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In the Matter of Arbitration  
Between:

6/30/76  
ARB  
MERC  
Under P.A. 312

VAN BUREN COUNTY BOARD OF COMMISSIONERS,  
VAN BUREN COUNTRY SHERIFF DEPARTMENT, &  
THE SHERIFF OF VAN BUREN COUNTY

and

LOCAL UNION NO. 214, INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS  
OF AMERICA.

OPINION AND FINDINGS

OF THE CHAIRMAN

Arbitration Panel

Samuel S. Shaw, Chairman  
Billy Mendenhall, Designee of the Union  
Boyd Estes, Designee of the Commission

Hearing Held

County Courthouse  
Paw Paw, Michigan  
April 28, 1976

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

JUL 22 1976

Appearances

For the Commission

Gerald Rendel

Richard E. Stump

For the Union

James Allen

Also Present

Godfrey H Siegl  
John Gary Gruss

This arbitration was held pursuant to the Compulsory Arbitration Act ( Act. No. 312, Public Acts of 1969, as amended). In compliance therewith, this arbitration was preceded by collective bargaining and mediation. However, as some issues still remained unresolved, in compliance with the Act, the matter was referred to the Employment Relations Commission, Department of Labor, State of Michigan, for arbitration. Samuel S. Shaw, was appointed by the Chairman of the Commission to serve as Chairman of an Arbitration Panel to hear the matter. Van Buren County Board of Commissioners ( hereinafter referred to as the Commission) appointed Mr. Boyd Estes as its delegate to the Panel, and Teamsters State, County and Municipal Workers, Local 214, Law Enforcement Division (hereinafter referred to as the Union), appointed Mr. Billy Mendenall as its delegate to the Panel.

### Background

Van Buren County is located in the southwestern section of Michigan's lower peninsula.. Its County Seat is Paw Paw, the center of the State's wine industry. The County covers approximately six hundred and forty-six square miles with a population of roughly sixty thousand people. Although there is some industry, the area is, to a substantial degree, agricultural.

The County's Sheriff's Department consists of 23 people, twelve of whom are represented by the Union. This Bargaining Unit is made up of nine Deputy Sheriffs, one Matron, and two Clerks. The prior agreement expired on December 31, 1975. The Parties attempted to reach a new agreement through collective bargaining, and then mediation. However, although many issues were resolved, no agreement could be reached on sixteen. These issues were referred to arbitration as required by the Police-Firefighters Arbitration Act ( Act No. 312, Public Acts of 1969, as amended).

Some difficulty was encountered in reaching an acceptable hearing date, due to the serious illness of the Union's Business Agent. However, the Hearing was finally held on April 28, 1976, in the County Courthouse, in Paw Paw. Both Parties were properly and fully represented, and given full and ample opportunity to present all pertinent oral and documentary evidence in support of their respective positions. The proceedings were recorded by Court Reporter, Delphine Lewon, assigned by the Employment Relations Commission.

After a review of the sixteen open issues, the Chairman of the Arbitration Panel designated three as non-economic, and thirteen as economic. The arguments on each issue were presented separately and in their entirety, with the non-economic issues

first.

The length of the Agreement was a matter of consideration, and after some discussion at the close of the issues' presentation, it was the Parties' decision that all considerations were to be based upon an expiration date of December 31, 1976.

It was also agreed that the Parties' last best offer on the economic issues were to be mailed to the Panel Chairman. It was estimated the transcript would be available in approximately two weeks from the close of the oral hearing, therefore, these offers were to be postmarked no later than May 18, 1976. These offers were received as agreed.

After reviewing the evidence submitted, the Chairman's tentative conclusions were reviewed with the other two members of the Panel; with Commission Member Estes on June 9th, and with the Union Member Mendenhall on June 11th.

The Hearing was officially closed on June 11, 1976.

### Discussion

Although the Chairman reviewed his general thinking with the other members of the Panel, the following expresses his own opinions, and subsequent conclusions, and it is not intended that it be interpreted as the thinking of the other Panel members.

The issues are discussed in the order in which they were presented, with the non-economic issues first.

