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STATE OF MICHIGAN  
BUREAU OF EMPLOYMENT RELATIONS

1383  
IN THE MATTER OF MERC  
FACT FINDING BETWEEN:

MI COUNCIL 25 AFSCME  
LOCAL 3467, AFL-CIO

MERC Case No: D 88 H-1904  
Fact Finder: Hiram S. Grossman

AND

COUNTY OF MACOMB  
-----

Appearances:

Employer Representative: William M. Israel  
Director of Personnel Labor Relations

Union Representative: Karen Warner  
AFSCME Staff Representative  
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FACT FINDER'S REPORT, DISCUSSION AND RECOMMENDATION

Macomb County

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BUREAU OF EMPLOYMENT RELATIONS  
STATE OF MICHIGAN

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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INTRODUCTION

Pursuant to Section 25 of Act 176 of Public Acts of 1939, fact finding procedures and proceedings were convened and conducted. The parties participated in a pre-fact finding hearing conference which the disputed issues were identified; this conference was scheduled and took place on August 30, 1990 in Mt. Clemens, Michigan. At the pre-hearing conference, a review of all open matters in dispute were discussed and identified. There were a total of 5 such open matters considering wage and wage inequity as a single issue. Additionally, the parties could not reach agreement on the uniform set of comparables to use. At the pre-hearing conference, the parties were able to agree on the use of four comparable communities; Wayne, Oakland, Washtenaw, and Macomb Counties, however, they were not able to reach agreement on the remaining

two comparable counties. After each party gave the counties it wanted included as one of the comparable counties and the reasons for wanting them included, the fact finder selected the two remaining counties from those submitted; Monroe and Kent County were selected. Between the date of the pre-hearing conference and the dates of the fact finding hearing on September 11 and 25, the parties were unable to resolve the remaining disputed issues. During the testimonial phase of the fact finding hearing, the parties agreed they would be presenting their final arguments by way of a written brief. The parties had until October 29 to submit their written post-fact finding hearing brief to the fact finder, and both parties have timely submitted their post-fact finding hearing brief. The fact finder has exchanged the briefs between the parties.

#### FACTUAL BACKGROUND

The bargaining unit consists of 59 employees in the unit; the unit is comprised mostly of professional and technical employees. The unit is made up of probate court probation officers, circuit court friend of the court investigators, and investigators from the prosecutor's office. Macomb County is a joint employer with the probate court of the probation officers, with the circuit court of the friend of the court investigators, and with the prosecutor's office for the prosecutor's investigators. Negotiations on a new agreement began on December 22, 1988 and since then there were 27 collective bargaining sessions held including three mediation sessions. Initially, the union submitted a list containing more than thirty requests for contract changes to the employer; during the course of the negotiating sessions, or as a result of agreement being reached, the union dropping, or withdrawing some of its requests for change, the parties were left with five open and unresolved issues with wage and wage inequity being considered a single issue.

Macomb County is the third largest county in the State of Michigan. It is adjacent to and abuts Wayne County, Oakland County, and St. Clair County. The counties most populated communities are those closest to Wayne and Oakland County and are situated in the southern part of the county. That is where the greatest concentration of industry and commerce is located. The further north one goes in the county, the more rural and agrarian the setting becomes. The greatest proportion of population is concentrated in the southern half of the county; the northern portions are more sparsely populated and rural.

The fact finder detected an intensity in the relationship during some of the interchanges between the parties. It appears to this writer this type of a relationship has developed over a considerable period of time. This is not the first instance these parties have used mediation and fact finding provisions of the Public Employment Relations Act. In fact, the last contract was settled and resolved only after the previous fact finder's report and recommendation issued. It is both evident and obvious there is an abiding lack of trust and suspicion exhibited by the parties toward each other. Trust was neither created nor nurtured by these negotiations; the parties have allowed this combative and adversarial situation to continue and remain. It is evident to this fact finder, this negotiation has not done anything to reduce the tension existing between the parties. Until the mistrust is reduced, there is little likelihood the parties will avail themselves completely and beneficially of the negotiating process without the regular need of resorting to fact finding procedure to aid them in reaching a collective bargaining agreement. After a number of years of an intense adversarial relationship manifested during contract negotiations followed by mediation then fact finding, it is apparent to the fact finder the ultimate solution to the parties' problems and in improving their relationship is not to be found by the use of a fact finder or in his/her report and

recommendation, but in the parties developing a mutual respect and trust for one another; this is the only way to make certain the negotiating and contract administration process will satisfactorily work.

The issues in dispute are the grievance procedure format, specifically steps three and four; retirement multiplier, and the maximum percent of the employees final earning that can be used for computing the amount of pension employees will receive; longevity ceiling; wage and wage inequity for certain bargaining unit groups; and health care costs containment. The fact finder's approach to each of these issues will be: the fact finder will state each party's position on the issue, the rationale behind the position of each party, and the fact finder's discussion and his recommendation on each of these disputed matters.

ISSUES IN DISPUTE, POSITIONS OF PARTIES, DISCUSSION AND FACT FINDER'S  
RECOMMENDATION.

These issues will be discussed in the order set forth and outlined above:

A. Grievance Procedure

The parties have basically rewritten the grievance procedure contained in the expired contract. The parties have reached agreement on most of the steps in the grievance procedure; there is a dispute as to who should be involved in the grievance process on the employer's part after it has been handled by the Director of Personnel - Labor Relations and remains unresolved.

Employer's Position: It is the employer's position, after a grievance has been to the Director of Personnel - Labor Relations level and has not been resolved, step four should be the Appeal Board level which is outlined and set forth in employer's exhibit 5. It is the employer's position the Board of Commissioners, through the labor policy committee should not be involved at any

step of the grievance procedure. The employer acknowledges the Board of Commissioners labor policy committee is mentioned in the expired contract and the language and provision have been in the contract for several years. However, the employer points out the Board of Commissioners labor policy committee never was created, constituted, activated or used.

Union's Position: It is the union's position that the Board of Commissioners labor policy committee should be retained as Step 4 in the parties' grievance procedure process. The union is against substituting the Board of Commissioners labor committee with the Appeal Board proposed by the employer as step four of the grievance procedure.

