

5/18/76
ARBC-1

STATE OF MICHIGAN

BEFORE THE DEPARTMENT OF LABOR EMPLOYMENT RELATIONS COMMISSION

Montmorency County of

In the Matter of the Arbitration Between:

MONTMORENCY COUNTY SHERIFF DEPARTMENT

-and-

LOCAL #1794, AFSCME

OPINION AND AWARD

5/18/76 THIS ARBITRATION proceeding was held pursuant to the Police-Fire Fighters Arbitration Act, the same being Act 312 of the Public Acts of the year 1969 of the State of Michigan, as amended, wherein it is provided that the decision of the Arbitration Panel, created in pursuance thereto, shall be final and binding upon the parties to said proceeding.

A hearing was held before the Arbitration Panel consisting of Mr. Dale D. Latta, Union Designee, and Mr. Gurney Wescott, County of Montmorency Designee, and J. Willard Carpenter, Chairman, on Friday, April 16, 1976, in the Holiday Inn, located in Bay City, Michigan, at which time proofs were presented by each of the parties hereto, with respect to their individual positions concerning the wage opener, contained in the existing Collective Bargaining Agreement between the parties hereto, having to do with the economic item in contest between the parties.

At the conclusion of the hearing, the parties understood that the Arbitration Panel as hereinbefore mentioned would study the matter in hand after receipt of the transcript of testimony from the Reporter, and that a meeting of said Panel would be held at the same location as previously stated upon call upon the part of your Chairman.

As a result of the foregoing understanding, the Panel reconvened at Bay City, Michigan at which time the following report and decision was discussed and prepared as follows to-wit:

The following appearances were noted in the record of the proceeding:

FOR THE UNION

Mr. Wayne Crofoot
Staff Representative

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

JUL 22 1976

Carpenter, Willard

FOR THE COUNTY

Mr. Gurney Wescott
Attorney at Law

DISCUSSION

At the beginning of the hearing of this matter the following Union Exhibits numbered, 1, 2, 3, 4, 5, 6, 7, and 8 were introduced and accepted as evidence, no objection to their introduction having been raised on the part of the County of Montmorency.

The said Exhibits are described as follows, to-wit:

1. Agreement between MONTMORENCY COUNTY BOARD OF COMMISSIONERS and MONTMORENCY COUNTY SHERIFF'S DEPARTMENT CHAPTER OF LOCAL #1794
2. Agreement between the MONTMORENCY COUNTY BOARD OF COMMISSIONERS and the MONTMORENCY SHERIFF'S DEPARTMENT EMPLOYEES CHAPTER OF LOCAL #1794, affiliated with COUNCIL #55, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
3. Breakdown of salary to hourly rate of MONTMORENCY COUNTY SHERIFFS
4. Bargaining negotiations
5. Agreement between THE CITY OF CHEBOYGAN and LOCAL 1325, of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
6. Agreement between PRESQUE ISLE COUNTY BOARD OF COMMISSIONERS and PRESQUE ISLE COUNTY SHERIFF'S DEPARTMENT EMPLOYEES CHAPTER OF LOCAL #1325 and COUNCIL #55, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
7. July 1, 1974 Agreement between CITY OF ROGERS CITY, MICHIGAN and THE ROGERS CITY EMPLOYEES CHAPTER, LOCAL #1325 COUNCIL #55 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
8. Classification comparables: 1976 Rates

Mr. Wayne Crofoot was the first Witness in these proceedings, and he discussed the addendum, which contains a breakdown of the salary rates, to an hourly rate, and he explained in detail the other items which he felt to be important to the presentation of the Union position, such as the reduction in the hours worked by road deputies from 44 to 42 hours per week.

In furtherance of the subject matter, the Witness discussed the contents of various Union Exhibits as previously named herein so that the Panel of Arbitrators were fully informed as to the basis upon which the Union predicated their final offer of settlement, which is required to be stated by both of the contending parties, to the end that the Arbitration

Panel may choose the "last offer" in conformity with the provisions of Act 312 of the Public Acts of 1969, as amended.

The Witness thoroughly expounded with reference to the theory of the Union, in their request before this Panel of Arbitrators, and your Chairman has made a thorough study of each and every one of the said Union Exhibits, which are hereinbefore enumerated.

Mr. Bruce Graff followed Mr. Crofoot as a Witness in behalf of the Union, and he identified himself as a desk deputy, attached to the Montmorency Sheriff's Department.

This Witness testified that he works forty hours per week, and that in essence the law enforcement for the County Sheriff's Department and Leniston consists of one person who is the Witness, and that he likewise covers the towns of Atlanta and Hillman, which area the Witness stated amounts to approximately 555 square miles.

The Witness also testified that Sheriff's Departments in adjoining counties cover smaller areas and to the best of his knowledge, Cheboygan does not have a twenty-four hour patrol.

When questioned with reference to the matter of the number of people served in each of the Counties adjacent to Montmorency, the Witness stated that the population is approximately the same in each county.

The Witness was likewise interrogated with regard to the classifications listed in Union Exhibits, and with reference to a comparison with Montmorency County and as well the duties and hours of Sheriff's Departments as therein mentioned, and in addition the subject of "cost of living", was discussed with this Witness as well as the previous Witness.

At the conclusion of the Union presentation, your Chairman asked the Union Representative for their "last offer", as required by law, whereupon a brief recess was called by your Chairman, and at the conclusion of which the Union Representative stated the "final offer" of the Union in the following language as set forth in the record of testimony, taken by the Reporter at the time of the hearing herein, to-wit:

"Our final position would be that we would be entitled to 40 cents an hour; that the Employer has offered us 25 cents an hour. I will give

the reasons at we feel it should be 40 cents an hour.

