STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
ACT 312, PUBLIC ACTS OF 1969 AS AMENDED

In the Matter of:

MACOMB COUNTY

-and- MERC Case No. D18 I-1038

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL
(Deputies & Dispatches)

Labor Organization

RECEIVED
STATE OF MICHIGAN
AUG 20 2019
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

ARBITRATION PANEL AWARD

Bill Long, Chairman
Howard L. Shifman, County Delegate
Heather Cummings, Union Delegate

APPEARANCES:

FOR MACOMB COUNTY:
Howard L. Shifman, Attorney
Brandon Fournier, Attorney
Andrew McKinnon
Human Resources Director

FOR MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL:
Heather Cummings, Attorney
Sheila Cummings, Attorney
David Willis, FOPLC

Dated August 19, 2019

On December 21, 2018, Michigan Fraternal Order of Police Labor Council Deputies and Dispatchers Union filed for compulsory arbitration pursuant to Act 312 of Public Acts of 1969. The contract expiration date was stated to be December 31, 2019. The number of employees in the Deputy and Dispatcher's unit was listed as 258.

A Hearing was scheduled to take place on August 21, 2019 and exhibits were exchanged with Panel Members and Representatives.

As a result of the above and the Stipulations of the parties authorized under Section 9 of the Act, the Panel issues the following Award:

AWARD

1. **Wages –**

September 7, 2019 increase base wage for all active members of the bargaining unit by 4.00%.

2. **Lump Sum Payment –**

A lump sum payment valued at 4.00% for each active member of the bargaining unit calculated from July 1, 2019-September 6, 2019 on all hours paid, including overtime hours and shift differential, while a member of the bargaining unit since July 1, 2019.

For active members of the bargaining unit hired after July 1, 2019, the lump sum payment is calculated from the date of hire or promotion into the bargaining unit through September 6, 2019, on all hours paid, including overtime hours and shift differential.

The lump sum payment shall be issued no later than the second pay period in October 2019.

William Long
Chairman

Heather Cummings

Union Delegate

Howard L. Shifman
Employer Delegate

Dated: August 19, 2019

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

BUREAU OF EMPLOYMENT RELATIONS

PETITIONING PARTY:
Michigan Fraternal Order of Police Labor Council
Representing Macomb County Deputy and Dispatchers

And

RESPONDING PARTY:
Macomb County and Macomb County Sheriff's Office

MERC CASE NO.: D 18 I-1038 (Act 312)

RECEIVED
STATE OF MICHIGAN
JUN 24 2019
EMPLOYMENT RELATIONS
COMMISSION
DETROIT OFFICE

COMPULSORY ARBITRATION
Pursuant to Public Act 312 of 1969, as amended
[MCL 423.231, *et seq*]

Interim Opinion and Award

Addressing the Issue of the Jurisdiction of this Arbitration Panel to Consider the Issue Presented.

Arbitration Panel
Chair: William E. Long
Employer Delegate: Howard Shifman
Union Delegate: Heather Cummings

Appearances
Attorneys Howard Shifman and Brandon Fournier
Representing Macomb County and Macomb County Sheriff's Office

Attorney Heather Cummings
Representing Michigan Fraternal Order of Police Labor Council

Date of Interim Opinion and Award: June 24, 2019

INTRODUCTION AND BACKGROUND

The Michigan Fraternal Order of Police Labor Council representing all of the approximately 258 full time Deputies and Dispatchers at the Macomb County Sheriff's Office, (referred to as the Union in this Opinion and Award) and Macomb County and Macomb County Sheriff's Office, Michigan (referred to as the Employer in this Opinion and Award) entered into a Collective Bargaining Agreement (CBA) for the period January 1, 2017 through December 31, 2019. Article 38 at page 45 of that Agreement refers to Wages and states: "The Wage Schedule, Appendix A is attached to and a part of this Agreement." Appendix A is included as an attachment to this Interim Opinion and Award. Page 3 of Appendix A specifies the wages to be paid to full time Deputies and Dispatchers for the period January 1, 2019 through December 31, 2019. It provides a one percent increase in wages for both Deputies and Dispatchers and also contains a notation "Wage reopener on Classification and Compensation Study."

