount. The County's economic condition, the extent and 'reality' of its funding problems, were dealt with extensively in the section on wages, and there is undisputed evidence that Jackson County is a relatively low cost of living area.

FINDING

The panel awards the Employer position based on Section 9 (c) of Act 312, "the interests and welfare of the public and the financial ability of the unit of government to meet those costs," as well as paragraphs (d), (e), (f), and (h). The other Section 9 factors do not apply.

4. Retiree Health Insurance

The Employer's LBO proposes that employees who retire on or after January 1, 1993 pay 10% of their health care premiums with the understanding that no retroactive co-payments would be required until 30 days after the award is issued. The Union LBO is no change in the last or current contract's provision that the Employer pays the entire health insurance premium for retirees and their spouses.

Analysis of the comparables indicates that the present situation, i.e., full payment for retiree and spouse by the County, is a generous benefit. The County asserts that the Deputy Sheriffs unit sets the pattern internally, and that the County LBO should be awarded for this and other reasons. The Union asserts that unlike the insurance co-payment for current employees, Jackson County management has not led by example in imposing this requirement on non-union, management and elected officials.

There is some reluctance on the part of the Arbitrator to favor removal of a benefit undoubtedly anticipated by the employee and which may have served to attract employees to a career as a Jackson County Deputy. In consideration of the factors noted above and with considerable weight to the total package in this award, the County's ability to pay, external and internal comparables, cost of living, and overall compensation, there seems little rationale for removing this significant benefit at this time.

FINDING:

The Union LBO is awarded, based on Act 312's Section 9 (c), (d), (e), (f), and (h). The other Section 9 factors do not apply.

5. Dental/Optical Reimbursement

The reimbursement amount for dental and optical stated in the collective bargaining agreement is currently \$350. As set forth in the Union Brief, that amount is not accurate because the deputies currently receive \$400 per year, i.e., \$50 more than stipulated in the current agreement, because of a "me-too" clause in the agreement. The County negotiated a higher amount, \$400, for several other County bargaining units, thereby assuring the \$400 for the Deputy Sheriffs unit. The Union proposes to increase the Dental/Optical reimbursement to \$450. The Employer proposes no change in the current \$400 reimbursement level.

The Employer asserts that dental and optical costs have remained relatively static compared with other health care costs, and that no justification has been shown for an increase.

FINDING:

The panel adopts the Employer position, i.e., no change in the current contract, based on consideration of the facts and the totality of this award in relation to Act 312's Section 9 (c), (d), (f), and (h). The other Section 9 factors do not apply.

6. Cleaning Allowance

The Union LBO would increase the cleaning allowance from \$150 to \$300 per year. The County LBO is no change, or retention of the current \$150 per year cleaning allowance.

The Employer asserts that since the average annual salary of Deputies and Sergeants is \$30,299 a year, the proposed increase is equal to a 1/2% salary increase. The annual cost of the increase for

the 44 Deputies and Sergeants would be \$ 6,600 and the cost over three years would be \$19,800, a cost the County argues is not justified by any indication that the cost of cleaning has risen \$100 during the last three years. The Union asserts that its proposal would bring the cleaning allowance up to the same level as the clothing allowance already received by other bargaining unit members, and that both the Verburg comparables and the Employer's comparables in this arbitration strongly support adopting the Union's last best offer.

FINDING:

The Union LBO is awarded in consideration of the facts reviewed above in light of Act 312's Section 9 (c), (d), (f), and (h). The other Section 9 factors do not apply.

7. Shift Premium

The Union LBO proposes to increase the second and third shift differential from \$.35 to \$.45 per hour. The Employer LBO proposes no increase, i.e., retention of the status quo.

The Employer asserts that ability to pay, comparison with internal and external comparables, cost of living, and overall compensation make a strong case for retention of the \$.35 rate. The Union asserts that there are frequently severe manpower shortages on the second and third shifts, during which there is a concentration of more violent crime.

FINDING:

The panel awards the Employer LBO in view of the totality of the award, and based on Act 312's Section 9 (c), (d), (e), (f), and (h). The other Section 9 factors do not apply.

NON-ECONOMIC ISSUES

8. Shift Selection

The Employer LBO adds language to Article 10, Section 4, to permit assignment of deputies to shifts without regard to seniority after two deputies are assigned to each shift based on seniority. The Union LBO is no change in the current language.

