

2/2/87

FF

1382

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

FACT FINDING

In the Matter between:

MACOMB COUNTY BOARD OF COMMISSIONERS

No. D85 G-1851

-and-

MICHIGAN COUNCIL 25, AFSCME,  
LOCAL 1905

Fact Finder: Elaine Frost  
Issued: February 2, 1987

\_\_\_\_\_ //

FACT FINDER'S OPINION AND DECISION

Appearances:

For the Employer: William M. Israel, Director, Personnel-Labor Relations  
Cheryl Reagan, Assistant to Director  
William Boyea, Court Administrator

For the Union: Ralph A. Liberato, Director, Dept. Governmental Affairs

Called by the Union:

Ralph A. Liberato, Director, Dept. Governmental Affairs  
Jeffrey B. Allen, Probation Officer  
Paul Shepard, Steward  
Paul Pointer, Steward

Called by the Employer:

William M. Israel, Director, Personnel-Labor Relations

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS  
DETROIT OFFICE  
FEB -9 AM 11:57  
RECEIVED

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Macomb County

INTRODUCTION

A Petition for Fact Finding was filed by Michigan AFSCME Council 25 and its Local 1905 ("Union") on July 2, 1986 seeking fact finding with respect to the employees who are Probation Officers in the Probate Court, Investigators in the Friend of the Court ("FOP") and Investigators in the Prosecuting Attorney's Office. The last collective bargaining contract between the County of Macomb and the Macomb County Probate Court and the Macomb County Circuit Court ("Employer") and the Michigan Council 25, AFSCME, Local #1905 ("Union") expired on December 31, 1985. The undersigned was appointed by the Michigan Employment Relations Commission ("MERC") to conduct a fact finding hearing pursuant to

Section 25 of the Act 176 of Public Acts of 1939, as amended, and the MERC Regulations, on August 11, 1986.

A pre-hearing was held with the fact finder on September 5, 1986 on the fourth floor of the County Building in Mt. Clemens, Michigan. At the pre-hearing, the fact finder determined, based upon the issues presented, that the new labor agreement would be for three years and that the economic improvements at issue would be retroactive to January 1st of each contract year. As directed by the fact finder, the parties met and were able to narrow the issues to the following, which were presented at the hearing:

1. Longevity
2. Retirement Benefits
3. Wages Inequities
4. Wages

The hearing was held at the same location as the pre-hearing on December 1, 1986. Both parties were afforded ample opportunity to examine and cross-examine witnesses, to present documentary evidence and to argue their respective positions. Both parties filed post-hearing briefs and the Union filed a statement in reply to the Employer's brief.

#### COMPARABLE COMMUNITIES

In evaluating competing positions in interest arbitration it is well-recognized that comparative standing with comparable groups of employees is relevant. The parties recognized this basic concept and they agreed that wages and benefits paid to other Macomb County employees provide one relevant type of comparison. They disagreed, however, as what counties outside of Macomb should be considered comparable to Macomb. Thus, the Employer's list consists of Genesee, Ingham, Kalamazoo, Kent, Oakland, Saginaw, St. Clair, Washtenaw and Wayne. The Employer explains that its selection rests upon the fact that three -- Oakland, St. Clair and Wayne -- are contiguous to Macomb and that the rest are comparable because they and Macomb are among the largest in the State. The Employer also responds to the Union's making a comparison to Wayne County alone

on the ground that Wayne is in such poor financial condition. Further, it objected to comparison to Oakland County alone because Oakland is the most affluent county in the State. But taken together with the other large counties, the Employer is willing to include Wayne and Oakland as comparables.

The Union's list of comparable counties includes Oakland and Wayne and it explains that its selection is based on their being contiguous to Macomb.

Recommendation:

The record on comparability basically consists of the statements of the parties as to their positions. In light of this and in light of the fact that the undersigned thinks the factor of contiguity is very important -- because it reflects the geographical area from which the labor force is likely to be drawn and because it includes the groups of employees with whom the Macomb County employees and the Macomb County public are likely to make comparisons as to wages and benefits -- the undersigned has concluded that the appropriate counties for comparison are Oakland, St. Clair and Wayne.

