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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Arbitration Under  
Act 312 (Public Acts of 1969):

MERC Case No. L89 E511

COUNTY OF SAGINAW

-and-

POLICE OFFICERS ASSN. OF MICHIGAN

OPINION AND AWARD

Chairman of Arbitration Panel: Barry C. Brown

County Delegate: Donald Johnston

Union Delegate: William Birdseye

Representing Township: Peter Jensen

Representing Union: William Birdseye

Prehearing Conference: May 23, 1990

Hearings Held: October 11, 1990 in panel chairman's office

Post-hearing panel conference: None

Briefs Received: December 17, 1990

Opinion & Award Issued: January 17, 1991

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

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STATEMENT OF THE CASE:

On August 24, 1989 the labor organization, Police Officers Association of Michigan, filed a petition for arbitration pursuant to Act 312, PA of 1969 as amended (MCLA 423.231, et seq.). The union asserted that it had engaged in good faith bargaining with the employer, the County of Saginaw, on behalf of the County's 20 dispatchers and an impasse in negotiations had been reached. On July 20, 1989 the Michigan Employment Relations Commission Chairman Tanzman appointed Barry C. Brown as the impartial arbitrator and chairperson of the arbitration panel in this matter.

The parties established the unresolved issues and the hearing procedures to be followed in a pre-hearing conference conducted on May 23, 1990. The formal hearing was subsequently conducted by the panel on October 11, 1990 and the last offers of settlement were exchanged on October 26, 1990. The dispute between the parties pertain to a three year collective bargaining agreement which commences on January 1, 1989 and which will be effective through December 31, 1991.

The issues before the panel for resolution are:

- 1) wages
- 2) shift differential

These issues have been stipulated to be economic issues under Act. 312.

Pursuant to the Act, the Panel shall adopt the final offer of settlement by one or the other party for each economic issue.

The parties also stipulated and the panel agreed that all Act 312 statutory time limits were waived. Further, parties agreed that the new contract (1989-1992) would consist of the predecessor agreement (1986-1988) as modified by the parties' settlements on various issues, the letter of understanding about hospitalization insurance and this panel's award on the issues still in dispute.

## II. THE STANDARDS FOR THE PANEL'S DECISION:

In pertinent part, Section 9 of Act 312 sets forth the following factors upon which the Panel's decision must rest:

"[T]he arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (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 these 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."

### III. BACKGROUND

Saginaw County is a large mid-Michigan governmental unit which has several large cities within its borders, the largest being the City of Saginaw. It has a declining population of 211,000 and low SEV per capita. The county operates a sheriff's department and the city and townships have ambulance (EMS), police and fire departments. All of these emergency operations are dispatched by a central dispatch unit. The 20 employees who man this central dispatch operation are called 911 operators and they are in a bargaining unit represented by the union, Police Officers Assoc. of Michigan (POAM). This unit has grown from being just the police dispatchers for the county to being the central dispatchers for all the emergency units in the county. In 1977 the former state police and city dispatch units were discontinued. Now there are 25 police agencies covered by these 911 operators.

The dispatches job (911 operators) is described as follows:

"GENERAL SUMMARY Under the general supervision of the Central Dispatch Director, receives calls, analyzes the information given and dispatches the appropriate agency to the scene. Assists officers by providing information concerning individuals and vehicles. Works to minimize the time between initial contact with the caller and emergency relief for those who require it.

#### TYPICAL DUTIES

1. Obtains all information that is relevant to the problem as it exists. This includes: getting a true address and location of the problem, obtaining from the caller an accurate description concerning the nature of the situation with additional information as to the name of the caller, extent of injuries, description of vehicles or persons or anything else that may apply.
2. Calms and assures caller that help will be provided, when practical keeps he/she on the phone until emergency units arrive.
3. Determines which emergency units should be sent to the scene and completes a dispatch card with the necessary information.
4. Determines priority of incoming calls in relation to others that may be waiting, as to seriousness and action needed.
5. When appropriate sends the closest available unit, with jurisdiction, to the scene, dispatching the call in a succinct and professional manner.
6. Monitors the activities of the responding personnel so as to maximize their safety and acts as a link to other agencies who may be of service.
7. Monitors all activities of personnel and vehicles that are available for use.
8. Utilizes computerized information terminal to assist personnel in obtaining information relating to various situations.
9. Accepts alarms from private companies and sees that proper police agencies are alerted."

