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STATE OF MICHIGAN  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
STATUTORY LABOR ARBITRATION PANEL  
(Pursuant to Act 312, Public Acts of 1969, as Amended)

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In the Matter of the Arbitration Between:

THE COUNTY OF MANISTEE

MERC Case #G82 A-12

-and-

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

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OPINION AND AWARD

Chairman of Arbitration Panel: Barry C. Brown

County's Advocate & Delegate: Charles L. Hitesman

POAM's Advocate & Delegate: Fred Timpner

Executive Sessions held: July 23, 1982 in the chairman's  
East Lansing office and October 31, 1983 by way of a tele-  
phone conference.

Hearing held: July 11, 1983 In the County Building in  
Manistee, Michigan.

Briefs received: August 27, 1983

Opinion Issued: November 1, 1983

# I. STATEMENT OF THE CASE:

Pursuant to ACT 312 (Public Acts of 1969, as amended), this matter was set before a panel of arbitrators for the purpose of hearing and deciding the unresolved issues in a contract dispute between the County of Manistee and the Police Officers Association of Michigan. Barry C. Brown was appointed by the Michigan Employment Relations Commission to chair the panel. The County designated Charles L. Hitesman to act as both advocate and panel member; the POAM designated Fred Timpner to act as both advocate and panel member. The panel chairman, Barry C. Brown ruled on all evidentiary issues. The parties agreed to stipulate that the panel had jurisdiction and that the law had been satisfied. They also agreed to waive the statutory time limits. The parties also agreed that all issues before the panel were economic in nature and thus, the last best offer mechanics of the statute applied.

The hearing was held on July 11, 1983, during which over 100 pages of testimony were taken and numerous exhibits were entered into the record.

Following the hearing, the chairman received the official transcript. He also received the list of last best offers from the parties. The chairman then prepared an outline of the award based on the record and the law dated September 30, 1983, and subsequently considered the input of his fellow panelists.

## II. BACKGROUND:

The County and the Police Officers Association were signatory to a collective bargaining agreement that covered the period from July 1, 1980, through December 31, 1981, which has been continued by the parties and is in effect at this time. The unresolved issues concern a two year period commencing January 1, 1982, through and including December 31, 1983. The parties have been unable to resolve a contract and instituted the current proceeding.

In June, 1982 the Michigan Employment Relations Commission selected Barry C. Brown as impartial chairman of an arbitration panel. The parties continued to negotiate in an effort to reach the contract settlement. In fact, the hearing in this matter was postponed and rescheduled after the parties were again unable to agree. The parties held a pretrial hearing, the results of which were summarized in a letter dated July 23, 1982. The letter listed the union's issues as retroactivity, wages, dental insurance, personal days, and health and medical insurance benefits. The County's issues were scheduling of shifts, call-in pay, payment for court appearances, definition of work week, and payoff of accrued sick pay. The parties agreed upon the duration of the contract, seniority, and sick pay accumulation. At the hearing the association withdrew its proposal on personal days. The employer withdrew its proposal for court appearances in its post-hearing brief.

The Police Officers Association is comprised of fifteen members. The members work as road deputies (5), a sergeant (1),

a dog warden (1), a cook matron (1), marine officer (1), and under sheriff (1), four desk officers, and a corrections officer (1). The police employees also include a sheriff and a lieutenant who are not in the bargaining unit.

According to the Manistee County 1982 economic adjustment strategy file report the following is an accurate description of Manistee County. The County is characterized by a flat central area running north to south. This area is bounded by gentle rolling to hilly topography both to the east and the west. It is extensively covered by forest lands, with about 26% covered by State and Federak forests. Much of the County's income depends on tourism, and there are approximately forty major industrial employers in the area. Manistee County has a higher unemployment average than the state of Michigan as a whole. At least two industries have moved out of Manistee County since the arbitration hearing.

### III. POSITIONS OF THE PARTIES:

#### ISSUE NO. 1. RETROACTIVITY:

THE UNION'S FINAL OFFER: All economic issues to be retroactive to January 1, 1982, unless otherwise specified by the union.

THE EMPLOYER'S FINAL OFFER: (stated in Employer's August 19, 1983 brief, not in its July 22, 1983 Final Offer):  
No retroactive pay or benefits.