#### NON-ECONOMIC

##### ARTICLE VIII-MANAGEMENT RIGHTS

The Commission submitted as a proposal, new language for this provision. The Commission contended this new language was more definitive than that found in the previous Agreement, and as it was "not detrimental to the employees" it should be accepted.

The Union contended the language in the previous Agreement insured the County and the Sheriff the right to operate the Department efficiently, and as not known problems had arisen with respect to its application or interpretation, there was no need, or justification, for changing the language.

After studying the language of the previous Agreement the Chairman agrees with the Union that it is reasonably comprehensive, and sets forth most of the rights normally assigned to management. Further, that the language found in the Commission's proposal does not materially expand upon these rights. However, the Chairman does believe that the language in proposal is somewhat more specific, and its application would leave less to interpretative decisions. Therefore, as the Commission's proposal does not appear as an attempt to expand the authority of the Employer, the Chairman feels it would be to the advantage of both Parties to include this more specific language in the new Agreement.

For the reasons set forth above, it is the conclusion of the Chairman that, with the deletion of the word "subcontracting", as mutually agreed to in the Hearing, the Commission's proposed language, covering Management Rights, Article VIII, is to be accepted.

For the Commission

Approved  
Disapproved

For the Union

Approved  
Disapproved



## ARTICLE XI - DISCHARGE AND SUSPENSION

The Union proposed new language under this provision on the basis that the previous language was "too vague, leaving a lot to individual interpretation as to the meaning."

It was the Commission's position that the previous language was adequate, that it provided sufficient protection for the employee, and that it should not be altered.

The Chairman agrees with the Union that the old language was rather vague. It refers to a warning, but does not say whether or not they are to be in writing. or how many, or when they must be given. It is the opinion of the Chairman that except for the major offenses, discharge, or disciplinary suspension, should be preceded by adequate warning, and that these warnings should be in writing. This saves any question as to whether or not the offender was aware of his offense, and whether or not he was put on proper notice that its continuance would lead to major disciplinary action.

However, the Chairman feels that three warning notices, as suggested by the Union, are more than necessary when they are to be "washed" in 12 months. This would permit a warning notice every four months without any possibility for further

or stronger disciplinary action. Therefore, he would reduce the necessary warning notices from three to two.

Also, the Chairman would eliminate Section 4 of the Union's proposal. Prior infractions are covered in the other Sections, and the Chairman believes that if an applicant for a position in a sheriff's department cannot make out a correct application, he or she is not a satisfactory candidate. At least, the Employer should not be precluded from taking some action.

On the basis of the above reasoning, it is the conclusion of the Chairman that the Union's proposal, designated as Article XI- Discharge and Suspension, should be included in the new Agreement, with the following exceptions:

Section 1. Two warning notices instead of the proposed three.

Section 4. To be eliminated in its entirety.

For the Commission

For the Union

Approved  
Disapproved

Approved  
Disapproved.



ARTICLE XXIV - Section 31 - PATROL VEHICLES

The Union proposed a provision that would require all regular Patrol Vehicles be removed from patrol service when they reached 50,000 miles. The Union contended their sole concern was the safety of the officers, and that the proposal was not uncommon.

The County did not question the need for safe vehicles, but contended the present inspection procedure was adequate. Further, that a 50,000 mile limit would impose a serious financial problem for the County.

The Chairman does not believe an arbitrary milage figure would automatically insure patrol vehicle safety. Some cars might be unsafe at 25,000 miles, while others might go to 70,000. Further, the Chairman agrees with the Commission that a requirement that a vehicle be removed at an arbitrary 50,000 miles would create a financial burden without, necessarily, solving a safety problem - assuming that one exists.

Most important in the Chairman's consideration of this proposal is the fact that under the present Agreement an officer cannot be required "to take out on the streets or highways any vehicle that is not in a safe operating condition....." Any disagreement with respect to a vehicles condition is subject to

the grievance procedure.

In the opinion of the Chairman, the above protection should satisfy the Union's safety concern for the officers, as they cannot be required to drive an unsafe vehicle.

On the basis of the above, it is the Chairman's opinion that the Union proposal, referred to as Article XXIV-Section 31, Patrol Vehicles, is not to be included in the new Agreement.