The Parties disagree upon the interpretation of that statement. The parties arguments in support of their position on their interpretation of that language will be addressed in more detail later in this Interim Opinion and Award. The short version of their differences is that the Union's position is that in the final year of the contract the bargaining unit members were to receive a 1% wage increase and the contract was to be reopened to negotiate potential further wage adjustments following review of a classification and compensation study that was not available at the time the CBA was agreed to and ratified by the parties. The Employer's position is that the language signifies only that the parties agreed to have discussions concerning the classification and compensation study once it was received and the Employer agreed to the "Wage reopener" notation only to ensure there would be an opportunity for that discussion and the language is not intended to be a wage reopener for the period January 1, 2019 through December 31, 2019.

Additionally, this Interim Opinion and Award will address the Employer's position that the petition for an Act 312 proceeding is not the proper forum or procedure to resolve the interpretation of contract language in an existing CBA. The Employer argues that Michigan Employment law distinguishes "interest disputes," which can involve arbitration of the terms and language to be included in a new collective bargaining agreement in an Act 312 proceeding, from

"grievance" arbitration which is arbitration of disputes involving contract interpretation of existing contracts which are resolved by the parties choosing an arbitrator to rule on whether the contract provisions are being complied with. The Union's position is that the CBA language in Appendix A is clear, and it calls for a wage reopener. The Union characterizes the language as a reopener to consider an amendment to an existing agreement, i.e. wages for the period January 1, 2019 - December 31, 2019, and refers to language in Section 9(1) of Act 312 that authorizes an Act 312 panel to consider amendments to existing CBA's if wage rates, or other conditions of employment, are in dispute. Therefore, the question of whether the Union's petition for Act 312 Arbitration is properly before this Act 312 panel will also be addressed in this Interim Opinion and Award.

But, a brief background describing events leading up to this Interim Opinion and Award is also of value in addressing the issues in this particular case.

- November 17, 2017 - CBA for the period January 1, 2017 through December 31, 2019 ratified by the Union.

- November 30, 2017 - CBA for the period January 1, 2017 through December 31, 2019 ratified by the Employer.

- Approximately February 2018 - Classification and Compensation Study for every position in the County Government and 16th Circuit received by the parties.

- March 14, 2018 - Parties sign CBA for the period January 1, 2017 through December 31 2019. Appendix A is a part of that CBA.

- August 30, 2018 - Employer recommends dates for the parties to meet on wage re-opener on classification and compensation study.

- September 26, 2018 - Parties meet to discuss wage re-opener on classification and compensation study.

- October 23, 2018 - Parties meet to discuss wage re-opener on classification and compensation study.

- October 26, 2018 - Union contacts MERC mediator Strassberg requesting mediation dates.

- December 19, 2018 - parties engage in mediation with mediator Strassberg.

- December 21, 2018 - Union files Petition for Act 312 Arbitration.

- January 28, 2019 - parties engage in mediation with mediator Strassberg.

- February 4, 2019 - MERC appointed this Independent Arbitrator as Chairperson of the Act 312 panel.

- February 14 and March 14, 2019 - Independent Arbitrator and representatives for the parties conduct pre-hearing conferences. At the pre-hearing conferences the parties agreed to the following:

> "On or before April 1, 2019 the parties will confer in an attempt to reach agreement on external comparable communities. On or before April 8, 2019, each party will summit to the other party, with a copy to the Independent Arbitrator, their external comparables. *The parties have agreed that any dispute regarding comparability will be handled on the June 13 hearing date. There will not be a separate date for hearing,*
>
> This will confirm that during the pre-hearing conference discussion the panel member delegates and the Independent Arbitrator acknowledged that the Employer raised a jurisdictional issue regarding submission of the issue and the Petition to hearing before the panel. **The panel member delegates and the Independent Arbitrator agreed that the jurisdictional issue would be resolved preliminary on briefs and Arbitrator decision.**
> - On or before March 25, 2019 the Employer Representative will submit by electronic mail to the Independent Arbitrator and the Union Representative a brief in support of its position on the jurisdiction issue.
> - On or before April 12, 2019 the Union Representative will submit by electronic mail to the Independent Arbitrator and the Employer Representative a brief in response to the Employer's brief.
> - On or before April 29, 2019 the Independent Arbitrator will rule on the jurisdictional issue in dispute and provide that ruling to the parties communities by electronic mail."

- March 25, 2019 - Arbitrator received Employer brief on panel jurisdiction issue.

- April 15, 2019 - Arbitrator received Union brief in response to Employer brief on panel jurisdiction issue.

