

6/30/87  
ARB

In The Matter of Arbitration Between:

COUNTY OF BRANCH

And

MERC Case No. L86 A60-M

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN /

OPINIONS, FINDINGS, AND ORDERS OF ARBITRATION PANEL

Pursuant To Act 312, Public Acts of 1969

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STATE OF MICHIGAN  
BUREAU OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

*Branch County (Arb.)*

Arbitration Panel:

Harold D. Gales, Chairman

Jerry Hubbard, Employer Delegate

William Birdseye, Union Delegate

Michigan State University  
LABOR AND INDUSTRIAL  
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Issued, June 30, 1987

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### Introduction

This dispute involves unresolved issues pertaining to a collective bargaining agreement between the County of Banch and the Police Officers Association of Michigan, This agreement is to succeed one that expired on December 31, 1985.

Hearings were held on November 4 and 11, and December 18, 1986. Final offers of settlement were submitted on February 6, 1987. The parties' Post Hearing Briefs were exchanged by the Arbitrator on March 20, 1987.

### Issues

The issues, as stipulated to by the parties, are listed below:

1. Duration
2. Wages
3. Step Up Pay
4. Sick Leave Accumulation
5. Dental Plan Improvement
6. Pension-Multiplier
7. Pension Plan Improvement
8. Promotional Procedure-Within Bargaining
9. Promotional Procedure-Final Selections
10. Definition of Irregular Employee-Economic or  
Non Economic Impact

### Comparability

The parties have offered the governmental units listed below as comparables:

#### Union Selections

Hillsdale County  
Calhoun County  
Barry County  
Kalamazoo County  
St. Joseph County  
Cass County  
Coldwater City

#### Employer Selections

Barry County  
Cass County  
Gratiot County  
Hillsdale County  
Huron County  
Ionia County  
Mecosta County  
Montcalm County  
Newaygo County  
Sanilac County

The Union notes that three counties appear on both lists, Barry, Hillsdale, and Cass. The Union further states that its choices, "...are in close proximity to Branch County and share similar social and economic characteristics." It suggests that the Employer's choices were based, to a significant degree, on population, (within a range of 36,000 to 52,000) and, "...scattered from the Flint-Saginaw Eastern thumb of Michigan west to the area surrounding Grand Rapids." The Union maintains the proximity is a key factor in determining comparability because it is highly relevant to the concept it adheres to, that of the labor market approach. The labor market concept was defin-

ed by Union witness, Ann Maurer, as, "...areas in which a job seeker or an employee is generally assumed to seek work within a reasonable distance from the employee's location [or abode]."

The Union also notes that Branch County, as regards the criteria of state equalized valuation, per capita and/or personal income, median family and/or household income, as well as some other factors pertinent to the comparables submitted by both parties, ranks near the mid point.

The Union also points out that, uniquely, Branch County deputies are required to obtain emergency medical service certification. Thus it argues that these "additional skills and responsibilities" should mandate that the "traditional standard" be applied which provides that "additional services require enhanced compensation."

The Employer notes that its choice of comparables was based on counties located in the lower part of the lower peninsula, with populations of relatively equal size, and rural in nature. In addition, they contain no sizeable urban areas, with small county seats, relative to populations of 9,000 or less, and with rural areas that are sparsely populated.

It further contends that Hillsdale County, of the three

comparables chosen by both parties, bears a close resemblance to Branch County when compared for state equalized valuation, agricultural components, and commercial and industrial make up. It also points out that Branch and Hillsdale Counties are contiguous. It suggests, therefore, that the similarities between these two counties are greater than those proposed as comparables by either party. The Employer further notes that Cass and Barry Counties, among those selected by both parties, exceed Branch County, in terms of population, by 20%.

The panel will pass judgement on the persuasiveness of these arguments as regards comparability as it discusses and renders opinions on each of the other issues involved here.

#### Ability to Pay

The Union contends that the testimony of Harold Meyers, County Treasurer, "...proves conclusively that Branch County has the ability to pay all (emphasis theirs) the demands for economic improvements sought by the Union." It maintains, in support of this position, that many "non-essential services" are allocated to "special interests" in Branch County. It further contends that "The economic constraint exercised by the Employer, as it effected County employees, "...was not shared by special interest groups." It also claims that an

examination of general fund expenditures (Employer Exhibit #22) reveals, ".....A great deal of money being appropriated and spent on activities which are non proprietary governmental functions."

