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Act 312 Compulsory Arbitration Panel

In the Matter of:

MERC No.: D81-I-1936

County of Lapeer,
Employer

-and-

Michigan Law Enforcement Union
Local 129,
Labor Organization

Panel:

Gerald E. Granadier, Chairman of the Panel
Ross Reynolds, County Delegate
James Allen, Labor Delegate

PRELIMINARY STATEMENT

These proceedings were commenced pursuant to the provisions of the Act entitled "Compulsory Arbitration of Labor Disputes, Police-men and Firemen" being Act 312 of the Public Acts of 1969, as amended, of the State of Michigan. This decision and award is made and entered pursuant to the provisions of said Act 312, as amended.

This decision and award is adopted as the decision and award of the arbitration panel hearing this matter as indicated by those members of the panel whose signatures appear after each award issue by issue. By agreement the parties have affirmed that this award shall be attached to the contract and shall constitute their entire contract for the periods of January 1, 1982 through December 31, 1984.

Lapeer, County of

It appears from the record, exhibits, briefs and memoranda submitted in these proceedings that the parties commenced bargaining, proceeded to mediation conducted on February 11, 1983, and thereafter, on February 22, 1983 the Union requested Arbitration under Act 312.

Notice of appointment as chairman of the Panel of Arbitrators was made by letter dated May 11, 1982. The first meeting with the parties scheduled for May 26, 1983 was adjourned to May 28, 1983 and thereafter the parties met with the chairman on June 3, 1983 to set the parameters of the matters in dispute, schedule pre-hearing conferences, and other matters. At the initial meetings of the parties it was determined that there were approximately 36 issues which were unresolved in bargaining and which the parties intended to submit to arbitration. The chairman indicated that he would not proceed with that number of issues, and that he would remand the matter back to the Employment Relations Commission for further Mediation, or would consider, if the parties so desired, to attempt to assist the parties to resolve the issues unresolved and outstanding. The parties indicated that they desired the chairman's assistance. Thereafter, approximately ten additional meetings with the parties were held in the months of June, July, November and December, 1982. Some of these meetings were held in Lapeer, some at the offices of the Chairman. The parties through diligent efforts and extreme devotion to negotiated collective bargaining were finally able to reduce the outstanding issues to one (1) non-economic, and six (6) economic. It was agreed that formal hearings would begin on December 6 and December 7, 1982 at the offices of the Michigan Employment Relations Commission in the Michigan Plaza Building. Panel member, Ross Reynolds, was unable to attend,

and after spending several hours the parties adjourned the hearings to December 16 and December 17, 1982 to be held at the Lapeer County Building.

The formal hearing was opened on December 16, 1982 and was continued and concluded on December 17, 1982.

The parties agreed that last best offers would be submitted within seven (7) days of the close of hearings, and thereafter briefs to be submitted within thirty (30) days after receipt of transcripts. The parties waived the time requirement for the issuance of the award due to the complexity of the matter, the voluminous materials submitted at hearings, the lengthy transcripts, and other matters.

Both the case for the County and for the Union were ably conducted, presented with carefully prepared exhibits and with explanation of positions through thorough and explicit questioning and cross examination by Mr. Michael Carter, attorney for Lapeer County and Mr. James Allen, representative for the Michigan Law Enforcement Union, Local 129.

ISSUES

Non-Economic (1)

Maintenance of Standards

Economic (6)

Longevity

Sickness and Accident Insurance

Shift Differential

Wages

Turnkey-Dispatcher Upgrade

Detective-Sergeant Upgrade

LAST BEST OFFERS

The last best offer submitted by the County of Lapeer was as follows:

1982 WAGESHOURLY RATE
DOLLARS/HOUR

Deputy Clerk I	\$ 4.19
One Year	\$ 4.63
Two Years	\$ 5.06
Three Years	\$ 5.50
Deputy Clerk II	\$ 5.06
One Year	\$ 5.50
Two Years	\$ 5.94
Three Years	\$ 6.37
Deputy Sheriff	\$ 7.54
One Year	\$ 7.83
Two Years	\$ 8.27
Three Years	\$ 8.81
Sergeant	\$ 8.17
One Year	\$ 8.65
Two Years	\$ 9.14
Three Years	\$ 9.73
Detective-Sergeant	\$ 8.01
One Year	\$ 8.47
Two Years	\$ 9.03
Three Years	\$ 9.49
Lieutenant	\$ 9.09
One Year	\$ 9.60
Two Years	\$10.23
Three Years	\$10.75
Turnkey	\$ 6.64
One Year	\$ 6.97
Two Years	\$ 7.32
Three Years	\$ 7.69
Dispatcher	\$ 5.87
One Year	\$ 6.17
Two Years	\$ 6.48
Three Years	\$ 6.80
Clerk Typist I	\$ 3.98
One Year	\$ 4.18
Two Years	\$ 4.39
Matron	\$3,350.00

1983 WAGES

4 percent across the board increase

1984 WAGES

6 percent across the board increase

SHIFT DIFFERENTIAL

2nd Shift	.25/hour
3rd Shift	.35/hour

LONGEVITY

5 Years	\$150.00
10 Years	\$300.00
15 Years	\$600.00

SICKNESS AND ACCIDENT INSURANCE

Employer offers no sickness and accident insurance.