Employer's Rationale: The employer wants to maintain the status quo by having the contractual language actually reflect how grievances are currently processed. Since the Board of Commissioners labor policy committee has never been created, convened, or used, the language the employer is proposing actually reflects how grievances have been processed at the steps immediately preceding the arbitration step. The employer is concerned by permitting the labor policy committee of the Board of Commissioners to remain in the contract it would enable the union to politicize the grievance process by involving county elected officials in the grievance procedure. The employer maintains it has 21 bargaining units. Of these 21 units, only 2 contracts still have reference to the Board of Commissioners labor policy committee; one being local 3467 and the other one of the sheriff's department units. The employer maintains the sheriff's department unit would be agreeable to exclude the labor policy committee once its contract has expired and is renegotiated. The employer maintains another of the twenty one bargaining units the county deals with is represented by another AFSCME local; the other AFSCME Local has agreed to the deletion of the labor policy committee from their contract's grievance

procedure. During negotiations all the other bargaining units, the employer has a collective bargaining relationship with, have agreed to delete the reference to the labor policy committee of the Board of Commissioner's step in the grievance procedure and to substitute the appeal board step.

Union's Rationale: In the existing contract, there is a step in the grievance procedure providing for a review of grievances before they are submitted to arbitration. The language of the current contract has been in place for more than 20 years and has provided for the Board of Commissioners labor policy committee as the reviewing step. The union maintains it is the Director of Personnel - Labor relations who is the moving force behind seeking deletion of the Board of Commissioners labor policy committee from the contract's grievance procedure. The union maintains keeping the Board of Commissioners labor policy committee acts as a check and balance in the grievance process prior to arbitration. Further, the union points out in more than 20 years of contract relations with Macomb County, the union never has submitted a grievance to arbitration. The union acknowledges maintaining the Board of Commissioners' labor policy committee step might well result in politicizing the grievance's process; however, the union points out this is not necessarily a bad result and might act as a deterrent to unnecessarily inflexible positions being advocated by the various joint employers of these bargaining unit employees.

#### Fact Finder's Discussion and Recommendation

Based upon the review of both parties' briefs, exhibits introduced at the fact finding hearing, the testimony adduced by both parties at the fact finding hearing, and the notes taken by the fact finder, it is this fact finder's conclusion and recommendation the employer's proposal eliminating the Board of Commissioners' labor policy committee as step 4 of the grievance

procedure is the correct and sound approach and is adopted as the fact finder's recommendation on this open item. In adopting the employer's position, step 4 of the grievance procedure then would contain the appeal board just as set forth in employer's exhibit #5. To avoid any and all confusion, the fact finder is taking the entire step 3 set forth in the employer's exhibit #5 involving the Director of Personnel - Labor Relations as the step immediately preceding step 4, the appeal board step. In arriving at this determination and making this recommendation, the fact finder is cognizant both of the union's arguments and the basis for them seeking retention of the Board of Commissioners' labor policy committee as step 4 in the grievance procedure. However, it is the opinion of this fact finder, having been involved in the grievance processing for almost 25 years, politicizing the grievance procedure process results in more harm than good and results in the parties delaying settlement of grievances at earlier steps by advocating more extreme positions. The parties should not attempt to politicize the grievance process any more than it necessarily has to be, recognizing some grievances are written and pursued based solely on purely political considerations. Also, the fact finder believes the employer should be free to consider and determine whether it wishes to have its elected officials involved in the grievance procedure process. The parties' grievance procedure would read as follows for steps 3 and 4:

**Step 3: Director of Personnel -- Labor Relations**

(a) If the grievance is not settled in Step 2, such grievance may be submitted by the Union President to the Director of Personnel - Labor Relations with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the Steward. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Personnel - Labor Relations Department.

(b) The Union President or designee must make a request in writing to conduct a Step 3 grievance meeting and the Parties shall conduct a Step 3 meeting within fifteen (15) days of the

receipt of the Union President's written request. The Union representatives at said meeting may include, at the Union's discretion, the Union President or designee, the grievant, the Steward and a Council 25 representative. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.

(c) The decision of the Director of Personnel - Labor Relations shall be given, in writing, to the Union President within ten (10) days of the completion of the Step 3 meeting.

#### Step 4: Appeal Board

(a) If the Union does not accept the decision of the Director of Personnel - Labor Relation in Step 3, the Union may review the matter and within ten (10) days of receipt of Step 3 decision, the Union President may submit the grievance in writing to the Appeal Board Step. The Union shall prepare a record which shall consist of the written grievance, all written answers to the grievance, and all other such written records, as may be appropriate. These shall be sent to the Director of Personnel - Labor Relations at the same time as the Appeal to Step 4 submitted.

(b) The Appeal Board shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer. The Union member shall be the President and Council 25 Representative or their designee(s).

(c) The Parties shall arrange for a meeting(s) to discuss the particular grievance. The initial meeting shall be held with twenty (20) days of the receipt of the Union President's or designee's written request for a meeting, unless the time limit is mutually extended in writing.

(d) If the Parties mutually agree to resolve the grievance, it shall cause its disposition to be reduced to writing; it shall be signed by all members of the Appeal Board, and it shall become final. If the members are unable to resolve the matter, the Appeal Board shall sign a statement that it is unable to resolve the grievance. The Appeal Board shall have twenty (20) days from the Appeal Board's final meeting to make a final resolution.

It is this fact finder's understanding the parties are in agreement on the balance of the grievance procedure. The next step, Step 5, is arbitration; the parties are agreement on the language. The balance of the grievance procedure article covers the selection of the arbitrator which is Section C and subparagraphs 1-5, there is agreement. Authority of the arbitrator is Section D

and subsections 1-9 all of which the parties have agreed. General Conditions is Section E containing subsections 1-7 all of which the parties have agreed. Accordingly, the fact finder determines and adopts the employer's position with respect to the grievance procedure language in dispute and recommends inclusion of the Director of Personnel - Labor Relations be incorporated as Step 3 of the grievance procedure and the employer's Step 4, the Appeal Board be included and made a part of the parties' grievance procedures contained in the contract.

