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5-18-84

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION

In the Matter of the Statutory Arbitration Between:

COUNTY OF ALLEGAN,

-and-

Case No. G82-H-1601

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

\*\*\*\*\*

ARBITRATION OPINION AND AWARD

\*\*\*\*\*

Compulsory Arbitration Panel:

Mark J. Glazer, Chairperson  
Michael Ward, County Panel Member  
William Birdseye, Association Panel Member

Appearances:

For the Employer:

Michael F. Ward, Attorney at Law, Jacobs and Ward

For the Association:

William Birdseye, Police Officers Association of Michigan

MARK J. GLAZER, ATTORNEY AT LAW, ARBITRATOR • 3705 W. MAPLE ROAD • BIRMINGHAM, MICHIGAN 48010. [313] 443-2013

## BACKGROUND

On December 22, 1982 the Police Officers Association of Michigan petitioned for arbitration pursuant to 1969 PA 312, which provides for binding arbitration in police and fire cases. Act 312 establishes a three person panel consisting of delegates from the Employer, the Union, and one neutral selected by the Michigan Employment Relations Commission. This panel selects one of the last best offers of the parties on economic issues, and exercises its discretion on non-economic issues.

The Collective Bargaining Agreement between POAM and the County of Allegan expired on June 30, 1982, and collective bargaining and state sponsored mediation proved unsuccessful. On May 6, 1983 the impartial chairperson was selected by the Michigan Employment Relations Commission. A pre-arbitration conference was scheduled to attempt a reconciliation of the issues and to establish procedural rules for the arbitration hearing. On September 14 and 15, 1983, an arbitration hearing was held in the City of Allegan. Testifying for the Association were Ann Mauer, a Labor Economist and Business Agent for POAM, Robert Sutka, President of the Local and a Bargaining Unit Member, and William Fletcher and Beverly Fletcher of the Bargaining Unit. Leland Buck, a County Commissioner, testified for the Employer.

Testimony and exhibits were presented on the following issues:

1. Duration of the Contract
2. Wages
3. Pension

4. Longevity pay
5. Sick leave accumulation and sick leave payout
6. Vacation
7. Dental insurance
8. Work schedules

In addition, the parties presented evidence regarding comparable communities for purposes of the Act 312 statute. The Association submitted Kent, Kalamazoo, Ottawa, Van Buren, and Berry Counties as comparables. The Employer presented Berry, Branch, Cass, Eton, Iona, St. Joseph, and Van Buren Counties as comparables.

The parties stipulated on the record that the issues before the panel were limited to those as certified by the Michigan Employment Relations Commission. Following the hearing, by stipulation, the last best offers of the parties were submitted in writing. They are appended to this Award and made a part of the permanent record of this proceeding as Appendices A and B.

On October 27, 1983 the panel met in executive session to discuss the proposed Award. At that time it was decided that additional financial data was required on the retirement issue from the actuaries. A study was undertaken by the Actuaries Gabriel, Rodder, Smith and Company which was submitted on January 9, 1984. This study has been stipulated into the record and is attached to this Award as Appendix C. Subsequently, post-hearing briefs were filed and the panel conferred prior to the final draft of this Award.

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Section 8 of 1969 PA 312 states that "...as to each economic issue, the arbitration panel shall adopt the last offer of settlement, which, in the opinion of the arbitration panel, more nearly complies with the applicable factors described in Section 9." Those Section 9 factors are:

- (a) The lawful authority of the employer.
- (b) Stipulation of the parties
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these 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 the private employment.

The panel, in evaluating these Section 9 factors, is not required to give each of them equal weight, but rather must evaluate the relative importance of each and must consider them as interrelated parts. As the Supreme Court stated in City of Detroit v DPOA, 408 Mich 410 (1980); 294 NW 2nd 68, 97:

The Legislature has neither expressly nor implicitly evidenced any intention in Act 312 that each factor in Section 9 be accorded equal weight. Instead, the Legislature has made their treatment, where applicable, mandatory on the panel through the use of the word "shall" in Section 8 and 9. In effect then, the Sec. 9 factors provide a compulsory checklist to ensure that the arbitrators render an award only after taking into consideration those factors deemed relevant by the Legislature and codified in Sec. 9. Since Sec. 9 factors are not intrinsically weighted, they cannot of themselves provide the arbitors with an answer. It is the panel which must make the difficult decision of determining which particular factors are most important in resolving a contested issue under the singular facts of a case, although, of course, all "applicable" factors must be considered.

Each of the issues will be considered individually. Initially, there will be a discussion of the comparables employed by the panel.

#### COMPARABILITY

The County argues that Berry, Branch, Cass, Eton, Iona, St. Joseph, and Van Buren are the most comparable counties to Allegan on the basis that all are under one hundred thousand in population with a SEV (State Equalized Valuation) under one billion; that they are all part of the same Southwestern Michigan group that is employed by the Michigan Association of Counties, and that they are all rural without a large city. This last characteristic, according to the County, affects the type of police work required by a sheriff's department. The County suggests that Kalamazoo, Kent, and Ottawa Counties, which are proposed by the Association, are inappropriate because they have large urban areas, and a much larger SEV and population.

The Association contends that Kent, Kalamazoo, Ottawa, Van Buren,

and Berry Counties are comparable because they all border Allegan County and as a result, compete for the same deputies. Further, the Association suggests that these counties have similar law enforcement problems along their common borders, and in particular, along the Lake Michigan shoreline. The Association also regards Allegan as being in a strong economic position because it is third in per capita SEV among its comparables, and it is only \$23.00 below Kalamazoo County in SEV. Allegan County, notes, however, that the average per capita SEV for its comparables nearly equals the per capita SEV for Allegan. The Association maintains that while the County argues that the Association is unfairly comparing Allegan to much larger, urban counties, the same can be said for the Employer through its choice of smaller counties as its comparables.