For the Commission

Approved  
Disapproved

For the Union

Approved  
Disapproved

VAN BUREN COUNTRY - LOCAL UNION NO. 214, TEAMSTERS - LAW  
ENFORCEMENT DIVISION

ECONOMIC ISSUES

During the Hearing, the Parties reached agreement on Article XV, Sick Leave. This agreement was that an employee was to receive twelve (12) days per year, with a maximum accumulation of sixty (60) days. Upon death, retirement, or quit, an employee is to be paid at his current rate for his accumulated sick leave, up to and including a maximum of sixty (60) days.

The Parties also reached agreement on Article XXIII, Section 4 as follows:

"An employee called in for duty, Court, or the signing of warrants, before or after his regular scheduled eight (8) hours, shall receive a minimum of four (4) hours straight time pay, but shall be required to perform only those duties for which he returned.\*"

\* According to the transcript, the last word in the above was "retained". The Chairman feels this was an error, and it should have been "returned" as noted above.

In arriving at his conclusions on the balance of the economic issues, the Chairman considered the evidence presented by the Parties at the Hearing and, in addition, the factors listed in 423.239 of Act 312, Public Acts of 1969, as amended.

## ARTICLE XVI - HEALTH AND WELFARE

The Parties agreed the County would provide Blue Cross/ Blue Shield MVF II with Master Medical for each employee and his or her family. In addition, it was agreed this coverage would be maintained by the County for a period of twelve months in the event an employee was injured in the line of duty.

However, the Union's request also included a \$2.00 co-pay prescription rider, plus continued coverage of a widow and family in the event an employee was killed in the line of duty. These two requests were submitted in the Union's last best offer, but were rejected by the County for reasons of cost.

In the process of reaching a conclusion on the prescription rider request, the Chairman reviewed the current agreements in several counties roughly comparable to Van Buren. He found that although the requested prescription coverage was granted in a few agreements, it was not a common benefit provided. After considering the entire situation, the Chairman feels the above agreed upon hospitalization coverage without the prescription rider is reasonable comparable with other counties. Therefore, he does believe there is justification for imposing an additional cost burden on Van Buren County.



With respect to the Union's request for indefinite coverage for a widow and family, the Chairman does not find that such a request should be granted. The primary reason for this conclusion is that such a provision would impose an indefinite liability on the County with no means of determining its ultimate cost. A further influencing factor was the Chairman's finding that such a provision was most uncommon in sheriff department contracts. Under the circumstances, he does not believe Van Buren County is in any position to be a leader in an innovative provision, even though the request may have considerable merit.

On the basis of the above, it is the opinion of the Chairman that the Union's request for a \$ 2.00 co-pay prescription rider, and hospitalization coverage for a widow and family in the event an employee is killed in the line of duty, should not be included as provisions in the new Agreement.

For the County

Approved  
Disapproved

For the Union

Approved  
Disapproved.



## ARTICLE XX - HOLIDAYS

The Union withdrew its demand for fourteen holidays, and accepted the County's offer of eleven.

The Union also accepted the County's offer of time and one-half for a holiday worked, and dropped its request for double time.

However, the issue still remains as to whether, as requested by the Union, an employee who works on a holiday should receive his holiday pay in addition to his time and one-half, or, as requested by the County he should only receive holiday pay if he does not work. This position of the County is in accordance with the provision in the prior Agreement.

By a substantial margin, the normally accepted practice in the private sector is that an employee receives his holiday pay regardless of whether or not he actually works on the holiday. This is also the norm in the public sector. On this basis alone the Chairman believes the Union's request should be granted. However, in addition, it appears from the evidence that it is the County's practice to pay its other employees their holiday pay in addition to their salary. The Chairman does not find the County's argument that this is the practice only because

the other employees never work on a holiday, is of sufficient weight to deny the same benefit to the employees of the Sheriff's Department.

On the basis of the above, it is the opinion of the Chairman that the Union's request in this matter should be granted and the employees should receive holiday pay for the agreed to number of holidays regardless of whether or not they work on the holiday.