B. Longevity Ceiling

Employer's Position: Maintain the cap at \$16,000.00

Union's Position: Increase the cap to \$18,000.00

Rationale for Employer's Position: The current longevity ceiling is reasonable and should be maintained. The employer contends an examination of the external comparables reveals two of the Counties, Monroe and Oakland, are in the process of phasing out longevity; this is accomplished by not offering longevity to employees hired after a certain date. Macomb County maintains two out of the three Wayne County units do not offer longevity. Macomb County contends the Wayne County probate court employer does not have a longevity pay policy plan, but a pay policy plan based upon performance. Employer's exhibit 21 indicates only Wayne County circuit court's friend of the court unit offers longevity. The employer maintains its external comparisons of longevity reveals the employer's current longevity ceiling of \$16,000.00 compares favorably with those of the external comparable counties. Likewise, the employer maintains its internal comparisons with its 21 bargaining units in Macomb County reveals the only units having a longevity ceiling greater than \$16,000.00 are those units subject to Act 312 interest arbitration. Two of those units, the FOP inspectors and command unit, have a longevity ceiling of \$27,500.00 and the Macomb County Professional Deputies Association longevity ceiling is at \$20,000.00. An

examination of employer's exhibit 23 reveals the contracts of all the other bargaining unit's which Macomb County negotiates have a longevity ceiling of either \$15,000.00 or \$16,000.00. There are six units having \$15,000.00 ceiling, there are 13 units having a \$16,000.00 ceiling, one unit with a \$20,000.00 ceiling, and 2 units with a \$27,500.00 ceiling. The County employer maintains the two Sheriff's department unit having a \$27,500.00 longevity ceiling negotiated the higher ceiling in lieu of second and third shift pay premium for its bargaining unit employees.

Rationale for Union's Position: The union points out presently there are exceptions to the \$16,000.00 longevity ceiling. Two of the sheriff's department units enjoy a longevity ceiling of \$27,500.00; while one of the sheriff's department units has a \$20,000.00 longevity ceiling. The union believes and feels the reason why the two sheriff's department units' longevity ceiling is \$27,500.00 is not as important as the fact the longevity ceiling is \$27,500.00. The fact the sheriff's department units were willing to trade off second and third shift pay premium for a higher longevity ceiling and the county was willing to do so is not justification to deny this bargaining unit the opportunity to have its longevity ceiling increased to \$18,000.00. The union maintains its request to increase the longevity ceiling to \$18,000.00 is very reasonable; with the longevity ceiling increased to \$18,000.00, it would help bring bargaining unit salaries more in line with other Macomb County departments having higher wage levels. The union points out some of the comparable counties' collective bargaining agreements providing for longevity, base the employee's longevity payment on the employee's entire wage without any ceiling such as the \$16,000.00 amount used by Macomb County. Finally, the union maintains the longevity issue could have been resolved had the employer been prepared to make movement and grant relief on some of the wage inequity issues;

absent such movement on the employer's part in helping eliminate and alleviate wage inequity, the union feels increasing the longevity ceiling to \$18,000.00 is only fair and reasonable.

#### Fact Finder's Discussion and Recommendation

Based upon the parties' post-hearing briefs, evidence adduced at the hearing, exhibits introduced by the parties and the notes the fact finder took during the testimonial phase of the hearing, the fact finder concludes and recommends the longevity cap remain at \$16,000.00 for the duration of this contract. The reasons for the fact finder's determination and recommendation are most of the units having collective bargaining agreements with Macomb County have a cap at either \$15,000.00 or \$16,000.00; the only units having a cap in excess of \$16,000.00 are those covered by Act 312 interest arbitration. For the employer to increase the cap in this unit, would certainly result in the other units seeking to increase in the ceiling in their contract from the present \$15,000.00 or \$16,000.00 level. It is the belief and determination of the fact finder wage inequities should not be addressed by increasing the longevity ceiling. If there are wage inequities, they will be addressed and redressed with the discussion of the wage and wage inequity issue. Further, the fact finder is persuaded by the fact longevity is being eliminated and deleted in some of the comparable counties where the counties have negotiated provisions precluding employees hired after a certain date from participating, being a beneficiary and receiving longevity payments. If there is any long-range trend with the comparable counties, it appears longevity will not be used as a method of enhancing the overall gross earnings and compensation of county employees. It is for these reasons, the fact finder concludes and makes his recommendation to maintain the longevity ceiling at \$16,000.00 for the January 1, 1989 through December 31, 1991 contract.

C. Retirement Multiplier and Maximum Percent the Pension  
can be of Employee's Computable Earnings

Employer's Position: To maintain the current multiplier of 2.10 and maintain the maximum percent of its employer pension at 63% of the employee's computable and compensable salary.

Union's Position: Increase the multiplier to 2.25 percent, completely eliminate the cap on maximum employer pension and have the employer pick up the costs for improvements (no additional employee contribution or cost).

Rationale for Employer's Position: The union's proposal with respect to increasing the multiplier would give the bargaining unit members a higher multiplier than any of the external comparable counties. In fact, none of the external comparable counties has a multiplier as high as the bargaining units current rate of 2.10 as evidenced by the employer's exhibit 14. Of the employer's 21 bargaining units that it negotiates with, the only bargaining units having a multiplier higher than 2.10 are the sheriff's department bargaining units and they have a 2.25 multiplier; the 2.25 multiplier is capped after 26 years of employment and thereafter the multiplier is 1% per year between years 27 through 30. As indicated, the three units having a 2.25 multiplier are sheriff's department units; they are the inspectors, command officer and deputies units. The employer maintains 84.5% of all of Macomb County employees have a multiplier of 2.10. Fourteen percent of the employees have a 2.25 multiplier for the first 26 years and all are employed by the sheriff's department. None of the 21 bargaining units have a multiplier as liberal as the union is seeking. Macomb County maintains the multiplier is only one part of the formula used to determine an employee's pension; other aspects are the final average compensation and years of service. Macomb County maintains taking into consideration what comprises the bargaining unit employee's final average compensation such as longevity, COLA, the lump sum and

