

7/3/77
ARB

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

BEFORE
PATRICK A. McDONALD, CHAIRMAN
BONNIE CAREY, EMPLOYER DELEGATE
DALE LATTA, UNION DELEGATE

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LANSING, MICHIGAN
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RECEIVED

Sanilac County

SANILAC COUNTY BOARD OF COMMISSIONERS,

Employer,

-and-

SANILAC DEPUTIES CHAPTER LOCAL 1518,
COUNCIL 11, AFSCME, AFL-CIO,
Union.

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312 ARBITRATION PROCEEDING

FACT FINDER'S REPORT AND RECOMMENDATION

I. APPEARANCES.

Sanilac County Board of
Commissioners
James J. Miller
Charles Minner & Associates
4710 W. Saginaw
Lansing, Michigan 48917

Sanilac Deputies Chapter Local
1518, Council 11, AFSCME, AFL-CIO
Mitchell Gradowski, Staff Rep.
1034 N. Washington Avenue
Lansing, Michigan 48906

II. INTRODUCTION.

The parties to this proceeding were represented by experienced labor relations consultants and staff representatives. At all times both parties remained cooperative and congenial despite their sharp differences on a broad number of particular issues before this panel. As the hearing

McDonald, Patrick

commenced the parties listed at least 14 separate and distinct issues that would have required determination by the arbitration panel. The panel found no evidence indicating that the parties had not at all times negotiated in good faith and with a firm conviction concerning the fairness of their position. Because of this fact and with the cooperation of all members of the arbitration panel, the parties after submitting evidence and testimony on each issue, were able to narrow their differences to 5. Of those 5 issues, each party's final and best offer concerning shift premium was identical. In reality, therefore, differences remain on only 4 of the 14 original issues.

The panel wishes to take this opportunity to commend the parties and their representatives for their cooperation in resolving as many of the issues as they did and your Chairman wishes to commend both Ms. Carey and Mr. Latta for their fine and cooperative efforts throughout these proceedings.

III. FACTS AND DISCUSSION.

Sanilac County is located in the general Southeastern quarter and more specifically in the thumb area of Michigan. The County seat at Sandusky is located approximately 50 miles East of a corridor running from Flint, Saginaw and Bay City. Sanilac County has a beach area on Lake Huron with its main populated area being Port Sanilac. Its population of 34,889 ranks it 30th out of 83 counties in the State of Michigan. That population generally swells during the summer months because of its proximity to Lake Huron. With the exception of the shore area, the County is characterized by medium sized farms and small industry. The Sheriff's Department ranges

from approximately 20 to 30 personnel with 23 officers being on duty as of the time of the hearing. The Bargaining Unit includes six classifications. They are Deputy, Detective, Sergeant, Detective Sergeant, License Examiner and Turnkey. They patrol an area of approximately 960 square miles. Sanilac County is bordered on the North by Huron County, on the East by Tuscola County, on the Southwest by Lapeer County, on the South by St. Clair County, and on the East by Lake Huron.

The 1976 Collective Bargaining Agreement between the parties was due to expire December 31, 1976. By a letter of agreement dated November 19, 1976 the parties agreed to extend that contract until agreement could be reached on a new contract either through negotiations or compulsory arbitration. The parties further agreed that any agreement reached would be retroactive to January 1, 1977. The parties further agreed that the initiation and holding of these arbitration proceedings under the authority of Act 312 of the Public Acts of 1969 for the State of Michigan is procedurally and jurisdictionally proper.

As was formerly indicated, both parties had the full opportunity to submit evidence and testimony at the hearing sessions. Prior to requesting last best offers from the parties, your arbitration panel served in a mediation capacity and were more able to considerably narrow the number of issues down to the present 4. Finally, on April 7, 1977, last best offers of settlement were submitted by both parties. (Joint Exhibits 1 and 2). The proceedings were informal throughout in an attempt to gain settlement on as many issues as was possible. Technical rules of evidence were not applied strictly in accordance with Section 6 of Act 312.

