

*Mich Police / Fire arb*

*Osceola County of*

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

COUNTY OF OSCEOLA, MICHIGAN

-and-

TEAMSTERS LOCAL NO. 214  
LAW ENFORCEMENT DIVISION

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*9/18/75*

FINDINGS OF FACT, OPINION AND AWARD  
Pursuant to Act 312, Public Acts of 1969,  
as amended

ARBITRATION PANEL

Leon J. Herman, Impartial Chairman  
James C. Thompson, County Designee  
Billy Mendenall, Union Designee

Issued September 18, 1975

LABOR AND INDUSTRIAL  
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Michigan State University

AUG 19 1976

This is a proceeding in arbitration pursuant to Act 312 of Public Acts of 1969, as amended. James C. Thompson was named by the County as its designee to the panel. Billy Mendenall was appointed by the Union as its designee. On March 13, 1975, the undersigned, Leon J. Herman was appointed by the parties as impartial chairman of the arbitration panel.

A joint statement of the issues to be arbitrated was prepared and stipulated by both parties. Hearings were held and testimony taken on May 12, 1975, at the College Inn, Big Rapids, Michigan. Thereafter a conference between the members of the panel of arbitrators was held on September 10, 1975. A verbatim record of the proceedings was made.

James C. Thompson represented the County of Osceola. James Allen appeared on behalf of Local 214.

Testimony was offered on the various demands presented by the Union by both County and Union witnesses. Full opportunity for examination, cross-examination and re-direct examination was offered to both parties. One day was spent in the course of the hearings, with eight exhibits submitted.

Both parties entered in good faith into the proceeding. No issue of arbitrability was raised. No question was raised as to the legality or authority of the arbitration panel to determine the issues presented. Time limits were extended as required to meet the restrictions of the statute.

Teamsters Local 214 has been the bargaining agent for the County for a substantial number of years. It claims the right of representation for approximately all deputies in the department. The parties have agreed upon all issues with respect to wages, hours and other terms and conditions of employment, with the exception of the issues presented by stipulation to this panel for determination. The unresolved issues to be decided are the following:

- Issue No. 1 - Eye and dental insurance
- Issue No. 2 - Longevity
- Issue No. 3 - Cost of living
- Issue No. 4 - Workmen's Compensation supplement
- Issue No. 5 - Personal leave days
- Issue No. 6 - Improvement in hospital-medical insurance
- Issue No. 7 - Wages

The statute pursuant to which this proceeding came into being and under which this panel functions poses certain specific criteria which the panel must consider in arriving at a conclusion:

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests 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.

That a County may negotiate wages, hours and working conditions of its employees with a recognized bargaining agent has been established by the Public Employee Relations Act. The Union has been duly recognized as the bargaining agent for all deputies in the Sheriff's Department for a number of years. Both the County and the Union have agreed to statutory arbitration of the items remaining in dispute in their current negotiations in accordance with Act 312 of the Public Acts of 1969, as amended.

The County agrees that it has the lawful authority and obligation to negotiate and conclude an agreement in consonance with the award of this panel.

The parties have stipulated that the panel may consider the issues above listed and render an award thereon which both will accept; that all proceedings of this panel of arbitrators have been properly taken in compliance with the governing statute, and that this award is duly processes and is binding upon the parties.

The interest and welfare of the public and the financial ability of the City to meet the increased costs resulting from implementation of this award have been considered and determined.

Comparison of wages, hours and conditions of employment, in both the private and public local sectors, as well as in comparable communities, is discussed hereinbelow, as are increases in cost of living as a factor in the determination of this panel.

By mutual agreement the 1974 agreement has been continued in full force pending receipt of this award. Relations between the parties have continued in status quo. No objectionable practice has been charged against either party.

Other factors considered by the parties and the panel are listed in the opinion.

It should be emphasized at this point that all comments, opinions and interpretations of factual evidence stated herein are solely and exclusively the responsibility of the impartial arbitrator, unless specifically attributed to another member of the panel.