LONGEVITY

\* \* \* \*

The current provision:

Article 23.

5. The following schedule of payment shall apply, and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of ... \$15,000 for the year 1985.

---

Step Continuous years service on		Percent used but on Base
on or before October 31st		not in excess of ... \$15,000 for 1985
1	5 to 10 years	2%
2	10 to 15 years	4%
3	15 to 20 years	6%
4	20 to 25 years	8%
5	25 years and thereafter	10%

---

The Employer's Position:

Increase the cap from \$15,000 to \$16,000 in the third contract year.

The Union's Position:

Increase the cap from \$15,000 to \$20,000 in the first contract year.

\* \* \* \*

In support of its position, the Employer presents data from the 1986 Court Employee Compensation Survey (covering the Circuit, District and Probate Court employees in each county)<sup>1</sup> which reveals that the average longevity payments for its nine comparable communities compare to the longevity for unit employees as follows:

	<u>5 Yrs</u>	<u>10 Yrs</u>	<u>15 Yrs</u>	<u>20 Yrs</u>	<u>25 Yrs</u>
AVERAGE	256	678	1,010	1,404	1,538
EMPLOYER CURRENT	300	600	900	1,200	1,500

These averages, it argues, comparable favorably to the figures which will result from adoption of its position in the third contract year. Those figures:

EMPLOYER PROPOSED	320	640	960	1,280	1,600
----------------------	-----	-----	-----	-------	-------

But, the Employer continues, the Union's proposal will not be comparable since its \$20,000 cap for each contract year would result in the following figures:

UNION PROPOSED	400	800	1,200	1,600	2,000
-------------------	-----	-----	-------	-------	-------

If we look only as Oakland, St. Clair and Wayne in comparison to Macomb, we find:

	<u>5 Yrs</u>	<u>10 Yrs</u>	<u>15 Yrs</u>	<u>20 Yrs</u>	<u>25 Yrs</u>
Oakland	0	1,013	1,519	2,025	2,532
St. Clair	479	958	1,437	1,916	2,395
Wayne	200	350	500	650	650

<sup>1</sup>/ The Employer notes in this data that Wayne Probate Court has no longevity and new Oakland employees are ineligible for longevity. Ralph A. Liberato, Director, Department Governmental Affairs, however, testified that Wayne County Probate Court, has a longevity plan in its present contracts with AFSCME.

EMPLOYER CURRENT	300	600	900	1,200	1,500
EMPLOYER PROPOSED	320	640	960	1,280	1,600
UNION PROPOSED	400	800	1,200	1,600	2,000

Based on the data, the Employer argues that it reveals that employees comparable to those in the Union do not receive greater longevity benefits and that the Employer's offer is the one most consistent with those comparables. In further support of its position, the Employer argues increasing longevity in the third year is similar to benefits in agreements that have been ratified with all other Macomb County units that have settled for three contract years. (Israel testified that this amounts to 12 of 20 bargaining units). It also argues against the Union's comparison to the longevity paid Sheriff's Department employees because they typically have had greater longevity benefits than general county employees. Here, the Employer stresses that if the benefit package for Union employees should be the same as for other County employees, this approach should result in their being paid the same as the 87% majority of the employees and not the same as the 13% minority who are the approximately 220 Sheriff's Department employees out of a total of about 2000 employees. The Employer also argues against the comparison to the Sheriff's Department because the Union thereby seeks a never ending cycle of "me tooism" which is contrary to the basic concept that each union must negotiate separately. Finally, the Employer argues that the Union has continuously been the bargaining representative for the last 15 years and that if contracts with inequities were agreed to, it was the one which did so.

