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Sub. 4/2000

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE ARBITRATION
ARISING PURSUANT TO ACT 312, PUBLIC
ACTS OF 1969, AS AMENDED, BETWEEN:

COUNTY OF MONROE AND THE MONROE
COUNTY SHERIFF (Employer) (County)

-and-

POLICE OFFICERS LABOR COUNCIL, COMMAND
OFFICERS (Union)

MERC Case #D97 C-0412

FINDINGS OF FACT, OPINION AND ORDERS

APPEARANCES:

ARBITRATION PANEL:

Mario Chiesa, Impartial
Chairperson

Nancy L. Ciccone, Union
Delegate

James Greene, Employee
Delegate

FOR THE UNION:

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Monroe County

INTRODUCTION

As previously indicated, this is a statutory compulsory
arbitration conducted pursuant to Act 312, Public Acts of 1969, as

amended. The Union filed the February 19, 1998 petition which was received by MERC on February 23, 1998. The impartial arbitrator and chairperson was appointed via a correspondence from the Employment Relations Commission dated May 12, 1998.

A pre-hearing conference was conducted on August 3, 1998. The hearing was conducted on March 11, 12 and June 17, 1999.

Last offers of settlement were exchanged between the parties through the neutral chairperson's office on July 26, 1999. On November 2, 1999, briefs were exchanged between the parties in the same fashion as last offers of settlement.

On December 2, 1999, the panel held an executive session at the County's facilities. It should be noted that the parties waived all regulatory and statutory time limits. They accomplished this both in writing, which was forwarded to MERC and which was memorialized in a pre-arbitration statement, and verbally on the record. Nonetheless, these Findings of Fact, Opinion and Orders have been issued as soon as possible under the prevailing circumstances.

STATUTORY SUMMARY

Act 312 is an extensive piece of legislation outlining both procedural and substantive aspects of interest compulsory arbitration. Without getting into every provision, but certainly ignoring none, there are aspects of the statute which should be highlighted.

For instance, Section 9 outlines a list of factors which the panel shall base its findings, opinions and orders upon. Those factors read as follows:

- "(a) The lawful authority of the employer.
- "(b) Stipulations of the parties.
- "(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- "(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- "(e) The average consumer prices for goods and services, commonly known as the cost of living.
- "(f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- "(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- "(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

This statute also provides that a majority decision of the panel, if supported by competent, material and substantial evidence on the whole record, will be final and binding. Furthermore, Section 8 provides that the economic issues be identified. Parties are required to submit a "last offer of settlement" which typically is referred to as "last best offer" on each economic issue. As to the economic issues, the arbitration panel must adopt the last offer of settlement which, in its opinion, more nearly complies with the applicable factors prescribed in Section 9.

Section 10 of the statute establishes, inter alia, that increases in rates of compensation or other benefits may be awarded retroactively to the commencement of any period or periods in dispute.

ISSUES

The parties settled a number of issues, some before the arbitration, with some being withdrawn at or after the arbitration. One of the issues the parties did resolve was the duration of the contract. The parties agreed that the Collective Bargaining Agreement would span the period from January 1, 1998 to December 31, 2000. In addition, the TA's, settlements of the parties, and language in the prior contract, which has not been deleted or altered by any agreements or by provisions of this award, are made a part of this award.

The outstanding issues resolved by this arbitration are, in general, wages, longevity, sick days, retirement age, retirement multiplier, buy-back of CETA time, holidays, health insurance

relating to PPO/HMO addition, health insurance regarding co-pay, and retirees' health insurance. Each of the issues has been characterized as economic. As a result, the arbitration panel has the responsibility of accepting one or the other party's last offer of settlement. Furthermore, the panel ruled that each year of the contract presents a separate issue of wages, so each year of the contract will be dealt with separately.

THE RECORD

There was an extensive hearing with both parties being afforded every opportunity to present all the evidence they thought was necessary. As a result, testimony was taken from several witnesses. There was approximately 450 pages of transcript created at the hearing and the record also included dozens and dozens of pages of data and information.

All the factors contained in Section 9 of the Act, along with all the evidence related to each, was carefully considered and applied. Of course, every item and bit of evidence has not been mentioned in the analysis of the issues. However, that doesn't mean anything was ignored. All the evidence and factors were evaluated and these findings, opinions and orders are based strictly thereon.

COMPARABLES

In Act 312 compulsory arbitrations parties typically, and this case was no exception, spend a considerable amount of time presenting evidence and making arguments regarding paragraph (d) of Section 9 of the statute. That portion of the statute involves

comparison of the wages, hours and conditions of employment of employees involved in the arbitration with the same factors relating to other employees performing similar services and with employees generally in both public employment in comparable communities and in private employment in comparable communities.

The statute doesn't specifically outline how such comparable communities shall be determined. While parties historically argue about the comparability of communities, they usually agree on a few of them. In this case both parties have submitted the following communities: Bay County, Berrien County, Calhoun County, Jackson County, Ottawa County and St. Clair County. In addition, the Union has offered Ingham and Saginaw Counties. The Employer maintains that Lapeer County, Lenawee County, Livingston County and Muskegon County should also be considered comparable communities.

Monroe County is located in the far southeast corner of the state. In fact, in the south it borders with the State of Ohio. To the west it borders with Lenawee County and to the north it borders with Washtenaw and Wayne Counties. To the east there is Lake Erie.

The bargaining unit involved in this arbitration was comprised of command officers, including captains, lieutenants and sergeants. The evidence establishes that there are 13 command officers in the bargaining unit, with seniority dates ranging from 10/25/71 to 11/7/83. The ages of the officers range from 57 to 37 years.

The County has an area of 551.1 square miles and a 1997 estimated population of 142,301. This creates a population density

of approximately 258 individuals per square mile. The County's 1998 SEV was \$4,546,852,489. The 1998 per capita income was approximately \$13,900.

Monroe County's SEV has grown from \$2,724,651,875 in 1988 to the \$4,546,852,489 already established for 1998. From 1980 to 1997 the County's population has grown from 134,659 to approximately 142,301. State shared revenues for the fiscal year ending 6/30/96 were \$1,947,841.

As I previously indicated, the parties have stipulated that Bay, Berrien, Calhoun, Jackson, Ottawa and St. Clair Counties are comparable to Monroe County for the purposes of this arbitration. As indicated, the Union offers Ingham and Saginaw Counties. Its reason for doing so was explained in the testimony and, in essence, amounts to the fact that those counties were included in the last 312 arbitration involving these parties. The award was written by Arbitrator Kotch and is dated May 10, 1991. In addition to the stipulated counties, the Employer offers Lapeer, Lenawee, Livingston and Muskegon Counties. The Employer reasons that Lapeer and Lenawee Counties were recommended by the deputies in the 1994 Act 312 arbitration and adopted by Arbitrator Schneider. It further argues that Livingston and Muskegon Counties were offered because they were within a 50 percent range of population and SEV and, in addition, were selected by Arbitrator Schneider in the aforementioned 1994 arbitration.

Since the parties have agreed that Bay, Berrien, Calhoun, Jackson, Ottawa and St. Clair Counties are comparable, little time

will be spent in discussing the elements of comparability as it applies to those counties. However, the other suggestions present a different scenario.

The fact that a particular county was utilized in a prior 312 arbitration doesn't ipso facto establish that it should be considered comparable for the purposes of this arbitration. Things change and the potential of changes which would cause concern increases over time. Thus, one would be reluctant to blindly adopt comparables which were relied upon in a 312 ten years prior. Also, the fact that a prior 312 arbitration concerned a related but different bargaining unit, i.e., deputies versus command, doesn't automatically eliminate those comparables from consideration. Of course, a careful analysis must take place if there is a substantial difference between the command structure, or perhaps other realities, existing in Monroe as opposed to the other counties being offered as comparables.

Looking at the offerings, there are specific concerns regarding each of them. For instance, when looking at the data regarding Lapeer and Lenawee Counties, it is clear that their population is substantially less than Monroe. Lenawee has a 1997 estimated population of about 98,000, while Lapeer has a population of about 87,000. This compares to the 142,000 in Monroe. Furthermore, the wealth of a county as expressed by SEV establishes that Lapeer and Lenawee Counties have less than half the SEV of Monroe County. While the per capita income is fairly comparable, the population density in Lapeer and Lenawee Counties is about half

of Monroe County. It is recognized that these counties were utilized in an arbitration in 1994, but nonetheless, there is real concern about the utilization in the current arbitration. Certainly they can't be considered core comparables.

In relation to Ingham and Saginaw Counties I note that the only data in the record regarding them indicates they were relied upon in a 1990 arbitration. Other than that evidence, there is little else to recommend their use as comparables in this dispute. Based on the available evidence, it is very difficult to conclude that Ingham and Saginaw Counties should be considered comparable to Monroe County for the purposes of this arbitration.

The evidence regarding Livingston County certainly suggests it should be considered comparable to the County of Monroe for the purposes of this arbitration. While geographically Livingston County is somewhat removed from Monroe County, I note that the 1997 estimated population in Livingston is almost the same as Monroe County. At \$4,739,245,583, Livingston County's 1998 SEV is extremely close to Monroe County's. It is true that Livingston County's per capita income is substantially higher than Monroe County, approximately \$17,000 versus approximately \$14,000, and it is also noted that Livingston County has enjoyed much greater growth in SEV over the ten-year period of 1988 to 1999. Its population growth from 1980 to 1997 was an increase of about 42%, while Monroe County's was 6%. Population density in Livingston County is about 250 citizens per square mile as compared to Monroe's 258. Monroe County had more shared revenue in fiscal year

ending 6/30/96, i.e., about \$1,900,000 versus Livingston's \$1,500,000. Nonetheless, when all of the data is considered, it is appropriate to consider Livingston County as part of the group of comparables already established by the parties' agreement.

