

cc. 100-21073
AGG
P. 2 Arb

Allegan County of

In the Matter of Arbitration Between:

Allegan County Board of Commissioners

and

Lodge No. 151, Fraternal Order of Police

(Pursuant to the Police-Firefighters Arbitration Act
Act No. 312, Michigan Public Acts of 1969, as amended.)

2/10/73

Appearances

For the Commission:

Michael Ward, Esq., Attorney
Robert Irwin, County Finance Committee
Robert J. Whitcomb, Sheriff

For Lodge 151, FOP:

John B. Nahan, Esq., Attorney
Raymond E. Meiser, Intl. Representative, UAW
Grover W. Grigsby, Chairman, County Finance Committee
Roland Smith, Lodge 151 President
William Koterwski, Deputy
Robert J. Whitcomb, Sheriff
Albertus Hellenthal, Deputy
William J. Menzies, Consultant
Betty Truax, Deputy
James Boyce, County Treasurer
Cheryl Jackson, Deputy

Hearing held at Allegan, Michigan on:

November 9, 1972
December 7, 1972
December 14, 1972

December 19, 1972
December 20, 1972
December 21, 1972

Before the Panel of Arbitrators:

Leo S. Rayl, Jr., Panel Chairman
Francis Cronen, Panel Member on behalf of the Allegan
County Board of Commissioners. (Resigned after
close of hearing and was replaced by Michael Ward
for panel deliberations.)
John B. Nahan, Panel Member on behalf of Lodge No. 151,
Fraternal Order of Police

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INTRODUCTION

By letter from the Michigan Employment Relations Commission dated September 19, 1972, Prof. L. S. Rayl, WMU, was appointed chairman of the panel of arbitrators in this dispute involving contract negotiations, pursuant to the provisions of Act 312.

An initial session was called for October 5 but was postponed to November 9 by agreement between the parties. At the first session of the hearing, on November 9, the parties stipulated that ten (10) issues were before the panel and that the resolution thereof would complete a contractual agreement. The parties further agreed that the 30-day hearing time limit would begin on December 7.

The hearing was concluded on December 21. A verbatim record of the entire proceedings was made. By agreement between the parties, and with the Panel concurring, the 30-day period allowed for panel deliberations was set to begin upon receipt of the record transcript by the panel chairman. Delivery of the transcript was made on January 13, 1973.

During deliberations by the panel, exhibits and testimony submitted during the hearing were considered in the light of the provisions of Sections 9 and 10 of the Act. A majority decision of the panel was reached concerning each issue and all issues properly before the panel. The awards of the panel on all issues take the form of a completed contract attached hereto and initialled by the panel members.

ISSUES

Issues placed before the panel at the outset were as follows:

1. Whether corporals and sergeants are command officers and are thereby not eligible for representation by the Lodge.
2. Check-off of Lodge dues by the County.
3. Quantum of wages.
4. Quantum of regular hours.
5. Premium pay and conditions of payment thereof in terms of consecutive hours and days worked.
6. Premium pay for work on holidays.
7. Equality of women and male officers for pay purposes.
8. Term life insurance.

9. Health insurance.
10. Sick pay when sickness or injury caused by outside employment.

(Near the close of the hearing, Issue # 1 was withdrawn and it was agreed that sergeants are command officers and are not to be included in this bargaining unit.)

OPINION

Issue # 2: Check-off.

Position of Commission: Check-off service should not be provided.

Position of Lodge: Check-off service should be provided by the County.

Findings and Conclusions: County Exhibit #15 indicates that check-off is not a widespread practice in sheriff departments in the area. Testimony by the Lodge indicated a strong belief that check-off was very important to their organization's survival. No strong position against it was taken by the County although it could be assumed that strengthening the FOP bargaining position was detrimental to the County bargaining position. Primarily in consideration of and in connection with other issues before the panel, it was concluded that the apparent value to the Lodge outweighed possible detriment, inconvenience, and cost to the County. Therefore, the panel decided for provision of check-off by the County.

Award: See attached contract for language.

Issue # 3: Quantum of Wages.

Position of Commission: The \$200 offer (raise of 1-1-73) to all County employees is deemed adequate.

Position of Lodge: A substantial increase in pay, such as the scale enjoyed in the Kalamazoo County Sheriff Department and certain other police agencies in the area, is in order.

Findings and Conclusions: This was by far the major issue involved. There was no claim by the County regarding inability to pay; therefore, it was not a controlling consideration. The chief thrust of the Lodge was that the low pay to Allegan deputies was unfair to the personnel and was responsible for heavy turnover and inability to secure qualified replacements. Comparisons

by the Lodge naturally gravitated toward higher paying agencies of all types. The County included comparisons reflected lower paying agencies; some of which were a bit from Allegan County. The questions that finally evolved were these: 1 - What agencies should be used to make comparisons? 2 - Is money both the cause of and answer to the pay problem? 3 - If there is a change in one agency's pay the others remain fixed or does it set off a round of pay-the-leader to the detriment of the public interest? 4 - If it becomes a matter of "high bidder", can Allegan County compete successfully with surrounding governments or does the present situation reestablish itself at another cost level - for what purpose? 5 - Can a panel of three properly determine what occupation is more important than any other occupation or should it recognize that there are many factors at work outside of its measurement or control?