The dispatchers work two positions and they rotate assignments every two hours. There are five radio positions, or consoles, and several telephone positions. The department operates continuously, around the clock, seven days a week and the employees have fixed shift assignments picked in seniority order once a year. The dispatchers work seven days in a row and then they get two days off with a four day weekend every month.

IV. COMPARABILITY:

The parties agreed that the following counties are comparable for the purposes of this arbitration:

- 1) Bay
- 2) Calhoun
- 3) Grand Traverse
- 4) Ingham
- 5) Jackson
- 6) Kent
- 7) Monroe
- 8) Muskegon
- 9) Washtenaw

The following chart was introduced by the union to show the dispatchers top step salary in each of the comparable counties:

<u>COUNTY</u>	<u>1-1-86</u>	<u>7-1-86</u>	<u>1-1-87</u>	<u>7-1-87</u>	<u>1-1-88</u>	<u>7-1-88</u>	<u>1-1-89</u>	<u>7-1-89</u>	<u>1-1-90</u>	<u>7-1-90</u>	<u>1-1-91</u>
Saginaw	20,466	20,875	21,293	21,719			Expired 12-31-88				
Bay	18,834		19,585		19,982		20,696		21,611	Expires 12-31-90	
Calhoun		19,781		19,781		20,280		20,883		21,715	Expires 6-30-90
Grand Traverse Dispatch/Clerk	18,639	19,012	19,582	19,974		20,696 (8-1-88)	21,445		22,090	Expires 12-31-90	
Ingham 911 Operators		24,361			25,579 (10-1-87)		26,730 (10-1-88)	27,799		Expired 6-30-90	In neg
Jackson Communication Technician/Clerk Typist	15,687		16,395		19,055		19,055		19,816	Expires 12-31-90	
Kent	28,412		29,548		30,730		32,000		Expired 12-31-89	in neg	
Monroe Comm. Specialist		21,112 (4-1-86)	21,965		22,838		24,211		25,418		26,437
Muskegon/Telecommunicator			19,396		20,171		20,978		21,922		22,854
Washtenaw/Comm. Operator I		20,058 (4-1-86)	20,961		20,961		Expired 12-31-88		in arb		
Comm. II/ Asst Dispatcher		25,937 (4-1-86)	27,917		27,917		Expired 12-31-88		in arb		
Comm. III/Dispatcher		27,535 (4-1-86)	28,774		28,774		Expired 12-31-88		in arb		

The county stated that it relied heavily on comparisons with internal units of other unionized county employees. The employer offered a comparison of salary increases for other Saginaw County bargaining units as follows:

<u>Classification/Unit</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
Animal Control	Freeze	3.5% Road	Reopener
Sheriff Unit I (Deputy)	Freeze	3.0%	Expires 12-31-90
Sheriff Unit II (Sergeant/Corporal)	Freeze	3.0%	Expires 12-31-90
Sheriff Unit III (Captain/Lieutenant)	Freeze	Reclassified Up One Grade	
Public Health/Aging	Freeze	3.5%	3.0%
Public Health/Nurses	Reclassified Up One Grade	Expired 12-31-89	
Mental Health Employees	Freeze	3.5%	3.0%
Mental Health Supervisors	Freeze	3.5%	3.0%
Juvenile Home Employees	Freeze	3.5%	3.0%
Sheriffs Cooks/Clerks	Freeze	3.5%	3.0%
Court Employees Unit	Freeze	3.5%	3.0%



V. ABILITY TO PAY

The county presented the 1990 budget message delivered by the Chairman of the Board of Commissioners in the fall of 1989. The excerpts shown below indicate that the county has been operating at a deficit since 1988 and that it had to reduce expenditures in 1990 and 1991. This report stated the following:

"The Controller's Office has also recently completed a Comparable County Study which seeks to review the expenditures for key departments and their counterpart departments in nine other comparable counties, four counties larger than Saginaw and five smaller. Specifically the questions addressed by this study is how do we measure up to other counties in terms of tax base, revenue base, and expenses on a department by department basis? A few conclusions can be drawn from this study as follows:

1. Our tax base is substantially less than other comparable counties as is our revenue base.
2. Most County departments spend less than the average for like departments on a per resident basis.
3. The County is currently spending at a level much higher than its revenue base justifies.

Given the County's current financial situation and the Comparable County Study, it is very evident that the County must downsize its budget by reducing staff, consolidating functions and by using other techniques such as encourage early retirements in order to avoid layoffs. The County desperately needs a strategic plan which sets forth the priorities in our County so that each department can focus on those priorities in our County so that each department can focus on those priorities for the betterment of the County. The County also needs to consider employing a lobbyist in cooperation with other counties to raise statutory fees and change the retirement plans offered by the County since Michigan Association of Counties is ineffective. The County must also consider privatizing entire functions where possible and working smarter with less.