In support of its proposal, the Union relies on the undisputed fact that the Macomb Sheriff's Department has three bargaining units which are subject to the provisions of the Police-Firefighters Arbitration Act, (Act 312, Public Acts of 1969, as amended)("Act 312"), and which each have a \$20,000 cap on longevity for 1985. Moreover, it adds, it is undisputed that this longevity

provision may well be increased through Act 312 proceedings on the new contract since the union there is seeking a \$25,000 cap. The Union also relies on the testimony of Ralph A. Liberato, Director, Department Governmental Affairs, who testified that prior to enactment of Act 312 he was a chief negotiator for the Sheriff's employees and that longevity for the Sheriffs was equal to the longevity benefit for all other County employees. Since Act 312, Liberato continued, the County has moved to greater consideration of the Sheriff's employees and the Union now seeks to correct this inequity by treating the employees the same. Finally, the Union argues that the County has never pleaded poverty and it can afford this Union demand as well as all others it makes in this proceeding.<sup>2</sup>

Recommendation:

The undersigned first notes that many of the arguments presented on this issue would be repeated during the presentations on the other issues. Thus, the Union would repeatedly argue that the once even benefits paid to Sheriff's Department employees have become increasingly unequal since the advent of Act 312 and that this inequality has increasingly hurt the members of this unit. And, the Employer would repeatedly counter that if the Union seeks comparability with another group of County employees, it is more logical to equate its benefits with those of 87% of the other employees and not with those of the Sheriff's Department. Clearly, both parties are urging the fact finder, under the longevity issue and as to the other issues, to adopt a patterned type of approach -- the critical different being whether Sheriff's Department employees or general County employees are the group against which the measurement should be made.

<sup>2</sup>/ The Employer agrees that ability to pay is not an issue. (According to the Union, as of December 31, 1985 the General County Retirement Fund did not have an unfunded accrued liability but instead possessed a credit balance of \$4,738.128). The Union also comments that the County has not experienced a deficit budget in over twenty years, that all its bills are currently paid and that it has been able to hold taxes down and presently enjoys the lowest tax millage in the state.

On the longevity issue, the undersigned is impressed by the fact that the external comparables reveal that unit employee do and will, even under the Employer's offer, enjoy a relatively beneficial position. For that reason, she is persuaded to adopt the Employer's position on this issue.

#### RETIREMENT BENEFITS

\* \* \* \*

##### Present Provisions:

Article 22. ....

B. ....

"(G) Effective January 1, 1985, the employees straight life retirement allowance shall consist of:

" " " " "

(2) A County pension which when added to his employee pension will provide a retirement allowance equal to the number of years and fraction of a year, of his credited service multiplied by the sum of 2% of his final average compensation....

C. Effective January 1, 1985, Section 37 (b) of the Macomb County Employees Retirement Ordinance will be amended for employees covered by this Agreement to provide that their compensation to the retirement system shall be one and seven-tenths percent (1.7%) of their compensation received from the after the foregoing date.

##### The Employer's Position:

Increase the multiplier from 2.0% to 2.1% and increase employee contribution to 2.5%

OR

No contract change.

##### The Union' Position:

Increase the multiplier from 2.0% to 2.25% for first 26 years and 1.0% for years thereafter.

\* \* \* \*

The Employer argues in the support of its offer that the multiplier could be raised to 2.1% but not to 2.25% and that the increase must be accompanied by an employee contribution increase. It contends that this increased

employee contribution would still place unit employees lower than the average employee contribution among the comparables. Here the data for all nine counties it claims are comparable reveal:

<u>County</u>	<u>Multiplier</u>	<u>Employee Contribution</u>
Genesee	2.0/first 25 yrs 1.0/over 25 yrs	5%
Ingham	1.2/first \$4,200 1.7/over \$4,200	0%
Kalamazoo	1.2/first \$4,800 1.7/over \$4,800	4.75%
Kent	2.0%	4.75%
Oakland	1.8%	0%
Saginaw	1.2/ first \$4,200 1.7/ over \$4,200	4%
St. Clair	2.0%	5%
Washtenaw	1.2/first \$4,200 1.7/over \$4,200	4.75%
Wayne	2.0%	2-6%
Macomb	2.0%	1.7%

The Employer also provided data which reveal that the pension costs to the County for 1985 were \$176,501 for the unit employees and that the incremental costs for the three contract years, under each of the parties' positions, would be:

Employer's Position

\$42,799 increase over  
the three years

Union's Position

(Assumes adoption of the Union's  
wage, equity and pension demands)

\$299,307 increase over  
the three years

The Employer argues from this data that its position should be adopted because none of the comparables have more than a 2.0% multiplier and only 3 of the 9 are up to 2.0% so the County's offer will place the employees at a higher level of benefit than any of the comparables. It also points out that



the average employee contributions is 3.6% so that the County's offer will still keep employees, with a 2.5% contribution, well below that average. The Employer also repeats its argument that the Union is unfounded in comparing its pension benefits to those of the 13% minority of County employees employed by the Sheriff's Department. Further, the Employer stress that the 87% majority of County employees have a 2.1% multiplier.