Each economic issue will be discussed separately after a restatement of each party's final best offer of settlement.

IV. DECISION AND OPINION.

A. Shift Premium

Employer's Final Offer

The Employer will grant in the second year of the contract 8¢ per hour for the afternoon shift and 15¢ per hour for the midnight shift.

Union's Final Offer

Shift premium in the second year of the Agreement .08¢ per hour for the second shift; .15¢ per hour for the third shift.

As can be seen, both party's final offers are identical in nature. As a result, without the need for elaborate discussion, your panel does recommend that the parties amend the present language of Article XXX entitled "Work Day and Work Week" to read:

"Commencing January 1, 1978, employees who work on the second and third shift, shall received in addition to their regular pay for the pay period, 8¢ per hour and 15¢ per hour, respectively, additional compensation."

B. Salary Rates

Employer's Final Offer - Wages

Deputies -- The Employer will grant an increase of \$650.00 in the first year of the contract and a \$700.00 increase in the second year of the contract.

Sergeants -- The Employer will grant an increase of \$700.00 in the first year of the contract and \$750.00 increase in the second year of the contract.

Detectives -- The Employer will grant an increase of \$700.00 in the first year of the contract and \$750.00 increase in the second year of the contract.

Turnkey -- The Employer will grant an increase of \$650.00 in the first year of the contract and a \$700.00 increase the second year of the contract.

License

Examiner -- The Employer will grant an increase of \$650.00 in the first year of the contract and a \$700.00 increase in the second year of the contract.

Union's Final Offer - Wages

First year, \$1,000.00 for each member of the bargaining unit; second year \$1,000.00 for each member of the bargaining unit. Classifications included in the bargaining unit, License Examiner, Corrections Officer, Deputy, Detective, Sergeant, Detective Sergeant..

Throughout the proceedings both the Employer and the Union submitted for the panel's consideration comparable County communities in connection with salaries and fringe benefits. In particular, the Employer surveyed 17 counties who mainly fell within the 25,000 to 50,000 population range. (Employer Exhibit 2). The Employer pointed out that of the 17 counties surveyed, 9 counties have a lower starting rate for deputies than did Sanilac County. Only one county had a higher starting rate. According to the survey presented by the Employer, 10 counties have a lower top rate for Deputies with 7 having higher rates. The Employer points out that with the increase it offered, which at that time was \$500.00 across the board, there would be only 6 counties out of 17 higher than Sanilac County. Approximately the same statistical data was submitted for the Detective. Only sketchy data could be presented concerning the Turnkey and License Examiner classifications due to the fact that these

two classifications are known under various names in other counties.

The Employer also pointed out that of the counties surveyed, only 4 counties have less population. It mentions that farming is the major industry in Sanilac County as compared to manufacturing type industries in other counties. This gives the other counties a larger tax base. The Employer emphasized that Sanilac County does not have many large cities as Sandusky with a population of 2,071 is the largest. The Employer asked the panel to take into consideration that other counties are still in negotiations and that Sanilac County would still be within a comparable and equitable range with the wage rate increase it proposes.

Council 11 on the other hand submitted the Collective Bargaining Agreements for the 4 immediate counties surrounding Sanilac County. These include St. Clair, Lapeer, Tuscola and Huron (Union Exhibits 9, 10, 11 and 12). It points out that in the Deputy classification for example, Sanilac County is rated last out of the 5 counties surveyed with an annual salary maximum at the Deputy level of \$11,398.40. This compares with St. Clair County's \$16,645.00; Lapeer County's \$14,150.00; Huron County's \$12,185.00; and Tuscola County's \$12,490.19 which as of July 1, 1977 would be increased to \$12,989.80. At the starting range for that same Deputy classification, Sanilac County presently pays \$5.10 per hour or an annual salary of \$10,608.00. This is below St. Clair County's starting rate of \$6.98 per hour or \$14,534.00 annually and Lapeer County's starting rate of \$5.81 per hour or \$12,090.00 annually. It is, however, presently above Tuscola County's starting rate of \$5.04 per hour and Huron County's \$5.06 per hour. However, the Union did point out that commencing July 1, 1977 the

Tuscola County rate will be increased to \$5.24 or an annual rate of \$10,911.44. (Union Exhibit 7).