As examples of these kinds of expenditures, the Union states that parks, ambulance, library and law library, Maple Lawn Convalescent Home, and the Commission on Aging are not only "non essential" but cost the County over \$250000.00 for fiscal year 1986. It maintains that, "A simple 20% reduction of these subsidies would have enabled the County to provide salary improvements without serious reduction of non-essential constituent services." The Union points, in particular, to a grant to the Maple Lawn Convalescent Home of \$83,000.00 in the fiscal year 1986, when County records indicate this agency had a surplus of \$331,320.00 at the end of 1985. It also notes that \$172,500.00 was appropriated to the District Health Department in spite of intergovernmental revenues of \$539,065.46 and charge for services revenues of over \$1,600,000.00. It projects from these figures that this department should produce a surplus equal to that of its 1985 appropriation.

In general, the Union argues that reductions in appropriations to the departments mentioned above as well as others; and increases in service charges on the instituting of these

where they do not exist in appropriate departments, would provide the means for the County to meet the Union's economic demands.

The County claims that in 1986 General Budget Expenditures exceeded revenues. This resulted in the total depletion of the balance of an equity fund that had been accumulated over a period of years through investment programs. It also notes that the amount of revenue the County has been able to raise has declined slightly because of a reduction of state equalized valuation of real property. It also points to a decline in funds available through federal revenue sharing, and the threat of further reductions in the near future.

In anticipation of the Union's arguments that non-mandated County programs siphon off funds that could be more appropriately used to establish increased wages and benefits for members of the Sheriff Department's bargaining unit, the County asserts the Department itself is involved in many non-mandated programs. It ventures that, aside from running the jail, most of the activities the Department engages in could be eliminated or reduced. It further claims that it is within the authority of the Board of Commissioners to refuse to fund these activities and transfer the responsibility of law enforcement



to the State Police and to other governmental units within the County.

Lastly, the Employer argues that it is obvious, given the depletion of surplus funds, the uncertainty of continuing federal support, and the decline of tax revenues, the County does not have the ability to pay for the increases in wages and other economic benefits the Union is demanding.

As was the case in our discussions on comparability, the Panel will make its judgements on the ability to pay as it reaches decisions on each of the issues before it. The Panel will now turn its attention to a discussion of these issues.

#### 1. Duration

The Union has requested that the duration of the subject contract between the parties be made retroactive to January 1, 1986 and it should remain in effect for a three year period from this date to December 31, 1988.

The County agrees that the duration of the contract should encompass a three year period, but does not offer a specific starting date. Its last best offer on Wages, however, contains the heading "January 1, 1986 WAGE RATES."

In view, then, of any specific disagreement on this issue it is the Chairman's opinion that the contract should take effect retroactively as of January 1, 1986 and shall be in effect until December 31, 1988, and Article XXIV, 24.1 should, accordingly, read so.

Union Delegate

☒ Approves ☐ Disapproves

Employer Delegate

☒ Approves ☐ Disapproves

## 2. Wages

In terms of comparability, the Union has used what it terms to be a labor market approach in making its selections. It has chosen six counties that have "geographical proximity" to Branch County, plus Coldwater. In addition, it claims, on the basis of information obtained from members of the bargaining unit, that the work performed by personnel in those counties are similar to the work done by personnel in Branch County's Sheriff's Department.

The labor market factor, at least as it pertains to geographical proximity, does, in the Chairman's opinion, have merit. The ability of individuals to seek employment within a reasonable distance of their place of residence does have a bearing in terms of the quality of applicants law enforce-

ment units can attract. In addition the ability of law enforcement personnel to be readily conversant with the higher wage and benefit levels that their colleagues in nearby units enjoy can effect morale as well as the rate of turnovers. Both these consequences cannot be considered to be desirable.

With this in mind, the Chairman has chosen as comparables the three shared by the parties Cass, Barry, and Hillsdale Counties, and because it fits readily into the labor market concept, the City of Coldwater. In addition to its intimate geographical proximity and its dual role as the most populous municipality in the county and its status as County Seat, Coldwater is the only comparable for which wage rates for 1986, 1987 and 1988 are a matter of record.