Both parties have submitted their respective positions as to the various demands in their post-hearing brief. With respect to eye and dental insurance, the Union argues that it is very common for employers in the private sector to furnish eye and dental coverage for their employees. Public employers are coming to recognize that they must compete with private industry for superior employees. To compete it must furnish equivalent fringe benefits. The Union proposal of eye and dental insurance at a cost of \$3.00 per week per employee would not cause a serious strain on the employer's budget and will provide partial eye and dental coverage for the employee and his family.

The County rejected the Union's demand for eye and dental insurance because there is no basis to require the County to provide it. It is noted that none of the surrounding counties provide this particular type of insurance.

The impartial arbitrator is of the opinion that the insurance is a costly item for the County to provide. Whatever sums are available should be devoted instead to increases in wages to provide for a better standard of living for the County's employees.

The Union asked that longevity be paid for continuous service with the County in accordance with the following schedule:

- 5 to 10 years - \$190 per year
- 10 to 15 years - \$380 per year
- 15 to 20 years - \$570 per year
- 20 years or more - \$750 per year

The County has rejected the proposal, claiming that the present schedule, when considered with the annual increases, would more than compensate the employee.

Two employees are presently receiving a modest longevity payment. It will be years before any employee reaches the ten year level. In the circumstances, it appears to the impartial arbitrator that the issue of longevity pay can be deferred for some years until such point as it becomes of material value to the employees.

The Union has asked a cost of living allowance of .01 increase per .4 increase in the BLS Index.

The County has rejected the proposal because it has granted salary increases amounting to ten percent per year for the last several years, in addition to longevity pay. There is no indication of the necessity for additional pay under the heading of cost of living increase.

The impartial arbitrator notes that the parties intend to enter into a collective bargaining agreement for one year from January 1, 1975. Accordingly, he feels that a cost of living adjustment can well be deferred to the succeeding contract, with allowance made therefor in the salary schedule for the year 1975.

A workmen's compensation differential is asked by the Union so that an employee would not be penalized if injured while performing his duties. The amount received from workmen's

compensation does penalize the employee substantially. He should receive 100% of his base rate. The Union proposes that this amount be limited to one year from the date of injury.

The proposal has been rejected by the County. It is felt that the workmen's compensation statute adequately compensates an injured employee, particularly since benefits received through the act are tax free. Any additional payment as proposed by the Union would make it profitable by the employee to claim an injury.

While the impartial arbitrator does not contemplate that the deputies would falsely claim workmen's compensation benefits, he does feel that the matter may be deferred to the negotiations for the 1976 contract. For purposes of the 1975 agreement, and considering the late date at which this matter is concluded, it is felt that this claim should be waived for this year's contract.

The Union asked that employees be allowed two personal leave days per year for the purpose of conducting personal business.

The County argues that the theory behind personal leave days is that a person working on a regular 8:00 to 5:00 shift cannot take care of personal business which must normally be handled between those hours. Deputies do not work such a regular shift. They can always find time to take care of personal business outside of their working hours. The request for additional time is without merit and is rejected by the County.



The impartial arbitrator is of the opinion that the County's position is correct in this matter. No personal leave days are needed and none are recommended herein.

The Union has asked that the present MVF-1 Blue Cross-Blue Shield Plan be improved.

The County replied that it currently provides Blue Cross-Blue Shield insurance to the employees and their families without cost to them. It is presently in process of arranging a hospital-medical plan with considerably improved coverage for all County employees. The deputies will participate in the improved plan as soon as it is completed.

In the circumstances it is felt that no further action need be taken to provide improved coverage to the employees and the proposal is rejected by the impartial arbitrator.

The Union refers to the Michigan Municipal League 1975 Wage and Fringe Benefits book, which shows that in population group 10,000 to 24,999 patrolmen's wages average \$12,688. Patrolmen in Area 3, according to the same source, average \$9,261. The average of these two figures is \$10,975.