- April 22, 2019 - Conference call with the panel delegates initiated by the Independent Arbitrator resulted in the Independent Arbitrator remanding the parties for further collective bargaining pursuant to Section 7a of Public Act 312 of 1969 (MCL 423.237a).

- May 13, 2019 - Arbitrator advised by the panel delegates that the parties had reached tentative agreement.

- May 29, 2019 - Arbitrator advised by the panel delegates that the tentative agreement was not ratified by one of the parties.

- June 10, 2019 - Arbitrator received Employer brief in response to Union Reply brief on panel jurisdiction issue.

- June 14, 2019 - Arbitrator received Union brief in response to Employer Reply brief on panel jurisdiction issue.

Following is a summary of the Employer and the Union positions and arguments presented in their briefs in support of their positions on the each of the two issues followed by a discussion and finding on each issue. The two issues are:

1) Does the Act 312 panel have authority to address the issue?
2) If the Act 312 panel has the authority to address the issue, does the language in Appendix A of the CBA require a wage reopener for the period January 1, 2019 through December 31, 2019?

EMPLOYER POSITION

Re: Does the Act 312 panel have authority to address the issue?

The Employer's position is that the parties agreed to the "Wage reopener" notation only to ensure there would be an opportunity for discussion of the Classification and Compensation Study. The Employer says there was no agreement to re-open the CBA Arbitration. The Employer' position is that the language does not require proceedings to modify a specific wage schedule upon receipt of the Classification and Compensation Study as if no wage schedule existed.

The Employer refers to language in Section 3 of the Compulsory Arbitration of Labor Disputes in Police and Fire Departments Act, Act 312 of 1969, MCL 423.233 which states:

> "Whenever in the course of mediation of a public police or fire department employee's dispute,, except a dispute concerning the interpretation or application of an existing agreement (a "grievance" dispute), the dispute has not been resolved to the agreement of both parties within 30 days of the submission of the dispute to mediation, or within such further additional periods to which the parties may agree, the employees or employer may initiate binding arbitration

proceedings by prompt request therefor, in writing, to the other, with a copy to the employment relations commission."

The Employer's position is that the statute distinguishes grievance and contract disputes from "interest disputes" which are resolved through Act 312 processes. The Employer refers to a Michigan Supreme Court case *Ottawa County v Jaklinski,* 423 Mich 1, 14 (1985), which states Interest arbitration "involves arbitration of the terms to be included in a new collective bargaining agreement after the parties have negotiated to impasse. It is different from "grievance" arbitration, which involves "arbitration of disputes arising under an existing collective bargaining agreement." The Employer says Act 312 is not available for resolution of issues regarding the interpretation of an existing or expired CBA and refers to *Local 1518, afscme v St Clair Co Sheriff,* 407 Mich 1, 12 (1979). "The Legislature plainly intended MCL 423.233 only to provide for arbitration of "interest" disputes where the normal process of collective bargaining of the terms of a new contract has broken down." The Employer says this is not such a case. The Employer notes this is not an issue involving a new collective bargaining agreement but instead is a disagreement on the meaning of "Wage re-opener" and, therefore, a contract interpretation dispute which should be resolved through the procedure described in the parties' CBA if at all.

The Employer refers to two other court cases, *Ann Arbor Fire Fighters Ass'n, Local 1733, Int'l Ass'n of Fire Fighters and City of Ann Arbor,* 1990 MERCA Lab Op 528, and *City of Taylor and Police Officers Ass'm of Michigan,* 23 MPER P33 (2010) MERC case in support of it's position. In the *Ann Arbor* case a MERC opinion stated "enforcement and interpretation of collective bargaining agreements, *per se,* are not the functions of [MERC] under PERA. These duties normally fall upon the courts or arbitrators selected by the parties to interpret their agreement." The *City of Taylor* relied heavily on the Ann Arbor case in a similar situation. The Employer argues these cases support the Employer's position that the disputed language in this case does not permit rewriting or a blanket reopening of a CBA that has yet to expire.

The Employer notes that, in this case, if the parties were not moved by the Classification and Compensation Study to modify the existing CBA, the Study's impact on wages is not implemented for either party by an Act 312 proceeding and if either party is dissatisfied with the

result then this can be resolved in the next round of bargaining on an open contract. The Employer says the sole basis for the re-opener was to discuss the Wage Study which has already occurred. And the Employer argues the Arbitrator cannot remake the Wage Scale in the CBA which already included the 1% pay raise, which in essence is what the Union is asking for in the Act 312 proceeding. The Employer position is that the Union's filing of a petition for Act 312 arbitration as if a general wage re-opener existed is faulty and that the petition is defective and therefore the Panel should not proceed on the basis that it lacks jurisdiction to proceed.