MAINTENANCE OF STANDARDS

Employer requests present clause be removed from collective bargaining agreement.

TURNKEY--DISPATCHER

This is included in 1982 wage offer.

SERGEANT--DETECTIVE

This is included in 1982 wage offer.

The last best offer submitted by the Michigan Law Enforcement Union, Local 129 was as follows:

1-1-82

Wages _ 10% increase across the board

Dispatcher/Turnkey _ \$500.00 added to base rate in addition to across the board increase

Shift Differential - Continue as is for duration of contract

Maintenance of Standards - Continue as is for duration of contract

1-1-83

Wages - 10% increase across the board

Sergeant Upgrade - Pay equal to Detective/Sergeant for duration of contract

Dispatcher/Turnkey - \$500.00 added to base rate in addition to across the board increase

1-1-84

Wages - 10% increase across the board

S/A Insurance - Union proposal

Longevity - Union proposal

Dispatcher/Turnkey - \$500.00

STATUTORY MANDATE

MCLA 423.238 provides that "the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to submit to the arbitration panel and to each other its last offer of settlement on each economic issue. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic shall be conclusive as to each economic issue the arbitration panel shall adopt the last offer of settlement which, is the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9. The findings opinions and order as to all other issues shall be based upon the applicable factors prescribed in section 9."

MCLA 423.239 provides the factors upon which the arbitration panel shall base its findings, opinions, and order. Those factors are as follows:

"(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 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, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

Decision

During these proceedings, considerable testimony, numerous exhibits totaling approximately 1,000 pages, and able argument were presented to the panel on each issue, economic as well as non-economic. We have studied the testimony, evaluated the witnesses, studied the exhibits and the briefs, and met to formulate and deliver our Decision. We have considered the mandate of the statute, and we base our Decision on the designated applicable factors set forth in Section 9 of Act 312, as amended.

The County introduced evidence of comparables relating to communities which it believed were similar and dissimilar to Lapeer County. It distinguished those which it believed to be unlike in several aspects to Lapeer County and presented considerable testimony and exhibits regarding those it believe to be similar to Lapeer County. Those similar in nature were:

- Huron County
- Gratiot County
- Sanilac County
- Isabella County
- Clinton County
- St. Joseph County
- Tuscola County
- Shiawassee County
- Allegan County
- Eaton County
- Lenawee County
- Livingston County
- City of Lapeer

The Union introduced its evidence and testimony relating to those communities which it determined were comparable to Lapeer County.

Those communities were:

- Allegan County
- Bay County
- Berrien County
- Calhoun County
- Clinton County
- Eaton County

Genessee County
Ingham County
Ionia County
Isabella County
Jackson County
Kalamazoo County
Kent County
Lenawee County
Livingston County
Midland County
Monroe County
Muskegon County
Ottawa County
Saginaw County
St. Clair County
St. Joseph County
Shiawassee County
Tuscola County
Van Buren County
Washtenaw County

Both parties compared wages, hours and conditions of the employees involved in the arbitration to those of similar employees in the communities each deemed to be comparable in nature. This panel gave due consideration to this voluminous matter.

Testimony and evidence was introduced relative to cost of living, overall compensation, the current economic climate, and other general matters relating to the economics and history, both past and current, of the County of Lapeer and its Sheriffs Department.

Subsequent to the formal hearings and generally within the time periods set by the Panel the parties submitted their last best offers (as set forth above), the transcripts were received and the briefs were submitted. Between February 18, 1983 and March 25, 1983 the Panel studied all the above and the exhibits and evidence presented at the hearings. The Chairman scheduled a meeting of the Panel at his office on March 25, 1983 to determine findings and the award on each issue. After considerable discussion the Chairman indicated that he had made decisions on each of the issues and advised the other panel members of such decisions. The Chairman indicated that

he wished to begin writing the opinion but advised the panel members that if either desired they should contact him with regard to any appropriate further discussion.

On March 30, 1983, panel member, James Allen, raised questions of whether or not the Panel might within a specific year adopt a portion of the Union's position as to Wages and a portion of the Employer's position as to Wages. Subsequent thereto, the Chairman scheduled a further meeting for April 20, 1983.

On or about April 25, 1983, the Chairman requested that the Employer and the Union representatives submit memoranda as to each of its positions on the issue of whether or not the Arbitration Panel could adopt a portion of the Union's position as to Wages and a portion of the Employer's position as to Wages within a specific year.

By agreement among all parties and all representatives, it was determined that no meeting would be held and memoranda would be submitted by all parties prior to 5:00 P.M. May 2, 1983.

Those memoranda were received by the Chairman. They were prepared in a thoughtful, complete, and scholarly effort to enable the Chairman to determine the answer to the legal issue in question. After considerable research, deliberation and thoroughly digesting the memoranda the Chairman has determined that the Panel is without authority to compromise a last best offer on the particular issue of wages in one year. The statute compels the Panel to select the precise position of one of the parties. To select parts of each would be fashioning a compromise that is invalid for an admitted economic issue.