#### ISSUE NO. 2. WAGES:

##### PRESENT:

14.3 The following schedule of wages shall be paid effective January 1, 1980; January 1, 1981 and July 1, 1981:

January 1, 1980

<u>Classification</u>	<u>Base Rate</u>	<u>After 2 Years</u>	<u>After 5 Years</u>
Dog Warden, Deputy Sheriff and Marine Deputy	\$14,431.91	\$15,421.51	\$16,081.13
Matron/Cook/Clerk	14,431.19	(\$6.94 per hour)	
Cook and Matron	\$4.76 per hour		

January 1, 1981

<u>Classification</u>	<u>Base Rate</u>	<u>After 2 Years</u>	<u>After 5 Years</u>
Dog Warden, Deputy Sheriff and Marine Deputy	\$15,153.50	\$16,192.59	\$16,885.19
Matron/Cook/Clerk	15,153.50	(\$7.29 per hour)	
Cook and Matron	\$5.00 per hour		

July 1, 1981

<u>Classification</u>	<u>Base Rate</u>	<u>After 2 Years</u>	<u>After 5 Years</u>
Dog Warden, Deputy Sheriff and Marine Deputy	\$15,759.64	\$16,840.29	\$17,560.60
Matron/Cook/Clerk	15,759.64	(\$7.58 per hour)	
Cook and Matron	\$5.20 per hour		

Corporals shall receive the Deputy's rate, to which their length of service entitles them, plus \$250.00 and Sergeants shall receive the Deputy's rate, to which their length of service entitled them, plus \$500.00.

Marine Deputies shall be paid a straight time hourly rate equal to the quotient of the base rate to which their seniority entitles them and 2,080 hours.

14.4 Employees during their probationary period may be paid 10% less than the rate provided in paragraph 14.3 hereof.

THE UNION'S FINAL OFFER:

**FIRST YEAR**

14.3 The following schedule of wages shall be paid effective January 1, 1982:

January 1, 1982\*

<u>Classification</u>	<u>Base Rate</u>	<u>After 2 Years</u>	<u>After 5 Years</u>
Dog Warden, Deputy Sheriff and Marine Deputy	\$16,390.03	\$17,513.90	\$18,263.02
Corrections Officer	15,390.03	16,513.90	17,263.02
Matron/Cook/Clerk	16,390.03	(\$7.88 per hour)	
Cook and Matron	\$5.41 per hour		

[Represents a 4% across the board increase over the July 1, 1981 to December 31, 1981 wage rate. Corrections Officer to be \$1,000 below Deputy Sheriff rate.]

July 1, 1982\*

<u>Classification</u>	<u>Base Rate</u>	<u>After 2 Years</u>	<u>After 5 Years</u>
Dog Warden, Deputy Sheriff and Marine Deputy	\$17,045.63	\$18,214.46	\$18,993.54
Corrections Officer	16,045.63	17,214.46	17,993.54
Matron/Cook/Clerk	17,045.63	(\$8.20 per hour)	
Cook and Matron	\$5.62 per hour		

[Represents a 4% across the board increase over the January 1, 1982 to June 30, 1982 wage rate. Corrections Officer to be \$1,000 below Deputy Sheriff rate.]

Corporals shall receive the Deputy's rate, to which their length of service entitles them, plus \$250.00 and Sergeants shall receive the Deputy's rate, to which their length of service entitles them, plus \$500.00.

Marine Deputies shall be paid a straight time hourly rate equal to the quotient of the base rate to which their seniority entitles them and 2,080 hours.

14.4 Employees during their probationary period may be paid 10% less than the rate provided in paragraph 14.3 hereof.

\*The two Corrections Officers currently appealing their discharges shall be red-circled with regard to wages and benefits; they shall receive parity pay and benefits with road patrol officers. The salaries of any Corrections Officers hired after January 1, 1982 shall be as indicated in the wage schedule above.

First Year Wages to be retroactive to January 1, 1982.

#### SECOND YEAR

January 1, 1983\*

<u>Classification</u>	<u>Base Rate</u>	<u>After 2 Years</u>	<u>After 5 Years</u>
Dog Warden, Deputy Sheriff and Marine Deputy	\$17,557.00	\$18,760.00	\$19,563.35
Corrections Officer	16,557.00	17,760.00	18,563.35
Matron/Cook/Clerk	17,557.00	(\$8.44 per hour)	
Cook and Matron	\$5.72 per hour		

[Represents a 3% across the board increase over the July 1, 1982 to December 31, 1982 wage rate. Corrections Officer to be \$1,000 below Deputy Sheriff rate.]

July 1, 1983\*

<u>Classification</u>	<u>Base Rate</u>	<u>After 2 Years</u>	<u>After 5 Years</u>
Dog Warden, Deputy Sheriff and Marine Deputy	\$18,259.28	\$19,511.33	\$20,345.89
Corrections Officer	17,259.28	18,511.33	19,345.89
Matron/Cook/Clerk	18,259.28	(\$8.78 per hour)	
Cook and Matron	\$6.02 per hour		

[Represents a 4% across the board increase over the January 1, 1983 to June 30, 1983 wage rate. Corrections Officer to be \$1,000 below Deputy Sheriff rate.]