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After extensive study of the County's 1990 Budget and expenditure and revenue history, it is very evident to those who have closely analyzed this situation, that the County cannot continue to deficit spend. The County's deficit has been largely covered in the past by transfers of monies from other funds which have all evaporated as of 1989. There is no more Santa Claus. We are now in the unenviable position that we must reduce the budget by whatever means necessary to provide for ongoing service to the citizens of Saginaw County over the next decade. In the future it is predicted that Revenue increases will lag far behind the growth in expenses, in this situation something has to give or we will be financially ruined."

In this context the county presented the following comparison of its fiscal situation with that of other comparable counties:

The comparable counties have been arranged in the order of the average of the high and low compensation range. It appears that the rate of compensation is not related to the population size of the County, but does seem to have a stronger relationship to State Equalized Valuation. With the exception of Kent County (Grand Rapids area), there appears to be a strong correlation between compensation rates and the total amount of SEV available to the unit. For purposes of this study, the Lansing Central Dispatch function was correlated to Ingham County figures because it services virtually the entire County.

County	1990 POP	1990 SEV	1990 POP SEV P/C	SEV % Chg.	POP % Chg.	Low Annual Wage	High Annual Wage	Shift Dif 2nd	Shift Dif 3rd	AVG WAGE	1988 County PCI	1990* County PCI
Monroe	132,926	3,060,834,880	\$23,027	7.09%	-1.29%	\$23,650	\$25,418	\$0.25	\$0.20	\$24,534	\$15,127	\$16,398
Ingham	280,711	3,495,564,670	\$12,453	7.83%	1.88%	\$20,920	\$27,799	\$0.40	\$0.40	\$24,360	\$16,228	\$17,591
Kent	497,378	7,747,006,531	\$15,576	11.48%	11.89%	\$20,738	\$26,437			\$23,588	\$16,908	\$18,328
Washtenaw	280,222	5,390,268,390	\$19,236	13.48%	5.84%	\$15,605	\$28,774	\$0.20	\$0.20	\$22,190	\$21,175	\$22,954
Saginaw	211,093	2,493,734,815	\$11,813	4.74%	-7.44%	\$19,124	\$22,479			\$20,802	\$15,142	\$16,414
Grd. Trav	63,972	1,191,780,499	\$18,630	5.09%	16.53%	\$18,595	\$22,089	\$0.25	\$0.30	\$20,342	\$14,866	\$16,115
Bay	111,336	1,443,458,705	\$12,965	4.71%	-7.13%	\$16,788	\$21,611			\$19,200	\$14,436	\$15,649
Muskegon	157,766	1,704,613,440	\$10,817	8.44%	0.11%	\$15,000	\$21,922			\$18,461	\$13,226	\$14,337
Calhoun	134,643	1,528,941,376	\$11,356	8.86%	-4.88%	\$15,122	\$21,715	\$0.15	\$0.15	\$18,419	\$14,215	\$15,409
Jackson	147,600	1,589,069,871	\$10,766	6.70%	-2.57%	\$16,405	\$19,816	\$0.35	\$0.35	\$18,111	\$14,311	\$15,513
Average			\$14,664	7.84%	1.30%	\$18,195	\$23,806			\$21,000	\$15,563	\$16,871

\* This number was determined by adjusting the 1988 Michigan Counties Per Capita Income (PCI) figure by the increase in the Consumer Price Index (CPI)

## VI. OTHER RELEVANT FACTORS

The consumer price index increased 5.0% in 1989 and a 5.6% increase (or more) is projected for 1990. The union asserted that in order for union members to continue to have the same buying power that they had in previous contract years it would be necessary that they receive a 6% pay increase. The employer maintained that local public sector employees' salaries generally do not track to the level of the overall increase in inflation nationally.

The panel also noted the general decline in federal revenue sharing programs. Further, they also took into account the existing fringe benefits and non-wage income enjoyed by the 911 operators. They are summarized as follows:

"Blue Cross & Blue Shield Option I Master Medical  
(10% Co-pay)

12 Sick Days (accumulate up to 120 days with a  
buy out at 50% after three years).

6 Holidays

6 Personal Paid Leave Days

Vacation - 10 days to 25 days depending on  
years of service.

Retirement - age 60 & 10 years service."