For the County

Approved  
Disapproved

For the Union

Approved  
Disapproved

#### ARTICLE XXI - VACATIONS

The Union's final offer on this issue was:

One (1) Year - Five(5) Days  
Two (2) Years- Ten (10) Days  
Five (5) Years - Fifteen (15) Days  
Ten (10) Years - Twenty (20) Days

The County's final offer was identical with the above for one and two years, but required ten years for fifteen days, and fifteen years for 20 days.

It was the Union's comment, when submitting its final offer, that it represented an average taken from the POAM figures.

The Chairman would not disagree with this comment, but based upon his own survey would conclude it is an average of all the State's counties, and is somewhat higher than the counties in the southwestern section, or of the counties similar in size and staff to Van Buren.

Inasmuch as this arbitration is dealing with only a one year contract, it is the Chairman's opinion that at this time the vacation schedule should remain as it is, and the County's final offer be accepted.

For the County

Approved  
Disapproved

For the Union

Approved  
Disapproved.

#### ARTICLE XXII - PERSONAL LEAVE

The Union reduced its personal leave day request at the Hearing from three days to one day. The County rejected this request on the basis of cost.

The Chairman agrees with the Union's argument that a provision granting personal leave days is not uncommon in sheriff department contracts, and that they are granted from one to as many as eight days per year. He also agrees with the County's

argument that with its weekly rotation of the duty schedule, the employees have ample time to conduct any personal business during their off hours. Therefore, it is not an unreasonable conclusion that a personal leave days is, in the final analysis, just another day off.

Therefore, although this is a separate economic issue in itself, the Chairman felt obligated to consider it in conjunction with the entire economic impact. Inasmuch as the employees now have full payment for eleven holidays, it is the Chairman's opinion this added cost is not justified at this time, and the provision for a personal leave day not be included in the new Agreement.

For the Country

Approved  
Disapproved

For the Union

Approved  
Disapproved.

#### ARTICLE XXIV- SHIFT PREMIUM

No shift premium is provided under the prior contract. However, the Union's last best offer in this matter for the new contract was an additional 10¢ per hour for the Second Shift, and 15¢ per hour for the Third Shift. This was reduced from the original request of 6% for the Second Shift and 8% for the

Third Shift.

Most sheriff's departments operate on a rotating schedule. Some monthly, some on a two week basis, and some on a weekly basis as in the case of Van Buren County. This means that none of the County's Deputy Sheriffs are on the same shift for more than a week, except under abnormal conditions. Therefore, any shift premium would have to be calculated on a different basis from week-to-week - a significant added chore for the payroll department.

Furthermore, The Chairman's investigation leads him to believe that shift premiums in sheriff's departments are very uncommon, there being only fourteen counties in the entire State with such a provision.

Therefore, considering the shift rotation system in effect in Van Buren County' Sheriff's Department and the fact it results in a deputy only being on the same shift for one week at a time, the Chairman does not believe a shift premium is appropriate as it just becomes another pay increase.

On the above basis the Chairman does not find that a provision for a shift premium should be included in the new contract.

For the County

For the Union

Approved  
Disapproved

Approved  
Disapproved



ARTICLE XXIV - SECTION 21 - Insurance

The Union's last best offer was for \$10,000 Accidental Death & Dismemberment, to be fully paid for by the County. The County's offer was also for \$10,000, but it is not clear to the Chairman whether this offer included double indemnity. However, the County's offer provided for a decrease in coverage with an increase in age over 50 years, with a final reduction to \$1000 at 65 years and over.

When considering the line of work of a deputy sheriff, the Chairman has no reservations as to the propriety of reasonable life and accident insurance. Further, the Chairman does not see the logic in reducing this coverage because of the age of the deputy. An active deputy's job hazards remain the same, regardless of age, and it is the opinion of the Chairman that as long as he is on the force he should be entitled to equal protection even though there may be an age differential.

For these reasons, it is the finding of the Chairman that the last best offer of the Union be accepted, and deputies be provided with a minimum of \$10,000 Accidental Death, with a double indemnity provision.

For the County

Approved  
Disapproved

For the Union

Approved  
Disapproved

ARTICLE XXIV - SECTION 22 -Teamsters' Eye & Dental

In its original demand, the Union requested eye and dental coverage, to be paid for by the County. However, this request was dropped, but with a request that the County provide payroll deduction for any employees wishing this coverage.