The Employer also provided an actuarial report from the firm Gabriel, Roeder, Smith & Company which provides cost information as to various proposals. The report, however, considers not only the increase of the multiplier to 2.25% (and 1% after 26 years), but also considers changes in the maximum Employer financed benefit from 60% to 65% of Final Average Compensation and to make unreduced benefits available at age 50 with 25 years of service along with an increase in member contributions to 3.0%. The additional costs of the proposal -- using all of these changes, would be 3.77% of payroll which, when added to the current 12.71%, comes to a total employer contribution of 16.48%.

It is undisputed that the Sheriff's Department employees for 1985 have in their pension benefits a 2.25% multiplier for the first 26 years and a 1.0% multiplier for years thereafter. They also have other pension advantages over those in the AFSCME contract including unreduced benefits available at 50 with 25 years of service. On-the-other-hand, employees under the Sheriff's contract pay 3.0% of their pay into the system instead of the 1.7% paid in by unit members.

The Union's position is apparently that the multiplier be increased to 2.25% and that no increase be made in the amount of employee contributions into the retirement system. It argues comparability with the benefits of the Sheriff's Department employees and the inequity which over the years has distanced benefits between those three units and the current employess. Further, the Union makes an ability to pay argument which is not only that the Employer can

make a greater employer contribution into the retirement fund for these employees, but also that the Retirement Fund itself has surplus funding and should provide a source of improving the unit's multiplier without increasing either employee or employer contributions. In this regard it points out that the actuary Report states that the retirement system is "in very good financial condition." The Union argues that the overfunded condition of the County is more than ample to increase the multiplier for all general county employees so as to bring them into parity with the other two retirement systems within the Macomb County Retirement System, namely those for the Sheriff's Department and the Road Commission employees, each of which has a multiplier of 2.25. The unfairness of this disparity, it continues, is that general county employees must work on average six years longer to the maximum percentage of final average compensation. The Union also contends that the County's employer contributions on behalf of general county employees have been significantly less than those made on behalf of Sheriff's Department and Road Commission employees. Next, the Union argues that the Employer should employ the actuary to verify that the actuarial gains within the Retirement Fund itself can be used to fund an increased multiplier. If this approach is used, it reasons, neither employer nor employee contributions need be increased.

#### Recommendation

It appears to the undersigned that none of the parties' current positions on the retirement issue will hold the key to resolution. Certain things are, however, clear. Thus, the undersigned is impressed by the importance of this issue to the unit members and, therefore, strongly recommends that an increase in the multiplier be written into the new contract. Although the undersigned is persuaded that it would be wise to improve pension benefits for this unit, even to the 2.25% level, she recognizes that paying for such an increase is of obvious concern to both parties. The undersigned is also concerned

that the cost of increases cannot accurately be projected because neither party nor the arbitrator has the benefit of an actuarial report on the costs -- for instance, of a 2.25% multiplier with no added employee contribution, or, as the undersigned thinks an good alternative, of a 2.25% multiplier along with an increase in the employee contribution to 2.5%. It is this approach which the undersigned recommends. The amount of the employee contribution appears in line with what other general employees pay, the amount is, moreover, in line with what comparable employees in other counties pay.

#### WAGE INEQUITIES

\* \* \* \*

##### Employer's Position:

###### Investigators-Prosecutor's Office:

1986 - \$750 (in addition to 4% increase)

1987 - \$500 (in addition to 4% increase)

1988 - \$500 (in addition to 4% increase)

##### Union's Position:

1986: 6% for all classifications (in addition to 4% increase)

1987: 1% for all classifications (in addition to 4% increase)

1988: 1% for all classifications (in addition to 4% increase)

\* \* \* \*

In support of its position on Wage Inequities, the Union presented witnesses who discussed certain aspects of their positions and provided job descriptions of the work performed by the various unit members. The Union also provided wage data for Wayne and Oakland employees.