## VII. THE ISSUES IN DISPUTE

### No. 1 Salaries, Art. XXVI

#### A) Current Contract Language

Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5
Effective 1-1-86					
Annual	17,412	18,174	18,939	19,705	20,466
Hourly	8.37	8.74	9.11	9.47	9.84

	Step 1	Step 2	Step 3	Step 4	Step 5
Effective 7-1-86					
Annual	17,760	18,537	19,318	20,099	20,875
Hourly	8.54	8.91	9.29	9.66	10.04
Effective 1-1-87					
Annual	18,115	18,908	19,704	20,501	21,293
Hourly	8.71	9.09	9.47	9.86	10.24
Effective 7-1-87					
Annual	18,477	19,286	20,098	20,911	21,719
Hourly	8.88	9.27	9.66	10.05	10.44

B) County's Last Offer of Settlement:

1989 - 2% signing bonus for each employee who was employed by Central Dispatch. Such 2% bonus does not increase the scheduled wage rates published in the collective bargaining agreement.

1990 - 3.5%

1991 - 3.0%

C) Union's Final Offer of Settlement:

Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5
Eff. 1-1-89					
Annual	19,591	20,451	21,314	22,176	23,033
Hourly	9.42	9.83	10.16	10.66	11.07

[Represents reclassification from level T-12 to level T-13]

Eff. 1-1-90					
Annual	20,277	21,167	22,060	22,952	23,839
Hourly	9.75	10.18	10.61	11.03	11.46

[Represents 3.5% across-the-board]

Eff. 1-1-91					
Annual	20,885	21,802	22,722	23,641	24,554
Hourly	10.04	10.48	10.92	11.37	11.80

[Represents 3.0% across-the-board]

D) Discussion:

The union's proposal would result in a 6.05% salary increase for the dispatchers in 1989. The dispatchers' salaries would be unchanged in 1989 under the employer's proposal even though they would get a 2% signing bonus. Both parties have proposed a 3.5% increase in 1990 and a 3.0% increase in 1991. However, the dollar amounts of the 1990 and 1991 increases would vary greatly under the two proposals because the union's base is 6.0% greater in the first year. A comparison of the pay at the top step for both final offers is presented below:

	<u>Present</u>	<u>1-1-89</u>	<u>1-1-90</u>	<u>1-1-91</u>
UNION	\$21,719	23,033	23,839	24,554
COUNTY	21,719	21,719	22,479	23,154
Difference		1,314 -434 (2%)	1,360	1,400
Net Difference		880	1,360	1,400

The union's demand is that the 911 operators job be reclassified to a higher level in the county's salary structure. They have argued that the duties and responsibilities of the dispatchers have increased and they have maintained that dispatchers in comparable counties are paid more than are the Saginaw County employees doing similar work. In summary the salary averages of the last best offers of the parties compare as follows:

<u>County</u>	<u>1-1-88</u>	<u>1-1-89</u>	<u>1-1-90</u>	<u>1-1-91</u>
Bay	19,982	20,696	21,611	Expires
Calhoun	19,781	20,280	20,883	21,715
Gd. Trvse.	19,974	21,445	22,090	Expires
Ingham	25,579	26,730	27,799	Expires
Jackson	19,555	19,055	19,816	Expires

<u>County</u>	<u>1-1-88</u>	<u>1-1-89</u>	<u>1-1-90</u>	<u>1-1-91</u>
Kent	[30,730]	[32,000]	26,437	27,227
Monroe	22,838	24,211	25,418	26,437
Muskegon	20,171	20,978	21,922	22,854
Washtenaw	28,774	Expired		
<hr/>				
Avg w/Kent	23,043	23,174	23,247	24,558
[w/out]	22,082	21,914		
UNION	21,719	23,033	23,839	24,554
COUNTY	21,719	21,719 + 434 (2%)	22,479	23,154

The panel notes that the recent Kent County settlement and the probable settlement in Washtenaw County will further weight the average salary so that Saginaw County will be more on the low side. Further, when the panel compares the other more urban counties most similar to Saginaw (Ingham and Monroe) it is clear that Saginaw County's last best offer will place their dispatchers well below the level of comparable communities.