The Chairman feels the Union's request for payroll deductions is minimal, and should not create any major problem for the payroll department.

Therefore, this request should be granted, and a payroll deduction provided for any employee signing up for eye and dental coverage, the total cost of the coverage to be borne by the employee.

For the County

Approved  
Disapproved

For the Union

Approved  
Disapproved

ARTICLE XXIV - SECTION 29.

The Union dropped its request for the County to provide the Teamsters Pension Plan, with the understanding the County's "Retirement Income Plan" would be applied to the employees of the Sheriff's Department.

## ARTICLE XXV - LONGEVITY

The prior Agreement between the Parties contained no provision for longevity payments. In its last best offer the Union requested \$100 after two years, \$200 after five years, and \$400 after ten years. The County's argument against this request was that length of service was figured in the salary schedule and that this schedule should not be augmented by longevity payments.

The Union maintained that a longevity policy was provided for other County employees, and that Sheriff Department employees should receive the same consideration. Although this argument has merit, it is the understanding of the Chairman that the Sheriff Department employees did have a longevity schedule prior to the last Agreement. During the negotiation of that Agreement, the employees of the Sheriff Department elected to meld the longevity schedule into the salary schedule, thereby eliminating longevity. This election did not deny the Union the right to request reinstatement of a longevity policy; however, it does reduce the impact of the Union's argument that all County employees are not being given the same consideration.

Longevity is an income increment and the Chairman does not believe its propriety can be evaluated without considering it

in conjunction with a salary schedule, plus any other income items that may be in effect. In this latter category is the County's gun allowance of \$365 per year, which is paid to all employees of the Sheriff's Department.

Therefore, the Chairman's conclusion with respect to this longevity request of the Union was the result of his evaluation of all factors involving income, including his decisions with respect to salaries.

As a result of this consideration, the Chairman finds that the Union's request for longevity payments, in addition to its salary request, should be denied.

For the County

Approved  
Disapproved

For the Union

Approved  
Disapproved

#### SALARY SCHEDULE

In the Van Buren County Sheriff's Department Bargaining Unit, there are four job classifications: Deputy, Matron, Clerk I, and Clerk II. As stated at the Hearing, each classification is to be considered as a separate economic issue. Therefore, the salary request for Deputy was considered first.

DEPUTY

The Parties last best offer on this issue was as follows:

Union

Start	6 Months	1 Year	2 Years	3 Years
\$11,051.	\$11,368	\$11,690	\$12,236	\$ 12,680

County

*\$10,525	\$10,625	\$10,725	\$10,925	\$ 11,025
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\* On January 1, 1976, the County unilaterally increased the salaries by a flat 5% above the level provided in the Agreement that expired on December 31, 1975. This increase has been paid since January 1, 1976, and the County's last best offer represents this amount.

In its argument the Union noted that its request represented a 5% increase to start; a 7% increase at 6 months; a 9% increase at 1 year; a 12% increase at 2 years; and a 15% increase at 3 years. These percentages are correct if the 5% increase of January 1st is not included. However, the Chairman believes his consideration must be based upon the salary schedule set forth in the prior Agreement, therefore, in his calculations he added the 5%.

The Union maintained the salary level, including the 5% of January 1st, was below the level of the four surrounding



counties. The Chairman confirmed this fact, but also that the Union's request, if granted, would place Van Buren County above the other counties. However, in this regard it was also recognized that some of the other counties, such as Berrien, are about to start negotiations on a new agreement, which will undoubtedly change the picture.

The Chairman did not ignore the Commission's contention that its refusal was dictated by its financial situation, and that the 5% paid in January was all the budget could afford. Although the Chairman appreciates the fact he does not have to "find" the money, he does not believe an argument of inability to pay can be final and conclusive in support of sub-standard salary levels. Public sector budgets are generally a matter of priorities, and in such cases it becomes a matter of deciding what has the higher priority.

In addition to comparative levels and budgetary limitations, the Chairman also consider such things as the increase in the cost of living, both nationally and locally, and the general pattern of increases recorded to date in both the public and private sectors.