The Employer asserts that the current strict seniority system results in Deputies remaining on the same shift for as long as 10 years, that the proposed change would be a morale booster particularly among the younger Deputies, and the proposed change is in line with the County's move toward total quality management or TQM, a significant aspect of which would be empowering the employees, in this case, empowering Sergeants with considerable latitude in selecting a team of Deputies to work for them on a particular shift. The Employer also points out that the Sergeants making the selection are part of the bargaining unit. The Union asserts that taking away an employee's right to select his or her shift and instead subjecting the employee to a draft assignment is an odd concept of employee empowerment, noting that under the County's proposal, most Deputies lose all right to have a meaningful choice in their shift assignments. A Union witness testified that the County proposal would actually curb flexibility and subject employees to favoritism and uncertainty as well as have an adverse impact on employee morale.

External comparables do not support the Employer proposal, and persuasive evidence justifying such a change was not presented, though the County presented a number of elements advocating its desirability from a management standpoint, including the desirability of TQM. The Arbitrator believes that, on the whole and considered in light of the totality of awards in this arbitration, there is no convincing reason to reduce the long-standing practice in this

and other collective bargaining agreements of giving considerable weight to seniority.

FINDING:

The Union LBO is awarded in consideration of the facts noted above in light of Act 312'2 Section 9 (c), (d), and (h). The other Section 9 factors do not apply.

9. One-Person Patrols

The Employer LBO would modify Article 28, Section 3 by substituting the following language: "One-person patrol units may be assigned at the discretion of the Sheriff at any shift." The Union LBO is retention of the status quo.

The collective bargaining agreement currently provides that the Sheriff has the right to assign one-person patrols whenever "absenteeism, vacations, or unexpected occurrences require the assignment of one person to a car." Additionally, one-person patrols may be assigned on a voluntary basis for special overtime assignments. As now written, Section 3 does not permit one-person patrols after 11 p.m., except when a third shift Deputy is absent or on vacation or an unexpected circumstance requires the assignment of a one-person unit. Article 37, Section 1 also permits one-person patrol units on third shift in those villages and townships in which the Sheriff's Department contracts for police services.

The Union notes that while the Employer did establish that one-person patrols are common among the comparables, they are by no means universal, and no evidence was offered regarding the operational practices and internal resources available in those other counties which affect the availability of backup support and impact officer safety. The Employer asserts that in many of the counties it had offered as comparables, one-person patrols are not dealt with at all in contractual provisions or negotiations, but are accepted as a

matter of past practice. The Employer further asserts that the most important reason for one-person patrols is that they permit more effective use of police resources, e.g., they would permit the deployment of six one-person patrol cars throughout Jackson County on the third shift instead of only three two-person patrol cars. While the County downplays the safety issue, terming it a red herring, testimony by a Sergeant in the unit indicated the following:

...there is one night that there's six deputies scheduled; so that's three two-man units; but that's only one night a week. The other six nights a week, maximum staffing are four road deputies, and that is two two-man units. But if anybody takes off, vacation-wise, calls in sick, any type of leave, funeral or whatever, that knocks it down to one and a half cars. And then if another one takes off, our maximum staffing is two, so we have one two man unit for the entire county out of our department.

There was also testimony by the same witness that over a period of 73 working days, seven days a week, from 11:00 at night until 7:00 in the morning, from May 1, to July 12, 1993, for 30 of those days there were only two deputies.

The Employer brief asserts that the Sheriff's Department has a policy of dispatching a second patrol car whenever requested by a Deputy and for all potentially dangerous calls such as domestic complaints, alarms, and assaults in progress. The County also asserts that accident statistics within the Sheriff's Department fail to disclose any accidents or injuries attributable to one-person patrol cars, and that more effective radio communication and devices such as bullet proof vests and pepper gas make the environment much safer when responding to a call in a one-person unit.

The question arises, given the conflicting testimony from opposite perspectives, how a one-person backup unit can be effective when only two one-person units are patrolling, as was the case in the May 1 to July 12, 1993 review of records noted above. The case for one-person units is quite persuasive. However, safety concerns must be given significant weight, along with the apparent recurrence of

undermanning, making such a finding problematic. The County's primary argument is that one-person patrols permit more effective deployment of police resources, certainly a serious consideration, but one which must be weighted against a number of other factors. The Union asserts that the Employer has not demonstrated any compelling reasons to depart from current practices, and that the Employer's proposal is unworkable and would seriously undermine the safety of bargaining unit members. The Union further asserts that the Employer's proposal regresses from the position taken at the start of these proceedings in that the Employer originally offered a \$.60 per hour shift differential tied to the adoption of one-person patrols, then withdrew the shift differential offer.

FINDING:

The Union position, i.e., retention of the system of two-person patrols, is adopted by the panel based on consideration of the factors noted above in relation to Act 312's Section 9 (a), (c), (d), and (h). The other Section 9 factors do not apply.