The larger, county-wide 911 central dispatch units throughout the state have apparently recognized that the 911 operators jobs are very responsible and complex. There are many things for such employees to remember and there can be great stress in doing this work. Delay, mistakes, inattention, etc. can result in property loss, personal injury or death. The union has made a strong case for reclassification. The dispatchers are now certified LEIN operators. They assumed duties formerly performed by law enforcement officers. There are more specialized police and emergency units now in place and there are more runs which require more technically adept dispatch services. The phone

units have been increased from 30 lines to 60 lines and a fifth EMT console has been added. Finally, the great expansion of private alarm companies and related calls has also increased the central dispatch workload in Saginaw County. In fact the number of calls for this unit has more than tripled in ten years with no increase in staffing.

The county did not ever assert an inability to pay these dispatchers. What they did express was a tight cash flow problem in the county and budget priorities which did not include a salary step increase for the dispatchers. However, it was shown that other county employee groups have been reclassified in the same manner now sought by the dispatchers and that such change in salary level did result in higher payroll costs for county nurses and sheriff captains and lieutenants. The employer has argued that all but these employees took a wage freeze in 1989. They said that the nurses and command officers were reclassified so that they were paid at an competitive level so that vacant positions could be filled and present personnel retained. While those unique circumstances may be true it does not weigh against the clear showing that the dispatchers were inappropriately placed on the county's salary heirachy and the employer should take action to rectify that inequity by reclassification.

There are only twenty or so employees in this bargaining unit. The County of Saginaw pays only 54% of the total cost of the operation of central dispatch and the balance of the expenses are passed on to other governmental units. These facts further dilutes the county's claims and arguments about the cost of the union's last best offer of settlement.

The employer noted that these employees were in class T-11 prior to 1979 and then that level placement was reviewed and they were reclassified to level T-12. The employer asserted that the job function has not changed since 1979 and entry level skills are still the same. However, the preparation and training for LEIN certification and CPR certification represent a significant change since 1979 and more on-the-job training is now required to reach a level of proficiency. The contracts with other specialized police agencies has increased and many more personal contacts are made now than when this job was designated a level T-12. The equipment now used is more sophisticated and there are more consoles in use. There is less supervision today with the new organization. Finally, the negative consequence of errors remains very high in this line of work. The pressure and poor working hours creates unpleasant working conditions. For all of these reasons, under the employer's own job analysis criteria, this job should be upgraded. The other T-13 level jobs (judicial secretary, mechanic, etc) have similar job components and responsibilities and so such reclassification would be consistent with the county's policies and procedures.

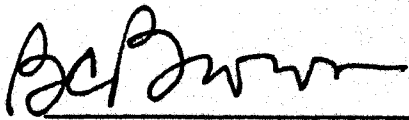
The acceptance of the union's final offer of settlement would represent a reclassification similar to that which was done for other county employees. The new dispatcher T-13 salary level would be frozen in 1989 and then the same levels of increases as those proposed by the county would be effected in 1990 and 1991. The 6% actual increase in salary due to the 1989 reclassification would



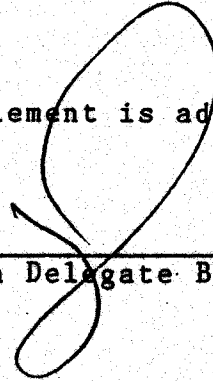
be in keeping with the increase in the cost of living and consistent with salaries paid to dispatchers in comparable communities. The added cost to the county for the wage increase to these 20 employees is not great, especially when nearly half of that cost can be passed on to other government agencies. For all of these reasons the union's last best offer is adopted.

E) Award

The union's final offer of settlement is adopted.



Chairman Brown



Union Delegate Birdseye

County delegate  
Johnston

Issue No. 2 - Shift Differential

A) Current contract provision:

None

B) Employer's last best offer of settlement:

Status quo

C) Union's last best offer of settlement:

Add to the contract: Effective January 1, 1989 all bargaining unit members scheduled to work the afternoon and midnight shifts shall receive a shift differential. Employees working the afternoon shift shall receive three (3%) percent of the base wage. Employees working the midnight shift shall receive five (5%) percent of the base wage.

The collective bargaining agreements for comparable communities showed the following provisions (if any) concerning shift differentials:

SAGINAW COUNTY  
1-1-86 to 12-31-88

Bay County  
1-1-88 to 12-31-90

Calhoun County  
7-1-88 to 6-30-91

Grand Traverse County  
1-1-88 to 12-31-90

Ingham County  
7-1-87 to 6-30-90

Jackson County  
1-1-88 to 12-31-90

No provision or contract language.

Article 24.2, Page 27

Shift differential shall be paid to all employees working afternoons and midnights at the following schedule:

Afternoons ..... \$.20 per hour  
Midnights ..... \$.25 per hour

Article 15.3, Page 31

Employees who work on the second or third shift shall receive, in addition to their regular pay, 15¢ per hour.