As the Parties are completely aware, in economic issues the Arbitration Panel must accept either one or the other of

the submitted last best offers - no compromises are permitted under the provisions of Act 312. Therefore, although the Chairman feels the Union's request is a little too high, particularly with respect to the percent of increase, after carefully considering all factors, it is his opinion that it more nearly meets the criteria than the offer submitted by the County. Therefore, it is the finding of the Chairman that the salary level for Deputies as set forth in the Union's last best offer be accepted.

At the Hearing, the matter of retroactivity was briefly discussed, but resulted in no definite stipulation. Further, no specific direction was given the Panel with respect to retroactivity. Also, in the submitted written last best offers the matter was neither specified nor raised. Therefore, in view of this lack of specificity with respect to this issue, the Chairman is exercising his prerogative to establish the effective date. It is the Chairman's finding that the salary request for Deputies, as set forth in the Union's last best offer, be effective on July 1, 1976, to the end of the Agreement on December 31, 1976.

For the County

Approved  
Disapproved

For the Union

Approved  
Disapproved.

## MATRON

The Union's last best offer for the Matron's salary level was:

Start: \$7,000; After 1 Year: \$7,800

The County's last best offer was:

Start	6 Months	1 Year	2 Years	3 Years
\$6552	\$6652	\$6752	\$6952	\$ 7052

This classification is relatively new with the Van Buren Sheriff's Department, having been established and filled in the spring of 1976. Although a job description, or outline of duties was not available at the Hearing, it is assumed they would be comparable with a Matron's duties in other sheriff's departments. It was on this assumption that the Chairman evaluated the last best offers.

In reviewing the County's offer, the Chairman had some difficulty in reconciling the submitted figures with the testimony. According to Sheriff Stump, the starting rate for this classification as agreed to with the Union, was \$ 6982. Nevertheless, the County's offer indicates this rate to be \$6552. In the Chairman's opinion, the figure indicated by Sheriff Stump is a reasonable level. However, the figures submitted in the County's last best offer is significantly lower than the average for Matrons- at least for Matrons who are deputized, which most

are. On this basis the Chairman finds that the Union's last best offer is more realistic, and is the offer to be accepted. However, for the same reasons set forth in the matter of Deputies salaries, the effective date for this salary schedule shall be July 1, 1976.

For the County

Approved  
Disapproved

For the Union

Approved  
Disapproved

#### CLERK II

The Union's offer for the Clerk II salary level was:

Start: \$8,000; 1 Year: 9,000

The County's offer was: \$8,400 after three years. It is presumed this single offer was submitted because the present occupant has ten years seniority.

In addition to her salary, the Clerk II receives a gun allowance of \$365 per year.

The Chairman did a considerable amount of investigating with respect to the salary level of sheriff department clerks, including those who, on occasion, might be required to perform some of the duties of a Matron. As a result, he came to the

conclusion that the Union's request was substantially higher than the prevailing levels, and that the County's offer was much more realistic considering the job requirements.

On this basis, the Chairman accepts the County's last best offer for the salary level of Clerk II.

For the County

Approved  
Disapproved

For the Union

Approved  
Disapproved

CLERK I

The Union's last best offer for a Clerk I salary level was: Start; \$9,200; 1 Year \$ 10,200.

The County's offer was: \$9,000 after 3 years.

In addition to the salary level, a Clerk I receives a gun allowance of \$ 365 per year.

The Chairman is of the same opinion with respect to the salary level of the Clerk I as he expressed in the matter of the Clerk II, and for the same reasons.

Therefore, it is the finding of the Chairman that the County's last best offer for the classification of Clerk I be accepted.

For the County

Approved  
Disapproved

For the Union

Approved  
Disapproved



It is the understanding of the Chairman of the Arbitration Panel that this concludes all open issues in the matter of the agreement between the Van Buren County Commissioners and Teamsters State, County and Municipal Workers, Local 214.

The Chairman has attempt to clearly express his opinions and his conclusions in each of the issues in dispute. However, if his conclusions need further interpretation solely with respect to their application, he will provide such interpretation if jointly requested.

*Samuel S. Shaw*  
Samuel S. Shaw, Chairman  
Arbitration Panel  
Grand Rapids, Michigan  
June 30, 1976