

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Arbitration
between
Mecosta County, Michigan
and
Mecosta County Deputy Sheriffs'
Association

Under Act 312
Public Acts of 1969
State of Michigan

5/7/75 Sol Elkin

Appearances

For the County

J. Warren Eardley, Esq., Attorney
Delbert D. Long, Mecosta County
Commissioner
Russell Brown, Mecosta County
Commissioner
Bette Waldorf, Deputy Treasurer,
Mecosta County

For the Association

Harry Hagstrom, Police Officers
Association of Michigan
James Stockwell, President, Mecosta
County Deputy Sheriffs'
Association

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JUL 31 1976

BACKGROUND

This arbitration arose at the request of James Stockwell, President of the Mecosta County Deputy Sheriffs' Association, by letter dated December 23, 1974 to the Michigan Employment Relations Commission. The request followed failure of the Association and Mecosta County to reach agreement, through bargaining and mediation, on the terms of a collective bargaining agreement for the year beginning January 1, 1975.

Elkin, Sol M.

5/7/75
ARB

Mecosta County of

The County designated Thomas Cooper as its delegate to the panel of arbitrators and the Association designated Harry Hagstrom. Sol M. Elkin was selected by the Michigan Employment Relations Commission to serve as chairman.

Pursuant to Act No. 312, Public Acts of 1969, as amended, hearings were held on March 7 and March 21, 1975, at the Mecosta County Building, Big Rapids, and on April 10 at the offices of the Michigan Employment Relations Commission, Grand Rapids. Prior to the completion of the hearings and pursuant to Section 7a of the Act, the dispute was remanded to the parties for further collective bargaining, which effort failed to produce agreement.

Located in West Central Michigan, Mecosta County covers 576 square miles. It has a permanent population of about 21,000. Because the County includes many recreation areas, its temporary summertime population is much greater. The City of Big Rapids is the county seat, and with a population of 12,000 is the largest city in the County.

The Sheriffs' Department consists of 14 fulltime employees: sheriff, under-sheriff, lieutenant, clerk, matron, driver license examiner, and eight deputies. The first three classifications are not part of the bargaining unit.

The parties first negotiated a collective bargaining agreement for the year beginning January 1, 1973. Association members are the only group of employees that have a collective bargaining agreement with the County.

ISSUES IN DISPUTE

The parties failed to reach agreement on wages, vacations, and insurance coverage. The parties stipulated that all are economic issues. Pursuant to Section 8 of Act 312, the last offer of settlement on each issue was submitted to the panel on March 7, 1975, and is set forth below. Section 8 requires that the Panel adopt the last best offer of one party or the other on each economic issue in contention.

Wages: The Association demands a 14% across-the-board increase; the County offers 8%.

The 1974 wage rates for members of the bargaining unit, the County's offer, and the Association's demand are shown below:

<u>DEPUTIES</u>	<u>1974 Wage Rates</u>	<u>County's Offer-8%</u>	<u>Assoc. Demand-14%</u>
Starting	8516	9197	9708
After six months	8716	9413	9936
After one year	8968	9685	10,224
After two years	9168	9901	10,452
After three years	9368	10,117	10,680
After four years	9568	10,333	10,908
DISPATCHER - CLERK	6512	7033	7424
TURN-KEY DISPATCHER	7616-8668	8225-9361	8682-9882
CLERK	6658	7191	7590
COURT OFFICER	7616-8668	8225-9361	8682-9882
DRIVER LICENSE EXAMINER 05	6812	7357	7766
DRIVER LICENSE EXAMINER 07	7864	8493	8965

Vacations: The Association demands two paid vacation days per month for employees with five years of service. The County offers no change from the 1974 Agreement, i.e., one day vacation per month after one year of service, the same as for other County employees.

Insurance: The Association demands the addition of a prescription rider to present Blue Cross-Blue Shield coverage. The County offers no change from the 1974 Agreement.

DISCUSSION AND FINDINGS

WAGES

In presenting evidence in support of its wage demands, the Association relied heavily on two factors; the County's ability to pay wages higher than offered, and comparability with other police departments.

Examination of the data showing the County's financial situation, including anticipated revenues and expenditures for the current year, reveals a reasonably stable financial picture. This despite many uncertainties that trouble County officials, due in large measure to the general economic turndown. There are a number of variables that could yet adversely affect the County's receipts and expenditures in the course of the current year. Nevertheless, given the information available at this time, the panel believes that the County's financial condition does not bar payment of equitable wages to the Sheriffs' Department.

In support of its position, the County asserts that the increase in wages for the Sheriffs' Department from the first collective bargaining agreement in 1973 to the County's offer for 1975, has been substantial. During that time, the starting wage for deputies has increased by 34.1%, while the maximum wage has increased by 31.5%. Moreover, in the current negotiations, the County states it has already granted significant concessions, among which are an additional paid holiday and a night and evening shift differential.