COMMENTARY:

The general environment of civility and professionalism which prevailed during the hearings is appreciated. The two advocates were Robert M. Grover for the Employer and James J. Chiodini for the Union. Mr. Chiodini also served as Union Delegate. Former Undersheriff Al Nickolai was the Employer Delegate. The members of both teams also developed a positive rapport and cooperative attitude while assisting their leaders in vigorously advocating their respective positions through testimony. These seemingly mundane but, at least to the Arbitrator, very important factors went a long way toward moving the proceedings to an expeditious conclusion.



Donald R. Burkholder,
312 Chairman and Arbitrator

February 4, 1995

AWARD

Stipulations of the Parties
and
Items Withdrawn

1. Duration

- The parties stipulated to a contract term of January 1, through December 31, 1995.

2. Health Insurance

- The Employer withdrew its proposal on Health Insurance.

3. Physical Agility Testing

- The Employer withdrew its proposal on Physical Agility Testing.

WAGES-Article 21
(Union, Economic)

The panel adopts the Union offer, as follows:

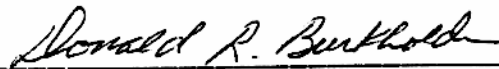
Section 1. Wage Rates

Employees shall be entitled as of January 1, 1993 to a 5% increase in wages as set forth in Schedule A.

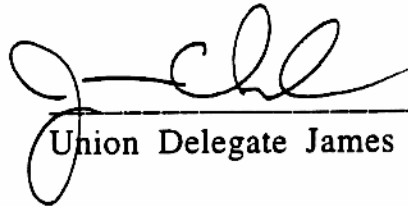
Employees shall be entitled as of January 1, 1994 to a 5% increase in wages as set forth in Schedule B.

Employees shall be entitled as of January 1, 1995 to a 3% increase in wages as set forth in Schedule C.

Employees shall be entitled as of July 1, 1995 to a 2% increase in wages as set forth in Schedule D.

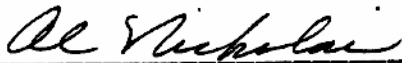


Chairman Donald R. Burkholder



Union Delegate James J. Chiodini

Dissenting:

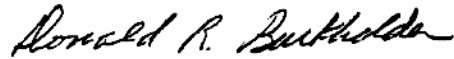


Employer Delegate Al Nickolai

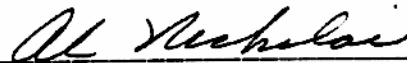
PENSION MULTIPLIER - Article 26

(Union, Economic)

The panel majority adopts the Employer's offer to maintain the status quo and the existing contract language.

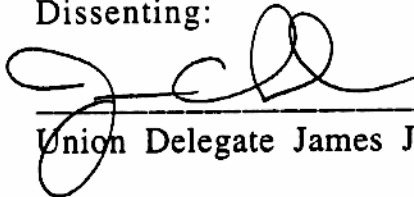


Chairman Donald R. Burkholder



Employer Delegate Al Nickolai

Dissenting:



Union Delegate James J. Chiodini

TWO-TIERED WAGES AND FRINGE BENEFITS*

Article 25

(Union, Economic)

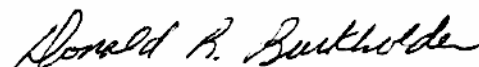
The panel majority adopts the Employer's offer which provides that employees hired on or after January 1, 1993 will pay 10% of health insurance premiums beginning 30 days after the Act 312 arbitration award is issued. All other two-tiered proposals are withdrawn. The language is as follows:

Article 25, Section 1, HOSPITALIZATION INSURANCE. The County shall pay for each employee HIRED ON OR BEFORE DECEMBER 31, 1992, and his/her dependents the entire cost of Blue Cross/Blue Shield coverage without any deductible feature and the employee and his/her dependents shall not be required to contribute to any portion of such insurance. THE COUNTY SHALL PAY FOR EACH EMPLOYEE HIRED ON OR AFTER JANUARY 1, 1993, AND HIS/HER DEPENDENTS NINETY PERCENT (90%) OF THE ENTIRE COST OF BLUE CROSS/BLUE SHIELD COVERAGE WITHOUT ANY DEDUCTIBLE FEATURE AND THE EMPLOYEE AND HIS/HER DEPENDENTS SHALL PAY THE REMAINING TEN PERCENT OF THE COST OF SUCH COVERAGE, WITH EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1993 TO BEGIN PAYING TEN PERCENT AS NOTED ABOVE EFFECTIVE ON THE FOLLOWING DATE: _____. Added to the hospitalization will be Master Medical with a one hundred dollar(\$100) deductible per person, two hundred dollars (\$200) deductible per family, on nonbasic item coverage effective March 1, 1990. Effective March 1, 1990 coverage shall include the Blue Cross/Blue Shield Second Medical Opinion and Predetermination Provisions. The County will consult with the Association before making any change in carriers. Coverage will commence within ninety (90) days after the employee has commenced actual service with the Sheriff's Department.