Muskegon County presents some different concerns. First of all, Muskegon County is located on the far western boundary of the State of Michigan. Geographically it is a substantial distance from Monroe County. While its 1997 estimated population is within approximately 23,000 of the population of Monroe County, its 1998 SEV is about \$1,700,000 less than Monroe County. It also has the lowest 1998 per capita income of any of the counties where the data is available. Furthermore, its population density is substantially higher than Monroe County. It is recognized that Muskegon County, at least data-wise, is as similar to Monroe County as some of the counties the parties have stipulated are comparable, but there is concern regarding its geographical remoteness. As a result and even though it was utilized in the 1994 arbitration, it is difficult to consider Muskegon County as one of the core comparables. It falls in the same general category of comparability as does Lapeer and Lenawee Counties.

In summary, the counties of Bay, Berrien, Calhoun, Jackson, Livingston, Ottawa and St. Clair will be considered comparable communities for the purposes of this arbitration. Lapeer, Lenawee and Muskegon Counties will be considered somewhat comparable and their data will be examined, but they are not considered core comparable communities. Based on the evidence in the record,

Saginaw and Ingham Counties will not be considered comparable communities.

CPI

One of the factors outlined in Section 9 of the statute to be considered in determining which last offer of settlement should be accepted is the average consumer price for goods and services, commonly known as the cost of living.

The data in the record is based on the Detroit-Ann Arbor Urban Wage Earners and Clerical Workers 1982-1984 equalling 100 and includes all items, less medical care. The information shows that in 1983 the CPI was 101.2 and the sergeant's rate of pay was \$25,542. In 1997 the CPI was 148.6 and the sergeant's rate of pay was \$45,469. The CPI increased 46.8%, while the sergeant's rate increased 78%.

In 1992 the CPI was 130.1 and the sergeant's rate was \$39,603. As previously indicated, the CPI in 1997 was 148.6 and the sergeant's rate was \$45,469. The CPI increased 14.2%, while the sergeant's salary increased 14.8%.

WAGES

Wages is an economic issue. As previously explained, there is a last offer of settlement for each of the three years of the Collective Bargaining Agreement. However, since the last offers of settlement for the second and third years of the contract are identical, i.e., 3% for each year, the only year in question is the first year. Of course, everyone understands that what transpires in the first year will have an effect on subsequent years.

The top sergeant's rate effective 1/1/97 through 12/31/97, rounded to the nearest dollar, is \$45,469. The maximum lieutenant's rate is \$49,421 and the maximum captain's rate is \$53,373.

The Union's last offer of settlement calls for a 4% increase effective 1/1/98. Again, keeping in mind rounding, acceptance of that position would provide a sergeant at the top rate with a salary of \$47,288. A lieutenant would receive \$51,398, while a captain would receive \$55,508. In its last offer of settlement the Employer has actually listed the salary rates which it contends would be in effect with a 1% increase which is its offer. Thus, according to its schedule, and again rounding to the nearest dollar, effective January 1, 1998, a top paid sergeant would receive \$45,926. A lieutenant would receive \$49,920, while a captain would receive \$53,914. The Chairman's calculations are a little different, but they are within a few dollars so there is no concern. The figures arrived at were \$45,924, \$49,914 and \$53,907, respectively. Those figures will be used for the analysis, but if indeed the Employer's last offer of settlement is adopted, the figures appearing in its schedule shall apply.

Utilizing the core of comparable communities of Bay, Berrien, Calhoun, Jackson, Livingston, Ottawa and St. Clair Counties, I note that the wage rate on January 1, 1997 for a sergeant averages out to approximately \$43,138. This is compared to the \$45,469 that a sergeant in Monroe County receives. When looking at the individual counties, Monroe would rank second. On that same date and

utilizing the same comparables where the data is available, for instance, Bay County no longer has a lieutenant position outside of the jail administrator, the average salary for a lieutenant was approximately \$46,892. When compared to the Monroe County lieutenant's salary of \$49,421, Monroe County ranked second. In examining the data available for the rank of captain, and the data diminishes, it is noted that the average is about \$48,827. The current rate in Monroe County is \$53,373. This places Monroe County number one on the list.

If we examine the data related to January 1998, it is noted, as indicated above, that adoption of the Union's last offer of settlement would have a top paid sergeant receiving \$47,288, while adoption of the Employer's last offer of settlement would have a sergeant receiving \$45,924. The average for the data available is \$44,542. As a result, adoption of the Employer's offer would lower Monroe County's rank to three, while adoption of the Union's last offer of settlement would maintain the rank at two.

The average, where the data is available for a lieutenant on January 1998, was \$48,231. To recount, the Union's last offer of settlement would provide a lieutenant with \$51,398, while the Employer's would amount to \$49,914. The changes in rank would be the same as for a sergeant.

As it relates to captain, the average, where the data is available for January 1998, is approximately \$50,329. Adoption of the Union's last offer of settlement would place a captain at \$55,508, while adoption of the Employer's offer would place a

captain at \$53,907. The Union's offer would keep a captain at the highest paid of the comparable communities, while adoption of the Employer's last offer would lower the rank to second.

Another aspect of this dispute is the Union's allegation regarding the command officers assuming duties which essentially used to be done by the medical examiner investigators. There is a January 23, 1998 document in the record, specifically Union 1-4-D, which instructs seven members of the bargaining unit to present themselves for training. They did and were paid for the time. Testimony establishes that from approximately March of 1998 to the end of the year there were approximately 61 cases dealt with by this group of officers. Testimony suggests that it takes about three hours a case, and on more occasions than the officers would like, there are no other command officers on duty when they are called to the scene.

It is significant to note that since approximately 1987 the command unit and the deputies unit have received the same annual increase. The only exception appears to be 1989 where the command officers received a 6% increase when deputies received a 5% increase. In 1998 the deputies received a 1% increase, the same percentage increase offered by the Employer in this dispute. Apparently the logic was that since the retirement plan had changed, and it will change in this case, the additional cost of the increased multiplier was reflected in the 1% salary increase. It is noted that the deputies' multiplier was increased to 2.5% and the parties have agreed in this case that the command officers'

multiplier shall be increased to 2.5%. Both have a maximum benefit cap of 75%, but nonetheless, the increase in the multiplier provides a substantial increase in benefits. It is noted that the plan is substantially overfunded, but that doesn't mean that the increase of the multiplier doesn't add cost to the pension plan.

As indicated, the data regarding the CPI suggests that either last offer of settlement would be appropriate.

The total compensation received by the members of the bargaining unit will be very competitive with that received by officers in the comparable communities regardless of which last offer of settlement is adopted.

After carefully and painstakingly analyzing the complete record, and weighing all of the Section 9 factors, the panel has come to the conclusion that the Employer's last offer of settlement is more acceptable.

First of all, while it is clear that there would be some slight loss in rank in relation to the comparable communities by adopting the Employer's last offer of settlement, that loss isn't dramatic and isn't substantial enough to outweigh other considerations.

Second, the increase still keeps members of this bargaining unit in a very competitive position with employees in the comparable communities.

Third, while there is no formal tying of wage increases to what the deputies received, it is noted that in recent history the units have received the same percentage increases, with the one

exception pointed out above. Furthermore, there are some other considerations. Both are receiving an increase in pension multiplier to the level of 2.5%. The testimony suggests that the cost of this benefit, down the line, will be about 2 or 2.5%.

Fourth, when the compensation received as a whole is considered, including other orders in this decision, the Employer's last offer of settlement is more acceptable.

Fifth, while it is clear that some, and perhaps all of the members in the command unit have acquired additional medical examiner-like duties, that impact can be evaluated and dealt with in the next round of negotiations. If not every member of the unit is placed in the position of having to perform these duties, then perhaps a more selective recognition would be appropriate.

Sixth, while the number of command individuals has gone down and there is an argument that their duties have increased, there is not much specific data in supporting the contention. What impact other factors have had in the administration of police services are not really known.

Further, the increase sought by the Union is high even when compared to the percentage increases in the comparable communities.

In summary, the panel adopts the Employer's last offer of settlement as outlined in its submission. It is noted that all wage increases will be fully retroactive.

AWARD - WAGES

The Employer's last offer of settlement regarding first year wage increase shall forthwith be adopted.

Mario Chiesa 4-28-2000
Mario Chiesa
Neutral Chairperson

151
Employer Delegate

Nancy D. Ciccone (disputant)
Union Delegate

WAGES LAST TWO YEARS OF THE CONTRACT

Since both parties have offered a 3% increase for each of the last two years of the Collective Bargaining Agreement, there is no substantive issue to decide. Their agreement shall be adopted as a resolution of the last two years of the contract.

AWARD - WAGES LAST TWO YEARS OF CONTRACT

The wage increases agreed to by the parties shall forthwith be adopted by the panel, i.e., 3% across-the-board effective 1/1/99 and 3% across-the-board effective 1/1/2000.

Mario Chiesa 4-28-2000
Mario Chiesa
Neutral Chairperson

151
Employer Delegate

Nancy D. Ciccone (support)
Union Delegate

AWARD - WAGES

The Employer's last offer of settlement regarding first year wage increase shall forthwith be adopted.