The entire list of comparables from both the Employer and the Association are in the same geographic area. While there are differences in SEV, the urban/rural configuration, and in population, all of the counties have similarities with Allegan; Ottawa shares a common border and has similar law enforcement problems on the Lake Michigan shoreline; Kent and Kalamazoo Counties share boundaries; and Iona, St. Joseph, Cass, and Eton, while they do not border Allegan, are close in population and rural characteristics. The comparables have the same form of government, and the parties agree that Van Buren and Berry Counties are comparable to Allegan. Accordingly, there is not basis on either the record or in the statute for rejecting any of the comparables submitted.

#### ISSUE 1

#### DURATION OF THE CONTRACT

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The Employer requests an eighteen month contract ending December 31, 1983; the Association requests a twenty-four month contract ending June 30, 1984. According to the Association, an eighteen month contract will deprive its members of rights and benefits since that contract will have expired when this Award is issued. The Employer maintains that the rest of its employees now work a December 31 contract, which is the end of the County's fiscal year. It argues that the present June 30th contract was a temporary experiment for the command officers and this unit and that it has proven to be unsuccessful.

#### Discussion

All of the bargaining units in Allegan County, with the exception of the Sheriff Department Deputies, have contract that expire on December 31, which is the end of the County's fiscal year. Historically, the bargaining units have terminated their contracts at the same time, and an Award of the County's position would represent a return to this practice. There are efficiencies for the County in negotiating its contract concurrently which are not offset by any commensurate gain to the deputies. Accordingly, the County should have its position adopted on this issue.

#### Award

The County's last best offer on duration of the agreement is awarded.

### ISSUE II

#### WAGES

The Association requests an across the board increase of nine percent from July 1, 1982 through June 30, 1983. In the second year of the contract it requests three percent on July 1, 1983 through September 30, 1983 and on October 1,

1983 it asks for 2.5 percent through December 31, 1983. The Board offers a seven percent pay increase for the period from July 1, 1982 through December 31, 1983.

The Employer argues that any Award in excess of its seven percent wage offer would negatively effect the historic relationship between the deputies and the Sheriff's Department Command Officers (the command officers have settled for a seven percent increase). It further contends that the Association's wage package would markedly improve Allegan's position relative to the other comparable communities and that it fails to take into consideration Allegan's favorable pension structure (unlike other counties, Allegan deputies do not make a contribution to their pension fund). The Employer maintains that the Association's offer is at odds with the consumer price index which increased three percent in the first year of the proposed agreement and four percent during the second. Finally, it states that it is unfair and unreasonable to provide the Allegan deputies with a better contract than the other County employees who settled for a seven percent increase.

The Association contends that its last best offer of nine percent comes the closest to preserving Allegan's position among the Employer's comparables and that its offer is the closest to the average of its comparables. In addition, the Association believes that its final offer would result in the deputies neither gaining nor losing purchasing power (under the Consumer Price Index) at the end of the contract, while it suggests that the Employer's offer would result in a loss of purchasing power for the deputies.

#### Discussion

Both the Employer and the Association argue that their offers come the



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nearest to preserving the status quo, both in terms of the Consumer Price Index and in terms of the comparable communities. However, it is only through the utilization of the Association's offer in the first year and the Employer's in the second that this goal is approached.

During the 1980-1982 Collective Bargaining Agreement there was significant inflation which caused the deputies to find themselves nine percent behind the C.P.I. at the commencement of the present contract. It is a recognized factor in collective bargaining for a Union to seek to "catch up" in a new contract for losses sustained to inflation in the preceding one. The Association's nine percent offer in the first year enables the deputies to catch up with inflation and puts them exactly on the C.P.I. curve at the start of the 1982-1983 contract year (see Union Exhibit, 11). However, the Association's nine percent offer puts them ahead of the curve in the third six months of the eighteen month contract. As a result, the situation that preserves the status quo and maintains the deputies closest to the cost of living index is the Association's offer of nine percent for the first twelve months and the Employer's offer of seven percent in the final six months.

The nine percent increase places the highest paid Allegan deputy at \$21,070.00 at the end of the first year of the agreement. This moves Allegan ahead of Van Buren County on the Association's comparables, but otherwise retains Allegan's position behind Kent, Kalamazoo and Ottawa Counties (Berry's Contract expired in July of 1983). On the Employer's comparable data, Allegan moves ahead of Eaton when salary is considered for comparison purposes, but as otherwise retains its relative position to the other comparables.

In the next six months, the Employer's seven percent offer comes the closest to maintaining the relative distribution of the comparable communities. As a result, it is reasonable to allow the deputies to "catch up" to inflation at the beginning of the Contract, while adjusting downward for lower inflation to the Employer's offer at the end of the Contract.

#### Award

The Association's last best offer is awarded for the first twelve months of the Contract. The Employer's last best offer is awarded for the next six months of the Contract.

### ISSUE III

#### PENSION

The MMERS C-2 Pension Plan was agreed to by the County and the Command Unit during their contract negotiations: by law, this benefit is applicable to the deputies. The Association now asks in this proceeding for the MMERS 47F waiver which permits employees to retire at age 55. The County offers the same plan that was presented to the Command Officers.

According to the Association, its comparables permit deputies to retire at age 55 or younger. The County replies that only two counties have a MMERS plan with a 47F waiver, and in both cases, the deputies must contribute to the plan (in the Association's last best offer, the deputies would not be required to contribute).

#### Discussion

The comment to the actuarial data found in Appendix 3 indicates that

the first year cost to the County for the 47F waiver would be 2.44 percent of the payroll or \$22,232.00. Insofar as the deputies are predominately below retirement age the increased costs to the County would not be balanced by a commensurate gain to the bargaining unit. In addition, an added cost to the Employer is not justified in light of the wage gain by the deputies.

#### Award

The last best offer of the Employer on pensions is awarded.

#### ISSUE IV

#### LONGEVITY

The Association requests an improvement in longevity pay of \$100.00 at the twenty year level, an accelerated increase to \$400.00 at the ten year level, and the commencement of benefits at six rather than seven years of service. The County offers the same program that is presently in place for its other employees. A review of the comparables reveals an interesting situation: the Association comparables have slightly inferior longevity plans, while the Employer's are better on average.