As a means, then, of evaluating comparable wage levels, the Chairman has relied on percentages of increase rather than totals. Wages in Cass County, for instance, increased from 1985 to 1986 at the rate of 2%; Barry County, 3%; Hillsdale County, 4.5%. Wages in Coldwater increased 4% in 1986, 5% for 1987, and 4% for 1988, an average of 4.3% for all three years. The Union's last best offer on wages results in 7.4% for 1986, 6.89% for 1987, and 6.45% for 1988. This amounts to an average increase of 6.91% for the three year term of the contract.

The County's last best offer is for 0% for 1986, 4% for 1987, and 3% for 1988. These increases average 2.33% for the three year term, a sum considerably lower than Coldwater's average of 4.3%. The inequity of the County's total offer is made even more apparent when compared to the 4.5% average increase of all the Employer's comparables for 1986 and the Employer's offer of 0%.

On the basis of these percentage comparisons, it is the opinion of the Chairman that the most equitable resolution to this particular issue can be achieved by accepting the Employer's offer of 0% increase for 1986, and the Union's 75¢ per hour increase for 1987 and 1988. In terms of percentages, then, the Department employees will receive a 7.4% increase in 1987, and a 6.9% increase in 1988, and an average of 4.8% increase over the three year term of the contract. This average is not only more in line with increases contained in the Coldwater three year contract, but also conforms more closely to the 1986 average increase of the Employer's comparables which includes Hillsdale county, one of the shared comparables.

The Chairman would comment, at this point, that he is cognizant of the concerns expressed by the County Treasurer as regards the disappearance of any meaningful surplus and the reduction of federal funding as it effects the County's ability

to pay. He is also aware that such so called non-mandatory services as convalescent homes and mental health programs serve pressing needs. The Chairman, nevertheless, is of the opinion that bringing the wage levels of Sheriff's Department personnel in line with those of Coldwater in particular is also vital. And that the Commissioners can somehow find funds in its budget to accomodate this need.

The Chairman would then rule that Article XX, Section 20.1 of the 1986-1988 Contract, Wage Rates and Classification reflect no increase for 1986, and a \$.75 per hour across the board increase for 1987 and 1988. The increase for 1987 would, of course, be retroactive to January 1, 1987.

Union Delegate

✓  
     Approves      Disapproves

Employer Delegate

     Approves X Disapproves

### 3. Step Up Pay

Under the provisions of the present contract, Senior Deputies, "Performing the duties of an absent sergeant" are paid at a sergeant's pay rate, if they work at least eight consecutive hours in this capacity.

The Union complains that the consequences of this arrangement is that senior deputies are paid only eight cents per hour less than sergeants who are at the starting incremental rate of the classification. Deputies, who are less senior earn an hourly rate that is far greater than the eight cent differential when performing these duties.

The Union, accordingly, proposes, that Deputies receive a step up of 80¢ per hour when doing this work for any period of one hour or more. It also asks that this be made retro-active to January 1, 1986. The Employer's last best offer proposes a Step Up of 30¢ per hour for all work of the nature done, "For a period of at least two consecutive hours." It does not, however, propose any effective date.

The Union argues that the Employer's offer affords a deputy at the four year incremental level only a 22¢ gain over present step up pay rates. Three and two year level deputies, it maintains, would actually lose 27¢ and 72¢ respectively. It suggests that under its proposal a 4 year deputy would gain 72¢, a 3 year deputy 23¢, while a 2 year deputy would lose only 22¢.

The Employer argues, if the Union's offer is accepted, the most senior deputy would be paid at a \$10.94 per hour rate

as compared to a senior sergeant's \$11.18 rate, a differential of 24¢. Under its proposal, the Employer notes, the differential would be 74¢ per hour. It further points out that the comparables cited by the parties offer little assistance in the resolution of this matter. It does, however, suggest that one might "conclude by implication" that the Hillsdale County contract provides for no Step Up pay. And it contends that the \$1,200-1,500 difference involved in the two offers is more than the County is able to pay.

Arbitrators, those particularly involved in the private sector, have long held that if an employee is directed by supervision to perform at a job in a higher rated classification, the employee is entitled to be paid at the rate assigned to that classification. This principle should be applicable in a resolution to this particular issue. The Union's last best offer comes closest, in the Chairman's opinion, to providing deputies, performing sergeant's duties, with a pay rate that is equitable. Should this prove to be burdensome, the Employer could begin to schedule sergeants to weekend shifts. For, according to Sheriff Heinemann's testimony, he has opted to give sergeants weekends off. If, then, this is indeed an option, the Employer can reduce the incidence of step up pay if it so desires.