Mario Chiesa 4-28-2000
Mario Chiesa

Neutral Chairperson

[Signature] (Support) 4/24/00
Employer Delegate

[Signature]
Union Delegate

WAGES LAST TWO YEARS OF THE CONTRACT

Since both parties have offered a 3% increase for each of the last two years of the Collective Bargaining Agreement, there is no substantive issue to decide. Their agreement shall be adopted as a resolution of the last two years of the contract.

AWARD - WAGES LAST TWO YEARS OF CONTRACT

The wage increases agreed to by the parties shall forthwith be adopted by the panel, i.e., 3% across-the-board effective 1/1/99 and 3% across-the-board effective 1/1/2000.

Mario Chiesa 4-28-2000
Mario Chiesa

Neutral Chairperson

[Signature] (Support) 4/24/00
Employer Delegate

[Signature]
Union Delegate

LONGEVITY

The current longevity plan is memorialized in Exhibit B of the Collective Bargaining Agreement. In part it reads as follows:

"The County agrees to make longevity payments for continuous service with the County to all employees covered by this Agreement who meet each of the following eligibility requirements:

- "A. Longevity pay adjustments are to be based upon continuous service with the County determined as of December 1 of each calendar year;
- "B. Employees with less than five (5) years of continuous service with the County as of December 1 of any calendar year shall receive no longevity pay;
- "C. Employees covered by this Agreement with five (5) or more years of continuous service with the County as of December 1 of any calendar year shall receive longevity pay of \$125.00, plus an additional sum of \$25.00 for each additional year of continuous service in excess of five (5) years;
- "D. Employees shall not be entitled to any longevity pay if their employment or seniority with the County is terminated for any reason prior to December 1 of any calendar year;
- "E. If an employee does not receive compensation for at least one thousand (1,000) hours during the twelve (12) month period immediately preceding December 1 of each calendar year, no longevity pay shall be due for that calendar year;
- "F. Any employee whose salary is paid by the United States of America or any of its agencies, the State of Michigan or any of its agencies and/or is supplemented by the County, is not entitled to longevity pay."

The Union's position is displayed in its last offer of settlement as follows:

"Effective 1/1/98, employees covered by this Agreement with five (5) or more years of continuous service with the County as of December 1st of any calendar year shall receive longevity pay of One Hundred Twenty Five (\$125.00) Dollars, plus an additional sum of Seventy Five (\$75.00) Dollars for each additional year of service in excess of five (5) years."

The Employer's position is to continue the status quo.

Examining the comparables, the data shows that for Bay County, and that only includes hirees prior to 1/1/89, for people hired after that date receive no longevity, an officer with 5 years receives either \$436 or \$439 depending on whose data is accepted. This increases through the years and tops out at \$1,743 or \$1,795, again, depending on whose data is accepted. In Berrien County the Employer's data shows no longevity and an examination of the contract doesn't indicate any longevity payments. However, the Union's data shows \$262 at 5 years to \$3,256 at 25 years. The parties agree that Calhoun County provides \$250 longevity at 5 years and \$1,000 at 25 years. Jackson County provides no longevity at 5 years, with the payments beginning at 10 years, and capping out at \$1,697 or \$1,656, depending on whose data is accepted, at 15 years. Livingston County provides \$402 at 5 years and caps out at \$1,206 at 20 years. Ottawa County provides \$250 at 5 years, increasing through the years and capping out at \$1,250 at 25 years. In St. Clair County those officers hired after 7/1/96 receive no longevity, while those hired before that date receive \$900 at 5 years, increasing through the years and capping out \$4,500 at 25 years. Under the current scheme, members of this

bargaining unit receive \$125 at 5 years, \$250 at 10, \$375 at 15, \$500 at 20, topping out at \$625 at 25 years.

The above data was for sergeants and essentially is the same for other ranks except that, according to the Union's data, lieutenants in Berrien County receive \$276 at 5 years, cap out at \$4,991 after 25 years. It is also noted that Bay County doesn't have a lieutenant rank and Jackson County is a non-union position. For captains, the figure is \$283 capping out at \$5,564. Again, there are no captains in Bay County or Ottawa County, and in Jackson County it is a non-union position.

Relying purely on the comparable data, it would be appropriate to conclude that an increase in longevity would be warranted.

The data regarding the internal comparables is a little different. The evidence establishes that the other units in the county receive essentially the same as the command officers. Specifically and more to the point, the deputies receive \$125 after 5 years of service plus \$25 for each additional year thereafter. This is the same formula which applies to the command unit.

It must be understood that if the Union's last offer of settlement were adopted, on 1/1/98 a sergeant with 25 years of service would receive an increase in salary, paid as longevity, of about 2.4%. The figure for a lieutenant would be 2.2% and for captain would be 2%. These are very substantial increases.

When all of the evidence is carefully examined, the panel must conclude that the Employer's last offer of settlement should be adopted. While perhaps some increase in longevity was warranted,

the substantial increase sought by the Union is not supported by the record.

AWARD- LONGEVITY

The panel orders that the Employer's last offer of settlement regarding longevity be adopted, and thus, the status quo will continue.

Mario Chiesa 4-28-2000
Mario Chiesa
Neutral Chairperson
John (Support) 4/24/00
Employer Delegate
151 Durant
Union Delegate

SICK DAYS

The issue of sick days concerns Article 9, Section 4. Currently the language reads as follows:

"Section 9.4 All employees of the bargaining unit shall receive six (6) 'sick days' annually, to be credited as of January 1st of each year. Such annual 'sick days' shall not accumulate from one year to the next, but at the end of each year the employee shall receive payment at his/her regular hourly rate for 50% of all such unused annual 'sick days'. Employees may utilize such annual sick days only if the employee or someone on his/her behalf notifies the department before he/she is scheduled to report to work on each day that he/she will be absent from work, unless it is physically impossible for such report to be made. The Sheriff may require a physician's certificate showing that the use of such annual sick days was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform his/her regular work duties. The requirement of a physician's certificate for use of such annual sick days shall not apply to absences of one or two days unless such short periods of absence are habitual with the employee. Employees must exhaust

the substantial increase sought by the Union is not supported by the record.

AWARD- LONGEVITY

The panel orders that the Employer's last offer of settlement regarding longevity be adopted, and thus, the status quo will continue.

Mario Chiesa 4-28-2000
Mario Chiesa
Neutral Chairperson

1st Support
Employer Delegate

Nancy D. Ciccone (dissent)
Union Delegate

SICK DAYS

The issue of sick days concerns Article 9, Section 4.
Currently the language reads as follows:

"Section 9.4 All employees of the bargaining unit shall receive six (6) 'sick days' annually, to be credited as of January 1st of each year. Such annual 'sick days' shall not accumulate from one year to the next, but at the end of each year the employee shall receive payment at his/her regular hourly rate for 50% of all such unused annual 'sick days'. Employees may utilize such annual sick days only if the employee or someone on his/her behalf notifies the department before he/she is scheduled to report to work on each day that he/she will be absent from work, unless it is physically impossible for such report to be made. The Sheriff may require a physician's certificate showing that the use of such annual sick days was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform his/her regular work duties. The requirement of a physician's certificate for use of such annual sick days shall not apply to absences of one or two days unless such short periods of absence are habitual with the employee. Employees must exhaust

their annual 'sick days' before receiving disability benefits pursuant to the provisions of this Article. In addition, any employee who has earned and accumulated 'sick days' in his/her 'sick day bank' under provisions of previous collective bargaining agreements will keep all such accumulated 'sick days' in his/her 'bank'. Said employee may, as an alternative to receiving disability benefits under the provisions of this Article, utilize such 'sick days'. At the exhaustion of said employee's 'sick bank', he/she may apply for and receive disability benefits under the provisions and limitations of this article. Documentation of the employee's decision to utilize such 'sick day bank' must be provided, in writing, to the Human Resources Supervisor, at the time of disability. At the time of the employee's termination of employment or retirement, the employee will receive payment for 50% of all such unused days as accumulated in his/her 'sick day bank'. Said payment will be calculated at the hourly rate of the employee at the time of his/her termination or retirement."

The Union's last offer of settlement establishes a 100% payout in areas where there is a current 50% payout, and the ability to bank unused sick days without limit. The Union's last offer of settlement, as shown in the brief, reads as follows:

"All employees of the bargaining unit shall receive six (6) 'sick days' annually to be credited as of January 1st of each year. Such annual 'sick days' shall not accumulate from one year to the next, but [At] the end of each year the employee may receive payment at his/her regularly hourly rate for 100% of all such unused annual 'sick days,' or may opt to bank all unused 'sick days' to be paid according to contract upon termination of employment.

"At the time of the employee's termination of employment or retirement, the employee will receive payment of 100% of all such unused days as accumulated in his/her 'sick day bank.' Said payment will be calculated at the hourly rate of the employee at the time of his/her termination or retirement."

It is noted that the Union's last offer of settlement document had the second paragraph quoted above scratched out. Perhaps that was just an oversight.

The Employer seeks continuation of the status quo.

It is noted that with the exception of non-represented managers no employee group employed by Monroe County, including of course the deputies, receive more than six sick days per year. The evidence does establish that the comparable communities, with the exception of Ottawa County, all provide a greater number of sick days per year. For instance, Bay County provides 12, Berrien County 13, Calhoun County 160 hours per year with no accumulation or payout, Jackson County 12, Livingston County 12, Ottawa County 5, and St. Clair County 12. Furthermore, Bay, Berrien, Jackson, Livingston, Ottawa and St. Clair Counties all provide for accumulation with the maximums ranging from 15 days in Ottawa County to no maximum in Muskegon County. There is no annual payout in any of the comparable communities. There are payouts in various degrees ranging from 20% to 75% upon separation and retirement.