The longevity payments must be considered together with the plan of compensation that has previously been awarded. Under this analysis, it can be seen that the Association increases would do more than to restore the buying power to the deputies in the first year of the contract and that it would cause the relative position of the deputies to markedly improve in regard to the other comparable counties. Accordingly, to preserve the overall compensation plan in this case, increases sought by the deputies should not be awarded.

Award

The last best offer of the Employer on the issue of longevity pay is awarded.

ISSUE V

SICK LEAVE - ACCUMULATION;  
SICK LEAVE - PAYOUT

The current contract pays deputies fifty percent of their salary for up to sixty unused sick days at the time of their death or retirement. The Association requests an increase in the number of accumulated sick days from sixty to ninety.

The deputies lose their unused sick days if they quit or if they are discharged. The Association, in its final offer, would pay the deputies twenty-five percent of their salary if they were separated from employment under these circumstances. The Employer resists this benefit.

The Association maintains that the other comparable communities are for the most part more generous in regard to the number of sick days that they allow and in the circumstances in which they permit them to be utilized. The Employer concedes that most of the comparables allow more accumulated sick leave; however, it suggests that when the entire program of sick leave accumulation and payout is considered, Allegan fairs well among the comparable communities.

Discussion

A review of the comparables reveals that in most cases deputies are permitted more than sixty days of accumulated sick leave, and that in some cases they receive a higher payout and benefits even if they quit or if they are discharged. However, in assessing this contractual benefit, the overall package must once again

be considered. Based upon the proofs, the central issue to the Association was the recapture of its buying power that it lost to inflation during the term of the last contract. Under ordinary collective bargaining, the Association's demand is of the type that would be exchanged for improved wages, which occurred in this case.

Moreover, the Association's offer represents a significant added expense to the Employer. It was the rationale of the award on wages to bring the deputies compensation in line with the cost of living. An award of the Association's position on this issue would defeat the rationale of the award on wages since it would present more dollars to the bargaining unit. Accordingly, even though many of the comparables had more generous sick leave plans, the last best offer of the Employer is appropriate.

#### Award

The Employer's last best offer on sick leave accumulation and payout is awarded.

#### ISSUE VI

#### VACATION

Deputies after five years of service presently receive fifteen days of vacation; the County seeks to retain this provision. The Association seeks to allow twenty vacation days for deputies with ten years of service.

The Association contends that all of its comparable communities permit more than fifteen days of vacation time at some point during a deputies career. It also suggests that all of the Employer's comparables have a better vacation benefit package than Allegan's.

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The Employer argues that the deputies negotiated in the past the present plan which provides for fifteen vacation days after five years instead of after seven, which is the plan that is applicable to other county employees. In exchange the deputies gave up the benefit of twenty days of vacation after twelve years of service which is enjoyed by the other county employees. The Employer further argues that the majority of comparables do not permit twenty vacation days after ten years of service.

#### Discussion

The current benefit of fifteen vacation days after five years of service is particularly useful to this bargaining unit since Allegan has a young department with a relatively low period of service. Thus although many of the comparables enjoy more vacation time at the higher end of service, this benefit is not particularly meaningful to the Allegan deputies. Also, the increased cost of the additional vacation days is not justified in terms of the previously awarded compensation plan. Accordingly, the Employer should prevail on this issue.

#### Award

The last best offer of the Employer on the issue of vacations is awarded.

#### ISSUE VII

#### DENTAL INSURANCE

The Association requests the addition of an orthodontic rider to the present dental plan: this rider would be fully paid by the Employer. Currently, the County pays seventy-five percent of the premium for a Delta Dental Plan. The Employer asks that the current plan remain in effect.

None of the comparables has an orthodontic rider. The Association, however, argues that unlike its comparables, Allegan requires its employees to pay part of the dental premium. The Employer maintains that two of its comparables do not offer any dental coverage, and that Allegan's present coverage is superior to any of the other programs.

#### Discussion

A review of the comparables reveals that Allegan's current dental plan compares favorably, and that an orthodontic rider would represent a new type of benefit. While the panel is not precluded from awarding benefits that are not presently enjoyed by the comparables, its omission militates against its inclusion in this award. Further, the additional cost of this plan to be born by the Employer would disturb the overall compensation plan set forth in this award, and accordingly the Employer's offer should be adopted.

#### Award

The Employer's last best offer on the issue of dental insurance is awarded.

### ISSUE VIII

#### WORK SCHEDULES

The Association asks that language be added to the contract whereby work schedules would be posted thirty days in advance for a ninety day period. The County opposes this proposal.

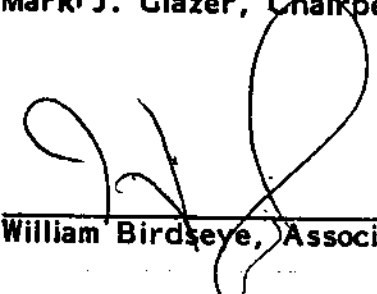
This a non-economic issue, and therefore the panel is not required to award one of the last best offers of the parties. Testimony at the hearing revealed

that the Association and the County are close to resolving this matter. Accordingly, there is no apparent need for contractual language on this issue and the parties should be directed to engage in further negotiation.

Award

The issue of work schedules is remanded for the parties to engage in further negotiations.

  
Mark J. Glazer, Chairperson

  
William Birdseye, Association Panel Member

Michael Ward, Employer Panel Member

Dated: April 24, 1984



IN THE MATTER OF  
ARBITRATION UNDER ACT 312  
PUBLIC ACTS OF 1969  
AS AMENDED

BEFORE: MARK J. GLAZER, IMPARTIAL CHAIRMAN

ALLEGAN COUNTY COMMISSIONERS  
AND SHERIFF OF ALLEGAN COUNTY

- and -

MERC Case No. G82 H-1601

POLICE OFFICERS ASSOCIATION OF  
MICHIGAN

UNION'S FINAL OFFER  
OF SETTLEMENT

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN  
24133 Southfield Road  
Southfield, Michigan 48075  
(313) 569-8075

## ARBITRATION ISSUES

### Economic Issues

#### Union

1. Duration
2. Retroactivity
3. Wages
4. Pension
5. Longevity
6. Sick Leave - Accumulation
7. Sick Leave - Pay Out
8. Vacations
9. Dental

#### Employer

10. Pension - Change of Source of Plan
11. Insurance - Change of Carriers

### Non-Economic Issues

#### Union

12. Work Schedules

UNION ECONOMIC ISSUES #1

DURATION

Union's Final Offer of Settlement:

The terms of the Contract shall be effective from July 1, 1982 until June 30, 1984 unless otherwise specified by the Union.