Corporals shall receive the Deputy's rate, to which their length of service entitles them, plus \$250.00 and Sergeants shall receive the Deputy's rate, to which their length of service entitles them, plus \$500.00.

Marine Deputies shall be paid a straight time hourly rate equal to the quotient of the base rate to which their seniority entitles them and 2,080 hours.

14.4 Employees during their probationary period may be paid 10% less than the rate provided in paragraph 14.3 hereof.

\*The two Corrections Officers currently appealing their discharges shall be red-circled with regard to wages and benefits; they shall receive parity pay and benefits with road patrol officers. The salaries of any Corrections Officers hired after January 1, 1982 shall be as indicated in the wage schedule above.

Second Year Wages to be retroactive to January 1, 1983.



EMPLOYER'S FINAL OFFER:

WAGES

Deputy Sheriffs, Matron/Cook/Clerk/, and Cook and Matron

January 1, 1982-December 31, 1983      Wage freeze-no increase

January 1, 1983-December 31, 1983      5% adjustment to wages

WAGES

Corrections Officers

January 1, 1982-December 31, 1983      Wages frozen at  
\$6.25 per hour

January 1, 1983-December 31, 1983      \$6.56 per hour

ISSUE NO. 3. DENTAL INSURANCE:

PRESENT:

None

UNION'S FINAL OFFER:

Blue Cross/Blue Shield Dental Plan  
50/50/50  
\$800.00 MBL Cap

Employer to pay full premiums for employees and their dependents.

Dental Insurance to be effective 30 days from the date of the Award.

EMPLOYER'S FINAL OFFER:

The employer rejects the addition of dental insurance as a fringe benefit.

ISSUE NO. 4. HEALTH AND MEDICAL INSURANCE BENEFITS:

PRESENT:

11.1: Subject to Section 11.2, the employer shall

maintain the medical insurance program in effect on the effective date of this Agreement.

11.2: The employer reserves the right at any time to change the insurance carrier, provided such change does not reduce the insurance benefits.

UNION'S FINAL OFFER:

11.1: The employer shall maintain the medical insurance program (Blue Cross/Blue Shield) in effect on January 1, 1980.

11.2: Delete.

Health and Medical Insurance Benefits to be effective 30 days from date of the Award.

EMPLOYER'S FINAL OFFER:

The employer proposes no change from the County's present insurance program administered by Jackson-Long.

ISSUE NO. 5. SCHEDULING OF SHIFTS:

PRESENT:

8.1 All scheduled shifts shall consist of eight (8) consecutive hours. The Employer and the Association acknowledge that because of the nature of professional police work employees will be required from time to time to continue working after the scheduled end of their shift.

EMPLOYER'S FINAL OFFER:

Add the words "for full-time employees" after the opening phrase "All Scheduled shifts."

UNION'S FINAL OFFER:

The union wishes to maintain the present contract language thereby maintaining the status quo.

ISSUE NO. 6. CALL-IN-PAY:

PRESENT:

8.5 An employee called in to work before or after his regular shift shall receive a minimum of two (2) hours pay at his straight time hourly rate or at the rate of one and one-half his hourly rate for time actually worked, which ever is greater. Call-in pay shall be payable only when advance authorization by the Sheriff or his designee for such call is obtained. The employee's straight time hourly rate is the

quotient of his salary and 2080 hours.

EMPLOYER'S FINAL OFFER:

Add the words "A full-time" before the word "employee" in the opening sentence of the section.

UNION'S FINAL OFFER:

The Union wishes to maintain the present contract language thereby maintaining the status quo.

ISSUE NO. 7. DEFINITION OF WORK WEEK

PRESENT:

8.7 A regular work week is five (5) eight-hour days which need not be consecutive. Time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in a regular work week, provided, such overtime hours are authorized by the Sheriff or his designee. The hourly rate shall be the quotient of the employee's annual salary and 2080 hours.

EMPLOYER'S FINAL OFFER:

Add the words "for full-time employees" after the phrase "A regular work week" in the opening sentence of this section.

UNION'S FINAL OFFER:

The Union wishes to maintain the present contract language thereby maintaining the status quo.

ISSUE NO. 8 PAYOFF OF ACCRUED SICK PAY

PRESENT:

13.7 Employees who retire or who quit, provided, however, that employees who quit must give the Employer two (2) weeks advance written notice, shall be entitled to payment at their straight-time hourly rate for accrued but unused sick days. If an employee dies, the Employer shall pay to the spouse or such person or persons the employee designated as the next of kin, accrued but unused sick pay.

EMPLOYER'S FINAL OFFER:

Add the words "The maximum payment shall be for sixty (60)

days" after the current last sentence in section 13.7.