It is also noted that in Monroe County the injury and illness disability plan kicks in after the first day for accidents and seven calendar days for illness. The plan pays for a maximum of two years.

It must be noted that the Union's last offer of settlement seeks very substantial changes to the procedures regarding sick days. While an increase in payout may have been warranted, when

the Union's offer is considered in its entirety, it is not acceptable.

First of all, it is in essence creating an uncapped bank which would be paid out, according to the contract, upon termination of employment. In this regard it is important to note that the language in the Collective Bargaining Agreement recognizes that some employees may already have earned accumulated sick days in a sick day bank under provisions of previous Collective Bargaining Agreements. It would have been interesting to note the extent of the accumulation, if any, and when the accumulation practice changed, if ever. Adoption of the Union's last offer of settlement would substantially alter the sick leave benefit. The evidence doesn't support such a change.

Given the totality of the record, the panel is not persuaded that the Union's last offer of settlement should be adopted.

AWARD - SICK DAYS

The panel orders that the Employer's last offer of settlement regarding sick days be adopted, and hence, the status quo will continue.

Mario Chiesa 4-22-2000
Mario Chiesa
Neutral Chairperson
James (Suppant) 4/24/00
Employer Delegate
1st Deputy
Union Delegate

the Union's offer is considered in its entirety, it is not acceptable.

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Given the totality of the record, the panel is not persuaded that the Union's last offer of settlement should be adopted.

AWARD - SICK DAYS

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Mario Chiesa 4-28-2000
Mario Chiesa
Neutral Chairperson

B. J. Suggs
Employer Delegate

James J. Gecone (disjoint)
Union Delegate

RETIREMENT - MULTIPLIER

The current language is contained in Article 13 at Section

13.4(a). That language reads as follows:

"(a) The pension plan is to be computed by taking two and one-quarter percent (2.25%) of the employee's final average compensation multiplied by the years of service not to exceed seventy-five (75%) of the final average compensation. An employee can select any three (3) consecutive years out of his/her last ten (10) years of service for the purpose of determining his/her final average compensation."

The Union's position is outlined on page 16 of its brief and reads as follows:

"The Union requests to modify Section 4(A) as follows:

[Effective the date of award], the pension plan is to be computed by taking two and one-half (2.50%) percent of the employee's final average compensation multiplied by the years of service not to exceed seventy five (75%) percent of the final average compensation...

"Discussion:

"Given that the two and one-half (2.50%) percent retirement multiplier has been agreed to by the parties, this issue is considered resolved by the Union."

"Employer's Last Best Offer: The Employer proposes an increase in the retirement multiplier from 2.25% to 2.50% for all years of service (maximum benefit of 75%). (Refer to Union Exhibit 1 - Tab 2 - Page 27.) See Attachment 6 for the specific language the Employer proposes be continued in the parties' new contract.

"Union's Last Best Offer: The Union requests to modify Article 13, Section 4(a) as follows:

[Effective the date of award] the pension plan is to be computed by taking two and one-half (2.50%) percent of the employee's

final average compensation multiplied by the years of service not to exceed seventy-five (75%) percent of the final average compensation. . .

"Argument in Support of Employer's Last Best Offer: There is no substantive difference in the parties' last best offers on this issue."

The specific language offered by the Employer is identical to that contained in the current Collective Bargaining Agreement, with the exception that the 2.5% is substituted for the current 2.25%.

AWARD - RETIREMENT MULTIPLIER

The panel adopts the parties' position in this matter and indicates that effective on the date of the award the multiplier shall be changed to 2.5% as indicated above.

Mario Chiesa 4-28-2001
Mario Chiesa
Neutral Chairperson
John (Support) 4/28/00
Employer Delegate
Ed Support
Union Delegate

RETIREMENT - 25 YEARS OF SERVICE

The language in the current Collective Bargaining Agreement reads as follows:

"(b) For employees covered by the terms of this Agreement, the eligibility requirements of sixty (60) years of age and eight (8) or more years of service are modified to fifty (50) years of age and twenty-five (25) years of service."

The Union's last offer of settlement would provide that an employee would be eligible for retirement after 25 years of service

final average compensation multiplied by the years of service not to exceed seventy-five (75%) percent of the final average compensation. . .

"Argument in Support of Employer's Last Best Offer: There is no substantive difference in the parties' last best offers on this issue."

The specific language offered by the Employer is identical to that contained in the current Collective Bargaining Agreement, with the exception that the 2.5% is substituted for the current 2.25%.

AWARD - RETIREMENT MULTIPLIER

The panel adopts the parties' position in this matter and indicates that effective on the date of the award the multiplier shall be changed to 2.5% as indicated above.

Mario Chiesa 4-28-2000

Mario Chiesa
Neutral Chairperson

Ed Support
Employer Delegate

James J. Ciccone (support)
Union Delegate

RETIREMENT - 25 YEARS OF SERVICE

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The Union's last offer of settlement would provide that an employee would be eligible for retirement after 25 years of service

regardless of age. The Employer seeks the continuation of the status quo as outlined in the above language.

Examining the data in the comparable communities, it shows that Bay, Berrien, Jackson and St. Clair Counties provide for retirement after 25 years of service regardless of age. It is also noted that none of those counties provides a 2.5% multiplier. Only Berrien and Calhoun Counties have no limit on maximum benefits.

The evidence establishes that none of the other employee groups in Monroe County has a provision allowing retirement at 25 years of service regardless of age.

It is true that officers in this unit contribute 3% compensation up to \$7,800, and then 5% over \$7,800. In Bay County the contribution rate is 2.55%. Berrien County is 8%, Calhoun County 11%, with apparently the county providing up to 5%, Jackson County 3.5%, Livingston County 1.1%, Ottawa County 1%, and St. Clair County 5%.

No one quarrels with the fact that the pension system is financially very secure, but that in and of itself does not warrant adoption of the Union's last offer of settlement. Given the evidence, including the data regarding the pension provisions in the comparable communities and that which exists in the County of Monroe, the panel finds that it is appropriate to adopt the Employer's last offer of settlement.

AWARD - RETIREMENT 25 YEARS OF SERVICE

The Employer's last offer of settlement dealing with the issue of 25 years of service permitting retirement regardless of age is adopted, and hence, the status quo shall continue.

Mario Chiesa H-28-2000
Mario Chiesa
Neutral Chairperson
Support 4/24/00
Employer Delegate
Support
Union Delegate

RETIREMENT - COLA

The Union initially proposed this issue, and according to its last offer of settlement, withdrew same. The Employer's position is to maintain the status quo. Since the Employer did not submit a last offer of settlement seeking a change in the contract, the matter is settled based on the status quo.

AWARD - RETIREMENT COLA

The Union withdrew the issue and the Employer wishes to maintain the status quo. That being the case, the Employer's last offer of settlement, i.e., the continuation of the status quo, is what both parties seek, and thus, is awarded.

Mario Chiesa H-28-2000
Mario Chiesa
Neutral Chairperson
Support 4/24/00
Employer Delegate
Support
Union Delegate

AWARD - RETIREMENT 25 YEARS OF SERVICE

The Employer's last offer of settlement dealing with the issue of 25 years of service permitting retirement regardless of age is adopted, and hence, the status quo shall continue.

Mario Chiesa 4-28-2000
Mario Chiesa
Neutral Chairperson

B. Support
Employer Delegate

Anthony D. Ciccone (dissent)
Union Delegate

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Mario Chiesa 4-28-2000
Mario Chiesa
Neutral Chairperson

B. Support
Employer Delegate

Anthony D. Ciccone (support)
Union Delegate

RETIREMENT - CETA - EEA

The Union proposed in its last offer of settlement that employees who have earned either CETA or EEA time with the County shall have the option of purchasing such time for retirement credit purposes at their own cost. The Employer's position was to agree with the general concept, but to limit the buy-back to a maximum of five years. The specific language of the provision is outlined in the Employer's offer as an attachment.

Upon reviewing the Employer's last offer, the Union indicated its willingness to accept the proposal. In its brief it states:

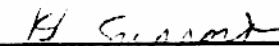
"Upon review of the Employer's Last Offer, the Union is willing to accept the County's proposal."

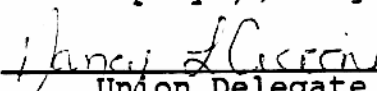
As a result, the Employer's last offer of settlement will be accepted.

AWARD- RETIREMENT - CETA - EEA

The Employer's last offer of settlement regarding CETA/EEA buy-back shall forthwith be adopted by the panel.

 H-28-6000
Mario Chiesa
Neutral Chairperson


Employer Delegate


Union Delegate

HOLIDAYS

The Union's last offer of settlement maintains the status quo. The Employer's last offer of settlement also proposed no change in the parties' contract. As a result, the matter is settled.

AWARD - HOLIDAYS

Both parties' last offer of settlement seeks continuation of the status quo. The status quo shall continue.