UNION ECONOMIC ISSUE #2

RETROACTIVITY

Union's Final Offer of Settlement:

All economic issues awarded to the Union shall be retroactive to July 1, 1982 unless otherwise specified by the Union.

# UNION ECONOMIC ISSUE #3

## WAGES

Union's Final Offer of Settlement for a two year contract, July 1, 1982 through June 30, 1984:

## APPENDIX A

Effective July 1, 1982, through June 30, 1983  
[Represents 9% across the board]

	<u>START</u> <u>A</u>	<u>6 MOS</u> <u>B</u>	<u>1 YEAR</u> <u>C</u>	<u>2 YEARS</u> <u>D</u>	<u>3 YEARS</u> <u>E</u>	<u>4 YEARS</u> <u>M1</u>	<u>5 YEARS</u> <u>M2</u>
440 DEPUTY	6.25 13,000	6.44 13,395	8.43 17,534	8.92 18,554	9.61 19,989	9.88 20,550	10.13 21,070
442 SECRETARY/ STATS	6.16 12,813	6.32 13,146	6.45 13,416	6.79 14,123	7.36 15,309	7.54 15,683	7.74 16,099
445 SECRETARY/ PAYROLL CLERK	5.93 12,334	6.08 12,646	6.18 12,854	6.53 13,582	7.31 15,205	7.51 15,621	7.70 16,016
460 RECORDS & I.D. CLERK	5.57 11,586	5.67 11,794	5.82 12,106	6.13 12,750	6.62 13,770	6.77 14,082	6.95 14,456
430 DETECTIVE					<u>START</u> 10.41 21,653	<u>4 YEARS</u> <u>M1</u> 10.66 22,173	<u>5 YEARS</u> <u>M2</u> 10.92 22,714

Effective July 1, 1983 through October 30, 1983  
[Represents 3% across the board]

	<u>START</u> <u>A</u>	<u>6 MOS</u> <u>B</u>	<u>1 YEAR</u> <u>C</u>	<u>2 YEARS</u> <u>D</u>	<u>3 YEARS</u> <u>E</u>	<u>4 YEARS</u> <u>M1</u>	<u>5 YEARS</u> <u>M2</u>
440 DEPUTY	6.44 13,395	6.63 13,790	8.68 18,054	9.19 19,115	9.90 20,592	10.18 21,174	10.43 21,694
442 SECRETARY/ STATS	6.34 13,187	6.51 13,541	6.64 13,811	6.99 14,539	7.58 15,766	7.77 16,162	7.97 16,578
445 SECRETARY/ PAYROLL CLERK	6.11 12,709	6.26 13,021	6.37 13,250	6.73 13,998	7.53 15,662	7.74 16,099	7.93 16,494
460 RECORDS & I.D. CLERK	5.74 11,939	5.84 12,147	5.99 12,459	6.31 13,125	6.82 14,186	6.97 14,498	7.16 14,893
430 DETECTIVE					<u>START</u> 10.72 22,298	<u>4 YEARS</u> <u>M1</u> 10.98 22,838	<u>5 YEARS</u> <u>M2</u> 11.25 23,400

Effective November 1, 1983 through February 29, 1984  
[Represents 2½% across the board]

	START A	6 MOS B	1 YEAR C	2 YEARS D	3 YEARS E	4 YEARS M1	5 YEARS M2
440 DEPUTY	6.60 13,728	6.80 14,144	8.90 18,512	9.42 19,594	10.15 21,112	10.34 21,507	10.69 22,235
442 SECRETARY/ STATS	6.50 13,520	6.67 13,874	6.81 14,165	7.16 14,893	7.77 16,162	7.96 16,557	8.17 16,994
445 SECRETARY/ PAYROLL CLERK	6.26 13,021	6.42 13,354	6.53 13,582	6.90 14,352	7.72 16,058	7.93 16,494	8.13 16,910
460 RECORDS & I.D. CLERK	5.88 12,230	5.99 12,459	6.14 12,771	6.47 13,458	6.99 14,539	7.14 14,851	7.34 15,267
430 DETECTIVE					START 10.99 22,859	4 YEARS M1 11.25 23,400	5 YEARS M2 11.53 23,982

Effective March 1, 1984 through June 30, 1984  
[Represents 3% across the board]

	START A	6 MOS B	1 YEAR C	2 YEARS D	3 YEARS E	4 YEARS M1	5 YEARS M2
440 DEPUTY	6.80 14,144	7.00 14,560	9.17 19,074	9.70 20,176	10.45 21,736	10.65 22,152	11.01 22,901
442 SECRETARY/ STATS	6.70 13,936	6.87 14,290	7.01 14,581	7.37 15,330	8.00 16,640	8.20 17,056	8.42 17,514
445 SECRETARY/ PAYROLL CLERK	6.45 13,416	6.61 13,749	6.73 13,998	7.11 14,789	7.95 16,536	8.17 16,994	8.37 17,410
460 RECORDS & I.D. CLERK	6.06 12,605	6.17 12,834	6.32 13,146	6.66 13,853	7.20 14,976	7.35 15,288	7.56 15,725
430 DETECTIVE					START 11.32 23,546	4 YEARS M1 11.59 24,107	5 YEARS M2 11.88 24,710

Wages will be figured based on the above hourly rates. In the normal progression, all steps are automatic to the employee in that classification. The County Sheriff will certify these steps at the proper time.

