

9/25/74
ARB

Washtenaw,
County of

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Statutory Arbitration Between:

WASHTENAW COUNTY BOARD OF COMMISSIONERS,
WASHTENAW COUNTY SHERIFF'S DEPARTMENT

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, INDEPENDENT UNION, LOCAL 214

9/25/74

Hearings Held June 6, Aug. 7 & 8, 1974

Before a Tripartite Panel:

Richard I. Bloch, Chairman
Jerold Lax, County-Appointed Board Member
Joseph Valenti, Union-Appointed Board Member

Appearances

For the Union:

Douglas Korney, Esq.
Gregory, Van Lopik and Higle

For the County:

Robert Guenzel, Esq.
Corporation Counsel

OPINION AND AWARD

Facts

Washtenaw County is located in the southeastern portion of Michigan. The Sheriff's Department is located in Ann Arbor, Michigan, the County Seat. The parties to this

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dispute were unable to reach agreement on a new contract when the previous one expired in December of 1973. Accordingly, the matter was submitted to compulsory arbitration under the provisions of Act 312 (M.S.A. 17.455), which incorporates the so-called 'last-best offer' requirements, stating:

At or before the conclusion of the hearing . . . , the arbitration panel shall identify the economic issues in dispute and direct each of the parties to submit, within such time limit as the panel shall prescribe, to the arbitration panel and to each other its last offer of settlement on each economic issue. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic shall be conclusive. The arbitration panel within thirty days after the conclusion of the hearing, or such further additional periods to which the parties may agree, shall make written findings of fact and promulgate a written opinion and order upon the issues presented to it and upon the record made before it, and shall mail or otherwise deliver a true copy thereof to the parties and their representatives and to the Employment Relations Commission. As to each economic issue the arbitration panel shall adopt the last offer of settlement, which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in Section 9.

The initial hearing in this matter was conducted on June 6, 1974, at which time the parties set forth the various issues then in dispute. However, the parties also

indicated at that time that further discussion might well resolve some of the issues. Therefore, the hearings were adjourned until August 7 and 8. Some matters were, indeed, settled, and, at the request of the parties, are incorporated as part of this award.

Section 9 of Act 312 set forth those standards the arbitration panel may consider in rendering its award:

Section 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulation 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, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or private employment.

The Panel has carefully considered the presentations of the parties in light of the above-mentioned requirements and on the basis of the testimony and exhibits renders this award. With the exception of the decision concerning wages, to which Panel Member Lax notes his dissent, this opinion is unanimous.

The issues presented to the Panel were as follows:

1. Wages
2. Medical Insurance
3. Differential for Detectives
4. Uniform Allowance
5. Vacations
6. Holiday Pay
7. Minimum Callback Time
8. Special Assignments
9. Two-Man Patrol Cars
10. Probationary Period
11. Continuing Education for Deputies
12. Departmental Meetings

Concerning these issues, the Panel has identified the first seven as economic. According to the statute, then, the Panel must adopt either Management or the Union's offer -- it has no authority to choose some middle ground.

ECONOMIC ISSUES

Wages

At the outset, the parties to this proceeding are to be commended for the manner in which they have approached the process of compulsory arbitration. The 'last-best offer' process was designed to induce parties to bargain vigorously at the steps preceding arbitration, then to submit respective offers which, in their eyes, were ultimately the more reasonable. The ideal, of course, is to reduce the gap between the positions with the hope that the employer and employee representative might achieve an early meeting of the minds. Absent such agreement, the last-best offer scheme, when functioning properly, yields two relatively reasonable positions to the neutral or neutrals empowered to issue a final and binding award. This, of course, presents a formidable task for the arbitration Panel, but serves the public interest well insofar as both alternatives are relatively equitable and, accordingly, protect the interests of the employees and the public whom they serve. That is, too high a salary may unnecessarily strain a municipality's resources or, in the alternative, force it to reduce its services. Substandard wages, on the other hand, adversely affect a community in its ability to attract and retain professional personnel.

In the present case, both County and Union have submitted wage offers which are reasonable and remarkably close in many respects. For example, both parties propose a two-year contract. The Union suggests across-the-board wage increases as follows:

1 to 6-Year Deputies, including Correction Officer II

1/1/74	\$ 624.00
7/1/74	\$ 500.00
1/1/75	\$ 500.00
7/1/75	\$ 500.00

7-Year (Senior) Deputy

1/1/74	\$ 500.00
7/1/74	\$ 400.00
1/1/75	\$ 500.00
7/1/75	\$ 500.00

All other members of the Bargaining Unit

1/1/74	7.1% increase
1/1/75	7% increase

Alternatively, the Union requests that, should the County's offer be adopted, the Panel award a cost-of-living allowance keyed to a \$.01 per hour increase for every .4 rise in the consumer price index.