Mario Chiesa 4-28-2000
Mario Chiesa
Neutral Chairperson
John (Supra) 4/24/00
Employer Delegate
H. Supra
Union Delegate

HEALTH INSURANCE - RETIREE HEALTH CARE FUND

The Employer's last offer of settlement would require all employees who are hired, transferred or otherwise placed in the bargaining unit after the date of the panel's award to contribute 3% of their base pay to a retiree health care fund. The specifics of the funds are outlined in an attachment to the Employer's last offer of settlement. The language provides, inter alia, that if an employee quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or health care benefits, the employee shall be refunded the amount the employee has contributed to the retiree health care fund, along with the accumulated interest thereon as determined by the Employer.

The Union's position is the status quo, and thus, no creation of a retiree health care fund.

Testimony suggests that most employers do not provide for the accumulation of money to fund this type of benefit while the potential recipients are employed. The theory is that under the

AWARD - HOLIDAYS

Both parties' last offer of settlement seeks continuation of the status quo. The status quo shall continue.

Mario Chiesa 4-28-2000
Mario Chiesa
Neutral Chairperson

El. Support
Employer Delegate

Amy L. Ciccione (support)
Union Delegate

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The Union's position is the status quo, and thus, no creation of a retiree health care fund.

Testimony suggests that most employers do not provide for the accumulation of money to fund this type of benefit while the potential recipients are employed. The theory is that under the

so-called pay-as-you-go system, there is no money behind the benefit promises and the Employer is likely to experience substantial increases in costs year-to-year. This could lead the Employer to cut back in benefits. It maintains that under its proposal if an employee terminates before retirement, the money is refunded.

Nonetheless, the evidence also shows that the Employer tried to gain this benefit with the deputies' unit and was unsuccessful.

It is interesting to note that, in essence, if the Employer's proposal were adopted, when an employee was promoted to a command unit he/she would be contributing 3% of his/her base pay to the fund. Not only would this reduce the differential between the command and patrol officers' pay, but arguably it would make the promotion less attractive.

The evidence does not establish that any comparable community requires its command officers to make such a contribution.

The information regarding the internal employee groups show that several have provisions requiring new hirees to contribute to a retiree health care fund. Notably absent, however, are the deputies.

The panel is convinced the record establishes that it would be inappropriate to adopt the Employer's last offer of settlement. As a result, the provision will not be added to the Collective Bargaining Agreement and the status quo, i.e., the Union's position, will be adopted.

AWARD - HEALTH INSURANCE RETIREE HEALTH CARE FUND

The Union's last offer of settlement regarding retiree health care fund is adopted, and hence, the status quo shall continue.

Mario Chiesa 4-28-2000
Mario Chiesa
Neutral Chairperson

E. Support
Union Delegate

[Signature] 4/24/00
Employer Delegate

HEALTH INSURANCE - PPO/HMO OPTIONS

The Employer's last offer of settlement in this matter appears as follows:

"In addition to its traditional Blue Cross-Blue Shield PSG-1 Plan, the Employer proposes that all employees be afforded the option of participating in the Blue Cross/Blue Shield of Michigan Community Blue PPO Option - 1 Plan, the Blue Care Network of Michigan (BCN-1) HMO Plan, or the Paramount Health Care of Michigan (PHC-1) HMO Plan.

"See Attachment 6 for the specific language the Employer proposes be inserted in the new contract."

Attachment 6 referenced in the last offer contains the following provision:

"B. Effective-(upon the date of the arbitrator's award in MERC Case No. D97 C-0412) the Employer agrees to provide each regular, full-time employee and their eligible dependents the traditional Blue Cross-Blue Shield PSG-1, hospital, medical, surgical benefits with Master Medical Option (\$150/\$300; 80/20%) with D45-NM, ML, and FAE-RC riders, preferred RX \$10.00 co-pay (mail order drugs at 50% of co-pay), or the option of participating in the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan, Blue Care Network of Michigan (BCN-1) HMO Plan, or the Paramount Health Care of

AWARD - HEALTH INSURANCE RETIREE HEALTH CARE FUND

The Union's last offer of settlement regarding retiree health care fund is adopted, and hence, the status quo shall continue.

Mario Chiesa 11-25-2000
Mario Chiesa
Neutral Chairperson
James J. Greening (support)
Union Delegate
151 Support
Employer Delegate

HEALTH INSURANCE - PPO/HMO OPTIONS

The Employer's last offer of settlement in this matter appears as follows:

"In addition to its traditional Blue Cross-Blue Shield PSG-1 Plan, the Employer proposes that all employees be afforded the option of participating in the Blue Cross/Blue Shield of Michigan Community Blue PPO Option - 1 Plan, the Blue Care Network of Michigan (BCN-1) HMO Plan, or the Paramount Health Care of Michigan (PHC-1) HMO Plan.

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Michigan (PHC-1) HMO Plan, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the respective plans. Coverage shall commence at or on the employee's ninetieth (90th) day of continuous employment."

The Union's last offer of settlement reads as follows:

"The Union would agree to the addition of Preferred Provider or Health Maintenance Organization (PPO/HMO) health care plans as optional programs 'at the employee's discretion, with the understanding that employees have the guaranteed right to return to the current BC/BS Traditional at any time.'

"The remaining aspects of Article 13, Section 1 shall remain status quo."

The following statement appears in the Union's brief:

"As indicated in the Union's Last Best Offer, the Union would agree to the addition of the Preferred Provider or Health Maintenance Organization (PPO/HMO) health care plans, so long as these are optional programs 'at the employee's discretion with the understanding that employees have the guaranteed right to return to the BC/BS Traditional at any time.'

"There really is no controversy regarding this issue, except perhaps for the disclaimer sought by the Union. In order for these programs to be truly optional, the unit believes that the above disclaimer should be applicable. Thus, while it is agreed that the PPO/HMO health care plans can be optional programs to some extent, the decision for the Panel is to determine whether or not the above disclaimer should be attached. If, of course, the Panel determines that it should not attach, the offer as written results in maintaining the status quo."

The following appears in the Employer's brief:

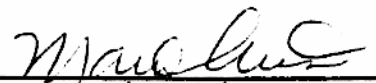
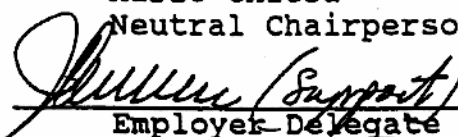
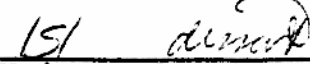
"Argument in Support of Employer's Last Best Officer: There is no substantive difference in the parties' last best offers on this issue with the exception of the employees' right to change plans at any time. Under the Employer's proposal, employees would have the right to change plans in accordance with the provisions of

the respective plans. These provide employees the right to change programs during the annual open enrollment period, when there is a loss of spousal benefits, etc. The County's proposal is the more carefully crafted of the two and should therefore be adopted by the panel."

The parties' positions present a rather unique situation. The Union wants language in the contract which would allow an employee to return to traditional Blue Cross/Blue Shield "at any time." The Employer's language would allow change in the program during the annual open enrollment period, when there is a loss of spousal benefits, etc. There is absolutely no evidence in this record indicating that any Blue Cross policy, and specifically that provided to the members of this bargaining unit, allows a change in coverage "at any time." Given the fact that the parties are in agreement on the availability of a PPO/HMO option, and the fact that the Employer's proposal allows a change in program in accordance with the provision of the respected plans, the Employer's last offer of settlement will be adopted.

AWARD - HEALTH INSURANCE PPO/HMO OPTIONS

The Employer's last offer of settlement regarding health insurance/PPO/HMO options is forthwith adopted.

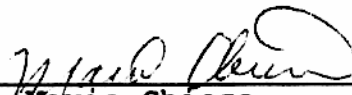
 4-25-2000
Mario Chiesa
Neutral Chairperson
 4/24/00
Employer Delegate

Union Delegate

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AWARD - HEALTH INSURANCE PPO/HMO OPTIONS

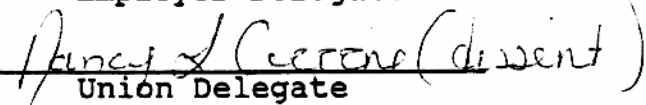
The Employer's last offer of settlement regarding health insurance/PPO/HMO options is forthwith adopted.

 4-28-2000

Mario Chiesa
Neutral Chairperson

B/S Support

Employer Delegate

 (dissent)

Union Delegate

HEALTH INSURANCE - CHANGES IN DEDUCTIBLES FOR
TRADITIONAL MASTER MEDICAL COVERAGE

The Employer proposes that the deductibles for master medical coverage be increased from \$100/200 to \$150/300 and that the co-pay for prescription drugs be increased from \$5.00 to \$10.00 (with a \$5.00 mail order option). The Union's position is to maintain the status quo.

The data regarding internal comparables shows that most of the employee groups within Monroe County have \$150/300 deductible. However, there are various amounts related to the co-pay for prescription drugs, depending upon the plan, and varying among the traditional plans.

An examination of the data in the comparable communities indicates that all of them, with the exception of Berrien County at \$150/300, and Bay County where the co-pay varies, have \$100/200 deductible. Further, all of them have less than a \$6.00 prescription co-pay, although Berrien County pays 90% after the deductible and the provision in Bay County varies. It is noted that some of the counties provide that the employees contribute to medical coverage.

While there is a suggestion in the testimony that there would be a cost savings in adopting the Employer's last offer of settlement, it is not entirely clear how much of a cost savings there would be. While certainly uniformity may be an attribute, the cost of not being uniform within the scheme of the counties' health care plans isn't known.

A careful analysis of the entire record convinces the panel that the status quo should continue, and hence, the Union's last offer is accepted.