In its response to the Union's reply brief, the Employer says even if the Panel could hear a dispute about the contested language in the CBA, the Union failed to provide any authority within the Act 312 statute for the Panel to base its decision on. The Employer says if the parties had agreed or bargained for a traditional wage reopener they would have stated that as they had in previous CBA's. It notes that specific language calling for a "Wage Reopener" was specified in a previous CBA. The Employer, in response to the Union's reply brief, says the Union's reliance on scheduling e-mails sent from the Employer seeking dates for the parties to meet on the subject of "Wage Re-Opener Negotiations" are just that, e-mails. They do not change the language in the CBA.

The Employer's response to the Union's reply brief also takes the position that the Union's statement that "The parties have stipulated to the comparables to be used in deciding the "wage reopener" is faulty. The Employer says there has been no such stipulation by the parties. The Employer also accuses the Union of attempting to have the Act 312 Panel address and re-do the Classification and Compensation Study. The Employer says it is incredible to argue that an Act 312 panel re-litigate and recreate a wage study that took months to complete and the Act 312 panel has no jurisdiction to do so. The Employer's position is that Dismissal of the Petition is the only appropriate action. The Employer requests the Arbitrator determine there is a lack of jurisdiction to proceed on the Act 312 petition filed by the Union.

UNION POSITION

Re: Does the Act 312 panel have authority to address the issue?

The Union's position is that the language in Appendix A of the CBA represents the fact that the parties agreed to use the Classification and Compensation Study (Study) in conjunction

with the wage reopener. The Union notes that Act 312, Sec. 9.(1)(c) factor authorizes the Act 312 panel to base its findings, opinions and order on Stipulations of the Parties. The Union says the language in Appendix A. addressing the wage schedule effective January 1, 2019 - December 31, 2019 specifies a wage for Deputies and Dispatchers but also states: "Wage reopener on Classification and Compensation Study." The Union says the term "Wage reopener" has no alternate meaning and is not diminished because the parties stipulated to the manner in which the wages would be discussed during the reopener.

The Union also argues that the August 30, 2018 e-mail sent by the Employer to the Union proposing several dates for Arbitrator negotiations listing the subject for negotiations as "Wage Re-Opener Negotiations" supports the Union's position that the Employer understood the subject of negotiations included at Wage Reopener. The Union also notes that when the Union contacted the MERC mediator for mediation services the Employer did not object and participated in several meetings and two mediation sessions. The Union notes that at no time during these meetings and mediation sessions did the Employer assert that this dispute was inconsistent with interest arbitration.

The Union contends this Arbitration Panel has jurisdiction to decide this wage dispute pursuant to Act 312 based on MERC rule 423.501(h) which applies to Act 312 and reads: "Dispute" means a disagreement regarding mandatory subjects of bargaining concerning rates of pay, wages, hours of employment, or other conditions of employment."

The Union's reply brief refers to the bargaining history during the bargaining for the current CBA. The Union says both parties were aware the Wage and Compensation Study was being conducted and not in final agreement on the CBA third year wages, but agreed to finalize the CBA , with the language included in Appendix A for the third year of the CBA rather than wait for the release of the Study or file for Act 312 Arbitration. The Union notes that the Employer's lead negotiator during those negotiations left the County in July 2017 and his replacement, the subsequent lead negotiator, left a year later in July of 2018.

The Union says when it agreed to a wage reopener based on the Study it was the intent of the parties to obtain an accurate wage study. In February 2018 the Union saw the Study for the first time and concluded the data listed for the comparable communities was wrong. The Union

points out that the parties met September 28, 2018 to discuss the wage reopener, but the Employer's position on a proposed wage scale had no tie to the Study. A second meeting held between the parties on October 23, 2018 did not resolve differences between the parties and the Union contacted the MERC mediator requesting mediation. The background leading up to this Opinion an Award lists events from that point forward including two sessions with the MERC mediator before this Arbitrator was appointed and a third session with the Mediator following a remand by this Arbitrator at which a tentative agreement was reached.