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Clerk-Typist, Matrons/Clerk-Typist, Correction Officer I, Secretary I, Matron/Secretary I, Court Officer, Communications Operator, Communications Operator prior to 1/1/73, Secretary II, Matron/Secretary II, Account Clerk II, Matron/Account Clerk II.

In response, the County proposes the following schedule:

Deputies and CO II's - Steps 1 through 6

1/1/74	3% increase
7/1/74	3% increase
1/1/75	3% increase
7/1/75	3% increase

Senior Deputy - Step 7

1/1/74	3% increase
7/1/74	3% increase
1/1/75	2% increase
7/1/75	2% increase

Others (Exception CO I)

1/1/74	\$ 250.00 across-the-board
7/1/74	\$ 250.00 across-the-board
1/1/75	\$ 250.00 across-the-board
7/1/75	\$ 250.00 across-the-board

Correction Officer I

For this classification, the County proposes a separate wage scale which would be effective July 1, 1974 and which would represent approximately a \$1,000 increase at all levels. Additionally, the County proposes a 7th step where there is none now.²

As indicated earlier, the parties are, in many respects, commendably close in their offers. For example, at the end of

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That schedule, effective July 1 1974, is as follows:
Step 1 - \$ 7,737; Step 2 (half step) - \$ 7,930; Step 2 (full step) - \$ 8,124; Step 3 - \$8,531; Step 4 - \$8,598;
Step 5 - \$9,406; Step 6 - \$9,875; Step 7 - \$10,369.

the first year, they are less than \$70.00 apart on the average salaries received by senior deputies.³ During the second year of the agreement, the parties' overall wage offers differ by approximately \$350.00 at the top deputy level. As might be expected, therefore, the percentage increases are relatively close, considering the contract as a whole, although there is significant disparity when measured at interim points. After the first year of the agreement, the Union proposal would result in an average 7.24% wage increase over the entire deputy unit. The County's offer for the same period amounts to a 4.53% average increase. The Union's second year offer approximates a 7.83% increase, while the County offer would yield a 6.05% average increase. The County's offer as to the other bargaining unit personnel exceeds that of the Union in certain respects. Thus, while the Union proposes wage increases of 7.1 and 7% respectively for 1974 and 1975, the County, in proposing four \$250.00 increases, would raise certain employees' salaries, (at the lower level) in excess of 8% the first year.

In adopting the Union's proposal as to wages, which it does, the Panel takes into consideration the status of the Washtenaw County Sheriff's Department, with respect to

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When the proposals are converted to comparable figures, the County's salary averages out to \$14,573, while the Union's equivalent is \$14,640.

wages, as compared with similarly situated communities. The Panel also notes a cost-of-living increase which has become an unavoidable factor in any economic consideration. Whether by advocate or arbitrator, the task of choosing between two realistic wage offers is difficult business. On the one hand, an inflation of enormous proportion threatens the economic vitality of the country. This factor is, of course, meaningful to both parties' considerations. Rising prices in all aspects of our existence create an understandable desire on the part of the Union to combat fast-vanishing purchasing power with sizeable wage increases. An employer, on the other hand, may, with some justification, point out that unrealistic wage increases do nothing but further fuel the fire.

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This award, in the opinion of the majority of the Panel, provides realistic wages and conditions of employment which will benefit both the employees of the Sheriff's Department and the citizenry whom they serve. The Union's offer as to wages more closely approximates compensation which at once recognizes the restraint required in a time of rampant inflation, while at the same time properly acknowledging the increasingly professional requirements demanded of a modern-day law enforcement agency. The proposal tends to account for an extraordinary rise in the cost of living, while providing the County with a strong base in

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Member Lax acknowledges that both offers are within the bounds of reason, but on balance, would regard the County's offer as the more reasonable.

recruitment and maintenance of quality personnel. As will be noted, however, while the Panel views the wage portion of this award as equitable and proper under the circumstances, it is also well-advised of the potential cost implications. These costs are specifically considered in dealing with the other economic issues set forth in this award.

Medical and Life Insurance

The Union requests that the existing County-paid hospitalization insurance and life insurance be continued by the County. Additionally, it requests Master Medical coverage and, effective July 1, 1975 the Union requests that the County pay the premium for Teamsters optical and dental plan, not to exceed \$3.00 per week per employee. It notes that the 1974-75 command contract in the Washtenaw County Sheriff's Department contains such benefits.