AWARD- HEALTH INSURANCE - CHANGES IN DEDUCTIBLE
FOR TRADITIONAL MASTER MEDICAL COVERAGE

The Union's last offer of settlement regarding change in the deductible and drug co-pay is adopted, and hence, the status^{quo} shall continue. *4/25/00*

Mario Chiesa H-28-2000
Mario Chiesa
Neutral Chairperson

Ed Sargent
Union Delegate

William (Dorant) 4/24/00
Employer Delegate

MISCELLANEOUS

There were other issues entertained by the parties which were withdrawn prior to the hearing or at the hearing. These included duration, members' rights, retroactivity (which the parties settled), vacation, term of the contract (which was settled), duty disability language, etc.

Furthermore, attached hereto and made a part hereof is Exhibit A, which is the Union's last offer of settlement, and Exhibit B, which is the Employer's last offer of settlement.

A careful analysis of the entire record convinces the panel that the status quo should continue, and hence, the Union's last offer is accepted.

AWARD- HEALTH INSURANCE - CHANGES IN DEDUCTIBLE
FOR TRADITIONAL MASTER MEDICAL COVERAGE

The Union's last offer of settlement regarding change in the deductible and drug co-pay is adopted, and hence, the status^{quo} shall continue.

Mario Chiesa 11-28-2000
Mario Chiesa
Neutral Chairperson
Jane L. Gecine (support)
Union Delegate
BS/ [Signature]
Employer Delegate

MISCELLANEOUS

There were other issues entertained by the parties which were withdrawn prior to the hearing or at the hearing. These included duration, members' rights, retroactivity (which the parties settled), vacation, term of the contract (which was settled), duty disability language, etc.

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

POLICE OFFICERS LABOR COUNCIL
and COUNTY OF MONROE COMMAND
OFFICERS

Union

-and-

MERC Act 312 Case No: D97 H-0412

COUNTY OF MONROE,

Employer

MARIO CHIESA, Chairperson
NANCY CICCONE, Union Delegate
JAMES GREENE, Employer Delegate

UNION'S LAST OFFER OF SETTLEMENT

Union Issues:

1. WAGES (EXHIBIT A)

The Union requests the following wage increases, effective as of each corresponding date:

Effective 1/1/98	4% across the board
Effective 1/1/99	3% across the board
Effective 1/1/00	3% across the board

As exhibited by the effective dates, the Union requests full retroactivity of the wage increases.

2. **LONGEVITY (EXHIBIT B)**

The Union wishes to modify Section C of EXHIBIT B to read as follows:

[Effective 1/1/98, employees covered by this Agreement with five (5) or more years of continuous service with the County as of December 1st of any calendar year shall receive longevity pay of One Hundred Twenty Five (\$125.00) Dollars, plus an additional sum of Seventy Five (\$75.00) Dollars for each additional year of service in excess of five (5) years.

3. **SICK DAYS (Article 9, Section 4)**

The Union requests to modify Article 9, Section 4 as follows:

The contract language reads:

All employees of the bargaining unit shall receive six (6) "sick days" annually, to be credited as of January 1st of each year. ~~Such annual "sick days" shall not accumulate from one year to the next, but~~ [At] the end of each year the employee may receive payment at his/her regular hourly rate for 100% of all such unused annual "sick days," or may opt to bank all unused "sick days" to be paid according to contract upon termination of employment.

• • •

At the time of the employee's ~~termination of employment or retirement~~, the employee will receive payment for 100% of all such unused days as accumulated in his/her "sick day bank." Said payment will be calculated at the hourly rate of the employee at the time of his/her ~~termination or retirement~~.

4. **RETIREMENT (Article 13, Section 4(b))**

The Union requests to modify the eligibility requirements of Section 4(b) as follows:

[Effective the date of award], employees covered by the terms of this Agreement will be eligible for retirement after twenty five (25) years of service, regardless of age.

5. **RETIREMENT (Article 13, Section 4(a))**

The Union requests to modify Section 4(a) as follows:

[Effective the date of award], the pension plan is to be computed by taking two and one-half (2.50%) percent of the employee's final average compensation multiplied by the years of service not to exceed seventy five (75%) percent of the final average compensation. . . .

6. **RETIREMENT (Article 13, Section 4(new))**

The Union withdraws this issue.

7. **RETIREMENT (Article 13, Section 4(d) new)**

[Effective the date of award], employees who have earned either CETA or EEA time with the County shall have the option of purchasing such time for retirement credit purposes at their own cost.

8. **MEMBERS RIGHTS LANGUAGE**

This issue was withdrawn by the Union prior to hearing.

9. **RETROACTIVITY OF BENEFITS**

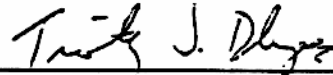
The issue of retroactivity was discussed and resolved at the conclusion of the Act 312 hearing.

8. DUTY DISABILITY (EXHIBIT C)

This issue was withdrawn by the County prior to hearing.

Respectfully submitted,

JOHN A. LYONS, P.C.



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Dated: July 19, 1999

RE: COUNTY OF MONROE AND POLC ACT 312; MERC CASE NO. D97 C-0412

The Employer hereby submits its Last Best Offer as to each outstanding issue in dispute in the above entitled matter:

1. Wages -- 1/1/98 -- 12/31/98: The Employer proposes a 1% increase in the base wage rates set forth in the schedule expiring 12/31/97, as referenced in Union Exhibit 1 - Tab 2 - Page 36).

See Attachment 1 for the specific wage schedule proposed by the Employer for 1998.

2. Wages -- 1/1/99 -- 12/31/99: The Employer proposes a 3% increase in the base wage rates proposed herein for 1998, as described in section 1 above.

See Attachment 2 for the specific wage schedule proposed by the Employer for 1999.

3. Wages -- 1/1/2000 -- 12/31/2000: The Employer proposes a 3% increase in the base wage rates proposed herein for 1999, as described in section 2 above.

See Attachment 3 for the specific wage schedule proposed by the Employer for 2000.

4. Longevity -- The Employer proposes no change from the parties' former contract. (Refer to Union Exhibit 1 - Tab 2 - page 37 (Exhibit B)).

See Attachment 4 for the specific language the Employer proposes be continued in the parties' new contract.

5. Sick Days -- The Employer proposes no change from the parties' former contract. (Refer to Union Exhibit 1 - Tab 2 - page 19).

See Attachment 5 for the specific language the Employer proposes be continued in the parties' new contract.

6. Health Insurance -- Changes to the County's traditional health insurance coverage.

The Employer proposes that the deductibles for Master Medical coverage be increased from 100/200 to 150/300 and that the co-pay for prescription drugs be increased from \$5.00 to \$10.00 (with the \$5.00 mail order option).

See Attachment 6 for the specific language proposed by the Employer for inclusion in the new contract.

7. Health Insurance -- PPO/HMO Options.

In addition to its traditional Blue Cross-Blue Shield PSG-1 Plan, the Employer proposes that all employees be afforded the option of participating in the Blue Cross/Blue Shield of Michigan Community Blue PPO Option - 1 Plan, the Blue Care Network of Michigan (BCN-1) HMO Plan, or the Paramount Health Care of Michigan (PHC-1) HMO Plan.

See Attachment 6 for the specific language the Employer proposes be inserted in the new contract.

8. Health Insurance -- Retiree Health Care Fund

The Employer proposes that all employees who are hired, transferred or otherwise placed in the bargaining unit after the date of the arbitrator's award in this matter be required to contribute 3% of their base pay to a retiree health care fund.

See Attachment 6 for the specific language proposed by the Employer for inclusion in the new contract.

9. Retirement -- Age Requirement

The Employer proposes no change from the parties' former contract. (Refer to Union Exhibit 1 - Tab 2 - page 27.)

See Attachment 6 for the specific language the Employer proposes be continued in the parties' new contract.

10. Retirement -- Multiplier

The Employer proposes an increase in the retirement multiplier from 2.25% to 2.50% for all years of service (maximum benefit of 75%). (Refer to Union Exhibit 1 - Tab 2 - page 27.)

See Attachment 6 for the specific language the Employer proposes be continued in the parties' new contract.

11. Retirement -- C.O.L.A. Adjustments

The Employer proposes no change from the parties' former contract. (Refer to Union Exhibit 1 - Tab 2 - page 27.)

See Attachment 6 for the specific language the Employer proposes be continued in the parties' new contract.

12. Retirement -- C.E.T.A./E.E.A.

The Employer proposes that employees be permitted to purchase up to a maximum of five (5) years C.E.T.A./E.E.A. service time credit for retirement purposes.

See Attachment 6 for the specific language the Employer proposes be inserted in the parties' new contract.

13. Holidays

The Employer proposes no change from the parties' former contract. (Refer to Union Exhibit 1 - Tab 2 - page 22.)

See Attachment 7 for the specific language the Employer proposes be continued in the new contract.

14. Duration

The Employer proposes a three year contract commencing 1/1/98 and expiring 12/31/2000.

See Attachment 8 for the specific language proposed by the Employer for inclusion in the new contract.