During its presentation the Union introduced the balance sheet for Sanilac County (Union Exhibit 13). In the testimony attendant with that presentation, it was ascertained that the County is in a generally healthy fiscal situation and in the year ending December 31, 1976 had a surplus reserve balance. Your panel also took into consideration the general job market in Sanilac County, similarities in populations between Sanilac County and the counties submitted by the parties as comparable, the tax base, financial ability of Sanilac County in comparison with surrounding counties. Of all the counties surveyed including the 17 submitted by the Employer, a majority of your panel felt that the immediate counties surrounding Sanilac were most important.

Of the 2 final offers submitted in the important Deputy classification where a majority of the employees involved are classified, the Employer's final offer would amount to a 5.7% increase during the first year of the agreement and a 5.8% increase during the second year. The Union's wage proposal would amount to an 8.7% increase the first year of the Agreement and 8.5% the second year of the Agreement. As the Union's offer is an across the board increase of \$1,000 per year, it naturally would affect the Sergeants, Detectives, Turnkeys and License Examiners differently from a percentage standpoint inasmuch as some earn more and some earn less than the Deputy classification. The panel believes that the Union proposal is, while extensive, still not unreasonable. The \$1,000 per year will enable Sanilac County to be much

more competitive in relationship to the 4 immediate surrounding counties. It would increase the maximum salary in the Deputy classification to \$12,398.40 for 1977. Thus, it would still be below St. Clair County's \$16,645.00 and Lapeer County's \$14,150.00. While it would still be slightly below Tuscola County's \$12,490.19, it would be in a competitive position. Moreover, the \$1,000 increase would place it approximately \$200 above Huron County's maximum salary of \$12,185.00 for the 1977 calendar year.

The panel believes further that the \$1,000 increase in the second year would enable it to be at the medium salary range for the 5 County area both in terms of a starting salary and maximum salary range to enable it to attract top caliber law enforcement personnel. We do, therefore, adopt the Union's final offer of granting a wage increase for \$1,000 for each member of the bargaining unit classification during the first year of the agreement commencing January 1, 1977 and an additional \$1,000 increase commencing January 1, 1978.

C. Dental Insurance.

Employer's Final Offer - Dental Insurance

The Employer is not willing to enter into any kind of an agreement on dental insurance at this time.

Union's Final Offer - Dental Insurance

Delta Dental Plan A (50-50) or a comparable plan at an approximate cost of \$13.00 per month (\$3,276 approximate annual cost) in the second year of the Agreement. Plan to apply to employee and family; employer to pay the premium.

Throughout the proceedings the Employer presented evidence indi-

cating that the present cost of coverage on health insurance plans had gone up 28% during the past year. The Employer estimated the additional cost to the Employer for the insurance coverage to be \$15.30 per month per employee or a grand total of \$4,539.00 over the course of a year. The Employer presented a survey of what it deemed to be comparable counties. The vast majority of those counties had no dental plan coverage for employees in comparable positions.

At the same time throughout the proceedings Council 11 presented evidence concerning the wages, salaries and fringe benefits surveyed for the immediate 4 counties surrounding Sanilac County. The specific Collective Bargaining Agreements for Huron, Lapeer, St. Clair and Tuscola Counties were introduced (Union Exhibits 9, 10, 11 and 12). Of the 4 counties surveyed, St. Clair County provides dental coverage in connection with a 50-50 plan as requested by Council 11.