#### Juvenile Probation Officers

Probation Officer, Jeffrey B. Allen, provided a job description for Probation Officer Delinquency and Neglect which he and other Macomb Probation Officers prepared. Allen also explained that since they wrote this description,

there has been an addition, requiring Probation Officers to have office days. Allen continued that he checked with Oakland and Wayne employees and got similar materials from them for comparison. Allen also produced a description for duties of unit personnel in Alternatives to Secure Detention (ASD) and Delinquency Diversion Program (DDP), both of which are in the Prevention Program; these descriptions were prepared by a committee and probation officers of the Macomb County Court. Allen discussed the descriptions of the duties of the Macomb County employees and explained the Union's position that these employees are responsible for duties above and beyond those of employees in other counties who have, in certain cases, the assistance of state services to cover some tasks. Despite the greater job responsibilities, Allen pointed out that Macomb County employees are paid significantly less than comparable employees elsewhere. For instance, in the case of a Wayne County Probation Officer, Allen pointed out that an employee could earn \$33,000 after 11 years of service while probation employees in Macomb, doing the same things, were paid \$26,836 (Probation Officer) and \$25,787.95 (Adjudication Diversion Workers). And, as to the Oakland County Salary Schedule, Allen pointed out that a Child Welfare Worker I was like a Macomb Probation worker -- and this employee has a 6-months automatic progression to II -- and does same work as is done in Macomb by a probation officer except the Oakland employee does not do neglect and abuse work which is covered by the state. Yet, this Oakland employee is paid a top salary of \$28,271 after three years.

#### Investigators - Friend of the Court

Steward Paul Shepard provided a job description for FOC Investigators and explained it was prepared in consultation with other investigators. He also provided an outline for a custody investigation which sets forth the mandatory guidelines under which Macomb employees must work. Shepard continued that Investigators are frequently called upon to testify and that there has been a

substantial increase in workload. Shepard also stated his view and the Union's that the job description revealed the need for Investigators to be sworn officers and to possess CCW permits. The description states at one point, the "investigator is required to be deputized and has arrest powers." Shepard also provided testimony and an exhibit about the duties of the Judicial Service Officer ("JSO") which is a non-bargaining position. Shephard explained that he has held this position and that the duties of the job are essentially the same as the job of the Investigators. The top salary for the JSO is \$30,366 as compared to \$23,696 for the Investigator in 1985.

Liberator also testified with respect to the Investigators at the FOC. He provided data to show that the Oakland County FOC Counselor II, which the Union claims is comparable to the Macomb Investigator, was paid \$28,959, after four years of service, in 1985. Liberato also testified to checking the records since 1970, and discovering that the gap in wages between the FOC Investigator and a Sergeant<sup>3</sup> in the Sheriff's Department has increasingly widened. For instance in 1970 this information reveals that the FOP Investigator was paid \$10,050 maximum and a Sergeant was paid \$12,306 maximum, but in 1985 the FOC Investigator was paid a maximum of \$23,696 while the Sergeants' salary had risen to \$34,445. Thus, in 1970 they were less than \$2,000 apart but by 1985 the gap was far greater.

#### Investigator - Prosecutor's Office

Steward Paul Pointer provided an official County 1977 job description for Investigators in the Prosecutor's Office. Pointer also provided a further description of the job which he prepared after discussion with other staff

3/ The Employer urged the fact finder to disregard this data entirely because the Union make the comparison between FOC Investigators and "Detective Sergeants" and the later has long since ceased to be a classification in the Sheriff's Department, there now being only sergeants who work as detectives. The Union responded that the classification identifications may be technically incorrect but that the information accurately portrayed the comparison between Investigators and "Sergeants." The fact finder accepts the Union's account and recognizes the data it provided.

Investigators and the Chief and this compares the Investigators' duties to those of a Sergeant acting as a detective in the Sheriff's Department. Pointer also testified that all the Investigators are former police officers but he acknowledged that he did not know whether the official requirements included certification by the police academy. He did point out, however, that he could not do his duties if he were not sworn police officer since the Investigators are deputized by the Sheriff to be given the power of arrest and they are armed.