The Chairman would rule then that Article VXI, Section 16.8 should read as follows:

Step Up Pay. The Senior Deputy shall be paid an additional eighty cents (\$.80) per hour for performing the duties of a Sergeant for all hours worked. The lowest increment upon which this amount shall be paid is one full hour.

Union Delegate

☒ Approves ☐ Disapproves

Employer Delegate

☐ Approves ☒ Disapproves

#### 4. Sick Leave Accumulation

At present the 1983-85 contract provides for a 36 day cap on sick leave accumulation. The Union proposes to increase this cap to 100 days. The Employer wishes to maintain the 36 day cap.

The Union argues that of seven comparables listed in County Exhibit 17, only Hillsdale County has a cap of 36 days. All the rest provide for either no limit or at least 100 days or more. It should be noted the Barry County and Cass County allow for 180 days and no limitation respectively. Coldwater also



provides for no limitation.

The Union further maintains that increasing the cap to 100 days would have the effect of reducing the tendency for bargaining unit members to get into a "use'm or lose'm" mode, thereby leading to abuse of this privilege. It also calls attention to the Articles 17.3 and 17.5 of the contract which limit supplemental payment to employees receiving workmen's compensation to only the first twenty weeks after which they must rely on accumulated sick leave days. And after 90 days he or she must pay for their families' health insurance premiums. Article 17.5, it also notes, excludes individuals with compensable job related injuries from receiving weekly indemnity payments. The Union, therefore, argues that it sees no justification in limiting law enforcement personnel, who are involved in dangerous work, to a number of sick leave days below those in similar employment in some of the comparable governmental units, as well as employees in Branch County's Circuit and Probate Courts.

The Employer argues that the 36 day limit should not be changed for several reasons. First, it points out, that the County does already pay premiums on a sickness and accident policy for members of the bargaining unit. And second, it

notes that employees upon termination are paid for one half of their unused sick days.

Thus, the Employer contends that the possibility exists, if the Union's offer is accepted, for "A potential economic calamity which the County...can ill afford to have occur." It suggests that if the Union's offer should prevail it could result in a terminated employee having to be paid about \$4,000.00 as contrasted to \$1,440.00 under present conditions.

In discussing the applicability of comparing the treatment of this particular issue by other counties it suggests that Hillsdale rather than Cass, Barry, Calhoun, or Kalamazoo is the more appropriate comparable. Barry County, it suggests, while providing for higher CAP has no pay off upon termination. Cass County has no pay off for ten years, and even at the end of this pay off, only does so on one quarter of the sick leave accumulated.

The Chairman will first deal with the ability to pay issue as regards this matter. The Employer argues that adoption of the Union's offer could result in pay offs upon termination of \$4,000.00 per employee. This contrasts with a pay off of \$1,440.00 under present conditions, the difference being \$2,560.00. It does not, however, offer any estimate of how many employees, on

average, have terminated over a period of recent years. A reasonable estimate might be derived by using a 10% termination rate which would come to 3.3 employees ( $33 \times 10\%$ ). Thus the additional cost to the county per year would be ( $3.3 \times \$2,560.00$ ) \$8,448.00. And even at a 15% termination rate the cost would amount to \$12,672.00 ( $33 \times 15\% = 4.95 \times \$2,560.00$ ). In either case this additional cost does not, in the Chairman's opinion, appear to be particularly burdensome.

As regards, the comparability issue involved here, as previously mentioned, of the seven counties contained in the Union's list all but one (Hillsdale) do provide for either unlimited or at least 100 days or more of sick leave accumulation. And while the Employer argues that Cass and Barry Counties afford no significant pay offs upon termination, I am not convinced that this particular matter is central to what is involved here. The real issue, in the Chairman's estimation, is whether the employees in this bargaining unit are entitled to a greater degree of economic security in the event that they become sick or disabled. The Chairman believes that they are so entitled, especially in view of the fact that their co-professionals in the City of Coldwater are afforded greater protection.