Wages to be retroactive to July 1, 1982.

Retroactivity payments to be made to all bargaining unit employees on the payroll as of the date of arbitration hearing, September 14, 1983.

Union's Final Offer of Settlement for an eighteen (18) month contract, July 1, 1982 through December 31, 1983:

APPENDIX A

Effective July 1, 1982, through June 30, 1983  
[Represents 9% across the board]

	<u>START</u> <u>A</u>	<u>6 MOS</u> <u>B</u>	<u>1 YEAR</u> <u>C</u>	<u>2 YEARS</u> <u>D</u>	<u>3 YEARS</u> <u>E</u>	<u>4 YEARS</u> <u>M1</u>	<u>5 YEARS</u> <u>M2</u>
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Effective July 1, 1983 through September 30, 1983  
[Represents 3% across the board]

	<u>START</u> <u>A</u>	<u>6 MOS</u> <u>B</u>	<u>1 YEAR</u> <u>C</u>	<u>2 YEARS</u> <u>D</u>	<u>3 YEARS</u> <u>E</u>	<u>4 YEARS</u> <u>M1</u>	<u>5 YEARS</u> <u>M2</u>
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445 SECRETARY/ PAYROLL CLERK	6.11 12,709	6.26 13,021	6.37 13,250	6.73 13,998	7.53 15,662	7.74 16,099	7.93 16,494
460 RECORDS & I.D. CLERK	5.74 11,939	5.84 12,147	5.99 12,459	6.31 13,125	6.82 14,186	6.97 14,498	7.16 14,893
430 DETECTIVE					<u>START</u> 10.72 22,298	<u>4 YEARS</u> <u>M1</u> 10.98 22,838	<u>5 YEARS</u> <u>M2</u> 11.25 23,400

Effective October 1, 1983 through December 31, 1983  
 [Represents 2½% across the board]

	START A	6 MOS B	1 YEAR C	2 YEARS D	3 YEARS E	4 YEARS M1	5 YEARS M2
440 DEPUTY	6.60 13,728	6.80 14,144	8.90 18,512	9.42 19,594	10.15 21,112	10.34 21,507	10.69 22,235
442 SECRETARY/ STATS	6.50 13,520	6.67 13,874	6.81 14,165	7.16 14,893	7.77 16,162	7.96 16,557	8.17 16,994
445 SECRETARY/ PAYROLL CLERK	6.26 13,021	6.42 13,354	6.53 13,582	6.90 14,352	7.72 16,058	7.93 16,494	8.13 16,910
460 RECORDS & I.D. CLERK	5.88 12,230	5.99 12,459	6.14 12,771	6.47 13,458	6.99 14,539	7.14 14,851	7.34 15,267
430 DETECTIVE					START 10.99 22,859	4 YEARS M1 11.25 23,400	5 YEARS M2 11.53 23,982

Wages will be figured based on the above hourly rates. In the normal progression, all steps are automatic to the employee in that classification. The County Sheriff will certify these steps at the proper time.

Wages to be retroactive to July 1, 1982.

Retroactivity payments to be made to all bargaining unit employees on the payroll as of the date of arbitration hearing, September 14, 1983.



UNION ECONOMIC ISSUE #4

PENSION

Union's Final Offer of Settlement:

Add to contract:

Bargaining unit employees who are permitted according to MMERS' provisions shall be covered by the Michigan Municipal Employees Retirement System, (Act No. 135, Public Acts of 1945, as amended), at benefit level C-2 with the waiver of Section 47f which provides for no reduction in pension for those retirants less than age 60, but at least 55 years of age, with 15 or more credited years of service.

Bargaining unit employees who may be excluded by MMERS from the above provision shall be covered at benefit level C-1 within the same plan.

Pension to be effective last day of contract.

UNION ECONOMIC ISSUE #5

LONGEVITY

Union's Final Offer of Settlement:

APPENDIX "A"  
LONGEVITY

Employees who have completed six (6) or more years of employment with the County of Allegan shall receive a once a year lump sum payment of two hundred dollars (\$200.00) as longevity pay. Employees who have completed ten (10) or more years of employment with the County of Allegan shall receive a once a year lump sum payment of three hundred dollars (\$300.00) as longevity pay. Employees who have completed fifteen (15) or more years of employment with the County of Allegan shall receive a once a year lump sum payment of four hundred dollars (\$400.00) as longevity pay. Employees who have completed twenty (20) or more years of employment with the County of Allegan shall receive a once a year lump sum payment of five hundred dollars (\$500.00) as longevity pay. For the purposes of determining longevity pay only, an employee who works an annual average of sixty (60) or more hours per pay period shall be paid the full longevity payment. An employee who works an annual average of forty (40) or more hours per pay period shall be paid one-half ( $\frac{1}{2}$ ) of the longevity payment. An employee who works an annual average of less than forty (40) hours per pay period shall receive no longevity pay. The longevity payment shall be paid in December of each calendar year.

Longevity to be retroactive to July 1, 1982.

UNION ECONOMIC ISSUE #6

SICK LEAVE - ACCUMULATION

Union's Final Offer of Settlement:

ARTICLE VII - PAID SICK LEAVE

Section 2: Permanent full-time employees who have completed three (3) consecutive months of continuous service shall accumulate paid sick leave credits on the basis of eight (8) hours of paid sick leave for each month of continuous service with a maximum accumulation of seven hundred and twenty (720) hours.

90 days

Sick Leave Accumulation to be retroactive to July 1, 1982.

UNION ECONOMIC ISSUE #7

SICK LEAVE - PAY OUT

Union's Final Offer of Settlement:

ARTICLE VII - PAID SICK LEAVE

Section 8: If and when an employee quits or is discharged from employment with the Allegan County Sheriff Department, the County shall pay the employee at his or her base wage rate for one-fourth ( $\frac{1}{4}$ ) of any unused accumulation of paid sick leave. Employees who retire under the Allegan County retirement program shall be paid at their base wage rate for one-half ( $\frac{1}{2}$ ) of any unused accumulation of paid sick leave as of the date of retirement. If an employee who has quit, retired, or been discharged is subsequently rehired, such employee shall, as any other new employee, accumulate paid sick leave credits as set forth in Section 2 of this Article. In the event an employee is laid off or retires from work, such employee shall, upon return to work, be credited with all the unused sick leave credits that he or she had prior to layoff.