UNION'S FINAL OFFER:

The Union wishes to maintain the present contract language thereby maintaining the status quo.

#### IV. FINDINGS AND CONCLUSIONS:

There have been no issues raised with respect to the appointment and constitution of the panel. No consensus was reached by the parties about the proper list of comparable cities to be used in fulfillment of section 9(d) of Act 312.

##### A. COMPARABILITY:

The union offered as their comparables all counties contiguous to Manistee County, all additional counties in the lower peninsula with populations between 20,000 and 30,000, and the city of Manistee. The employer did not offer any comparables, and argued in its brief that no comparables exist. The employer supports its contention by stating that counties not contiguous to Manistee County are not comparable. The employer cites another fact finder's report to show that Grand Traverse is not comparable to Manistee County. The employer claims that the city of Manistee is not comparable because there is no positive correlation between city finance and county finance under Michigan law.

The arbitrator cannot go outside the record to locate comparables. Section 9 of Act 312 sets forth the specific criteria which, when applicable, must be used by the arbitration panel to resolve each arbitrated issue: (a) The lawful authority of the employer. (b) Stipulations of the parties. (c) The interest 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, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

Although the employer's failure to offer comparables does not make the employer's entire case defective as the union claims, it does leave the arbitrator with no comparables to choose from except the union's.

The union offered the following counties for compara-

bles: Benzie, Cheboygan, Clare, Emmet, Grand Traverse, Iosco, Lake, Manistee City, Mason, Oceana, and Wexford. The contiguous counties are Benzie, Grand Traverse, Lake, Mason and Wexford.

Manistee County has a population of 23,019. The counties in the lower penninsula with populations between 20,000 and 30,000 are: Cheboygan (20,649); Clare (23,822); Emmet (22,992); Iosco (28,349); Mason (26,365); and Wexford (25,102).

In a comparison of the state equalized valuation and the state equalized valuation per capita, the proposed comparables are ranked as follows:

<u>County</u>	<u>1980 Population</u>	<u>1982 State Equalized Valuation</u>	<u>Rank</u>	<u>SEV Per Capita</u>	<u>Rank</u>
MANISTEE	23,019	299,634,686	6	13,017	7
Grand Traverse*	54,899	818,524,954	1	14,910	5
Iosco	28,349	320,867,455	4	11,318	9
Mason*	26,365	542,390,621	2	20,572	1
Wexford*	25,102	257,060,922	8	10,241	11
Clare	23,822	307,640,986	5	12,914	8
Emmet	22,992	383,028,192	3	16,659	3
Oceana	22,002	238,252,967	9	10,829	10
Cheboygan	20,649	281,274,246	7	13,622	6
Benzie*	11,205	176,936,715	10	15,791	4
Lake*	7,711	156,446,155	11	20,289	2
Manistee City	7,566	56,044,460	12	7,407	12

\*Counties contiguous to Manistee County.

#### SOURCE:

S.E.V. from 1982 Michigan State Tax Commission Report of State Equalized Valuations and Average Tax Rate Data. Population previously cited.

The 1979 per capita income of each county placed the counties in the following ranking:

PER CAPITA INCOME 1979

<u>COUNTY</u>	<u>PCI</u>	<u>RANK</u>
MANISTEE	\$6,182	5
Grand Traverse*	6,930	1
Iosco	5,367	10
Mason*	6,192	4
Wexford	5,874	6
Clare	5,298	11
Emmet	6,389	2
Oceana	5,627	8
Cheboygan	5,449	9
Benzie*	5,632	7
Lake*	4,640	12
Manistee City	6,466	3

\*Counties contiguous to Manistee County.

SOURCE:

1980 Census of Population and Housing (U.S. Department of Commerce, Bureau of the Census: Washington, D.C.) Series PHC803-24, December, 1982.

The factors deemed by the panel as the most relevant criteria for establishing the appropriateness of the proposed comparables include: geographic proximity, similarity of employee structures, size of area to be protected, similarity of community population, similarity of community make-up, and financial resources.

Of the eleven communities proposed by the union, Lake and Benzie Counties and Manistee City each have less than 12,000 residents. These three communities also have the



three lowest equalized values, although Benzie and Lake rank near the top of the SEV per capita comparison. Although Benzie, Lake and Manistee City are contiguous communities, the differences in the vital statistics so outweigh their geographic proximities so as to make the three communities unsuitable for comparison. Further, the employer persuasively argues that there is no correlation between city finance and county finance under Michigan law, and that the city of Manistee does not operate a Sheriff's Department. Thus, the panel excludes those three communities as comparables.