annual leave payout all of which are included in the bargaining unit employee's final average compensation makes Macomb County's retirement program more liberal and attractive than any of the external comparable counties. In support of this position, Macomb County relies upon employer's exhibit 18. Also, the employer points out it has offered certain options to bargaining unit which may be selected if they choose. One of the options is the surviving spouse option set forth in employer exhibit 12. Paragraphs 2 and 3 are the options the employees can choose. The first paragraph represents the current policy. Likewise, the pop-up option set forth in employer's exhibit 13 is an option the county has made available to the bargaining units. This is offered to individual members so the member can have an additional choice at the time the member retires. With the surviving spouse option, Employer's exhibit 13, the bargaining unit as a whole must decide whether they wish to choose the paragraph 2 or 3 option or keep the current paragraph 1 policy. However, the pop-up option is individual employee's selection and choice to be made at the time he retires. The employer maintains the union has not offered any justification to support increasing the multiplier beyond its current 2.10 or to remove the maximum cap of 63% of the employee's final average compensation.

Rationale for Union's Position: The union maintains it is necessary to increase the multiplier to 2.25 to correct and alleviate inequities currently existing in the present retirement system. The union contends the sheriff's department employees have a 2.25 multiplier for the first 26 years and a 1% multiplier for the years thereafter. Also, the union maintains the sheriff's department unit employee's have other pension advantages not offered to this bargaining unit such as the sheriff's department employees can receive an unreduced pension benefit if they retire at age 50 with at least 25 year of service. The union points out it was prepared to negotiate with the employer to

enable its bargaining unit employees to receive an unreduced pension at age 50 if they retired with 25 or more years of service, but the employer refused to consider such a proposal. The union contends the question of retirement and the multiplier was before the previous fact finder in 1987; the employer in the recently expired contract did not address nor redress in full the inequity retirement issue that existed and was presented during the prior fact finding hearing. The union maintains the employer is able to provide increased retirement benefits based upon a 2.25% multiplier; in support of its contention, the union advised the county it was prepared to pay one-half of the cost of an actuary's report to determine if increased retirement benefits could be paid. The union maintains the employer promised to request an actuary's report at the conclusion of the previous negotiation but the employer never followed through on its promise. Finally, the union directs the fact finder to read and review its post-hearing brief submitted in the prior fact finding and the previous fact finder's report on the retirement issue and increasing the multiplier to obtain guidance and assist him in arriving at an equitable resolution of this issue.

#### Fact Finder's Discussion and Recommendation

The fact finder, having had an opportunity to review the parties' post-hearing briefs, the exhibits submitted at the hearing, the fact finder's notes taken during the fact finding hearing and based upon deliberation of all relevant and necessary data, the fact finder concludes and recommends the multiplier remain at 2.10 and the maximum percent of an employee's pension shall remain at 63% of the employee's final average compensation for the duration of this current contract. The sixty three percent figure is derived at by multiplying 2.10 times the maximum number of years of service credit presently given which is 30; it is the fact finder's report and recommendation that neither the 2.10 multiplier be changed nor the maximum number of years of

credited service which is used to compute the percentage be increased beyond 30 years. The basis for the fact finder's determination and recommendation is as follow: The fact finder found persuasive the County's arguments relative to both internal and external comparables. The fact finder's deliberation included reviewing the external comparables, employer's exhibit 14 and part of exhibit 12.

<u>As of 1/1/89</u>		
<u>COUNTY</u>	<u>MULTIPLIER</u>	<u>EMPLOYEES CONTRIBUTION</u>
KENT	2.0% x years of service	4.5%
MONROE	1.5%/\$7,800.00 2.0\$/over \$7,800.00	4.11%
OAKLAND	2.0% x years of service	0
WASHTENAW	2.0% x years of service	5.98%
WAYNE		
Plan I	2.0% x years of service	6.0% workers 0-8 yrs. 4.0% workers 9-12 yrs. 3.0% workers 13-16 yrs. 2.0% workers over 16 yrs
Plan II	1.0%/20 years 1.25% over 20 years	0%
Plan IV	N/A	<u>varies</u>
MACOMB	2.10% x years of service	2.5%

Additionally, the fact finder took into consideration what components comprised an employee's final average compensation in Macomb and with the other comparable counties. Macomb County including longevity, COLA and the lump sum pay off of retirement for sick leave and the annual leave while the other comparables do not include all of these factors, employer's exhibit 16, identifies what factors comprise its final average compensation figure.

EARNINGS INCLUDED IN FINAL AVERAGE COMPENSATION

<u>COUNTY</u>	<u>LONGEVITY</u>	<u>COLA</u>	<u>LUMP SUM PAYOFF AT RETIREMENT</u>
KENT	No	No	None
MONROE	Yes	No	None
OAKLAND	Yes	No	*Sick Leave/Annual Leave
WASHTENAW	Yes	No	None
WAYNE			
Plan I	Yes	No	**Sick Leave/Annual Leave
Plan II	No	No	None
Plan IV	No	No	None
MACOMB	Yes	Yes	Sick Leave/Annual Leave

None of the comparable counties were as liberal as Macomb County in taking into consideration and including these factors as part of the employee's final average compensation.

The employer's position on the multiplier and the maximum percent 63% of final average compensation equally withstood the test with respect to the internal comparables, comparing this bargaining unit with the 20 other bargaining units that Macomb County negotiates. The only units having a multiplier in excess of 2.10 are the three sheriff's department units. The sheriff's department units are subject Act 312 interest arbitration. Historically, a pattern developed that is prevalent throughout the State with respect to bargaining units covered and subject to Act 312 interest arbitration resulting in these units may have higher multipliers and are able to retire earlier with a full unreduced pension. These benefits are the quid pro quo for the higher risks employees in these bargaining units assume as part of their daily duties and it is not for this fact finder to justify; however, the fact remains bargaining units subject to Act 312 interest arbitration may have higher multipliers and receive unreduced pensions at earlier age than what other county

or municipal employers provide for their remaining employees. However, examining the remaining 17 bargaining units that Macomb County negotiates and none of the remaining 17 units have a higher multiplier than 2.10, none of them receive more than 63% of final average compensation as a pension.