The County agrees with inclusion of Master Medical insurance as soon as the contract can be written between Blue Cross and the County. It rejects the optical and dental plan. The opinion of the Panel is that, notwithstanding inclusion of the optical and dental plan in the command contract, the County's proposal provides adequate coverage at a reasonable cost.

Differential for Detectives

The Union requests a wage differential for detectives amounting to a \$100.00 spread on January 1 of 1974, with \$100.00 increases on July 1, 1974, January 1, 1975 and July 1, 1975.

Considering the past history of this department, the absence of any differential in the command unit, and the nature of the wage increase awarded in this matter, this request is denied.

Uniform Allowance

The Union requests a \$50.00 increase on January 1, 1974 and an additional \$50.00 increase one year later for the Patrolmen and CO II's. With respect to the CO I's, the Union requests a uniform maintenance allowance increase of \$75.00 on January 1, 1974, and a uniform allowance increase of \$75.00 on the same date, for a total of \$150.00. On January 1, 1975, the Union would request an additional \$100.00 to be split between uniform maintenance allowance and the basic uniform allowance.

The County, for its part, proposes a \$50.00 increase on January 1, 1975 for Deputies and CO II's and a \$50.00 increase on January 1, 1974 and again on January 1, 1975 for the Correction Officer I's.

Again, considering the economic award as concerns wages, the Panel adopts the County's offer.

Vacations

The Union here offers for the Panel's consideration the same package granted general County employees; 0-5 years, 15 days; 6-10 years, 18 days; 10-15 years, 20 days; and over 15 years, 30 days. However, the Panel accepts the County's offer in this regard, which adopts the same schedule incorporated into the command contract. Thus, the schedule shall be as follows:

0-5 years, 12 days
5-12 years, 15 days
12-15 years, 18 days
over 15 years, 21 days

Holiday Pay

The County notes an interpretative and administrative problem concerning holidays, which presently include the half day before Christmas and the half day before New Year's. For administrative ease, it suggests that half days be deleted, and that in place, the employee be entitled to take off his or her birthday. No counter proposal was made in this regard, and the Panel views the suggestion as reasonable. It is therefore awarded.

The County also proposes that all holiday pay be at the rate of 2-1/2 times the normal rate for all hours worked on a holiday. A 1972 arbitration award provided for "double time for holidays plus regular holiday pay", and this has

been interpreted as meaning an employee shall receive triple time for working holidays. The County notes some potential misunderstanding concerning the language cited above and proposes that all hours worked on a holiday be paid at 2-1/2 times the normal rate. The Union, while agreeing to such rate for overtime would retain the triple time during the eight-hour schedule.

Notwithstanding possible interpretative problems concerning the prior award, the Panel notes that such rate has, in fact, been in effect, and is not persuaded that it should be reduced. Therefore, the employees who work holidays shall receive triple time during the eight-hour shift and 2-1/2 times the hourly rate for overtime.

Minimum Callback

The Union herein requests that officers called back to service other than within any two hours before or after a shift be paid a minimum of two hours overtime. The County agrees to a minimum callback provision, but would have it applicable only when the employee is called back on a leave day. In consideration of the other cost items of this award, the Panel adopts the County's offer.

NON-ECONOMIC ISSUES

Special Assignments

Calls are often received by the Sheriff's Department

from governmental and public institutions, as well as private parties, requesting assignment of officers to special duty, such as serving as guards for athletic events. Until now, assignments have been made without regard to seniority. The Union requests that such practice be discontinued or, in the alternative, that it be done strictly on the basis of seniority.

The Panel, while noting the problem, believes that the solution lies more in the realm of cooperation than contract. That is, while the Panel does not recommend inclusion of contractual language covering this situation, it does recommend that procedures be developed to insure that assignments be made on an equitable and non-arbitrary basis.

Two-Man Patrol Cars

The Union demands that patrol units be manned by two officers during hours of darkness. The Panel recognizes the obvious safety factors inherent in this request, yet is similarly cognizant of potential manning problems confronting the employer. Accordingly, it is the decision of the Panel that the following language shall be incorporated into the final agreement:

The County agrees that insofar as manpower allows, during the hours of darkness, all Washtenaw County Sheriff 'Marked Patrol' units shall be manned by two officers. In no instance shall any officer be re-

quired to ride alone during the hours of darkness as any form of discipline.

Probationary Period

The present probationary period is six months. The County requests this be increased to one year, while the Union maintains that the present time is sufficient.