ATTACHMENT 1

EXHIBIT A

MONROE COUNTY
COMMAND OFFICERS WAGE SCALE
January 1, 1998

JOB CLASSIFICATION

Captain: Annual Salary.....\$53,913.60
Hourly Salary.....\$25.92

Lieutenant: Annual Salary.....\$49,920.00
Hourly Salary.....\$24.00

0 - 6 Months

Sergeant: Annual Salary.....\$36,108.80
Hourly Salary.....\$17.36

6 - 12 Months

Annual Salary.....\$38,272.00
Hourly Salary.....\$18.40

12 - 18 Months

Annual Salary.....\$40,539.20
Hourly Salary.....\$19.49

18 - 24 Months

Annual Salary.....\$43,097.60
Hourly Salary.....\$20.72

Maximum

Annual Salary.....\$45,926.40
Hourly Salary.....\$22.08

ATTACHMENT 2

EXHIBIT A

MONROE COUNTY
COMMAND OFFICERS WAGE SCALE
January 1, 1999

JOB CLASSIFICATION

Captain: Annual Salary.....\$55,536.00
Hourly Salary.....\$26.70

Lieutenant: Annual Salary.....\$51,417.60
Hourly Salary.....\$24.72

0 - 6 Months

Sergeant: Annual Salary.....\$37,190.40
Hourly Salary.....\$17.88

6 - 12 Months

Annual Salary.....\$39,416.00
Hourly Salary.....\$18.95

12 - 18 Months

Annual Salary.....\$41,766.40
Hourly Salary.....\$20.08

18 - 24 Months

Annual Salary.....\$44,387.20
Hourly Salary.....\$21.34

Maximum

Annual Salary.....\$47,299.20
Hourly Salary.....\$22.74

ATTACHMENT 3

EXHIBIT A

MONROE COUNTY
COMMAND OFFICERS WAGE SCALE
January 1, 2000

JOB CLASSIFICATION

Captain: Annual Salary.....\$57,200.00
Hourly Salary.....\$27.50

Lieutenant: Annual Salary.....\$52,956.80
Hourly Salary.....\$25.46

0 - 6 Months

Sergeant: Annual Salary.....\$38,313.60
Hourly Salary.....\$18.42

6 - 12 Months

Annual Salary.....\$40,601.60
Hourly Salary.....\$19.52

12 - 18 Months

Annual Salary.....\$43,014.40
Hourly Salary.....\$20.68

18 - 24 Months

Annual Salary.....\$45,718.40
Hourly Salary.....\$21.98

Maximum

Annual Salary.....\$48,713.60
Hourly Salary.....\$23.42

ATTACHMENT 4

EXHIBIT B

LONGEVITY PAY PLAN

The County agrees to make longevity payments for continuous service with the County to all employees covered by this Agreement who meet each of the following eligibility requirements:

- A. Longevity pay adjustments are to be based upon continuous service with the County determined as of December 1 of each calendar year;
- B. Employees with less than five (5) years of continuous service with the County as of December 1 of any calendar year shall receive no longevity pay;
- C. Employees covered by this Agreement with five (5) or more years of continuous service with the County as of December 1 of any calendar year shall receive longevity pay of \$125.00, plus an additional sum of \$25.00 for each additional year of continuous service in excess of five (5) years;
- D. Employees shall not be entitled to any longevity pay if their employment or seniority with the County is terminated for any reason prior to December 1 of any calendar year;
- E. If an employee does not receive compensation for at least one thousand (1,000) hours during the twelve (12) month period immediately preceding December 1 of each calendar year, no longevity pay shall be due for that calendar year;
- F. Any employee whose salary is paid by the United States of America or any of its agencies, the State of Michigan or any of its agencies and/or is supplemented by the County, is not entitled to longevity pay.

ATTACHMENT 5

ARTICLE 9

SICK PAY BENEFITS

Section 9.1 All employees of the bargaining unit are covered by the County of Monroe's short and long term disability plan. The amount of disability income benefits provided for eligible employees shall be 67% of the employee's gross basic monthly earning, with a maximum monthly benefits of \$4,000.00 and a minimum monthly benefit of \$100.00. Such gross basic monthly earnings will be calculated based upon the number of regular scheduled hours such employee would otherwise have worked, exclusive of overtime. An employee will be eligible for disability benefits under the provisions of this Article after a waiting period of one (1) day for accidents and seven (7) calendar days for illness. An employee who continues to be disabled may draw disability benefits for up to a maximum of two (2) years. After such two (2) year period, all benefits will cease.

Section 9.2 An employee will not be eligible for disability benefits unless he/she is under the care of a physician who certified, in writing, that said employee is disabled from performing his/her job responsibilities. Such written certification must be provided to the Human Resource Supervisor and must indicate what specific physical or mental limitations or restrictions disable the employee from so performing such responsibilities, and the length of time that such employee is expected to be disabled. The County has the unlimited right, in its sole discretion, to offer "favored work" to any employee so disabled, so long as such "favored work" is within the employee's limitations and restrictions as certified. The County will attempt to offer such "favored work" within the Monroe County Sheriff's Department. The Sheriff will make every attempt to make such "favored work" offer consistent with the employee's present shift assignment, however, he may direct the employee to perform such "favored work" assignments on another shift, if necessary. Any employee who refuses such "favored work" offer will not be eligible for disability benefits. Any employee performing such "favored work" will be compensated in accordance with Exhibit "A" of this Agreement.

Section 9.3 The County retains the unlimited right to direct any employee, at any time, as a condition of receiving disability benefits, to an examining physician of its designation. Such examination will be at the County of Monroe's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for examination and evaluation. This physician will be selected by the County's physician and the employee's physician and his/her examination will be at County expense. The opinion of such physician will be final and binding on the parties herein and all further reexaminations as may be directed by the County as to said employee will be done by such physician.

Section 9.4 All employees of the bargaining unit shall receive six (6) "sick days" annually, to be credited as of January 1st of each year. Such annual "sick days" shall not accumulate

from one year to the next, but at the end of each year the employee shall receive payment at his/her regular hourly rate for 50% of all such unused annual "sick days". Employees may utilize such annual sick days only if the employee or someone on his/her behalf notifies the department before he/she is scheduled to report to work on each day that he/she will be absent from work, unless it is physically impossible for such report to be made. The Sheriff may require a physician's certificate showing that the use of such annual sick days was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform his/her regular work duties. The requirement of a physician's certificate for use of such annual sick days shall not apply to absences of one or two days unless such short periods of absence are habitual with the employee. Employees must exhaust their annual "sick days" before receiving disability benefits pursuant to the provisions of this Article. In addition, any employee who has earned and accumulated "sick days" in his/her "sick day bank" under provisions of previous collective bargaining agreements will keep all such accumulated "sick days" in his/her "bank". Said employee may, as an alternative to receiving disability benefits under the provisions of this Article, utilize such "sick days". At the exhaustion of said employee's "sick bank", he/she may apply for and receive disability benefits under the provisions and limitations of this article. Documentation of the employee's decision to utilize such "sick day bank" must be provided, in writing, to the Human Resources Supervisor, at the time of disability. At the time of the employee's termination of employment or retirement, the employee will receive payment for 50% of all such unused days as accumulated in his/her "sick day bank". Said payment will be calculated at the hourly rate of the employee at the time of his/her termination or retirement.

Section 9.5 Any employee who received disability benefits pursuant to this Article will continue to accrue seniority as defined in Article 7 of this Agreement for up to a maximum period of one year.

At the end of such one (1) year period, if the employee continues to be disabled, he/she shall have his/her seniority frozen and will receive no further employment benefits beyond such one (1) year period with the specific exception if insurance benefits pursuant to Article 13 of this Agreement and sick and accident benefits under this article. The employee, if he/she continues to be disabled, will be eligible to receive disability benefits pursuant to this Article for up to the maximum period to two (2) years. At the end of such two (2) year period, if the employee is unable to return to and perform his/her regular job responsibilities without limitations or restrictions, said employee will have his/her seniority terminated and receive no further benefits pursuant to this Agreement.

If the County so directs, any employee receiving disability benefits pursuant to this Article may be required to apply for other income benefits for which he/she may be eligible. The County of Monroe's obligation to provide disability benefits pursuant to this Article shall be subject to reduction by any of the following other income benefits for which the employee may receive:

1. Social Security disability benefits

2. Worker's Compensation benefits
3. Pension benefits
4. Disability benefits under any "no fault" automobile reparation insurance law.

Documentation of such application for, denial and/or receipt of, such benefits must be promptly provided to the Human Resources Supervisor.

Section 9.6 In the event that an employee receives benefits pursuant to the provisions of this Article, and it is determined that said employee was not ill or disabled or has in any way misused such benefits and/or falsified his/her condition, said employee will be subject disciplinary action up to and including discharge. No employee shall engage in any gainful employment whatsoever while they are receiving disability benefits pursuant to the provisions of this Article unless they have obtained the prior written approval of the Human Resource Supervisor. Any employee who has improperly received benefits pursuant to the provisions of this Article must, in addition to any discipline that may be imposed, reimburse the County for the amount of such benefits as improperly received.

Section 9.7 No employee will be returned to employment, with the exception of "favored work" as defined in Section 9.2 herein, after the receipt of disability benefits pursuant to this Article, unless he/she has provided a physician's certification that he/she is capable for resuming his/her job responsibilities without limitations or restrictions. Such physician's certification must be presented, in writing, to the Human Resource Supervisor.