Your panel surveyed a number of factors and considered all of them in reaching its decision concerning this particular benefit. Of particular relevance was the fact that very few had this particular benefit in the large number of Sheriff's Departments in comparable communities. It appears that in public employment of this type, such a benefit is relatively new and mainly confined to the more populated counties. Even giving the 4 counties submitted by the Union, only one has such a provision in it. Under these circumstances, and considering the overall compensation presently being recommended for members of the unit, the panel concludes that the Employer's final offer concerning no dental insurance coverage more nearly complies with the applicable factors prescribed in Section 9

of the Act and does adopt that offer of settlement.

D. Cost-of-Living Allowance (C.O.L.A.)

Employer's Final Offer - C.O.L.A.

The Employer is not willing to enter into any kind of agreement on cost-of-living at this time.

Union's Final Offer - C.O.L.A.

The cost-of-living adjustments shall be applied to all classifications covered by this Agreement.

The cost-of-living adjustments will be determined in accordance with changes in the Consumer Price Index (all cities published monthly by the Bureau of Labor Statistics, U.S. Department of Labor [1967 = 100%] and using the Index for January 1971 (119.2) as basic, and hereinafter referred to as the BLS Consumer Price Index.

Beginning July 1, 1977 the current rate of pay for each classification covered by this contract will be established as the base salary.

The cost-of-living adjustments shall be made quarterly beginning July 1, 1977 for the previous quarter, computed on the base salary, in an amount equal to the percent of increase or decrease as indicated by the BLS Consumer Price Index. A maximum of 5% increase or decrease will be allowed in the fiscal year (January 1 thru December 31 of each year).

The Employer emphasizes that this proposal would cost it an undetermined amount of money. It indicates that it has taken the cost-of-living and its annual increases into consideration in proposing salary rate increases. Of the 17 counties which the Employer deems to be comparable to Sanilac, none of them presently has a cost-of-living clause included in this contract although several are presently negotiating for it.

Of the 4 counties cited by the Union as being comparable communities, only one, St. Clair County, provides such a formula for its Sheriff's Department. The other 3 counties, Huron, Lapeer and Tuscola do not have such a provision in their Collective Bargaining Agreements.

The panel also received the impression during the course of presentations that the C.O.L.A. language was submitted by Council 11 to provide greater flexibility to negotiations in the event a smaller guaranteed wage improvement factor was agreed upon. With the adoption by this panel of the Union's last best offer concerning wage rate increases, that particular aspect of the economic package should be remedied. Taking all these factors into consideration as well as others mentioned in Section 9 of the Act, your panel does adopt the proposal of the Employer and does not suggest the implementation of a cost-of-living formula in the Agreement for 1977-78.

E. Gun Allowance.

Employer's Final Offer

The Employer is not willing to enter into any kind of agreement on gun allowance at this time.

Union's Final Offer

50¢ per day the first year of the contract; an additional 50¢ per day in the second year of the agreement exclusive of vacation days and unpaid leaves of absence.

Of the counties surveyed by the Employer (Employer's Exhibit 2), only 2 of the 17 made allowances for the carrying of guns. Of the 4 counties immediately surrounding Sanilac County which were submitted by

the Union to comparable communities, none of the 4 made provisions for a gun allowance. The Union indicates that it wishes to have a gun allowance inasmuch as it is mandatory that its membership carry weapons while off duty. Inasmuch as this is a provision of the job, it believes it only fair and equitable that its membership receive compensation for this task.

The Employer on the other hand indicates that this is part of the job and each of the Deputies was aware of this particular duty when he applied for such employment. As it is part of the job, each Deputy is paid for such inconvenience in terms of his or her total salary.

While a majority of your panel philosophically agrees with the Union's contention that if one is mandated to do a particular task, one should be paid for it, the factors which this panel considers under Section 9 of Act 312 lead it to adopt the last offer of settlement of the Employer on this issue. A gun allowance provision is unique in Sheriff's Departments throughout the State of Michigan as well as within the comparable communities cited by both parties. Under such circumstances, a majority of your panel concludes that no provisions concerning gun allowance should be included in the Collective Bargaining Agreement for 1977-78.