RETIREMENT MULTIPLIER  
(Effective 1989)

<u>Bargaining Unit</u>	<u>Multiplier</u>
AFSCME Local 3467	2.10%
AFSCME Local 411	2.10%
Building Trades	2.0%
FOP -- Inspectors	2.25% for the first 26 years; 1% per year thereafter.
FOP -- Command Officers	2.25% for the first 26 years; 1% per year thereafter.
Macomb County Employees Association	2.10%
Macomb County Environmental Health Association	2.10%
Macomb County Professional Deputies Association	*2.25% for the first 26 years 1% per year thereafter
MAPE -- Animal Shelter	2.10%
MAPE -- Circuit Court	2.10%
MAPE -- District Court	2.10%
MAPE -- Probate Court	2.10%
MNA -- Registered Nurses	2.10%
MNA -- PHN Unit I	2.10%
MNA -- PHN Unit II	2.10%
Operating Engineers Local 547	2.10%
SEIU	2.10%
Teamsters Local 214	2.10%
UAW -- Assistant Prosecuting Attorneys	2.10%
UAW -- Management Information Systems	2.10%
UAW -- Supervisory, Technical, Administrative	2.10%
* Dispatcher Classification	2.0%

The union may be correct in maintaining the pension fund is financially sound and could easily support increased retirement benefits generated by increasing the multiplier from the 2.10 to 2.25 but that is not justification for

increasing the multiplier to 2.25. Macomb County contributes a substantial amount of money each year to maintain the current retirement fund and to make certain it remains solvent. The fact the retirement fund is financially sound, is not justification nor does it support increasing the multiplier factor beyond the current 2.10%. If the contrary were true, that is to say the retirement fund was not in a financially sound position, the union would reject all efforts on the employer's part to reduce the multiplier to reflect the fact that the financial condition of the fund were unsound. Accordingly, the fact finder's determination and recommendation is that the multiplier shall remain at 2.10, and the maximum allowable percentage of retirement benefit should be no greater than 63% of the final average compensation of the employee based upon the formula of 2.10 times the maximum number credited years of service being 30. Likewise, the bargaining unit should be afforded the two options provided to the surviving spouse in employer's exhibit 12 which are found in paragraphs 2 and 3 if the bargaining unit so elects but if the bargaining unit does not elect either of the two options set forth in paragraphs 2 and 3 of employer's exhibit 12, paragraph 1, which is the current policy and practice, would be afforded the bargaining unit. Likewise, the pop-up option found in employer's exhibit 13 would be offered to the bargaining unit and the individual employee shall be allowed to make that decision if the union chooses to have these options offered to its bargaining unit members.

#### D. Wages and Wage Inequities

The parties are in agreement on the following categories and classifications of employees: Friend of the Court Chief Field Investigator 1989 and 1990 employees are to receive \$2,546.00 salary increase each year and 1991 4.5% salary increase. Friend of the Court Field Investigator II; the parties are in agreement the classification shall receive \$2500.00 salary increase in

1989, \$2500.00 salary increase in 1990 and 4.5% salary increase in 1991. Friend of the Court Support Investigator classification the parties are in agreement the employees in that classification shall receive 4.5% wage increase in 1989; 5% wage increase in 1990 and 5% wage increase in 1991. Friend of the Court Field Investigator I position: the parties are in agreement that the Field Investigator I shall receive \$2500.00 salary increase in 1989 and 4.5% salary increase in 1991. What is at issue for the Field Investigator I classification is the year 1990: the union's position is all the Field I Investigators I should receive \$2500.00 as of January 1, 1990; while it is the employer's position until the Field Investigator I is qualified to perform the expanded and additional duties, the Field Investigator I should receive a 4.5% salary increase in 1990 beginning January 1, 1990 until the time they are qualified and begin performing the expanded duties without assistance. Once they are qualified, the employee would receive a fraction of the \$2,500.00 representing 1/12 of the \$2500.00 1990 salary increase for each of the months after they qualified until the end of 1990. For example, if a person became qualified as of April 30, for the balance of 1990, 8 months, the individual would be receiving 2/3 of the \$2500.00 increase and for the first 4 months the employee would receive 4.5% wage increase until the person qualified.

The following general wage increases and inequity wage improvements are in dispute in these units and classifications. All probate court classifications, all prosecuting attorney investigator classifications, Circuit Court Friend of the Court Field Investigators I for the year 1990 what Field Investigators I who were not qualified to prepare unassisted the report recommendations to the circuit court on January 1, 1990 should receive as a salary increase for 1990 until they qualified.

Employer's Position (On Wages and Wage Inequity):

(1). Probate Court Employee (all classifications)

1989	3.75% wage increase
1990	4.25% wage increase
1991	4.25% wage increase

(2). Circuit Court Employees (all classifications are at the Friend of the Court).

(a) Chief Field Investigator:

1989	\$2,546.00 wage increase
1990	\$2,546.00 wage increase
1991	4.5% wage increase

(b) Field Investigator II:

1989	\$2500.00 wage increase
1990	\$2500.00 wage increase
1991	4.5% wage increase

(c) Field Investigator I:

1989	\$2500.00 wage increase
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1990 \$2500.00 wage increase if the field investigator was qualified to perform the expanded duties as of 1/1/90. Otherwise, 4.5% wage increase until the field investigator I qualified to perform the expanded duties (report recommendation) and 1/12 of the \$2,500.00 wage increase for each month in 1990 once Field Investigator I became qualified.

1991 -- 4.5%.

(d) Support Investigator:

1989	4.5% wage increase
1990	5% wage increase
1991	5% wage increase

(3) Prosecuting Attorney Employees (all classification):

1989	4.5% wage increase
1990	5% wage increase
1991	5% wage increase

Note there is a caveat to the employer's wage inequity offer for 1990 and 1991; it is contingent upon the union accepting the employer's health care

cost containment proposal which is a separate issue.