Although Emmet, Cheboygan, Iosco, and Clare are not contiguous communities, they are sufficiently similar in population, SEV, and SEV per capita so as to constitute helpful comparisons. Grand Traverse, however, has a population more than double Manistee County's population, and ranks first in the per capita income for 1979 and for the 1982 state equalized value. Although contiguous to Manistee County, Grand Traverse County varies from Manistee too substantially to be of assistance as a comparable.

The panel thus declares the following communities to be appropriate as comparables for this arbitration: Cheboygan, Clare, Emmet, Iosco, Mason, Oceana, and Wexford.

## FINDINGS AND CONCLUSIONS:

### ISSUE NO. 1 WAGES

The union seeks an across the board wage increase (with the exception of the corrections officers' wages) of 4% retroactive to January 1, 1982, 3% retroactive to January 1, 1983, and 4% retroactive to July 1, 1983. The union seeks to establish the rate for corrections officers at \$1,000.00 below the Deputy Sheriff rate if hired after January 1, 1982. The employer seeks a wage freeze for 1982, and a 5% raise for 1983. Corrections officers would start at \$6.25 per hour in 1982, and receive the 5% raise in 1983. The arbitration panel notes that it does not have the power to split issues, so must accept the wage proposal for all unit employees from the same party.

The union urges the arbitrator to accept its proposal for several reasons. First, it emphasizes that the County has had a long standing parallel pay scale with Manistee City. The following chart shows parties' pay proposals, and their relation to the City wages at the Deputy Sheriff level:

	<u>1-1-80</u>	<u>7-1-80</u>	<u>1-1-81</u>	<u>7-1-81</u>	<u>1-1-82</u>	<u>7-1-82</u>	<u>1-1-82</u>	<u>7-1-83</u>
City	15,670	16,929	16,925	18,000	18,000	19,260	19,260	20,420
County	16,081	16,081	16,885	17,560				
Union Proposal					18,263	18,994	19,563	20,346
Employer Proposal					17,560	17,560	18,438	18,438

The union concludes from this chart that the arbitration

panel must grant its proposed increase in order to preserve the parity that exists between City and County deputies. A majority of the panel disagrees. As previously discussed, there is no correlation between City finance and County finance under Michigan law. Further, the City of Manistee does not operate a sheriff's department. Finally, the City of Manistee has a population less than one-third than that of Manistee County. Therefore, the union's argument that the City and County wages must stay parallel is not persuasive. Although the union has asserted that the County and City wages have been similar for the last ten years or so, the panel notes that the City police have been steadily moving ahead more rapidly in recent years. The City must have a greater ability to pay. Other factors, such as ability to pay, comparison of wages of other County employees and equivalent employees in comparable counties, carry far more weight than does the union's "parity" argument.

The union argues that if its proposed wage increase is not granted, its position with respect to other comparable counties will drop. The union proposed eleven comparables. The discussion hereafter will only consider those seven counties found to be truly comparable by a majority of the arbitration panel. The following charts illustrate the current ranking of Manistee County Deputies, and how that position would be altered by acceptance of the union or County proposals.

DEPUTY AT TOP OF SCALE

	<u>1-1-80</u>	<u>7-1-80</u>	<u>1-1-81</u>	<u>7-1-81</u>	<u>1-1-82</u>	<u>7-1-82</u>	<u>1-1-83</u>	<u>7-1-83</u>
Manistee	16,081		16,885	17,560	18,263	18,993	19,563	20,345
				<u>UNION</u>	17,560	17,560	18,438	18,438
				<u>COUNTY</u>				
Iosco	14,861		16,124		16,608		17,438	
Mason	15,550		16,430		17,687		18,137	18,687
Wexford	14,267	14,980	16,200		17,427		18,778	
Clare	14,000		14,410		15,130		15,130	
Emmet	14,914		16,557		17,555		18,762	
Oceana	14,430		15,150		16,665		16,665	
Cheboygan		15,250 (10-1-80)		16,300 (10-1-81)		16,300 (10-1-82)		

MANISTEE COUNTY'S POSITION  
AMONG THE EIGHT COMPARABLE COUNTIES:

<u>1-1-80</u>	<u>7-1-80</u>	<u>1-1-81</u>	<u>7-1-81</u>		<u>1-1-82</u>	<u>7-1-82</u>	<u>1-1-83</u>	<u>7-1-83</u>
1st	1st	1st	1st	<u>UNION</u>	1st	1st	1st	1st
				<u>EMPLOYER</u>	2nd	2nd	3rd	4th

The union argues that its proposal is necessary to maintain its status quo. Certainly the union's proposal would keep the top deputy wages in Manistee above the salary paid to deputies in any of the comparables. In fact, the union's proposal more than doubles the averaged difference between Manistee and the other counties. The employer's proposal, however, keeps the salary averages closer even though Manistee salaries would drop slightly below three comparable communities.