Sick Leave Pay Out to be retroactive to July 1, 1982.

UNION ECONOMIC ISSUE #8

VACATIONS

Union's Final Offer of Settlement:

ARTICLE X - VACATIONS

Section 1: Regular, full-time employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

- (a) When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to five (5) days of paid vacation (forty (40) hours of pay) provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said six (6) months of continuous service.
- (b) Employees who, as of the anniversary date of their last hiring date, have completed one (1) but less than two (2) years of continuous service with the Employer shall be entitled to forty (40) hours of paid vacation.
- (c) Employees who, as of the anniversary date of their last hiring date, have completed two (2) but less than five (5) years of continuous service with the Employer shall be entitled to eighty (80) hours of paid vacation.
- (d) Employees who, as of the anniversary date of their last hiring date, have completed five (5) or more years of continuous service with the Employer shall be entitled to one hundred twenty (120) hours of paid vacation.
- (e) Employees who, as of the anniversary date of their last hiring date, have completed ten (10) or more years of continuous service with the Employer shall be entitled to one hundred sixty (160) hours of paid vacation.

Vacations to be retroactive to July 1, 1982

UNION ECONOMIC ISSUE #9

DENTAL

Union's Final Offer of Settlement:

ARTICLE XI - INSURANCE

Section 1: The County of Allegan shall pay ninety percent (90%) of the ward premium for Blue Cross-Blue Shield coverage for the employee, spouse and children (one person, two person and family policies) which includes basic hospital, medical and surgical benefits, the master medical plan and the prescription drug program. The employee shall pay the remaining ten percent (10%) of said ward premium. The County of Allegan shall pay ninety percent (90%) of the premium for the current coverage provided under the Delta Dental Plan, and the employee shall pay the remaining ten percent (10%). In addition, the County shall pay the full premium for Delta Dental Orthodontic rider, 50/50 plan, \$1,000 lifetime maximum, for employees and their allowable dependents per carrier definition.

Dental to be effective 30 days after date of Award.

EMPLOYER ECONOMIC ISSUE #10

PENSION - CHANGE OF SOURCE OF PLAN

Union's Final Offer of Settlement in Response to Employer Proposal:

The Union desires to retain the Michigan Municipal Employee's Retirement System as the source of the pension plan thereby maintaining the status quo.

EMPLOYER ECONOMIC ISSUE #11

INSURANCE - CHANGE OF CARRIERS

Union's Final Offer of Settlement in Response to Employer Proposal:

The Union desires to maintain the present contract language thereby maintaining the status quo.



UNION NON-ECONOMIC ISSUE #12

WORK SCHEDULES

Union's Final Offer of Settlement:

Add to ARTICLE VIII - HOURS AND WAGES

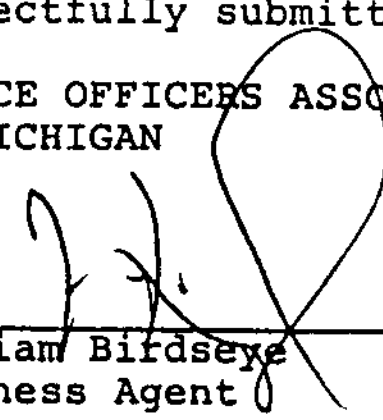
Section 5: Work schedules shall be established for 90 day periods. Each schedule shall be posted 30 days in advance of the effective date.

Work Schedules to be effective date of Award.

Wherefore, the Final Offer of Settlement of the Union is  
tendered in good faith and upon careful consideration.


Respectfully submitted,

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN



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William Birdseye  
Business Agent



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Ann Maurer  
Labor Economist

DATED: September 22, 1983

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION  
Act 312 Arbitration

POLICE OFFICERS ASSO-  
CIATION OF MICHIGAN,

Petitioner,

and

Case No. G82 H-1601

COUNTY OF ALLEGAN and  
ALLEGAN COUNTY SHERIFF,

Respondents.

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EMPLOYER'S LAST BEST OFFER

In accordance with the instructions of the Chairman of the arbitration panel, the County of Allegan and the Allegan County Sheriff submit the following as their last best offer of settlement on each of the issues in dispute.

ISSUE I - DURATION

THIS AGREEMENT shall become effective as of the date of the arbitration award, except in those specific sections ordered effective at an earlier date, and shall remain in full force and effect until the 31st day of December, 1983, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

## ISSUE II - RETROACTIVITY

The wages specified at Appendix A of the contract and the longevity specified at the longevity article of the contract shall become effective as of July 1, 1982, for all employees of the bargaining unit who are employed in the bargaining unit at the time of the issuance of the arbitration award.

## ISSUE III - WAGES

The County of Allegan and the Allegan County Sheriff propose the following Appendix A as their last best offer on wages, if the arbitrator orders a contract which expires December 31, 1983.

### APPENDIX A

Effective July 1, 1982 through December 31, 1983

	<u>Start A</u>	<u>6 Mos. B</u>	<u>1 Year C</u>	<u>2 Years D</u>	<u>3 Years E</u>	<u>4 Years M1</u>	<u>5 Years M2</u>
440 Deputy	6.14 12,772	6.33 13,167	8.28 17,223	8.76 18,221	9.44 19,636	9.70 20,176	9.95 20,696
442 Secretary/ Stats	6.05 12,584	6.21 12,917	6.34 13,188	6.67 13,874	7.23 15,039	7.41 15,413	7.60 15,808
445 Secretary/ Payroll Clerk	5.83 12,127	5.98 12,439	6.07 12,626	6.41 13,333	7.18 14,935	7.38 15,351	7.56 15,725
460 Records & ID Clerk	5.47 11,378	5.57 11,586	5.72 11,898	6.02 12,522	6.50 13,520	6.65 13,832	6.83 14,207
					<u>Start</u>	<u>4 Years M1</u>	<u>5 Years M2</u>
430 Detective					10.22 21,258	10.47 21,778	10.73 22,319

Wages will be figured based on the above hourly rates. In the normal progression, all steps are automatic to the employee in that classification. The County Sheriff will certify these steps at the proper time.