Union's Position:

(1) Probate Court Employee (all classifications)

1989	4.5% wage increase plus 2% inequity adjustment wage increase
1990	4.5% wage increase plus 2% inequity adjustment wage increase
1991	4.5% wage increase plus 2% inequity adjustment wage increase

(2) Friend of the Court:

(a & b) Field Investigators I and II:

1989	\$2500.00 per year wage increase
1990	\$2500.00 per year wage increase
1991	4.5% wage increase

(c) Chief Field Investigator:

1989	\$2,546.00 wage increase
1990	\$2,546.00 wage increase
1991	4.5% wage increase

(d) Support Investigator:

1989	4.5% wage increase
1990	5% wage increase
1991	5% wage increase

(3) Prosecuting Attorney Employees (all classification):

1989	4.5% general wage increase plus 2.5% inequity adjustment wage increase
1990	4.5% general wage increase plus 2.5% inequity adjustment wage increase
1991	4.5% general wage increase plus 2.5% inequity adjustment wage increase

Rationale for Employer's Position: The employer maintains its position on wage and inequity adjustments is both reasonable and defensible with respect to the probation department employees of the probate court, the prosecuting attorney investigators and the 1990 wage proposal for the Investigator I classification of the Friend of the Court. With respect to the Investigator I, pay for 1990, the employer maintains the Investigator I classification should

not receive the \$2,500.00 for 1990 until they are able to prepare the required reports recommendations to the circuit court without assistance. The main justification for size and amount of the 1990 increase is because of the change of duties and responsibilities assumed by the Investigator I classification. Macomb County maintains there is no justification nor rationale to pay the employee the \$2500.00 yearly increase until the employee is able to perform the additional expanded duties of his Investigator I position. The testimony of the parties revealed this occurred by June 11, 1990 when the last two Investigator I employees qualified to prepare unassisted the report and recommendations the Investigator I employees are required to submit to the circuit court. As of June 11, 1990, the last Investigator I employees were entitled to receive the pro rata portion of the \$2500.00; before they qualified they were receiving the 4.5% increase between January 1, and June 11, 1990.

The employer maintains the wage proposal they made with respect to the probate court and prosecuting attorney investigators were fair and took into consideration and account all wage inequities that might exist. Further, the employer maintains an accurate and correct view of its wage proposal requires taking into consideration the total number of hours worked which employees are paid; such factors taken into account would be holidays, vacation pay, COLA and longevity, and Macomb County did take all these factors into consideration when it made its economic proposals to the union. The employer maintains a review of both the internal and external comparables reveals and supports the employer's position that its total compensation package is fair and equitable and addresses all existing inequities. The employer maintains its wage adjustment offer comports with what it provided to its other Macomb County bargaining units. The employer contends the union's position and approach is to provide all the members of the bargaining unit an inequity increase whether it is supported by

fact and data or not. The employer maintains the union exhibits do not necessarily reflect and compare comparable classifications covered by its contract. Some of the union's exhibits cover employees adult probation officers having different responsibilities than the union's bargaining unit employees.

Rationale for Union's Position: The union, in asking for a 4.5% general wage increase, is seeking the same percentage general increase afforded to other union employee groups who have already reached agreement as well as Macomb County's non-union employees. The union contends the county Commissioners previously had agreed to grant a 4.5% wage increase to all of its employees without imposition of any conditions. The union maintains the county, in its negotiations with other units, did address wage inequities where they existed and also agreed to provide a 4.5% general wage increase; all the union is seeking to have its bargaining unit members be treated in the same fair and equitable fashion.

The union maintains the probation officers of the probate court in order to have their wage inequities addressed require receiving inequity wage increase adjustments in each of the years of the contract. The union maintains the probate court probation officers in every comparable county, with the exception of Monroe County, are paid a higher wage than the Macomb County probation officers and that the wage inequity exists even after comparing the job duties and responsibilities of the employer's probate court probation employees. The union maintains the Macomb County probation officers provide greater services to the juvenile court than their counterparts in Wayne, Oakland, Washtenaw, and Kent Counties. In support of its position, the union calls the fact finder's attention the previous fact finder's report and the union's brief submitted in the prior fact finding hearing, union's exhibit 11 and 12.

The union maintains the investigators in the prosecutors office are clearly underpaid and its position is supported by union exhibit 33 a survey conducted by the Prosecuting Attorneys Association of Michigan for the year 1989. The union points out there is clearly established a great wage inequity between what Macomb County pays its prosecuting attorney investigators in comparison to what the comparables counties of Wayne, Oakland, and Kent pay their prosecuting attorney's investigators. The union is requesting fair consideration and correction of these exiting wage inequities experienced by the investigators in the Macomb County prosecuting attorney's office and the probation employees of the probate court.

#### Fact Finder's Discussion and Recommendation

The fact finder has had an opportunity to review the parties' post-hearing briefs, the exhibits introduced at the hearing, the testimony adduced at the hearing, and the notes taken by the fact finder at the hearing, and after due deliberation of all relevant and necessary data, the fact finder concludes, determines and recommends as follows:

The fact finder's determination and recommendation presupposes for the years 1990 and 1991 the health care cost containment items proposed by the employer will be accepted and adopted the union.

#### A. Friend of the Court Field Investigators I Year 1990

The only dispute involves when Field Investigator I begin receiving the \$2,500.00 wage increase for the year 1990. The parties positions: Macomb County, the Field Investigator I will only begin receiving the \$2,500.00 wage increase after he is qualified to prepare unassisted the report and recommendation to the circuit court. Until then the Investigator I will receive a 4.5% general wage increase and after he is qualified, the investigator shall receive 1/12th of the \$2,500.00 for each month in 1990 once he is qualified.

Union's position: The Field Investigator I receives the \$2,500.00 wage increase beginning January 1, 1990 irrespective of whether he was qualified or not on January 1, 1990.