Specifically, in 1981, Manistee County's wages ranked first out of the seven counties, but the deputies only received an average of \$1150 more than the other communities' salaries. (\$760 more than Iosco, \$450 more than Mason, \$685 more than Wexford, \$328 more than Emmet, \$1635 more than Cheboygan, \$1735 more than Oceana, and \$2475 more than Clare). The union's proposal would pay the deputies more than \$1500 more than the nearest comparable salary, thus widening the gap between Manistee and the other counties by an average of nearly \$3000 more per year. Conversely, the employer's proposal moves the County to fourth in the rankings, but the three counties who move ahead of Manistee do so by less than \$350 each. Manistee's wages would remain between \$1000 to \$3300 higher than the other four comparables. Although the employer's proposal technically drops Manistee County from the top of the com-

parables, the proposal does keep the Manistee deputies' salaries at an average of \$1042 higher than the other communities. Thus, the employer's proposal more nearly matches the ratio existing between Manistee and the comparable communities prior to the current contract dispute.

The union contends that the salaries must be increased to avoid a morale problem that exists because inmates are paid more on work release programs, than are the law enforcement professions who guard them. While the arbitration panel is sympathetic to the irony of the situation, this arbitration is not the proper place to cure the disparity. The panel has no obligation, indeed, no authority to ensure that union members are not underpaid in comparison to prisoners. In addition, the union admits that even if its proposal were to be selected, deputies would still be making less than the base wage rate being paid to the inmate discussed during the hearing. The union's argument is not persuasive.

Another factor that the panel considered was the salaries of other county employees. All employees in Manistee County were subjected to a wage freeze in 1982. All employees in the County received a 1983 increase less than the 5% offered to the deputies. Moreover, the employer established that supervisors in the sheriff's department would be paid less than the deputies if the union's proposal were granted, undermining the relationship between the supervisors and bargaining unit members. The panel accorded great weight to the County's action toward the other County employees. Clearly, the employer is not asking the union to unilaterally accept a freeze and

minimal raise. All County employees have been requested to equally shoulder the burden imposed by the poor economy. In fact, union members would receive a slightly higher raise in 1983 than other County employees. The deputies' union has not established that it will suffer a particular hardship by accepting the same concessions as other County employees. The union is not being treated unfairly.

In addition, the employer has established that the County suffers severe economic problems. The County does not have to establish that it is wholly unable to pay the salaries the union requests, only that its proposal is more reasonable than the union's in light of the County's overall economic situation. The panel considered Manistee County's high unemployment rate, the recent loss of industry, and the negative fund equity, all of which were established by the employer's exhibits. Especially persuasive were the actions of the other County employees. All County employees accepted a 1982 wage freeze, and less than 5% raise in 1983. Presumably, all the bargaining unit members would not have made these concessions unless each was convinced that the County's economic condition mandated such sacrifices. Moreover, examination of the salaries agreed-upon by the comparable communities indicated that these communities' unions have also accepted freezes and/or small salary increases in response to poor economic conditions in their own communities. Evidently, the comparable communities have made substantial concessions, since, as previously discussed, even the Manistee union's modest proposal

would more than double the difference between the Manistee wages and the average wage of the other counties. All these factors combine to establish that the employer's proposal is the most reasonable and consistent plan in light of the concessions by other county employees, other comparable communities, and the economic condition of Manistee County.

The panel also considered the parties arguments based on Consumer Price Index. The union produced a chart purporting to show its members' loss of buying power over the last four years. The employer argued that it paid the deputies an additional two-weeks salary in 1982, and this "bonus" was protection against the effect of increases in the Index. This argument is disingenuous at best. The additional pay check in 1982 was merely due to a quirk in the calendar that provided a pay check for time worked during the previous year. No employee was compensated for time he did not work. The arbitration panel considered the union's comparison of the Consumer Price Index and both the historic and proposed wages. Neither parties' proposal would make up the deputies' loss of buying power since the previous contract was agreed-upon. The union's proposal would come the closest to making the employees whole. The panel cannot, however, allow this one factor to outweigh all the other evidence. As previously noted, other employees in Manistee County and in comparable counties have accepted this loss in buying power in recognition of the poor economic condition of their County, and indeed, in the entire State of Michigan.



Finally, the panel notes that it must also accept the employer's proposal for the salaries of corrections officers. The panel has no authority to modify the issues as stated by the parties. In all communications from both parties the wages of Unit employees are presented as one package proposal. Therefore, corrections officers will receive \$6.25 per hour for 1982, and will receive a 5% increase for 1983.

AWARD: The County's last best offer on wages is adopted.