AWARD

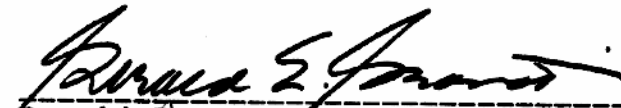
Since the last contract under which the parties operated expired on December 31, 1981, and since the parties have stipulated that this award shall be retroactive to January 1, 1982, the awards hereafter set forth shall relate back to January 1, 1982 and where able to become effective and be implemented to such date shall so do, as to those awards which are unable to be so effective and implemented, such effect and implementation shall begin on the date of the award hereafter affixed.

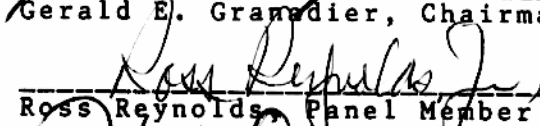
The representatives of the Employer and the Union requested that they be permitted to accept the awards hereinafter set forth on an individual issue by issue basis. The Arbitration Panel determined that the members may do so by affixing their signatures after the award on each issue.

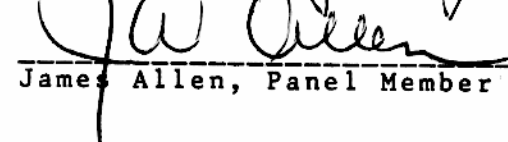
Maintenance of Standards - (non-economic)

The following language is the award:

The Employer agrees that all standards and conditions of employment in its individual operation shall be maintained at not less than the highest minimum standards in effect at the time of this agreement. Employer may, however, change, modify or alter the standards and conditions of employment consistent with generally accepted standards, conditions and practices of like law enforcement agencies. Provided however, that any such changes, modifications or alterations shall not be arbitrary or capricious.



Gerald E. Grandier, Chairman


Ross Reynolds, Panel Member

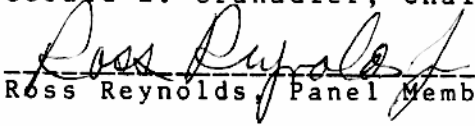

James Allen, Panel Member

Longevity - (Economic)

County's Last Best Offer accepted.



Gerald E. Granadier, Chairman




Ross Reynolds, Panel Member

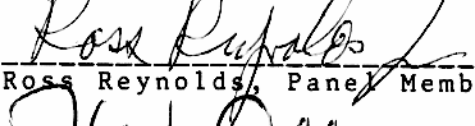
James Allen, Panel Member

Sickness and Accident Insurance - (Economic)

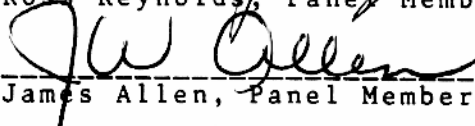
Union's Last Best Offer accepted.



Gerald E. Granadier, Chairman




Ross Reynolds, Panel Member



James Allen, Panel Member

Shift Differential - (Economic)

County's Last Best Offer accepted.



Gerald E. Granadier, Chairman



Ross Reynolds, Panel Member


James Allen, Panel Member

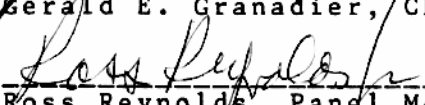
Wages - (Economic)

County's Last Best Offer for the period of January 1,
1982 through December 31, 1982, accepted.

Union's Last Best Offer for the period of January 1, 1983
through December 31, 1983 accepted.

County's Last Best Offer for the period of January 1,
1984 through December 31, 1984 accepted.



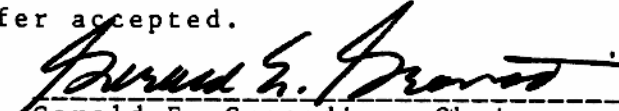
Gerald E. Granadier, Chairman


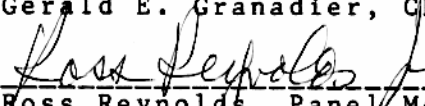
Ross Reynolds, Panel Member

James Allen, Panel Member

Turnkey - Dispatcher Upgrade - (Economic)

County's Last Best Offer accepted.



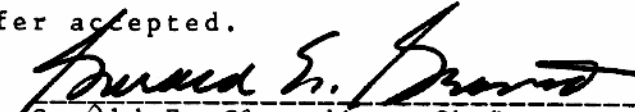
Gerald E. Granadier, Chairman


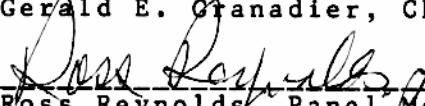
Ross Reynolds, Panel Member

James Allen, Panel Member

Detective - Sergeant Upgrade - (Economic)

County's Last Best Offer accepted.



Gerald E. Granadier, Chairman


Ross Reynolds, Panel Member

James Allen, Panel Member

Dated: May 17 , 1983