The Association entered into evidence wage rates for a large number of law enforcement agencies throughout the State. It argues that many police departments pay their officers considerably more than does Mecosta County. Two of the highest are Livonia and Westland, which pay \$16,640 and \$15,200, respectively, to officers at the four-year level.

The County, on the other hand, urges comparison with sheriff departments in contiguous counties. It also seeks to include Big Rapids for

comparison purposes. The County contends that its selections are more comparable to Mecosta in respect to job responsibilities, working conditions, and living costs. It contends that wage rates for police departments in metropolitan areas are not applicable to the instant dispute because these areas require a different kind of police work and also have a considerably higher cost of living. The Association disagrees and insists that police work everywhere is essentially the same.

The Panel majority is convinced that on the basis of size, location, similarity of duties, and cost of living, the sheriff departments of counties contiguous to Mecosta County are more appropriate for comparison purposes.

The chart below shows 1974 salaries for Mecosta and contiguous counties, and also compares 1975 salaries for Montcalm and Newaygo with the wage offer and demand in the instant dispute. Data on 1975 wage settlements for the other counties is not available.

Deputy Salaries at Four-Year Level for Mecosta and Contiguous Counties

	<u>1974*</u>	<u>1975</u>
Montcalm	\$ 9911	\$10,400
Isabella	9700	N.A.
Mecosta	9568	10,333 (County offer)
		10,908 (Association demand)
Newaygo	9399	9800**
Missaukee	9200	N.A.
Lake	8300	N.A.
Wexford	7800	N.A.
Osceola	7452	N.A.

* From "1974-1975 Wage Survey; Police Officers Association of Michigan (Assoc. Exh. 10)

** Newaygo has a five-year level at \$10,300

It is readily apparent that the County's 8% offer would place Mecosta deputies very close to the salary level of Montcalm and to Newaygo's five-year level. A 14% increase would raise Mecosta deputies substantially above the two counties. Although the Big Rapids Police Department is not included in the above chart because it is a city rather than a county police agency, it is comparable in respect to cost of living. It should be noted here that patrolmen in that Department receive \$9730 at the four-year level, in a contract expiring July 1, 1975.

After careful consideration of all applicable factors, the majority of the Panel concludes that the County's offer of an 8% increase is more reasonable than the Association's demand.

VACATIONS

The Association argues that the nature of police work with its irregular hours and split shifts calls for more than the usual number of vacation days. Moreover, it points out that only one deputy now in the Department has five years of service and hence the cost to the County for this benefit would be nominal. The County, to the contrary, emphasizes that of the 83 counties listed in the 1974-1975 Wage Survey (Assoc. Exh. 10), only five granted 24 days vacation, the number demanded by the Association. Only six give more than 15 days after five years of service. Finally, the County contends that to accede to the Association's demand would create an inequity for the 77% of the County employees who receive fewer days and who are not represented by the Association.

The majority of the Panel is not persuaded that Mecosta County sheriffs should become one of the few law enforcement agencies in the

state to grant 24 vacation days per year after five years of service. It concludes that the vacation provision shall remain the same as in the 1974 Agreement.

PREScription RIDER

No evidence was placed in the record to show that other police departments enjoy this insurance coverage. The Association urged its acceptance as a desirable economic benefit. Although all County employees are in the same Blue Cross group with identical benefits, the Association stated that the deputies could form a separate group with the prescription rider added. The County stressed that there was no evidence in the record to indicate that any other county offered this benefit, that it was more expensive to form a separate Blue Cross group, and that it would again create a problem of equity with the other County employees who are not represented by the Association.

The Panel majority believes that the Association failed to present a persuasive case in support of this demand. Also, it is reluctant to order the addition of a benefit which was not shown to exist in other police departments. It concludes that the prescription rider shall not be added to the 1975 contract.

AWARD AND ORDERS

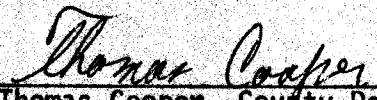
Wages: Retroactive to January 1, 1975 and continuing to December 31, 1975, all members of the Association bargaining unit shall receive an eight percent (8%) increase over the 1974 rates.

Vacations: The number of paid vacation days shall remain the same as last year, as set forth in Article XIII of the 1974 Agreement.

Prescription Rider: The Association's demand for this addition to the present Blue Cross coverage is denied.

CONCURRENCES

The County delegate concurs with the Panel chairman on all the issues; the Association delegate does not concur on these issues.



Thomas Cooper, County Delegate



Sol M. Elkin, Chairman

May 7, 1975