Mr. Timpner	Concurs _____	Dissents _____
Mr. Hitesman	Concurs <u>Ch</u>	Dissents _____

ISSUE NO. 2. RETROACTIVITY:

The union proposes that all issues be retroactive to January, 1982. The employer stated in its brief that any award of retroactive pay would require payment of funds from the currently distressed County budget and would have a compound adverse effect upon the County's finances. While that may be true, the panel would work a great inequity upon the bargaining unit members if it did not grant them retroactive pay. Although the inequity would not be obvious in 1982, since the wage freeze does not alter the employee's pay checks, the 5% increase granted for 1983 must be for the entire year in order not to penalize the unit members for the amount of time the parties spent trying to resolve the issues in this arbitration. Both sides have continued to negotiate and amend their offers, causing one scheduled hearing to be cancelled. Further, the parties again altered their positions from the time of the hearing to the date their last best offers were submitted. The parties' continuation of negotiations, adjustments and compromises illustrates the very purpose of the flexible arbitration process. Although this process is seldom speedy, it is the best vehicle for arriving at offers as near a middle ground as possible. In order to promote the give and take of the negotiation process, the union's request for retroactive pay is granted.

AWARD: The union's last best offer on retroactivity is adopted.

Mr. Timpner

Concurs 

Dissents \_\_\_\_\_

Mr. Hitesman

Concurs 

Dissents \_\_\_\_\_

ISSUE NO. 3. DENTAL INSURANCE:

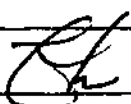
The unions's last offer requested that the Blue Cross/Blue Shield Dental Plan 50/50/50, with an \$800.00 MBL Cap, be added as a fringe benefit. The union further asked that the employer pay full premiums for employees and their dependents, effective thirty days from the date of the Award. The employer rejected the addition of dental insurance as a fringe benefit.

The union established through testimony and exhibits that five out of the seven comparable communities provide dental insurance for their employees. The union concludes that "it is clear that the time has come for this benefit to be extended to Manistee County Sheriff's Department Employees"; The employer simply states that no other County employees receive dental insurance, and such a benefit is beyond the County's ability to provide.

The arbitration panel studied the union's exhibits, and examined the dental plans provided to the employees of other counties. Of the five counties providing dental insurance, the deputy sheriffs in three receive lower wages than Manistee employees. Employees in the two counties that do not have dental insurance receive only slightly higher salaries than the Manistee deputies. There does not seem to be a correlation between salary level and whether dental insurance is provided or not. While this does appear to be the next fringe area that should be granted to the deputies it is not now timely to allow a dental plan merely because a majority

of the communities do so. Moreover, the panel sees no reason to grant a fringe benefit for one bargaining unit that is not allowed for any other Manistee County employee unit. Further, such an award would be inconsistent with the County's troubled financial state. Because of the costs involved, as well as the unnecessary inconsistency with other County employees' fringe benefits, the County's last best offer on dental insurance is the more reasonable.

AWARD: The County's last best offer on dental insurance is adopted.

Mr. Timpner	Concurs _____	Dissents _____
Mr. Hitesman	Concurs <u></u>	Dissents _____

ISSUE NO. 4. MEDICAL INSURANCE:

The union seeks to return to the Blue Cross/Blue Shield program which was in effect on January 1, 1980. The union would have the new coverage start thirty days from the date of the award. The employer emphasizes that the current language expressly reserves to the County the right to change the insurance carrier, provided the change of carrier does not reduce the insurance benefits.

Prior to January 1, 1982, the County of Manistee was enrolled in the Michigan Blue Cross/Blue Shield insurance program. Beginning shortly after that date, the County converted to an insurance program administered by Jackson, Long & Associates.

The union offered a witness purporting to show that the Jackson, Long program is not recognized by medical facilities outside the County. Another witness expressed concern about late payments. The employer points out that each of the above situations occurred soon after the switch-over, and there was no evidence of any current or continuing problems with the new carrier. The employer's point is well taken. Further, it would be unwise for such a small County to split its insurance coverage among several carriers. The most persuasive factor, however, is that Article XI, Section 11.2 has allowed the employer to change insurers so long as the benefits remain the same. The union did not establish that the Jackson, Long benefits differ from those offered by the Blues. The panel was not convinced that there was any substantial reason for another change.

AWARD: The County's last best offer on the issue of  
medical insurance is adopted.

Mr. Timpner	Concurs _____	Dissents _____
Mr. Hitesman	Concurs <u>CH</u>	Dissents _____

ISSUES NO. 5, 6, & 7.