V. AWARD.

The panel, therefore, orders and adopts the final last offers of settlement which, in the opinion of the majority of the arbitration panel, complies with the applicable factors described in Section 9 of Public 312 of 1969. These are:

1. Shift Premium. The Employer will grant in the second year of the contract 8¢ per hour for the afternoon shift and 15¢ per hour for the midnight shift.

2. Wage Rates. Retroactive to January 1, 1977, all employees within the Sheriff's Department with the classifications of Deputy, Sergeant, Detective, Detective Sergeant, License Examiner and Turnkey will receive a \$1,000.00 annual salary increase. Commencing January 1, 1978 each member in the above-referenced classifications within the Sheriff's Department will receive \$1,000.00 increase in their salary rates.

3. Dental Insurance. The Collective Bargaining Agreement would not include provisions for dental coverage.

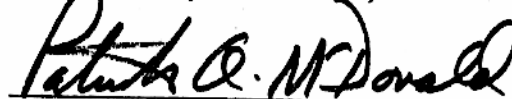
4. C.O.L.A. The Collective Bargaining Agreement would not contain provisions concerning a cost-of-living allowance.

5. Gun Allowance. The Collective Bargaining Agreement would not include provisions concerning a gun allowance.

The majority of the panel believes that these changes would result in an excellent yet fair wage increase for each year of the Collective Bargaining Agreement as well as added incentives for employees working the second and third shifts. At the same time, these pay increases will enable Sanilac County Sheriff's Department to be competitive, to attract excellent

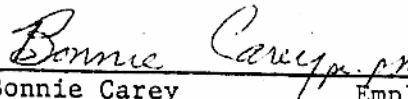
personnel and above all to predetermine its costs for budgetary purposes.

Respectfully submitted,



Patrick A. McDonald

Chairman



Bonnie Carey

Employer Delegate



Dale Latta

Union Delegate

SANILAC COUNTY BOARD OF
COMMISSIONERS
EMPLOYER
AND
SANILAC DEPUTIES CHAPTER
OF LOCAL #1518, COUNCIL #11,
AFSCME, AFL-CIO
UNION

In the matter of 312 Arbitration
Proceedings

UNION'S DISSENTING OPINION

ISSUES IN DISPUTE

1. Shift Premium.
Consent.
2. Wage Rates.
Consent.
3. Dental Insurance.
Dissent.
4. C.O.L.A.
Dissent.
5. Gun Allowance.
Dissent.

ISSUES 1 AND 2

The Union would consent in relationship to the award as set forth concerning shift premium and wage rates.

ISSUE 3

Dental Insurance.

The Union would dissent from the findings of the Panel on the basis of the following, even though set forth in the award that a benefit such as that proposed is relatively new. It would be the feeling on the part of the Union that

the newness of such a program should not prohibit the awarding of same under the provisions provided by Act 312, specifically so in that one of the Counties, St. Clair, was presented as comparable in accordance with the provisions of the Act has such a program or comparable program. One would wonder how many, then, of the comparable counties utilized would be needful of having dental insurance in order to carry weight with the Panel sufficient to convince them that the Sanilac deputies are entitled to consideration for same. What if two of the counties utilized would have had it, or 50%, or would it be needful for three of the four and, therefore, a majority? One would be led to believe that until such time as other comparable counties are granted said benefit through the process of collective bargaining, an Arbitration Panel is denied the right to award same. Understanding of the Act is premised, also, upon the employer's ability to pay, and other factors.

Documentation submitted at the hearing on the part of the Union showed that the Sanilac County Deputies, in relationship to wages, are below those in comparable counties. The Panel saw that and therefore determination was made in relationship to the Union's last best offer concerning salaries, however not totally correcting the inequity between the Sanilac County Deputies' conditions of employment and those afforded to deputies working in a "sister" and/or surrounding county.

The employer's ability to pay is well documented and a part of the record. Additionally to that, the record reflects

that the employer, during the process of collective bargaining, gave very serious consideration in one of its counter-proposals to providing the dental insurance as a fringe benefit item. However, the employer withdrew same prior to proceeding into arbitration 312 under the Act.