Comparison of law enforcement agencies is deemed to be the best, if not the only hope for a logical answer as is expected in the arbitration process. Comparable agencies were determined to be all sheriff departments within a 60-mile radius of Allegan (about one hour to commute), and city police departments in or touching Allegan County. It was assumed that these departments provided the best comparison regarding similarity of work and that variance in many aspects was a matter of degree that could be resolved by averaging. It was further assumed that close-in small-city police departments reflected similar type work and similar-community conditions. Metropolitan and State police agencies were regarded as being of an entirely different character in regard to activity, personnel requirements, tax base, etc., and were excluded. While private employment had a bearing, it was not possible to provide comparative figures that represented area averages. The starting pay and top rates for the agencies included were averaged in to give relief that this represented equity, fairness, and justice in setting a composite standard AS DETERMINED BY SOCIETY IN THIS AREA FOR THIS TYPE OF POLICE AGENCY. The remaining questions could not be resolved to the extent of justification by hard data or by any correlation of many possible measurements. The problem is on turnover and shortage of personnel was not discussed. Primarily, this is a concern of management who are charged with the responsibility of providing adequate service at a reasonable cost. It is also a concern of the people. The provision of adequate service and reasonable cost must lie primarily with the elected officials and their electorate, the voters of the counties. Their decisions are reflected in the instances found in the agencies examined. Such factors as hiring and turnover costs have a bearing on salary schedule. The qualifications demanded - cost of living differentials - and demand of personnel - personal preferences for certain occupations. The magic formulas that include these many factors were not available to the panel.

The following table shows comparisons used and averages obtained:

Sheriff Depts.	Start	Top	Hours	Start & Top Hr Rates	
Ottawa	7598	9221	2080	3.65	4.43
Kent	7800	11150	2080	3.75	5.35
Ionia	6747	7800	2340	2.73	3.33
Barry	6794	8506	2080	3.26	4.08
Eaton	8000	11000	2080	3.84	5.28
Van Buren	7027	7327	2184	3.21	3.35
Kalamazoo	8000	11000	2184	3.66	5.03
Calhoun	(no evidence submitted)				
Berrien	8203	9542	2080	3.94	4.58
Cass	7400	8794	2288	3.23	3.84
St. Joseph	7200	8100	2080	3.46	3.89

City Police

Allegan	7400	8700	2288	3.23	3.79
Otsego	8694	8694	2080	4.18	4.18
Plainwell	8200	8900	2184	3.75	4.07
Holland	8361	10192	2080	4.01	4.90
South Haven	7200	9020	2080	3.46	4.33

Average				<u>3.56</u>	<u>4.30</u>
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Allegan Co. '72	7559	8677	2080	3.63	4.17
2080 hrs @					
Avg Rate	7405	8945			
With COL @					
3.5%	<u>7665</u>	<u>9260</u>			

Equity					
increase	106	583			

Raise 1/1/73	200	200			
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Additional					
due	0	383			

Utilizing the hourly rate averages obtained above, the equitable salary range (2080 hrs) for Allegan County deputies was determined to be \$7405 - \$8945 in 1972 values. This range was adjusted to 1973 equity values by adding the full 3.5% cost-of-living increase experienced in the past twelve months. This provided a range of \$7665 - \$9260. This range was spread over the five steps of the existing pay schedule for male deputies. These step values are shown on the following page:

Start	6 months	1 year	2 years	3 years
7665	7810	8065	8565	9260

Because of the \$200 across-the-board increase of 1/1/73, the lower steps of each job classification already exceeded the equity value. No reduction was considered. The upper steps in each job classification called for additional increases. The percentage increases in male deputy salary were used to compute increases in the other job classifications. Retroactivity to January 1, 1973 was included in the award.

Award: See the pay schedule for 1973 in the Appendix of the attached contract.

Issue # 4: Quantum of Regular Hours.

Position of Commission: The present schedule of hours (45 per week) shall stand.

Position of Lodge: The normal workweek shall consist of 45 hours including a one-hour unpaid lunch period.

Findings and Conclusions: This issued appeared to be one of misunderstanding rather than substance. It was agreed that the 45-hour workweek included a lunch period.

Award: See language in the attached contract.

Issue # 5: Premium pay for Hours and Days in Excess of Schedule.

Position of Commission: Time in excess of the regular schedule shall be paid at regular hourly rates.

Position of Lodge: Time in excess of the regular schedule shall be paid at the premium rate of time and one-half.

Findings and Conclusions: The comparisons used for determination of salary were used to determine this issue. Eight of the agencies indicated no premium pay while six of the agencies provided premium pay. In view of the evidence favoring no premium pay and in consideration of action taken on another issue, the panel concluded that excess hours should be at the regular hourly rate.

Award: See attached contract for language.

Issue # 6: Premium Pay for Work on Holidays.

Position of Commission: Work on holidays should be paid at the regular rate.

Position of Lodge: Work on holidays should be paid at the premium rate of time and one-half.