The following counties surrounding Osceola have completed negotiations. Their top deputy rate follows:

Clare County	-	\$10,924
Lake County	-	\$9,410
Mecosta County	-	\$10,330
Missaukee County	-	\$9,300
Nawaygo County	-	\$10,300

The average of these rates is \$10,053.

It is pointed out the deputies must attend many specialized schools and training programs. Their work load includes 99,413 miles to be patrolled. In the previous year they answered 2,972 complaints, lodged 353 prisoners, and made 53 arrests. They are entitled to at least an average wage.

The Union proposes as its final salary offer:

Start - \$9,400  
6 months - \$9,600  
1 year - \$9,800  
2 years - \$10,000

The 1973 salaries paid by the County were:

Start - \$6,820  
6 months - \$7,040  
1 year - \$7,260  
2 years - \$7,452.50

The County has unilaterally raised the salaries as of January 1, 1975 to the following:

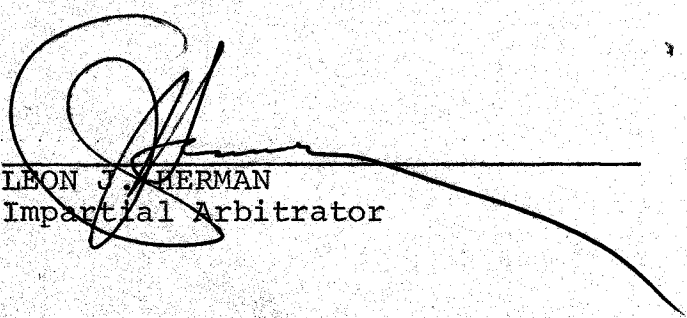
Start - \$7,900  
6 months - \$8,100  
1 year - \$8,300  
2 years - \$8,500

These increases run from 14.1% to 15.8%, while the Union's demand runs from 34.2% to 37.8%. The final offer by the County is the same as that it is presently paying.

It is pointed out that the work load of police activity in Osceola County is carried by two State Police posts, where ability, training and experience far exceed those of these deputies.

The salaries paid for 1975 in Clare County are \$9,428; in Wexford County, \$7,867 (for a 44 hour week); and \$9,410 in Lake County (for a 42.5 hour week). Mecosta County paid \$9,168 in 1974. Of these four counties, only Wexford has a Michigan State Police post.

The impartial arbitrator has denied many of the requests for additional fringe benefits because of the cost involved, and his feeling that it would be better to apply some of that cost to wage increases rather than to fringes. It is no secret that the cost of living has increased tremendously in the last year. These deputies suffer from that cost just as everyone else does in the State. I believe that the offer of the County is too low in light of today's costly living conditions and therefore approve the offer made by the Union.



LEON J. HERMAN  
Impartial Arbitrator

Southfield, Michigan  
September 18, 1975

A W A R D

1. The Union's request for eye and dental insurance is denied.
2. The Union's request for improved longevity payment is denied.
3. The Union's request for a cost of living allowance is denied.
4. The Union's request for a workmen's compensation differential is denied.
5. The Union's request for personal leave days is denied.
6. The Union's request for improved hospital and medical insurance is denied on the understanding that the County is presently negotiating for an improved hospital-medical program and that these deputies will be given the benefit of that program when it is instituted.
7. Salaries of deputies are to be payable at the following scale:


Start - \$9,400  
6 months - \$9,600  
1 year - \$9,800  
2 years - \$10,000

By agreement of the parties, all wages are made retroactive to January 1, 1975. Payment of retroactive wages or other monies due shall be made within 30 days from the date hereof.


  
LEON J. HEIMAN  
Impartial Arbitrator

County of Osceola  
Page Thirteen  
Award (Continued)

I concur with the foregoing award.

  
BILLY MENDENALL  
Union Appointed Arbitrator

I dissent from the foregoing award.

  
JAMES C. THOMPSON  
County Appointed Arbitrator

September 18, 1975