SCHEDULING OF SHIFTS

CALL-IN PAY

DEFINITION OF WORK WEEK

Both of the parties dealt with these three issues as a package, and the panel will do the same. The employer's proposal, in all three, is to provide "future flexibility" through a "differentiation of rights between full-time and part-time employees". The employer emphasizes that it does not currently utilize part-time employees, and that its proposals will have no adverse effect on the present full-time employees or any subsequently hired full-time employee.

Specifically, the employer seeks to add the words "for full-time employees" to Section 8.1, which requires that all scheduled shifts must consist of eight consecutive hours. Secondly, the employer requests the addition of the words "A full-time" in front of the word "employee" in Section 8.5, which governs call-in pay. Finally, the employer asks that the words "for full-time employees" be added to Section 8.7, which states that a regular work week consists of five eight-hour days.

The union proposes to retain the current contract language in all three sections. The union disputes the County's asserted purpose for the changes, claiming that the employer really intends to diminish the present wages, hours and conditions of employees. The union contends that the employer may already hire part-time employees under the recognition clause of the current labor agreement. Further, the union

fears that the proposed contract changes could lead to loss of present work by current full-time employees.

The union's arguments are most persuasive. Moreover, the panel notes that the employer did not support its request with comparable practices or other testimony to demonstrate its need for the flexibility it demands. The new contract language would allow the County to undermine the union by filing a current full-time job with two or more part-time employees. Part-time employees can rarely take advantage of fringe benefits such as insurance, sick pay or vacation pay. A change of contract language with such a potentially substantial effect on the composition of the bargaining unit must be agreed-upon by the parties during negotiations. For all of these reasons, the union's proposal to maintain the status quo is the most reasonable

AWARD: The union's last best offers on scheduling of shifts, call-in pay and definitions of work week are adopted.

Mr. Timpner	Concurs <u>          </u>	Dissents <u>          </u>
Mr. Hitesman	Concurs <u>          </u>	Dissents <u>          </u>



ISSUE NO. 8 PAYMENT OF ACCRUED SICK PAY:

The County requests the addition of the following sentence to the end of Section 13.7: "The maximum payment shall be for sixty (60) days." The employer contends that its proposal does nothing more than limit its self-funded insurance obligation upon the termination of an employee's employment with the County. The employer argues that a paid sick leave program such as is contained in the expired contract is a County-funded income protection insurance program, and that the same benefits through a commercial insurance policy would be totally unavailable to an employee who retired or quit.

The union wishes to retain the present contract language. The union interprets the additional contract language as capping the number of sick day payments paid to the family of a deceased employee, but not limiting the payoff for employees who quit or retire with two weeks advance notice. The union condemns the resulting inequity, and emphasizes that the County did not enter any evidence as to whether any other comparable had or did not have a cap on sick leave time.

The panel reviewed the expired contract language, and the employer's proposed changes. As indicated by the parties' differing interpretations of the additional language, the employer's intent is unclear. If the sentence enacting the sixty-day limit were tacked on to the end of Section 13.7, as the County requests, the provision could be interpreted to cap payments to all employees retiring or quitting with

two week notice and payments to the families of deceased employees. This seems to be the interpretation the employer promotes in its brief, when it talks of the "termination of an employee's employment with the County". Or, the Section could be read as only limiting the payments to the families of deceased employees, as the union asserts. The chairman of the panel also read the passage as the union does. If the union's interpretation is correct, the County failed to establish why the payment of accrued sick days to families of deceased employees should be limited, but the payments to employees retiring or quitting should not. If the employer's interpretation is that all such payments should be capped, the parties should agree upon such a change at the bargaining table. The panel urges the parties to work out language for this section that unambiguously states when, if ever, payment of accrued sick pay shall be limited. Because of the ambiguity of the proposed language, and the two possible and distinctly differing interpretations, the union's proposal to maintain the status quo is the more reasonable.

AWARD: The union's last best offer on payment of accrued sick pay is adopted.


Mr. Timpner	Concurs <u></u>	Dissents _____
Mr. Hitesman	Concurs <u></u>	Dissents _____

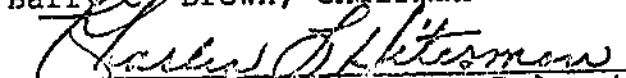
AWARD

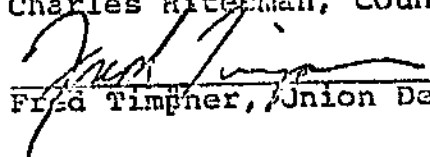
The contract between the parties for the period from January 1, 1982 through December 31, 1983 shall contain the County's last best offer on issues 1, 3, and 4.

The Union's last best offer is adopted for issues 2, 5, 6, 7, and 8.

Panel of Arbitrators:

  
Barry C. Brown, Chairman

  
Charles Hitecman, County Delegate

  
Fred Timmer, Union Delegate