The Chairman, accordingly, recommends the adoption of the Union's last best offer which reads as follows:

ARTICLE XIII  
LEAVES OF ABSENCE

13.8: Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- A. Upon completion of six (6) months' employment with the Sheriff's Department, each full time employee shall be credited with six (6) days of sick leave and will thereafter accumulate additional sick leave at the rate of one (1) day for each full month of employment, exclusive of leaves of absence unless otherwise specifically provided to the contrary, up to a maximum of twelve (12) days per calendar year. Unused paid sick leave credits may accumulate up to a total of one hundred (100) days.

Sick Leave to be retroactive to January 1, 1986.

Union Delegate

✓ Approves        Disapproves

Employer Delegate

       Approves X Disapproves

5. Dental Plan Improvement

The present dental plan contained in the contract provides for a 50/50 carrier/employee payment plan. The Union is asking that this feature be changed to a 90/10 payment for dental service. The Employer proposes no change in coverage.

The Union maintains that an orthodontic rider, which is a feature of the present plan, was agreed upon during previous negotiations only after it had agreed to, "A reduction in master medical to a level below that of other county employees." It also maintains that a 90/10 feature would have the effect of improving, "The health and well-being of affected individuals."

No evidence was presented by either party as regards the kind of dental plans afforded Sheriff's Departments in any of the comparables involved here. The Employer offered testimony which indicated that other County employees have much the same medical and dental insurance benefits as do members of the bargaining unit. In the case of the former they enjoy Master Med Benefits IV and in the latter they are provided with Master Med III plus an orthodontic supplement. Master Med IV is, according to testimony, better than Master Med III. This difference appears to be offset by the orthodontic package bargaining unit members get.

For this reason it is the opinion of the Chairman that the language of Article XVII, 17.6 should remain unchanged.

Union Delegate

\_\_\_ Approves ☒ Disapproves

Employer Delegate

☒ Approves \_\_\_ Disapproves

#### 6. Pension-Multiplier

#### 7. Pension-Final Average Compensation

The Union is proposing that the present pension multiplier change from approximately 1.6% of an employee's annual average compensation to 2% of that average. It also proposes that calculations of final average earnings be figured not only on base salary, as is now the case, but also on overtime and premium earnings.

The Union notes that Barry County and the City of Coldwater do, in the case of a pension multiplier, provide for a 2% multiplier. It notes that "Police work is a young man's profession", and that officers can retire at 55 because they can no longer meet the physical demands of the job at that age. As a result, the Union asserts, until they are able to obtain Social Security benefits at 62, they suffer a period of reduced income. If this increase in benefits is not awarded, it argues deputies would be forced to continue to work beyond an age that is not in the best interests of the individual and the community to do so.

The Employer contends that implementation of the Union's demand to increase the present pension multiplier would cost about \$8,578.00. It further maintains that if overtime and premium earnings are added to deputies base pay in calculating

average compensation, the amount which the Employer must contribute to the pension would increase. It does not offer, however, any specific amount of increase. It also notes that at the establishment of the current pension plan the County contributed \$50,000.00 to fund past service in pension benefits for deputies which other employees do not enjoy. It, further, suggests that the Hillsdale and Barry County plans are similar in terms of basics, "and constitute a significant fringe benefit which the employees should enthusiastically accept." These plans are also comparable to the present Branch County plan, according to the Employer.

It finally argues that the County's inability to pay should be the binding factor in supporting the Employers position in this matter.

The Chairman finds the Union's position to be persuasive. Barry County, and even more significantly Coldwater, both provide for a 2% multiplier in their deputies' pension plans. In addition the estimated cost of an additional \$8,578.00 to fund this improvement does not appear to be a particularly burdensome amount for the County to handle in view of the total amount of its funding costs. Also, an increase in the earnings based upon which the annual average compensation is calculated would appear to fall, in terms of cost, primarily upon the

shoulders of deputies who put in overtime. And since neither party has offered any estimate of what these costs might be it might be reasonably inferred that any costs involved should not be particularly burdensome.

The Chairman would then recommend that the language pertaining to Article XVIII, 18.1 and 18.2 and also 18.3 as proffered by the Union in its final offer of settlement, be adopted.