If the arbitrator orders a contract which expires June 30, 1984, then the County of Allegan and the Allegan County Sheriff propose the following Appendix A as its last best offer on wages.

# APPENDIX A

Effective July 1, 1982 through December 31, 1983

	<u>Start A</u>	<u>6 Mos. B</u>	<u>1 Year C</u>	<u>2 Years D</u>	<u>3 Years E</u>	<u>4 Years M1</u>	<u>5 Years M2</u>
440 Deputy	6.14 12,772	6.33 13,167	8.28 17,223	8.76 18,221	9.44 19,636	9.70 20,176	9.95 20,696
442 Secretary/ Stats	6.05 12,584	6.21 12,917	6.34 13,188	6.67 13,874	7.23 15,039	7.41 15,413	7.60 15,808
445 Secretary/ Payroll Clerk	5.83 12,127	5.98 12,439	6.07 12,626	6.41 13,333	7.18 14,935	7.38 15,351	7.56 15,725
460 Records & ID Clerk	5.47 11,378	5.57 11,586	5.72 11,898	6.02 12,522	6.50 13,520	6.65 13,832	6.83 14,207
					<u>Start</u>	<u>4 Years M1</u>	<u>5 Years M2</u>
430 Detective					10.22 21,258	10.47 21,778	10.73 22,319

Wages will be figured based on the above hourly rates. In the normal progression, all steps are automatic to the employee in that classification. The County Sheriff will certify these steps at the proper time.

Effective January 1, 1984 through June 30, 1984

	<u>Start A</u>	<u>6 Mos. B</u>	<u>1 Year C</u>	<u>2 Years D</u>	<u>3 Years E</u>	<u>4 Years M1</u>	<u>5 Years M2</u>
440 Deputy	6.32 13,155	6.52 13,562	8.53 17,740	9.02 18,768	9.72 20,225	9.99 20,781	10.25 21,317
442 Secretary/ Stats	6.23 12,962	6.40 13,305	6.67 13,884	6.87 14,290	7.45 15,490	7.63 15,875	7.83 16,282
445 Secretary/ Payroll Clerk	6.00 12,491	6.16 12,812	6.25 13,005	6.60 13,733	7.40 15,383	7.60 15,812	7.79 16,197

	<u>Start</u> <u>A</u>	<u>6 Mos.</u> <u>B</u>	<u>1 Year</u> <u>C</u>	<u>2 Years</u> <u>D</u>	<u>3 Years</u> <u>E</u>	<u>4 Years</u> <u>M1</u>	<u>5 Years</u> <u>M2</u>
460 Records & ID Clerk	5.63 11,719	5.74 11,934	5.89 12,255	6.20 12,898	6.69 13,926	6.85 14,247	7.03 14,633
					<u>Start</u>	<u>4 Years</u> <u>M1</u>	<u>5 Years</u> <u>M2</u>
430 Detective					10.53 21,896	10.78 22,431	11.05 22,989

Wages will be figured based on the above hourly rates. In the normal progression, all steps are automatic to the employee in that classification. The County Sheriff will certify these steps at the proper time.

#### ISSUE IV - PENSION

The Employer shall pay the employee contribution to the County Pension Plan. The Pension Plan shall be upgraded to the C-2 Plan for employees in the deputy classification (440) in this bargaining unit who retire on or after September 1, 1980.

#### ISSUE V - LONGEVITY

The County of Allegan and the Allegan County Sheriff propose the following language be added as an article to the contract in replacement of the longevity language of the existing contract.

Section 1: Employees who have completed seven (7) or more years of employment with the County of Allegan shall receive a once a year lump sum payment of two hundred dollars (\$200.00) as longevity pay. Employees who have completed fifteen (15) or more years of employment with the County of Allegan shall receive a once a year lump sum payment of four hundred dollars (\$400.00) as longevity pay. For the purposes of determining longevity pay only, an employee who works an annual average of sixty (60) or more hours per pay period shall be paid the full longevity payment. An employee who works an annual average of forty (40) or more hours per pay period shall be paid one-half (1/2) of the longevity payment. An employee who works an annual average of less than forty

(40) hours per pay period shall receive no longevity pay. The longevity payment shall be paid in December of each calendar year.

#### ISSUE VI - SICK LEAVE

Section 1: For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Section 2: Permanent full-time employees who have completed three (3) consecutive months of continuous service shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with a maximum accumulation of sixty (60) days.

Section 3: In order to qualify for sick leave payments, the employee must report to his Supervisor or to the Sheriff not later than four (4) hours after his normal starting time on the first day of absence unless in the judgment of the Sheriff the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- (a) In order to qualify for sick leave payments employees must complete an illness affidavit form supplied by the Employer.
- (b) In order to qualify for sick leave payments in excess of three (3) consecutive work days, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Sheriff.
- (c) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal, at the discretion of the Sheriff, depending upon the circumstances involved.

Section 4: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

- (a) When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor.

- (b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the County and which is compensable under the Michigan Workmen's Compensation Act, after the first day of absence necessitated thereby he shall be entitled to utilize his unused paid sick leave credits to make up the difference between the amount of daily benefit to which he is entitled under such Act and the amount of daily salary he would have received in his own job classification had he worked, but not to exceed the total equivalent of what he would have received in daily pay on an eight (8) hour per day basis.
- (c) Employees shall be allowed two (2) personal leave days per year to be deducted from sick leave provided said leave days do not impair the operational requirements of the department and provided further the employees give the Sheriff at least five (5) working days notice of the desire to take said leave.