Article 13.6, Page 21

Employees assigned and working on shifts commencing at or after 3 p.m. shall receive a shift differential of 25¢ per hour in addition to their regular pay. Employees assigned to and working on shifts commencing at or after 11 p.m. shall receive a shift differential of 30¢ per hour in addition to their regular hourly rate. Employees who are regularly scheduled to work 4 or more hours into either shift shall receive the shift premium called for the entire shift.

Article 10.3, Page 15

Employees who work between the hours of 6:00 p.m. and 6:00 a.m. shall receive, in addition to their regular rate of pay, 35¢ per hour shift premium. Effective July 1, 1989, the premium rate will increase to 40¢ per hour.

Article 13.2, Page 12

The hours of the normal day, afternoon, and midnight shifts shall be periodically defined and posted by the Employer.

Employees regularly performing work on the second and third shift shall be entitled to a 35¢ per hour shift premium.

Kent County  
1-1-86 to 12-31-89

Not available.

Monroe County  
2-27-90 to 12-31-91

Article 15.15, Page 35

Upon the effective date of this Agreement, a shift premium shall be given to all employees covered by this agreement in the amount of 15¢/hour for all employees working the midnight shift and a shift premium in the amount of 20¢/hour for all employees working the afternoon shift. All employees working the relief shift shall for the purposes of payment of shift premium be treated in the same manner as afternoon shift employees and will receive 20¢/hour while working the relief shift. Effective January 1, 1988 the above stated rates shall be increased to 20¢/hour for all employees working the midnight shift and 25¢/hour for all employees working the afternoon shift.

Muskegon County  
1-1-87 to 12-31-89

Not available.

Washtenaw County  
1-1-86 to 12-31-88

Article 3.15, Page 7

For hours worked between 6:00 p.m. and 6:00 a.m. employees will receive a shift differential of 20¢ an hour.

This shows that many other dispatchers who work the late shifts in other jurisdictions do receive some extra compensation. The union asserts that granting this new benefit will compensate those employees who have to work the less desirable hours. The county asserted that it has numerous jobs which function during late shifts and none of these jobs are paid a shift differential. They argued that the sheriff deputies and their command officers, the mental health workers, the juvenile detention employees, etc. are all on 24 hour operations without extra compensation for working late shifts. The employer contends that an adverse decision on this issue by the arbitration panel could have severe economic repercussions on the county in these other bargaining units.

The panel noted that the newly granted salary for the dispatchers would result in a 33¢ per hour shift premium for the afternoon shift (3% of \$11.07 per hour) and a shift premium of 55¢ per hour for the midnight shift (5% of \$11.07 per hour). This is to be compared with the average second shift premium of 23¢ per hour and the average third shift premium of 26¢ per hour provided in the other comparable union contracts. Only two contracts grant 35¢ for the 2nd shift and no contract granted more than 50¢ per hour for the 3rd shift. Two comparable counties were not shown to have any payment for shift differential. While the union's demand seems to have some long range merit, the amount sought in the current proposal is simply too great. This is especially true in the light of the significant overall salary increase this classification has experienced by gaining the

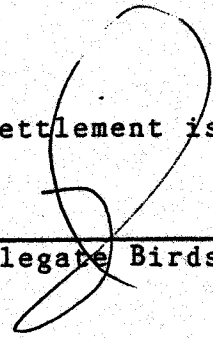
higher T-13 salary level in 1989. For all of these reasons the employer's last best offer of settlement - status quo - is adopted by the panel.

D) Award

The employer's final offer of settlement is adopted by the panel.



Chairman Brown

  
Union delegate Birdseye

County delegate Johnston

Conclusion:

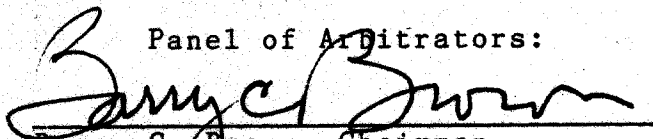
Issue number 1 is resolved in favor of the union's proposal.

Issue number 2 is resolved in favor of the employer's proposal.

All the terms of the new labor agreement are retroactive to January 1, 1989 except where another effective date is shown.

Dated: 1-15-91

Panel of Arbitrators:

  
Barry C. Brown, Chairman

  
Union Delegate Birdseye

(See Below)

Donald Johnston, County Delegate

THE COUNTY OF SAGINAW objects to  
the Chairman's proposed award