Union Delegate

☒ Approves ☐ Disapproves

Employer Delegate

☐ Approves ☒ Disapproves

#### 8. Promotional Procedure-

##### Within Bargaining Unit

As regards this issue, the current language of Article XII, 12.3 provides that any promotion from lower ranks to the deputy classification cannot be finalized until, "...successful completion of certification training, including emergency medical technician certification..." The Union proposes to add the following to the subject article, "Such training shall be provided by the Employer at no loss of pay to any employee." The Employer, while not addressing this matter in its last



best offer, did in its Post Hearing Brief take the position that estimated costs for this training would amount to about \$3,000.00 per person, primarily for replacement costs, and that, in view of the County's current economic position, this was burdensome.

The Union was unable, through the testimony of one of its witnesses, to prove that any practice existed which established that the Employer had, within at least the past ten years, paid this kind of training. Neither party, in addition, provided any information regarding the manner in which any of the comparables addressed this particular issue. Further, the County Sheriff, in cross-examination, testified that certification training could be obtained on a part time basis at a nearby community college. It would appear, then, that an employee in the Sheriff's Department who wished to obtain certification could do so on a part time basis. And since tuition costs are apparently reimbursed by the State and replacement costs to the County would be negligible, this procedure would not result in any appreciable costs to either side.

The Chairman would then rule, in view of the factors mentioned above, that the language of Article XII, 12.3 remain unchanged.

Union Delegate

       Approves   ✓   Disapproves

Employer Delegate

  X   Approves        Disapproves

9. Promotion Procedure-

Final Selection

At present Article XII, 12.6 reads as follows:

"Roster. For each classified position, a roster of selection will prevail. Initially this means that the scores will be in consecutive order with the Employer promoting from among the top three (3) scores."

The Union proposes that this language be changed to read as follows:

ARTICLE XII

PROMOTIONAL PROCEDURE

12.6 Roster. For each classified position a promotion list will be established as needed and once established shall remain in effect for two (2) years. If a roster becomes depleted prior to the end of a two (2) year period and a roster is needed, a new test shall be administered and a new roster established consistent with this section. The Employer will promote the employee with the highest composite score from any such roster/promotion list.

Promotions - Final Selection to be effective date of award.

The Employer, while not countering this proposal in its last best offers, argues in its Post Hearing Brief that to accept the Union's new language would have the effect of, "Removing any descretion which management has in the promotional

procedure." It further argues that this kind of restriction would result in the inability of the Employer to hire any person who is not a member of the Department. This it claims, in effect, would create a closed shop which it contends is illegal. It also contends this proposal would erode the Employer's rights, "To direct, hire and promote as set forth in Article V of the Contract."

The Union maintains that it has acceded to the Employer's concerns about the costs involved in having to test employees and in having to set up a new roster every two years whether needed or not, by specifying that rosters be established "If needed." As regards the provision that only the person with the highest score be selected, the Union maintains that this constitutes a more equitable procedure than the current selection process.

The Chairman does not believe that the Union's proposal for a revision of Article XII, 12.6 does indeed erode the Employer rights as specified in Article V. The Union has stated through testimony by Deputy Loss (Volume III T 150) that:

"What we want to do is to be sure that all the people who have been employees within the Department are eligible for this promotion first, before outside persons are brought in."

This statement, and others made by Deputy Loss in testimony, should stand as the Union's position that it does not intend that promotions be limited to bargaining unit or other departmental employees. Thus, the Employer's concerns about "...Freez[ing] out all non-members who at any time seeking position within the Department...", should be assuaged.

As regards the necessity of choosing only the applicant with the highest score to fill a higher classified position, the Chairman does not believe this is necessarily restrictive. Testimony by Deputy Loss indicated that the process currently involves the giving of a written test by an outside source to applicants and an oral interview at which an officer of equal rank is present, as well as a citizen at large, and a County Commissioner. These individuals then make a numerical determination on the basis of this interview, which is combined with the test score, and other considerations such as seniority and educational background. The Sheriff then makes the final determination of who the top three candidates might be.

I do not see that adoption of the Union's proposal would in any way change either the selective process or the manner of making the final selection. The only change is that the Sheriff is limited to choosing one top candidate instead of three. And in any case the Employer continues to have the

key input, in this process, of both a County Commissioner and the Sheriff.

I would rule then that the proposed revision of Article XII, 12.6 be adopted.