Liberato also testified with respect to the Investigators in the Prosecutor's Office. He first provided data revealing that the Wayne County Prosecuting Investigator has a maximum \$29,750<sup>4</sup>. He also provided 1985 data for Oakland County which reveals that a Prosecutor's Investigator has a maximum of \$30,167 or, in a lower classification from which progression is only based on time, there is a maximum of \$29,308.

Finally the Union provided 1986 figures for the comparable positions to the Prosecutor's Investigator and for the other classifications which are in dispute. It did so by adding figures to the Employer's 1985 exhibit for comparative salaries. After the hearing, with the fact finder's approval, the Employer was given an opportunity to check the 1986 figures and provide its own if there was a problem. The Employer did this and provided the fact finder and the Union with 1986 figures on the same comparative positions as both parties had used.

The Union submits that the data on the other counties clearly proves there is a pay inequity and it argues that it is a crime that, in a rich county such as Macomb, employees must work one and half to two jobs in order to maintain a standard of living. It also contends that in the last 15 to 16 years the County barely kept in line with inflation and that, because there is no ability

4/ Liberato said that in addition to this the Wayne County Investigators are entitled to an additional of about \$15,000 which results from a recent judicial system on COLA in that county.

to pay issue, it has the money to make up the inequity. The Union requests the fact finder to consider its position and make a recommendation for a fair and equitable settlement comparable to Wayne and Oakland counties.

The Employer contends that when the Union raised in negotiations the issue of pay equity, it conducted a comparative analysis of like classifications in other counties and this revealed that Investigators at the FOC are paid on a par with their counterparts; that employees of the Probate Court are paid somewhat more than their counterparts and that investigators at the prosecuting Attorney's office are paid less than their counterparts. The Employer continues that its offer on the equity issue is to adjust the wages of the Investigators at the Prosecutor's office and bring them closer to the average of their counterparts by the end of the 3 year agreement. The Employer stresses that the Union's contention that the inequity arose over a 15 year period logically requires that elimination of inequity also be spread over a number of years.

The Employer's wage data for 1986 for Juvenile Probation Officer to Caseworker reveal:

	<u>Maximum 1986 Salaries</u>
Genesee	\$33,661
Kent	29,765
Oakland	28,271
Wayne	33,000
Ingham	24,835
Kalamazoo	24,242
Saginaw	25,331
Washtenaw	25,035
St. Clair	26,794

\$ 27,882 (Average)

Macomb's 1986 Offer: 27,912

CONCLUSION: Macomb's 1986 offer is 100.1% of the average of the comparables.

The Employer's wage data for 1986 for Investigators - FOC reveal:

Maximum 1986 Salaries

Wayne	\$ 28,372
Oakland	30,413
Genesee	33,661
Kalamazoo	20,391
Saginaw	14,122
Kent	24,627
Washtenaw	24,111
Ingham	17,520
St. Clair	23,046

\$ 24,029 (Average)

Macomb's 1986 Offer: 24,645

CONCLUSION: Macomb's 1986 offer is 102.6% of the average of the comparables.

The Employer's wage data for 1986 for Investigators - Prosecutor's Office reveal:

Maximum 1986 Salaries

Genesee	\$ 37,552
Ingham	23,335
Kent	29,286
Oakland	30,167
Washtenaw	25,075
Wayne	40,730
Kalamazoo	21,962
St. Clair	27,114

\$ 29,403 (Average)

Macomb's 1986 Offer: 25,188

CONCLUSION: Macomb's 1986 offer is 85.7% of the average of the comparables.

The Employer also responds to the job description evidence which the Union witnesses provided at the fact finding hearing. It argues that these are self-serving and unofficial (with the exception of the 1977 Prosecuting Attorney Job Description for Chief Investigator which is currently in use by the County). The Employer also objects to the Union's proofs which attempt to equate the work of Investigators at the Prosecutor's Office to police work. Although it acknowledges that there are similarities to police work, it stresses that these



similarities do not constitute comparability. Thus, Investigators are not required to be police officers, the Chief Investigatory has ever been a police officer or sheriff deputy and the Investigators are not required to attend the police academy to achieve certification.