The County shall pay the full cost for family coverage of the prescription rider (PDP--\$3.00 co-pay) under the same carrier provided, however, that in the event the County desires to shift carrier for the medical coverage, or the prescription rider, it may do so if it produces exactly the same, or better coverage.

Section 2. New Hires. ---unchanged

* The new language in Article 25, Section 1 is capitalized. The pre-existing, unchanged language is in upper and lower case. The date, left blank, is to be thirty (30) days following the issuance of this award, which will be indicated in a cover letter to the Michigan Employment Relations Commission (MERC) from the Chairman accompanying the final, signed award.

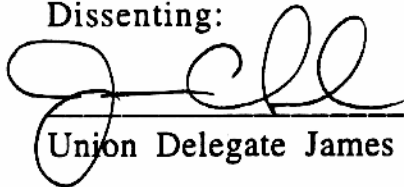


Chairman Donald R. Burkholder



Employer Delegate Al Nickolai

Dissenting:



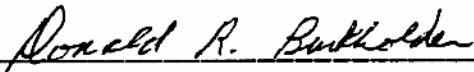
Union Delegate James J. Chiodini


RETIREE HEALTH INSURANCE
Article 25

26

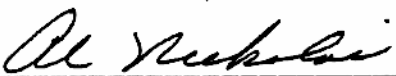
(Employer, Economic)

The panel majority adopts the Union's offer to maintain the status quo and retain the existing contract language.


Chairman Donald R. Burkholder


Union Delegate James J. Chiodini

Dissenting:


Employer Delegate Al Nickolai

DENTAL/OPTICAL REIMBURSEMENT
Article 25

(Union, Economic)

The panel adopts the Employer's offer to maintain the status quo and retain the existing language.

Donald R. Burkholder

Chairman Donald R. Burkholder

Al Nickolai

Employer Delegate Al Nickolai

Dissenting:

James J. Chiodini

Union Delegate James J. Chiodini

CLEANING ALLOWANCE

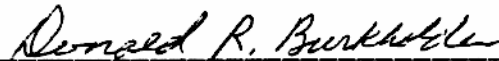
Article 24

(Union, Economic)

The panel majority adopts the Union's offer to modify

24, Uniforms, Section 2, Cleaning Allowance, as follows:

The County shall annually provide a cleaning allowance of three-hundred dollars (\$300.00) to be used during the following year. The payment shall be made July 1 of every year. If an employee quits or is terminated or goes on leave of absence during the year, he/she shall reimburse the County an amount prorated on the basis of the amount of time worked during such year. The amount to be reimbursed to the County shall be deducted from the Employee's final pay from the County. This cleaning allowance shall be paid to all members of the unit. New employees shall receive a prorated portion of the cleaning allowance based on the amount of time to be worked in the calendar year.



Chairman Donald R. Burkholder



Union Delegate James J. Chiodini

Dissenting:



Employer Delegate Al Nickolai

SHIFT PREMIUM

29

Article 22

(Union, Economic)

The panel majority adopts the Employer's offer to maintain the status quo and retain the existing contract language.

Donald R. Burkholder
Chairman Donald R. Burkholder

Al Nicholas
Employer Delegate Robert M. Grover

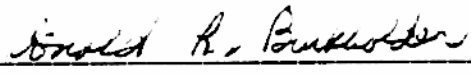
Dissenting:

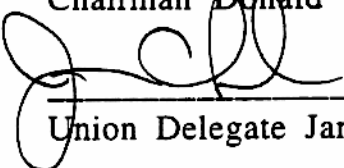
James J. Chiodini
Union Delegate James J. Chiodini

SHIFT SELECTION
Article 10, Section 4

(Employer, Non-Economic)

The panel majority adopts the Union's offer to maintain the status quo and retain the existing contract language.


Chairman Donald R. Burkholder


Union Delegate James J. Chiodini

Dissenting:


Employer Delegate Al Nickolai

ONE PERSON PATROLS
Article 28, Section 3

(Employer, Non-Economic)

The panel majority adopts the Union's offer to maintain the status quo and retain the existing contract language.

Donald R. Burkholder

Chairman Donald R. Burkholder

[Signature]

Union Delegate James J. Chiodini

Dissenting:

Al Nickolai

Employer Delegate Al Nickolai