The Panel's opinion is that a six-month period such as found in the present agreement is an insufficient time to properly evaluate the full range of responsibilities and attributes required of the professional officers in this department. A curtailed evaluation, of course, works to the disbenefit of both management and employee insofar as judgments must be made quickly. The potential is that the officer may be improperly discharged, whereas a longer evaluation period might conceivably give the candidate a better chance to demonstrate his or her worth. Alternatively, an employee might be improperly retained when, in fact, a somewhat more extended scrutiny would have revealed serious weaknesses. The Panel finds that a twelve-month probationary period will more properly serve the interests of all concerned, and is hereby awarded. Time spent in the Police Academy shall be counted toward the probationary period.

Continued Education for Deputies

The County requests that in order for a deputy to be

eligible for promotion, he or she must take at least four semester hours of college or complete some specialized training approved by the Sheriff. Tuition fees would be paid by the employer. These requirements would be waived for a deputy with a bachelor's or associate's degree. Similarly, the requirement would be waived for any deputy having more than fifteen years of law enforcement or corrections experience.

The Panel believes that training in areas relevant to their profession should be necessary conditions of employment and promotion in law enforcement agencies. Indeed, the Union itself notes in its opening statement that:

. . . Students of police uniformly recommend that all police, old and new, receive continuing doses of systematic professional education in technical skills and the human liberal arts. Moreover, to underscore the pressing need for the development of these skills, all studies recommend that these programs be wholly financed with Public funds, more particularly Federal monies channeled to State and local communities.

The Panel agrees with these precepts and, therefore, the County's demand is granted.

Departmental Meetings

The County requests that members of the bargaining unit be required to attend departmental meetings at scheduled

intervals so as to better improve communication. Citing the command contract and historical precedent in support of its proposition, it requests that officers remain contractually obligated to attend these meetings without pay.

While fully supporting the goal of enhanced communications, the Panel finds no reason to incorporate this duty without compensation. The County's demand in this regard is denied.

STIPULATIONS

Certain other matters were settled prior to the hearings, and, as indicated earlier, the Panel adopts these settlements and incorporates them as part of its award.

1. The parties agree that duty assignments to officers will not be done on an arbitrary or capricious basis or for purposes of discipline without just cause.

2. The parties agree that scheduled overtime will be by unit and will be equalized whenever possible.

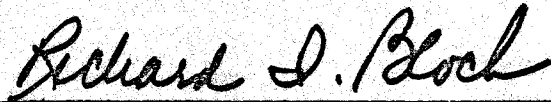
3. The parties agree that no person 50 years of age or older will be ordered on regular or normal road patrol except by mutual agreement or in cases of emergency.

4. The parties agree that a new sick bank, identical to that contained in the command officers' agreement, will be incorporated into this agreement.

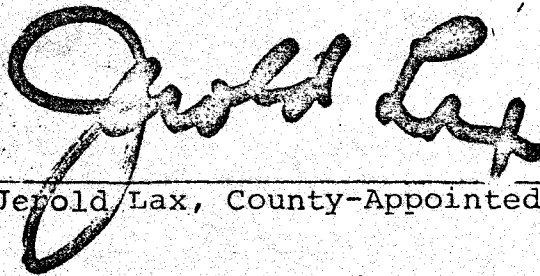
5. The parties agree that the CO Nurse will be paid the same rate as the CO II.

6. The parties agree that auxiliary officers will not be used at any time to replace certified law enforcement officers or for the purpose of filling allocated positions or for the purpose of avoiding payment of overtime to certified officers.

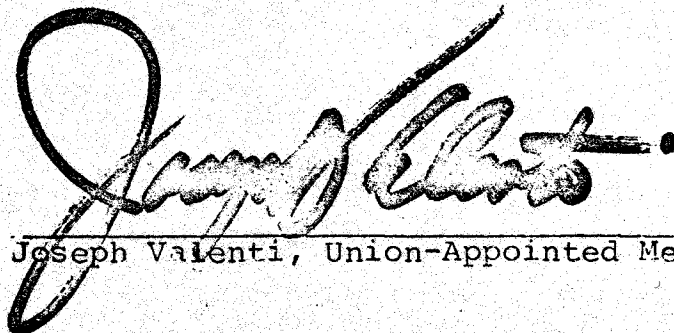
7. The parties agree that a deputy may have a year's leave of absence to attend Union business without loss of seniority.



Richard I. Bloch, Chairman



Jepold Lax, County-Appointed Member



Joseph Valenti, Union-Appointed Member

Date: September 25, 1974