We feel, by the comparisons we have submitted from key areas, that we are substantially behind any other law enforcement department in the area. That our responsibilities cover the entire County, including the towns that, with one exception -- one township has an officer who works forty hours a week, which still leaves us to really cover that in the off hours. That we are substantially behind all of the others in every classification. In the base rate -- We do not have cost of living. The cost of living has risen substantially during the last year. We took 5.5 last year, and it has exceeded that. That the other that I have cited have holidays that are, again, over and above their base rate. In one case, they get paid double time if they work the holidays. In the other two, they get paid time and one-half. Ours is folded into that base rate which, for a road deputy, would be \$4.11 an hour. And, for the dispatchers or desk deputies, it is -- our rate is \$3.04 an hour -- again, with those holidays folded in. And all of these groups are substantially above us in the base rate, plus they have cost of living, plus they got paid holidays.

And we feel that the 40 cents is not unrealistic; in fact, even the 40 cents won't bring us, probably, into the range of the other departments. It will bring us much closer"--

The position of the County of Montmorency with reference to the present dispute was then presented by Mr. Gurney Wescott, and consisted of the following to-wit:

"In 1972, the Sheriff's Department had personnel of six people. They processed 324 criminal cases, at a cost of \$87,000. In 1973, six personnel processed 186 criminal cases, at a cost of \$99,000. In 1974, fourteen personnel -- eleven County and three federal -- processed only 215 criminal cases, at a cost of \$139,000. In 1974, the whole Sheriff's Department was a third of the whole County's budget. In 1974, there was 673 breaking and enterings and traffic reports. And, out of that, there were only 224 arrests -- which, for twice the personnel, we have had half of their results.

In 1975, they accepted a five and one-half percent salary increase,

which was \$467 -- and I forget the cents -- this was road deputies, now. Their retirement is fully paid by the County, at a cost of \$354. They had a 104-hour reduction in time, at a cost of \$407, which gave the road deputies the \$1,229 increase in pay, a fourteen and one-half percent increase, in 1975. On top of their salaries, their fringe benefits are a \$5,000 life insurance package; all uniforms and cleaning are free; one hundred percent Blue Cross for them and their families; they have completely paid schooling.

In 1976, we offered them five and one-percent salary increase. They have a reduction of 104 hours. It comes to the total of \$921 in increases, at ten percent. Their hourly rate -- if I dispute your figures, pardon me, but these are kind of round -- their 1976 salary would be about \$4.35 an hour. Is that correct? I will tell you the way I calculated it. I took 42 hours, which I think comes to -- well divided by 52 -- I am trying to think -- divided by their salary, I come up with \$4.11.

The census of our County is 6,590 people, as of last November. Our population is fifty percent in -- compared to Presque Isle County and Cheboygan County -- fifty percent of that. Cheboygan and Presque Isle -- Rogers City -- both have large industries. We have three small industries, one in each town.. Forty percent of the people, out of the 6,590 people, receive some sort of Social Security. We are 82 out of 83 counties in the State in per-capita income, which is \$2,414. Lake County is the only county in the State with a smaller per-capita income.

One-third of our land -- by the way, we are the largest county in the State of Michigan, I think -- One third of our land is State land, with 109,000 acres. Upon that 109,000 acres, we receive swamp tax only, which does not go into the SEV tax base. Our SEV tax base is the highest of any county in the State of Michigan. And, by having that tax base, our school program is all strictly confined to our county. We get no State aid whatsoever.

In 1974, the Sheriff's Department overspent their budget by \$26,000. In 1975, they overspent their budget by \$10,000. In 1976, their budget is figured out at 22 percent of the County's total budget.

We have no contingency fund for this year's operation, and we have got to live strictly within our budget. We have had some revenue sharing money to pay these expenditures, in the years before. This year, we do not have that. It has been put into another fund, and the State will not let us withdraw it from that fund to make any overpayments or expenditures. This doesn't have anything to do with the wage negotiations, I wouldn't say, but they have the finest facility of any department in the United States, which is a pilot project that was put in two years ago. It has been in operation less than a year now.

The tax base of Presque Isle County and Cheboygan County is 100 percent greater than ours. They mentioned Presque Isle County -- what they were getting and so forth -- They forgot to mention that they have always overspent their budget, and one of their deputies was laid off last year, too. Some of these road deputies average \$1,000 a year apiece in overtime. The Union agreement calls for a witness -- they are allowed a half-day as a witness. And, in the court cases, sometimes there are one or two deputies that have to report for half a day. And we are not getting any work out of them, actually.

That is about all -- the desk deputies, with their five and one-half percent increase -- I come up with a wage of about \$3.20 an hour for 1976. That would be less than that for 1975, or -- What were the figures you were using there?"

At the conclusion of the presentation by the Representative of Montmorency County your Chairman asked the following question of Mr. Wescott:

"The fact remains that the Commissioners are offering 25 cents across the board, and the Union is asking for 40 cents across the board. Is that correct?

To which the Witness stated "that's correct".

The Panel of Arbitrators is therefore faced with a decision as to which "last offer" should be adopted as the Award decided upon by the Panel as the result of this proceeding, and the position of your Chairman is that the "last offer" on the part of Montmorency County should be, and is the decision of your Panel of Arbitrators.

AWARD

The "last offer", as made by Montmorency County of twenty-five (25¢) cents across the board, amounting to five and one-half (5½) percent shall be paid by the County, to the effected employees retroactive to the date upon which the right created by the so-called "wage opener" in the Collective Bargaining Agreement was exercised by the parties or such other date as may be agreed upon by the parties to this proceeding.

Gurney Westcott

Panel Member

Charles W. Latta Desord.

Panel Member

James Campbell

Chairman

Dated at the City of St. Clair Shores,
Michigan this 18 day of May 1976