The fact finder's determination and recommendation is the Field Investigator I shall only begin receiving the \$2500.00 increase in 1990 from the point in time they were qualified to prepare without assistance, the necessary reports and recommendations to submit to the circuit court. Beginning in the month they were qualified to prepare the reports by themselves to submit to the circuit court, the employees shall begin receiving 1/12 of the \$2500.00 for the remainder of 1990. Prior to being qualified, the Field Investigator I employees are to receive 4.5% general wage increase. Additionally, those Field Investigators I employees who did not receive the full \$2500.00 in the year 1990 because they had not qualified to prepare the reports by themselves without assistance on January 1, 1990, shall have added to their salary base on January 1, 1991, the difference between the entire \$2500.00 increase they were to receive in the year 1990 and the actual increase they received in 1990 representing the 4.5% wage increase up until the time they qualified and the fraction of the \$2500.00 they received for the remaining months after they qualified. It is the purpose of this recommendation, that beginning on January 1, 1991 every Investigator I employee be at the same base salary level they would have been had they qualified and received the entire \$2500.00 for the year 1990. The basis of the fact finder's determination and recommendation is the justification for the \$2500.00 increases at least for the year 1990 is to compensate for the expanded changes in duties and responsibilities assumed by the Field Investigator I classification. A Field Investigator I employee should not enjoy the fruits of the additional pay for assuming additional responsibility until the employee was able to demonstrate he had the

qualification to prepare the reports to be submitted to the circuit court without assistance. However, once the employee demonstrated he was qualified, he is to begin receiving the fraction of the remaining \$2500.00 1/12th for each of the months thereafter from the time he qualified, and beginning in 1991, the employee should not be penalized by having his base rate at a lesser amount than the full \$2500.00 wage increase that employees in the Investigator I classification had received as of January 1, 1990 who had qualified as of January 1, 1990.

B. Probate Court Employees (all classifications)

Employer's Position:

1989	3.75% wage increase
1990	4.25% wage increase
1991	4.25% wage increase

Union's Position:

1989	4.5% wage increase plus 2% wage inequity adjustment increase
1990	4.5% wage increase plus 2% wage inequity adjustment increase
1991	4.5% wage increase plus 2% wage inequity adjustment increase

After reviewing and weighing all the relevant evidence, the fact finder concludes, determines and recommends the probate court probation officer should receive a 4.5% general wage increase for the year 1989; a 4.5% general wage increase for the year 1990 and 4.5% general wage increase. Additionally, the fact finder is persuaded an inequity in wages does, in fact, exist and for each of the years 1989, 1990 and 1991 a 1% inequity wage increase should be given resulting in the following total wage increases.

<u>Year</u>	<u>General Wage Increase</u>	<u>Inequity Wage Increase</u>	<u>Total Yearly Wage Increase</u>
1989	4.5%	1.0%	5.5%
1990	4.5%	1.0%	5.5%
1991	4.5%	1.0%	5.5%

The rationale, reason and basis for the fact finder's determination and recommendation is: it is noted in the Counties of Kent, Oakland and Wayne probate court probation officers receive a greater annual salary than the Macomb County probation officers receive as evidenced by Employer's exhibit 51.

TOTAL COMPENSATION -- PROBATION OFFICER  
(Employer's Exhibit 51)

USING 1989 ANNUAL RATES OF PAY

<u>COUNTY</u>	<u>BASE WAGE</u>	<u>COLA</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
Kent	35,152	0	120	35,272
Monroe	28,509	0	250	28,759
Oakland	33,505	0	1288	34,793
Washtenaw	29,570	0	1560	31,130
<u>Wayne</u>	<u>33,000</u>	<u>0</u>	<u>0</u>	<u>33,000</u>
Average	31,947	0	664	32,591
Macomb Offer	31,863	390	640	32,893 (100.9%)
Union Demand	32,861	390	720	33,971 (104.2%)

The fact finder is not persuaded Wayne County's maximum annual salary for a probation officer is \$33,000.00 as depicted in the employer's exhibit #51. Two of the relevant exhibits, union's exhibit 27 and employer's exhibit 37, lead me to believe the actual level would be \$36,000.00 and with performance steps would be as high as \$38,500.00. The fact finder notes this information contained in union's exhibit #27 and employer's exhibit #37 reveals the date of these salary increases are effective as of December 1, 1988. The fact finder is aware there is no job description of the classifications in the comparable counties; therefore, the fact finder is not prepared to assume one way or another that job duties of the position are greater in the comparable counties than in Macomb

County nor the converse that the job duties of Macomb County probation employees are greater than those of the comparables counties. The fact finder is persuaded there is evidence a pay inequity does, in fact, exist and it is sufficient to justify an inequity adjustment. The fact finder is not persuaded the general wage increase should be less than the 4.5% increase offered to bargaining unit employees in other bargaining units or Macomb County's unrepresented non-bargaining unit employees.

C. Prosecuting Attorney Investigators (all classifications)

Employer's Position:

1989 4.5% wage increase  
1990 5.0% wage increase  
1991 5.0% wage increase

Union's Position:

1989 4.5% wage increase plus 2.5% wage increase inequity adjustment  
1990 4.5% wage increase plus 2.5% wage increase inequity adjustment  
1991 4.5% wage increase plus 2.5% wage increase inequity adjustment

The fact finder has concluded and determined there exists a wage inequity between the Macomb County prosecuting attorney's Investigator employees and those of the prosecuting attorney's investigator employees employed in the comparable counties. After reviewing all the relevant data, the parties' post-hearing briefs, the exhibits, and the fact finder's notes, the fact finder concludes, determines and recommends the prosecuting attorney investigators receive a base rate increase for the years 1989 of 4.5%; 1990 - 4.5%; 1991 - 4.5% and an inequity wage increase adjustment in 1989 of 1.5%; 1990 of 1.5% and 1991 of 1.5% resulting in a total wage increase in each year as follows:

<u>Year</u>	<u>General Wage Increase</u>	<u>Inequity Wage Increase</u>	<u>Total Yearly Wage Increase</u>
1989	4.5%	1.5%	6.0%
1990	4.5%	1.5%	6.0%
1991	4.5%	1.5%	6.0%

