

443

5/22/72  
ARB

The matter of arbitration between:

The Lapeer County Board of  
Commissioners  
and  
American Federation of State  
County and Municipal  
Employees (AFSCME), Local No.  
1421, Michigan Council 55

5/22/72

Under Act No. 312  
Michigan Public Acts of 1969

Arbitration Panel:

Hilton W. Tibbets, Delegate, Lapeer County Board of Commissioners  
Dale D. Latta, Delegate, AFSCME, Local No. 1421, Michigan Council 55  
Daniel H. Kruger, Chairman

Opinion and Award of Arbitration Panel

Background

The Union, Local 1421, American Federation of State County and Municipal Employees, AFL-CIO represents the bargaining unit for the employees of the Sheriff Department, Lapeer County, Michigan. There are 18 members within the bargaining unit as follows: 2 clerks, 11 deputies, 2 corporals, 2 sergeants, and 1 detective. The employer is both the Sheriff's Department and the Board of Commissioners, Lapeer County.

On September 29, 1971, the Union sent a letter to the chairman, Lapeer County Board of Commissioners requesting that dates be set for a reopening of the contract. On November 9, 1971, the Union met with the Commission and presented their demands. The Commission stated that it would study these demands. At a meeting on November 29, 1971, the Union stated that it wanted an eight hour day with no loss in pay. The Commission stated that due to the

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

AUG 3 1976

*Lapeer County Board of Commissioners*

... it would offer a package which did not exceed 5.5 percent.

The parties failed to resolve their issues at dispute and the parties requested a mediator from the Michigan Employment Relations Commission. A mediation session was held on January 4, 1972. The Commission insisted that it would stick with the 5.5 percent Wage Board guidelines including all benefits fringe and wage increases. Failing at mediation, the parties decided to go to arbitration under Public Act #312 and selected Dr. Daniel H. Kruger as the chairman of the Panel.

The parties met on March 20, 1972 at Lapeer, Michigan

Mr. Gordon Musgrave, Staff Representative, represented Local  
1421, AFSCME

Mr. Richard J. Bahls, Esq., represented Lapeer County Board  
of Commissioners

#### Discussion of Issues

The following issues were solved by the parties: Life insurance in the amount of \$10,000 will be provided for each employee. The old contract provided \$6,000 coverage for the year 1971 (See Article 34, Life Insurance, 1970-71 contract). The union dues will be taken out the 15th of every month (See Article 4, Union Dues and Initiation Fees, 1970-71 contract).

In the recess at the arbitration hearing, the parties agreed to nine holidays. The Union had demanded a total of eleven holidays. The 1970-71 agreement (Article 26) provided for 7 holidays as follows: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Their proposal included Veterans Day, Lincoln's Birthday, Washington's Birthday and Columbus Day, all of which are state holidays. The two additional holidays will be Lincoln's Birthday and Washington's Birthday.

The unresolved issues before the Panel are:

1. One year contract -- January 1, 1972 - December 31, 1972 (Article 38, Termination and Modification).

Day, Work Week -- Article 22.

- a. Eight-hour day, with lunch and coffee breaks included in eight-hour period.
- b. Forty hours per week, in accordance with Section C of this Article.
- c. All overtime shall be time and one-half over eight hours per day and/or over forty hours per week, and for all holidays.
- d. Deputy clerks shall receive time and one-half for all overtime worked over eight hours per day or forty hours per week.
- e. When an employee is called in at any time he shall receive a minimum of four (4) hours overtime pay at time and one-half per hour.

The current contract provides for a 9 hour work day, a 45 hour work week, and a rate of \$4.00 per hour for all hours worked over the regular work day of 9 hours and a work week of 45 hours. Moreover, in the current contract there is no provision for a minimum call-in pay.

3. The Union is seeking to improve the vacations (Article 23) as follows:

- a. one to two years of service -- two weeks of vacation
- b. two to seven years -- three weeks of vacation
- c. seven years or over -- four weeks of vacation.

The current contract provides for the following vacation schedule:

- a. one year of service -- one week of vacation
- b. two to seven years -- two weeks of vacation
- c. seven years or more -- three weeks of vacation

4. Reference has already been made to the agreed upon number of holidays.

The issue of holiday pay if worked is still unresolved. The Union is seeking that employees receive time and one-half for all hours worked, plus holiday pay. Deputies will be paid for all holidays if worked or not at straight time.

Article 26 of the current contract provides that employees who worked the holidays shall receive the equivalent time off for all holidays worked. This article also provides that employees required to work on holidays shall receive \$4.00 per hour for all hours worked, plus the holiday pay.

5. The Union is seeking to expand hospitalization medical coverage to include the payment of all prescriptions (Article 32). The current agreement provides that the employer pay the full premium of hospitalization medical coverage for the employee and his family, the plan to be Blue Cross - Blue Shield MWF-1.

6. The Union seeks to have the matrons deputy clerks I and II be deputized at all times. They are currently deputized only by the actions of the sheriff.