For this reason, and those set forth above, the Union dissents on this item.

ISSUE 4

C.O.L.A.

For the reasons set forth above, and others as follows, the Union dissents on this issue. Basically, the argument concerning same is in direct relationship to those posed concerning the dental insurance. One other county submitted as a comparable has it--St. Clair--and the same arguments would apply.

However, additionally to the above, it would be this party's position that the wage award corrected an inequity to a degree concerning catch-up and the Sanilac Deputies relationship relative to wages being paid and afforded in surrounding counties. However, what of the future? Realizing it's "crystal balling" to a degree, what has been provided to protect the accomplishments of the Panel in relationship to adjusting the wages, catching them up, against future erosion caused by a spiraling out-of-control climbing cost of living? In the event such occurs, couldn't then the deputies find themselves basically in the same kind of position they were in concerning wages prior to the application of the wage increase

as awarded by the Panel. In other words, right back where they started? Therefore probably, rightfully so, needful of going once again through the process of arbitration 312 proceedings if in the event they're unsuccessful through the process of collective bargaining of convincing the employer to treat their problem.

The cost of living proposal submitted by the Union as its last best offer was an attempt to avoid this future difficulty, and protect against such an eventuality and provide equity.

For such reason, and those set forth above, the Union dissents on this issue.

ISSUE 5

Gun Allowance.

Based upon the findings of the Panel, the Union would dissent on this issue. The Union, as indicated, feels that the proposal in relationship to gun allowance is equitable inasmuch as testified to and in the record it being mandatory that the deputy sheriffs carry weapons while off duty, in that it seems a conclusion could be formed that if in the event a deputy sheriff did not comply with the order, therefore possibly could be subject to disciplinary action, one would question are not they as a result of the deputies carrying weapons while off duty performing a service or in a position to perform a service, or is the order so broad as to stipulate and their obligation as a deputy stipulate that even though off duty they're required to perform a service? Therefore, it's the belief of the Union

that a premium ought to be provided, stipend if you will, which is basically what the Union's proposal provides. Compensation for the requirement to perform a service if in the event the need arises, in essence the carrying of the gun is irrelevant to the issue. The proposal, as framed, is not unusual; comparisons could be made in relationship to employees working for any kind of other public employer, such as municipalities and road commissions, with the requirement and a premium payment provided for being on call during off-duty regular work hours, needful of responding to calls and available by phone communication at all times.

Further, in the health service sector, a premium is paid based upon the same premise; for instance, nurses, L.P.N.s, R.N.s, employees working in the surgical sections of the hospital, such as scrub nurse, anaesthesiologist, etc. Why, then, can't the same kind of premium proviso be afforded deputy sheriffs based upon the mandatory requirements of their job?

For such reason, and reasons set forth above, the Union dissents on the issue.

Respectfully submitted



Dale D. Latta
Union Delegate

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opeiu459aflcio
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June 7, 1977

Mr. Patrick A. McDonald
Monaghan, Campbell, LoPrete & McDonald
Attorneys and Counselors
1732 Buhl Building
Detroit, MI 48226

Re: Sanilac County Sheriff's Department
Act #312 Arbitration

Dear Mr. McDonald:

I received a copy of the draft of the suggested Arbitration Panel's Decision and Award regarding Sanilac County Sheriff's Department

As a Panel member for the Employer, I certainly agree with your recommendation regarding the Gun Allowance, Dental Plan and the Cost-of-Living Allowance. However, in view of the Employer's position on the proposed increase, I cannot wholeheartedly agree with the \$1,000 increase. The Employer still believes that the \$650 and \$700 increase offered was fair and equitable, and that this increase would keep the deputies within a competitive range with other Sheriff Departments in the State, especially those counties that are farming communities, as Sanilac County is.

Sincerely yours,

Bonnie Carey

Bonnie Carey

BC/pf
6777