Findings and Conclusions: The comparisons used to determine salary were used to determine this issue. Thirteen of the agencies did not provide premium pay although two paid something in excess of the regular rate. Two agencies did provide premium pay. In view of the preponderance toward regular rate of pay, the panel concluded that work on holidays be at the regular rate.

Award: See attached contract for language.

Issue # 7: Equality of Women and Male Officers for Pay Purposes.

Position of Commission: While women officers are performing work of a like nature to that performed by male officers they will be paid the male deputy rate.

Position of Lodge: Women officers typically perform the work of a male deputy about 25% of their time and therefore should receive an increased salary reflecting this situation.

Findings and Conclusions: The issue revolved about the proper method of compensation for the work described. The Lodge was concerned with administration of time-keeping and felt that an increase in salary was the simplest approach. The Commission was concerned that a mere blanket increase in salary could be misconstrued at a later date and that they could be held liable to charges in a case where greater percentage could be substantiated; and where lesser percentages were in actuality, they would be paying for something not received. The panel concluded that contract language involving "transfers between job classifications" would be the most satisfactory approach within the options open to the panel.

Award: See language in the attached contract.

Issue # 8: Term Life Insurance.

Position of Commission: The cost of term life insurance should be borne by the individual deputy.

Position of Lodge: The County should bear the cost of a \$10,000 term life insurance policy for each of the deputies.

Findings and Conclusions: The comparisons mentioned previously were

used to determine this issue. Some agencies provided insurance in varying amounts while others provided none. The majority provided some amount and the range was from \$16,000 to none. A simple average (including 0's) came to slightly less than \$5,000. Therefore, the panel concluded that provision of policies in the face amount of \$5,000 was proper.

Award: See language in the attached contract.

Issue # 9: Health Insurance.

Position of Commission: The County assumes the cost of health insurance for the employee, but the individual deputy should bear the cost of insurance for family.

Position of Lodge: The County should bear the cost of health insurance for both employee and family.

Findings and Conclusions: Again, the comparisons described earlier were used to determine this issue. The evidence was not as clear cut as in other issues but it appeared that about half the agencies made some type of contribution while about half did not. In consideration of the growing importance of this type of benefit, the relatively even split of the comparisons, and the close decision on another issue; the panel concluded that the County should bear the full cost of the employee's insurance and contribute \$10 per month per employee toward family health insurance coverage.

Award: See the attached contract for language.

Issue # 10: Sick Pay When Sickness or Injury is Caused by Outside Employment.

Position of Commission: Sick pay does not cover sickness or injury caused by outside employment.

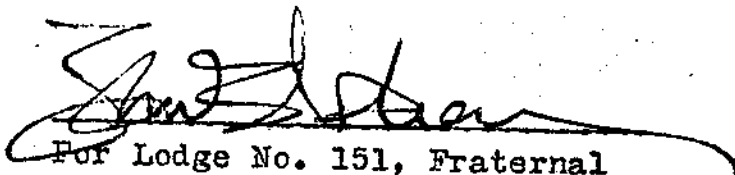
Position of Lodge: Sick pay provisions should not exclude sickness or injury caused by outside employment.

Findings and Conclusions: In one view, a sick pay benefit is intended to protect the employee when incapacitated by other than situations covered by workmen's compensation. Whether it arises out of unpaid recreation (boating) or "paid recreation" (barn painting) is immaterial. However, another view is that a benefit provided by an employer to his employee (a prime relationship) is not intended to provide an umbrella over hazards created by another employer and another relationship; there seems to be a question of ethics, as well as cost, involved. The panel concluded that "outside employment" was properly excluded from sick pay coverage. Reasoning for this ruling included consideration and action on another issue.

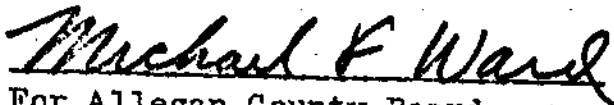
Award: See language in the attached contract.

The attached contract (agreement) between the parties constitutes the award of this panel of arbitrators insofar as it involves the ten issues placed before the panel; and it reflects the stipulated agreement of the parties as to the balance of its contents.

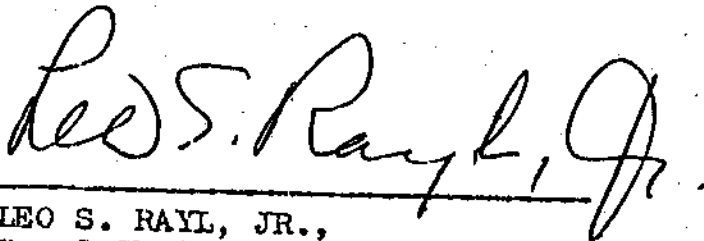
The undersigned acknowledge that the ten issues placed before the panel were resolved as indicated in the foregoing opinion and in the attached contract by at least a majority decision of the members of the panel.



For Lodge No. 151, Fraternal
Order of Police
JOHN B. NAHAN, Panel Member



For Allegan County Board
of Commissioners
MICHAEL F. WARD, Panel Member



LEO S. RAYL, JR.,
Panel Chairman

February 10, 1973