Union Delegate

✓ Approves        Disapproves

Employer Delegate

       Approves X Disapproves

10. Definition of Irregular Employee-

Economic or Non-Economic Impact

The Employer proposes that the following be added to Article X, 10.1, Which pertains to layoff and recall Procedures:

"For the purposes of this section the definition of irregular and part-time shall exclude the following: Sheriff's posse personnel, Sheriff's reserve personnel, and marine patrol personnel."

At present the subject section provides that irregular, part-time and probationary employees are the first to be reduced during times of layoff. The Union argues that by excluding members of the Sheriff's posse, reserves and marine patrol, some of whom are paid, some not, the County would use these individuals to perform the tasks of regular, bargaining

unit employees who were on layoff.

The Union further contends that the ramifications of this issue are clearly "100% economic" in that laid off seniority employees, whose work was performed by these part-time people, would suffer a "total loss of pay and benefits." The County, it maintains on the other hand, would experience significant wage savings.

And since this issue is economic in nature, the Union insists the panel must accept one or the other of the last best offers. It further maintains that the Employer has not offered any convincing evidence that the present language has any particular problems. It, therefore, contends the language of the subject section should remain unchanged.

The Employer, through the Sheriff's testimony, argues that individuals involved in posse work do crowd and car control at large gatherings, and aid in searches. The Reserves assist deputies on road patrol, and the marine patrol police activities on lakes. These activities, it maintain, "Simply allow some services of a voluntary nature to continue given the massive economic problems in the County." It further contends that the Sheriff has testified he would not replace employees on layoff with these auxiliary individuals.

This issue, in the Chairman's opinion, is clearly economic

in nature. The status of laid off members of the bargaining unit involves circumstances in which they have no income save that afforded them by means other than the Employer's payroll. The County, in addition, could save money in these circumstances by implementing law enforcement services through the use of auxiliary personnel involved herein.

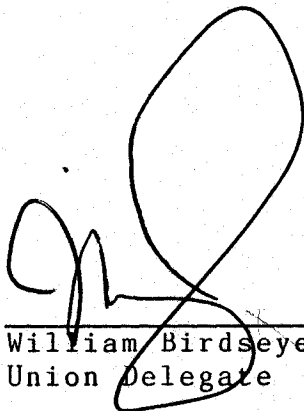
This being the case, should the language of the Employer's proposal be adopted, the County would have the option of reducing in force members of the bargaining unit and substituting lower paid or non paid individuals. To afford the Employer this option has the effect, the Chairman believes, of eroding the security of bargaining unit members. The Sheriff testified he considers that a "verbal understanding" exists that would preclude him from utilizing auxiliary personnel, during times of layoff, to do work ordinarily done by regular employees. The Employer, in its Post Hearing Brief, alludes to a contractual violation should this occur, but offers no specifics. These assurances do not, however, afford any firm guarantees. The language of Article X, 10.1, on the other hand is specific and should remain unchanged.

Union Delegate

✓  
\_\_\_ Approves \_\_\_ Disapproves

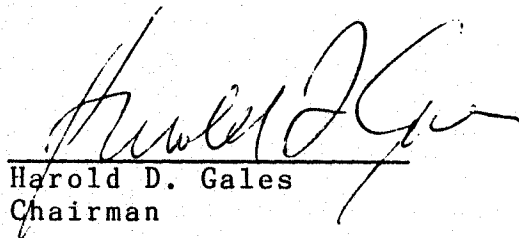
Employer Delegate

\_\_\_ Approves X Disapproves



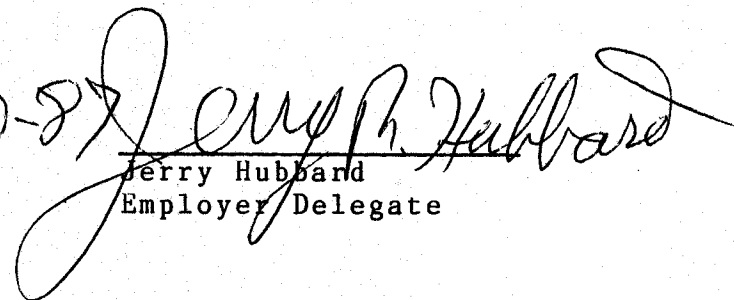
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William Birdseye  
Union Delegate



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Harold D. Gales  
Chairman

6-30-88 

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Jerry Hubbard  
Employer Delegate