Section 5: Qualified employees who furnish proof satisfactory to the Employer that a death has occurred within their immediate family may use their accumulated sick leave for an emergency leave subject to the following limitations:

- (a) Paid emergency leave for the death of a member of an employee's immediate family shall be available in the event of the death of the employee's then current spouse, child, brother, sister, parent, grandparent, mother-in-law, or father-in-law. Relatives other than those herein designated shall not be considered members of the immediate family for the purpose of this subsection. Paid emergency leaves under this subsection shall be limited to three (3) regularly scheduled working days, shall end with the day of the funeral and to be eligible to use unused accumulated sick leave benefits for this purpose the employee must attend the funeral.

Section 6: One (1) day of paid sick leave for permanent ~~Fulltime~~ employees shall be equivalent to eight (8) hours of pay at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested.

Section 7: Whenever sick or emergency leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of sick leave credits.



Section 8: If and when an employee quits or is discharged from his employment, any unused accumulation of paid sick leave shall be cancelled. When an employee retires under the County retirement program he shall be entitled to be paid one-half (1/2) of his accumulated unused paid sick leave as of the date of retirement. If an employee who has quit, retired or been discharged from his employment is subsequently rehired, such employee shall, as any other new employee, accumulate paid sick leave credits as set forth in Section 2 of this Article. In the event an employee is laid off or retires from work he shall, upon his return to work, be credited with all of his unused sick leave credits that he had prior to his layoff.

Section 9: Permanent, part-time employees, working sixteen (16) hours or more per week shall accumulate sick leave credits in proportion to the number of hours employed in relation to regular full-time employees.

#### ISSUE VII - VACATION

Section 1: Regular, full-time employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

- (a) When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to five (5) days of paid vacation (forty (40) hours of pay) provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said six (6) months of continuous service.
- (b) Employees who, as of the anniversary date of their last hiring date, have completed one (1) but less than two (2) years of continuous service with the Employer shall be entitled to five (5) days of paid vacation.
- (c) Employees who, as of the anniversary date of their last hiring date, have completed two (2) but less than five (5) years of continuous service with the Employer shall be entitled to ten (10) days of paid vacation.
- (d) Employees who, as of the anniversary date of their last hiring date, have completed five (5) or more years of continuous service with the Employer shall be entitled to fifteen (15) days of paid vacation.

Section 2: If an employee, who is otherwise eligible for a vacation with pay, quits or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to any anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under the pension plan prior to such anniversary date, he shall receive a pro-rata share (as of the date of retirement) of the vacation pay for which he would have qualified as of the following anniversary date.

Section 3: Vacation paychecks shall be delivered to eligible employees on their last day worked prior to the start of their vacation provided they make written request therefor to the payroll department at least fifteen (15) calendar days in advance of the start of such vacation.

- (a) The Sheriff shall determine the number of employees who can be excused from their departments for vacation purposes at any one time.
- (b) Employees shall be allowed to accumulate and carry over from one year to the next five (5) days vacation. No vacation pay shall be paid in lieu of vacation except with the prior approval of the Sheriff.
- (c) Vacation time off shall not be for periods of less than one (1) calendar week except with the prior approval of the Sheriff.
- (d) If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of the year, preference shall be given to the employees with the greater amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off. In the event an employee cancels his approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.

### ISSUE VIII - DENTAL

The Employer proposes the following language be awarded on dental insurance.

Section 1: The County of Allegan shall pay ninety percent (90%) of the ward premium for Blue Cross-Blue Shield coverage for the employee, spouse and children (one person, two person and family policies) which includes basic hospital, medical and surgical benefits, the master medical plan and the prescription drug program. The employee shall pay the remaining ten percent (10%) of said ward premium. The County of Allegan shall pay ninety percent (90%) of the premium for the Delta Dental Plan and the employee shall pay the remaining ten percent (10%).

### ISSUE IX - WORK SCHEDULES

The Employer proposes that there be no language awarded on the issue of work schedules.

November 17, 1983

The Police Officers Association of Michigan  
Southfield, Michigan

and

The Retirement Board  
Michigan Municipal Employes Retirement System

Dear Sirs:

Submitted in this report are the results of an actuarial valuation made in order to determine the contributions necessary to support (for sworn officers only) waiver of the reduction for early retirement (with 15 years of service) of the Michigan Municipal Employes Retirement System, created by Act No. 135 of the Public Acts of 1945, as amended.

The valuation was based upon the same data as was used in making the December 31, 1982 Annual Actuarial Valuation.

The date of the valuation was December 31, 1982.

The valuation method and assumptions used to determine the additional employer contributions were consistent with those used in making the December 31, 1982 Annual Actuarial Valuation.

Respectfully submitted,

*Alan E. Sonnanstine*  
Alan E. Sonnanstine

AES:ct

#### UNREDUCED BENEFITS UPON EARLY RETIREMENT (Sec. 47F)

A member may retire at age 60 or after if he has 10 or more years of credited service or between age 55 and 60 if he has 15 or more years of credited service. Section 47F provides that the allowance of a member retiring before age 60 shall be reduced  $1/2$  of 1% times the number of months his retirement precedes his 60th birthday. A participating municipality may elect to have the  $1/2$  of 1% reduction waived and provide unreduced benefits upon early retirement. The election may provide that the waiver is limited to members who have 25 or more years of credited service.

Allegan County (Sworn Officers)  
 Contributions to Support Unreduced Benefits Upon Early Retirement  
 With 15 Years of Service

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<u>Contributions for</u>	Computed Contributions Expressed as Percents of Member Payroll			
	<u>Current Service</u>	<u>Accrued Service</u>	<u>Casualty</u>	<u>Totals</u>
Present Plan	9.71%	0.00%	0.45%	10.16%
After waiver of Section 47F	11.31%	0.67%	0.45%	12.43%
Increase				2.27%

Active Member Payroll in Valuation  
 (December 31, 1982 Report)

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<u>Members</u>	<u>No.</u>	<u>Annual Payroll</u>
Plan C-2 Sheriff Dept. members	15	\$337,525

The increase in unfunded accrued liabilities which would result from the waiver of the provisions of Section 47F were amortized over a period of 23 years.