ATTACHMENT 6

ARTICLE 13

INSURANCE

Section 13.1 Insurance Program The County shall establish and maintain during the term of this Agreement an Insurance Program providing the insurance as outlined in this section below. The County will enter into a master policy or policies with an insurance company or companies of its choice to provide such insurance coverage. The County, the Labor Council, and all employees covered by this agreement shall be bound by the terms of the master policy. When an employee becomes eligible for insurance, he may subscribe for such insurance and will at the same time execute and cause to be delivered to the County such documents as may be required in connection with such insurance coverage the benefits for the term of the agreement to be as follows:

INSURANCE PROGRAM

For eligible employees only:

- A. Life insurance with double indemnity.
 - \$25,000.00 for sworn deputies, provided, however, if a sworn deputy is permitted to continue working subsequent to age 65, the life insurance benefit to which he shall be entitled as of his 65th birthday and thereafter shall be \$12,500.
- B. Effective January 1, 1979, employees covered by this Agreement will be eligible to participate in the County Optical Insurance Program currently in effect for County employees, the provisions being as outlined in Section 13.5 below. Such participation shall be upon the same terms and conditions as other County employees.
- C. Effective January 1, 1980, the County will provide a 75-25 Co-Pay Dental Plan through a carrier of its choice equal to Blue Cross Dental Plan 3.

For County Pension retirees who retired on or after January 1, 1973, only:

- A. Life Insurance - \$4,000.00.

For eligible employees, employee's spouse and/or eligible dependents:

- B. Effective-(upon the date of the arbitrator's award in MERC Case No. D97 C-0412) the Employer agrees to provide each regular, full-time employee and their eligible dependents the traditional Blue Cross-Blue Shield PSG-1, hospital, medical, surgical benefits with Master Medical Option I

(\$150/\$300; 80/20%) with D45-NM, ML, and FAE-RC riders, preferred RX \$10.00 co-pay (mail order drugs at 50% of co-pay), or the option of participating in the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan, Blue Care Network of Michigan (BCN-1) HMO Plan, or the Paramount Health Care of Michigan (PHC-1) HMO Plan, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the respective plans. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment.

Hospitalization for Retirees

Effective January 1, 1985, hospitalization insurance, including Dental and Optical Riders, shall be provided by the Employer to any Sheriff's Department employee covered by this Agreement retiring on or after January 1, 1985. The covered retired employee shall have the same insurance coverage provided him/her that he/she had while employed by the Sheriff's Department. If the retiree is eligible or secures insurance coverage elsewhere, the Employer's obligation will supplement such coverage if it is less than County policy provides under this Agreement. If the subsequent source of coverage is equal to or exceeds County policies, the County will not duplicate such coverage and its obligations under this Agreement shall cease until the time that such subsequent source of coverage no longer is equal to or exceeds County policies.

The insurance benefits set forth in this section above are subject to all provisions of Article 13 of the Collective Bargaining Agreement.

Retiree Health Care Fund

The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The Employer shall annually budget sufficient funds to contribute to the Retiree Health Care fund, based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums.

Employees hired, transferred, or otherwise placed into this bargaining unit after (the date of the arbitrator's award in MERC Case No. D97 C-0412) shall contribute 3.0% of their base pay to this fund. Such monies shall be payable bi-weekly and deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and eligible dependents. If the employee quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the accumulated interest thereon as determined by the Employer.

Section 13.2 Eligibility Full-time employees shall be eligible for the insurance coverage provided herein and such insurance coverage shall become effective on the ninetieth (90th) continuous day of employment. All employees who are eligible as of the execution of this

Agreement shall be covered as of the effective day of this Agreement. Continued eligibility to receive insurance coverage shall be governed by the specific provisions of this Agreement. In the event insurance coverage is terminated as to any employee and the employee subsequently becomes re-eligible for such insurance coverage, the coverage shall become effective as of the first day of the respective policy month following the date he becomes re-eligible. In the event an employee is killed in the line of duty, insurance coverage shall be provided to said employee's spouse until the time that he/she shall remarry or secure insurance coverage from another source, and to said employee's dependent children until the time they reach the age of nineteen (19) years or insurance coverage is available from another source.

Section 13.3 Claims All claims shall be filed through the Human Resources Department. Each employee is responsible for notifying that office of any change in his status which might affect his insurance coverage or benefits.

Section 13.4 Retirement The County agrees to maintain the Monroe County Employees Retirement Plan now in effect during the term of this Agreement for all employees covered by this Agreement who are present participants in the Plan or who become eligible for participation during the term of this Agreement.

- A. The pension plan is to be computed by taking two and one-half percent (2.5%) of the employee's final average compensation multiplied by the years of service not to exceed seventy-five (75%) of the final average compensation. An employee can select any three (3) consecutive years out of his/her last ten (10) years of service for the purpose of determining his/her final average compensation.
- B. For employees covered by the terms of this Agreement, the eligibility requirements of sixty (60) years of age and eight (8) or more years of service or fifty (50) years of age and twenty-five (25) years of service.
- C. Effective January 1, 1985, employees shall at retirement be allowed to withdraw the contributions they have made into the retirement system and will subsequently receive an actuarially reduced pension in accordance with actuarial computations based upon the assumption rate contained in the actuary's report for the period of time immediately preceding the employee's retirement.
- D. Employees who were employed by the County under the Comprehensive Employment Training Act (CETA) and/or the Emergency Employment Act (EEA) immediately preceding and continuous with their current employment with the County may purchase CETA/EEA service credit for purposes of retirement under the Monroe County Employees Retirement System, subject to the following terms and conditions:
 - 1. An employee shall be entitled to credited service for periods of CETA/EEA service lasting thirty (30) or more days;

2. Service credited an employee under this provision shall not exceed five (5) years;
3. Credited service shall not be granted for periods which are or could be used for obtaining or increasing a benefit from another federal, state or local publicly supported retirement system.
4. The employee purchasing CETA and/or EEA service credit shall pay the Retirement System the actuarial determined cost of the benefit at the time of the purchase. Payments tendered pursuant to this provision may not be refunded.
5. Employees may purchase CETA and/or EEA service credit by lump-sum payment or by payroll deduction in equal bi-weekly installments over a period not exceeding the period of time being purchased.
6. All payments toward the purchase of CETA and/or EEA service credit must be completed not later than ninety (90) days preceding the employee's actual retirement.
7. Service credit shall not be credited to an employee until the full amount due has been paid to the Retirement System.
8. The Board of Trustees shall determine the employee's eligibility and the amount of service eligible for purchase by the employee and shall resolve any disputes with respect to amount of service claimed by the employee.
9. Employee applications for CETA and/or EEA credited service shall be submitted to the Employer's Human Resource Department on form(s) provided by the Retirement System's Board of Trustees.
10. The Employer's Human Resources Department shall review the employee's application for completeness, attach available documentation relating to the claimed eligible service, and forward same to the Retirement Board of Trustees.
11. All purchases of service credit shall be reported to the Actuary and shall be included in future actuarial reports and determinations.
12. Payments made to the Retirement System for the purchase of service credit shall be credited to the reserve for Employer contributions.

Section 13.5 Vision Care - Schedule of Allowances Examination or survey and analysis in any one period of twelve (12) consecutive months. \$35.00 for employees and their dependents.

Frames	\$ 40.00
Lenses (per pair):	
Single Vision	\$ 30.00

Bifocal (Single)	\$ 45.00
(Double)	\$ 75.00
Trifocal	\$ 65.00
Lenticular Including Aspheric	\$125.00
Contacts	\$125.00

In no case shall benefits be provided more than once in any twelve (12) consecutive months for the purchase of glasses. No benefits shall be payable hereunder with respect to:

- a) Services rendered as a result of sickness or injury arising out of and in the course of employment.
- b) Services required by the Employer as a condition of employment or rendered through a medical department clinic, or other similar service provided or maintained by the Employer.
- c) Sunglasses, even if by prescription.
- d) Contact lenses unless the visual acuity cannot be made 20/70 or better with spectacle lenses but can be so improved with contact lenses.
- e) Services covered in whole or in part under the Primary Contract or provided for the Subscriber under any other group coverage furnished by or arranged through any employer.
- f) Services rendered after the date the Subscriber ceases to be covered hereunder.

ATTACHMENT 7

ARTICLE 10

HOLIDAYS

Section 10.1 Full-time employees who meet all of the eligibility rules set forth in this Article shall be eligible for holiday pay for the following holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Good Friday - (After 12 noon to end of regular scheduled shift)
Easter Day
Memorial Day
Independence Day
Labor Day
Columbus Day - (if allowed by statute)
Veteran's Day
Thanksgiving Day
Christmas Day
Christmas Eve Day
New Year's Eve

Section 10.2 Employees shall be entitled to holiday pay provided they meet all of the following eligibility rules:

- A. The employee must work the last scheduled work day before and the next scheduled work day after the holiday or the day of observance of the holiday, unless he has an excused absence or is on vacation.
- B. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- C. The employee must have at least ninety (90) days of employment with the Employer.

Section 10.3 Holiday Pay All employees covered by this Agreement will receive their regular hourly pay on the above named holidays when not working and their regular hourly pay, plus time and one-half on the above named holidays when working. For those employees assigned to twenty-four (24) hour, seven (7) day per week operations, Christmas Eve, Christmas, New Year's Eve and New Year's day shall be observed on the actual holiday.

ATTACHMENT 8

ARTICLE 16

TERM OF AGREEMENT

Section 16.1 This Agreement shall become effective as of January 1, 1998, and shall remain in full force and effect until 11:59 P.M., December 31, 2000, and for successive yearly periods thereafter, unless notice is given in writing by either the Labor Council or the County or the Sheriff, given to the other party at least sixty (60) days prior to December 31, 2000, or any anniversary date thereof, of its desire to amend, modify, or terminate the Agreement. If such notice is given, this Agreement shall be open to amendment, modification, or termination as such notice may indicate on January 1, 2000, or the subsequent anniversary date, as the case may be.