The basis of the fact finder's recommendation with respect to the prosecuting attorney investigators is as follows: The only comparable county paying its prosecuting attorneys' investigators less than Macomb County is Washtenaw County. The fact finder is aware the employer's exhibit #53 shows Wayne County prosecuting attorneys' investigators are receiving \$28,790.00; however, union introduced exhibit #33 Prosecuting Attorney's Association 1989 prosecutors budget and staff size contained contradictory data. Union exhibit 33 shows Wayne County prosecuting attorney's investigators having a salary range between \$29,000.00 and \$55,000.00. The disparity in the data provided by the parties may be explained by the fact the employer's exhibit shows the base rate for an entry level Wayne County prosecuting attorney investigator. The fact finder concludes that three of the five comparable counties pay their prosecuting investigators at a rate significantly higher than Macomb County. The other county, Monroe, does not have prosecuting attorney investigators. Employer's Exhibit 53

TOTAL COMPENSATION -- INVESTIGATORS FOR PROSECUTING ATTORNEY

USING 1989 ANNUAL RATES OF PAY

<u>COUNTY</u>	<u>BASE WAGE</u>	<u>COLA</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
Kent	33,113	0	120	33,233
Monroe	--	--	--	--
Oakland	33,646	0	1386	35,032
Washtenaw	28,478	0	1139	29,617
Wayne	28,790	0	0	28,790
Average	31,007	0	661	31,668
Macomb Offer	29,242 (94.3%)	390	640	30,272 (95.6%)
Union Demand	29,942 (96.6%)	390	720	33,052 (98.5%)

PROSECUTING ATTORNEYS ASSOCIATION OF MICHIGAN

1989 -- PROSECUTOR'S BUDGET AND STAFF SIZE

<u>County</u>	<u>Investigator Salary Range</u>
Wayne	\$29,665 -- \$55,845
Oakland	33,646 -- \$42,455
Macomb	19,325 -- 29,774
Kent	20,550 -- 31,678
Washtenaw	21,971 -- 28,478

The fact finder concludes and finds a pay inequity does exist. The fact finder determines and recommends the 4.5% general wage increase with a 1.5% inequity pay adjustment in each of the years 1989, 1990 and 1991 so that the percentage wage increase for the three years would be 6.0% in each year. In arriving at this determination, the fact finder takes into account following considerations: the county has already given 4.5% wage increases to those bargaining unit employees where agreement has been reached; the Board of Commissioners has authorized a 4.5% general wage increase to its unrepresented employees. The 1.5% inequity adjustment is the fact finder's recommendation and effort to address and redress the general wage inequity existing between the Macomb County prosecuting attorney investigators and the prosecuting investigators of the comparable counties.

E. Health Care Cost Containment

It is apparent to this fact finder the union has accepted the County's position on health care cost containment. This observation is based upon the fact at the last hearing date, the union indicated it did not oppose nor object to the County's health care cost containment proposal, but more importantly, in the union's post-hearing brief, it did not even address the issue and on page 5

of its brief, it indicated it has agreed to the employer's proposed health care cost containment proposal.

Employer's Position: The union is to accept a five part cost containment plan in its entirety; in return, the employer's wage offer includes an additional one-half percent in wages for the years 1990 and 1991. The employer also offers to the union, the availability of increased life insurance coverage at 2 times salary, payable by the employee through payroll deduction.

Union's Position: Based upon the statements made by the union at the last day of the fact finding hearing and the fact the union has not addressed the health care cost containment issue in its post-hearing brief, and on page 5 of the union's post-hearing brief, the union states it has agreed to Macomb County's proposed health care cost containment proposal, the fact finder concludes the union has accepted the employer's cost care containment package.

Rationale for Employer's Position: The employer has tied one-half of 1% of the County's wage proposal to the bargaining unit employees for the years 1990 and 1991 based upon acceptance by the bargaining unit of a health care cost containment proposal. The employer feels by accepting cost care containment, the savings generated by it would permit the County to offer the one-half of one percent of the wage increase the County built into its 1990 and 1991 wage proposals.

Rationale for Union's Position: The union has not really set forth any position in its post-hearing brief nor in its arguments other than it was willing to accept health care cost containment provided it received a fair and equitable wage settlement in this contract.

#### Fact Finder's Discussion and Recommendation

The fact finder has considered and taken into account the parties' post-hearing briefs, testimony adduced at the hearing, the fact finder's notes

and the exhibits introduced at the hearing. Based upon these relevant documents and evidence, the fact finder recommends health care costs containment proposal containing the following attributes. The health care costs containment provision will apply to active employees and employees who retire and the composition of the health care cost containment program shall be as set forth in Employer's exhibit 61.

- (1). Predetermination of elective admissions.
- (2). Mandatory second surgical opinion.
- (3). Increase drug rider co-pay from \$3.00 to \$5.00 with no employee contribution toward the premium.
- (4). A preferred provider organization (PPO option).
- (5). Bonus of \$750.00 to annually to employees who do not sign up for either Blue Cross/Blue Shield or HMO or PPO (this would be allowed only if employee's spouse is providing coverage.).

The exact format and the details of cost care containment for the employees are found in employer's exhibit 59 sections B1e through B1h for active employees and for retirees Sections B2g through B2j. Additionally, the employer has indicated in its post-hearing brief it will make available to the bargaining unit employees to obtain at their own expense additional life insurance up to two times their salary; this purchase can be effectuated through payroll deduction.

#### CONCLUSION

At this juncture, the fact finder wants to take an opportunity to thank both parties for all the courtesies shown and extended to him. The fact finder would be remiss in failing to mention both parties did a superb job of presenting and advocating their respective position at the pre-hearing conference, at the fact finding hearing, and in strongly advocating the positions of their respective parties in their post hearing briefs. Any

... shortcomings found in the fact finder's report and recommendation and discussion, certainly are not attributable to the efforts of the employer, union or their representatives, but must be borne solely by the fact finder.

The fact finder notes, to begin a worthwhile and meaningful collective bargaining relationship requires both parties respect the other as well as their representatives. Without respect, there can be no trust. Without trust, the relationship will languish and will result in future negotiations having to go through mediation and fact finding process before the parties are in a position to reach an agreement. It is clear the time has arrived for both parties to begin and pick up the pieces and start afresh on the journey of creating trust in one another so that the collective bargaining relationship can begin to flourish as it should.

Respectfully submitted.

  
Hiram S. Grossman  
Fact Finder

Dated: November 28, 1990