7. The Union is seeking a 15 percent across-the-board increase retroactive to January 1, 1972 with all classifications and rates to the maximum after two years of service. The current contract (Article 41) provides for an employee to reach the maximum after three years.

The Union estimates that a 15 percent across-the-board wage increase will cost the County \$21,844.89. It further estimates that the cost of the increase based on a 45 hour week would be \$3,228.55 and \$2870.00 based on a 40 hour week. It also estimates that the two additional holidays at a 9 hour day would cost the County \$1,291.50 and \$1,148.00 for an 8 hour day. Reduction of the work week to 40 hours would cost, according to its estimate, \$16,949.40. All of the above calculations are based on a 15 percent across the board increase.

The County argues that to grant the Union demands just on reduction of the work day from 9 hours to 8 hours and the work week from 45 hours to 40 hours represents a 12.5 percent increase. The County insists that its wage

... This represents an additional cost to the County of \$9,060.93 (calculated as follows):

\$154,744.19	=	cost of total salaries and fringe
<u>2,000</u>		benefits for 1971
\$ 9,060.93		

This amount of \$9060.93 represents an average increase of \$503 per employee in the bargaining unit.

Since the hearing, the Wage Board has excluded small local governmental units with 60 or less employees from the guidelines.

---

#### The Board

After due consideration to the testimony and exhibits presented, the Panel makes the following aware:

##### 1. Wages

A wage increase of 5.5 percent across-the-board is awarded. An analysis of the wage award is presented in the table below. A 5.5 percent increase will cost the County \$8,024.40 in new money.

The Panel reaffirms the language of the existing wage schedule which requires three years of service to move from the minimum to maximum of the range.

##### 2. Vacations

The Panel denies the Union's request for improvements in the vacation schedule. It reaffirms the current vacation schedule:

- a. one year of service - one week of vacation
- b. two to seven years - two weeks of vacation
- c. seven years or more of service - three weeks of vacation

3. Holidays

a. The parties have agreed to two additional paid holidays. This will cost the County a total of \$1,200 in new money.

b. Employees shall be paid for all holidays if not worked at straight time rate.

c. Employees who work on holidays will be paid double their hourly rate.

4. Life Insurance

The parties agreed to increase life insurance coverage from \$6,000 to \$10,000 for each employee. This will cost the County an additional \$1,300 in new money a year.

5. Matrons and Clerks Deputized at all Times

The Union's proposal to have the Matrons, Deputy Clerks I and II deputized at all times is denied.

6. Addition of Prescriptions to Blue Cross - Blue Shield Insurance

The Union's proposal to add the provision that all prescriptions be paid for under the Blue Cross - Blue Shield Insurance program is denied.

7. Reduction of Work Day and Work Week

a. The Panel awards that the work day be reduced from 9 hours a day to 8.5 hours a day and that the work week of 45 hours be reduced to 42.5 hours.

b. The Panel also awards that overtime shall be paid at the rate of time and one-half for more hours worked in excess of 8.5 hours a day or 42.5 hours per week.

The reduction of hours will cost the County approximately \$7,400 a year in new money.

10. The Panel awards that the wage increase of 3.5 percent across-the-board will be retroactive to January 1, 1972.

b. The Panel awards that the reduction in the hours worked per day from 9 hours to 8.5 hours and the reduction of the work week from 45 hours to 42.5 hours will become effective July 1, 1972.

9. Duration of Contract

The Panel awards that the contract become effective January 1, 1972 and continue in effect until December 31, 1973.

10. Further Reduction in the Work Day and Work Week

a. The Panel awards that effective July 1, 1973 the work day will be reduced from 8.5 hours to 8 hours a day and that the work week be reduced from 42.5 hours to 40 hours.

b. The Panel awards that overtime shall be paid at the rate of time and one-half for those hours worked in excess of 8 per day or 40 hours per week, effective July 1, 1973.

11. Call in Pay

The Panel awards that effective January 1, 1973, an employee who is called back to work during his regularly scheduled off hours shall receive a minimum of four (4) hours pay at his regular straight time rate.

12. Wage Adjustment in Second Year of Contract

The Panel awards that effective January 1, 1973, a wage adjustment of 5 percent shall be made across-the-board for all employees in the bargaining unit. A five (5) percent wage adjustment plus the further reduction in the work day from 8.5 hours to 8 hours and the work week from 42.5 hours to 40 hours represents an equitable wage adjustment in the second year of the contract.

The Panel believes that its award is fair and equitable for both parties. Of particular significance is the two year contract which permits the reduction of the work day from 9 hours to 8 hours and the work week from 45 hours to 40 hours over a two year period without any corresponding loss of pay.

Arbitration Panel:

Daniel H. Kruger, Chairman

Daniel H. Kruger

*Award Not  
Acceptable*

Dale D. Latta, Union Representative

Dale D. Latta

Hilton W. Tibbits, County Representative

Hilton W. Tibbits

May 22, 1972