Finally, the Employer argues that it has been paying the proper rate to the unit employees, that in good faith it has even provided an adjustment in light of data which shows some inequities as the Prosecutor's Investigators, but that the mere fact that Macomb County has been financially responsible and could afford to pay the Union's demands, is no justification for it to do so.

Recommendation:

The fact finder has reviewed the 1986 wage data for the counties of Macomb, Oakland, Wayne and St. Clair. This reveals:

Juvenile Probation Officer to Caseworker:

	<u>Maximum 1986 Salaries</u>
Oakland	28,271
Wayne	33,000
St. Clair	26,794
	\$ 29,355 (Average)
Macomb's 1986 Wage for a Probation Officer With a 4% Increase:	\$ 27,912

The fact finder is persuaded, from this data and from the other evidence on the record, that a pay inequity exists and that it is sufficient, in light of the duties and responsibilities of the Macomb employees, to justify an equity adjustment. But by making a recommendation for such an adjustment the fact finder is not suggesting that exact comparability should be followed. Instead, it is one factor which can be persuasive and, in this case, it is. As a reasonable approach to eliminate the inequity, the fact finder recommends that these employees receive an equity adjustment of 1.0% in each of the three contract years.

Investigators - FOC

Maximum 1986 Salaries

Wayne	\$ 28,372
Oakland	30,413
St. Clair	23,046
	\$ 27,277 (Average)

Macomb's 1986 Wage for an  
Investigator With a 4% Increase: \$ 24,645

The fact finder is persuaded, from this data and from the other evidence on the record, that a pay inequity exists and that it is sufficient, in light of the duties and responsibilities of the Macomb employees, to justify an equity adjustment. But by making a recommendation for such an adjustment the fact finder is not suggesting that exact comparability should be followed. Instead, it is one factor which can be persuasive and, in this case, it is. As a reasonable approach to eliminate the inequity, the fact finder recommends that these employees receive an equity adjustment of 1.5% in each of the three contract years.

Investigators - Prosecutor's Office

Maximum 1986 Salaries

Oakland	30,167
Wayne	40,730
St. Clair	27,114
	\$ 32,670 (Average)

Macomb's 1986 Wage for an  
Investigator With a 4% Increase: \$ 24,668

The fact finder is persuaded, from this data and from the other evidence on the record, that a pay inequity exists and that it is sufficient, in light of the duties and responsibilities of the Macomb employees, to justify an equity adjustment. But by making a recommendation for such an adjustment the fact finder is not suggesting that exact comparability should be followed. Instead, it is one factor which can be persuasive and, in this case, it is. As a

reasonable approach to eliminate the inequity, the fact finder recommends that these employees receive an equity adjustment of 2.0% in each of the three years.

#### WAGES

\* \* \* \*

##### Employer's Position:

1986: 4%

1987: 4%

1988: 3%

##### Union's Position:

1986: 4%

1987: 4%

1988: 4%

\* \* \* \*

The Employer contends that the 1% less for the third contract year should be adopted by the undersigned because that is consistent with the settlements the County has reached with 12 of the 20 units with which it has settled for three year contracts. The Employer also argues that the 1% difference is justified because certain economic benefits which the parties have agreed to and which are not before the fact finder, will take effect during the third year of the contract. (These include life insurance, beeper pay, and purchase of equipment payment). Finally, the Employer contends that its 4%-4%-3% offer exceeds the cost of inflation.

The Union's response repeats its arguments that wages are substantially lower than comparative employees in other counties are paid and that unit employees have also suffered through a tremendous, comparative drop in wages in relationship to the wages paid to detectives in the Sheriff's Department. Finally, it stresses that the Employer can well-afford to make up for these glaring wage inequities which have continued for as long as the last 15 years.

Recommendation

The fact finder concludes, in light of the recommendation with respect to pay inequities, that there is no justification for not accepting the Employer's position on wages. That position is the same as the one provided to other general employees in the County and the single percent difference in the last year appears reasonable in light of the Employer's arguments.

A handwritten signature in cursive script, appearing to read "Elaine Frost", is written over a solid horizontal line.

ELAINE FROST, FACT FINDER

February 2, 1987

Dated: Detroit, Michigan