The Union points out that at no time during the meetings and negotiations prior to this Arbitrator being appointed did the Employer object to the interest arbitration process. The Union argues that contrary to the Employer's assertion that the legislative intent of interest arbitration is for parties who are at impasse negotiating a **new contract,** the statutory language of Act 312 provides for interest arbitration for wage reopeners, i.e, disputes involving current, non-expired CBA's . Section 9 (1) of Act 312 states:

> "If the parties have no collective bargaining agreement or the parties have an agreement and have begun negotiations or discussions looking to a comparables new agreement, **or amendment of the existing agreement, (emphasis added)** and wage rates, or other conditions of employment under the proposed new or **amended agreement** are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, etc."

The Union refers to several Act 312 awards that involve reopeners.

The Union says the parties stipulated to use the Study and the comparables used in the Study as guidance in determining the proper award of wages. The Union says the Employer should be bound by the comparables that were used in the Study. The Union says contrary to the Employer's brief, the contract language is not in dispute, but what is in dispute is what wage scale is appropriate for 2019. The Union says, therefore, the two cases cited by the Employer in its Brief in support of its position are inapplicable. The Union says it is not petitioning MERC to change the agreed upon CBA language, but it has filed for interest arbitration to resolve a dispute after coming to impasse during wage reopener negotiations and mediation using the stipulated comparables and study. The Union requests the Impartial Arbitrator find that MERC's jurisdiction is proper for resolving the wage dispute.

DISCUSSION AND FINDINGS

DISCUSSION

Re: Does the Act 312 panel have authority to address the issue?

A review of the Rules applicable to the administration of the Compulsory Arbitration Act for Labor Disputes in Municipal Police and Fire Departments (Act 312) reveals the following:

> Rule 423.501(h) - Definitions: A to D
> "Dispute" means a disagreement regarding mandatory subjects of bargaining concerning rates of pay, wages, hours of employment, or other conditions of employment."
> Rule 423.507(3)(b) - Arbitration hearing
> "The arbitrator shall do all of the following: (b) Absent mutual agreement, conduct a procedural hearing and advise the parties in writing of the arbitration decision panel's decision on the issues in dispute including duration of the collective bargaining agreement, **jurisdiction of the arbitration panel concerning any disputed issue (emphasis added)** and, if in dispute, whether an issue presented by a party is economic."
> Rule 423.509(2)(e) - Arbitrator; powers and duties
> "In addition to the powers specified in act 312, the panel may do any of the following:
> (e) Dispose of procedural requests or other similar matters."

Additionally, in this case, during the pre-hearing conference following appointment of this Independent Arbitrator , the representatives for the parties agreed to the following:

> "This will confirm that during the pre-hearing conference discussion the panel member delegates and the Independent Arbitrator acknowledged that the Employer raised a jurisdictional issue regarding submission of the issues and the Petition to hearing before the panel. **The panel member delegates and the Independent Arbitrator agreed that the jurisdictional issue would be resolved preliminarily on briefs and Arbitrator decision."**

FINDINGS

Re: Does the Act 312 panel have authority to address the issue?

Based on the above discussion and findings, I conclude the Independent Arbitrator has the authority to address this issue.

DISCUSSION

Does the language in Appendix A of the CBA require a wage reopener for the period January 1, 2019 through December 31, 2019?

The Employer's position is that the "Wage reopener" notation was only to ensure there would be a discussion of the Study and there was no agreement to re-open the CBA for consideration of further wage adjustments for the period January 1, 2019 through December 31, 2019. The Employer also argues this issue should be addressed in a grievance arbitration proceeding, not an Act 312 proceeding.

The Union's position is that the language in Appendix A of the CBA is merely evidence that the parties agreed to use the Study in conjunction with the wage reopener. The Union notes that the Employer engaged in several meetings and mediation sessions with a MERC mediator involving discussion of potential wage adjustments for members of the bargaining unit for the period January 1, 2019 through December 31, 2019 and did not raise the issue of those discussions being outside the purview of an Act 312 panel if they were unsuccessful.

Based upon the positions of the parties in their briefs and the evidence presented in those briefs I believe the weight of evidence favors the Union's position that the Act 312 proceeding is the appropriate forum for resolution of this dispute.

Considering the language alone, which states: "Wage reopener on Classification and Compensation Study" the parties' arguments in support of its interpretation and application tend to favor the Union's view over the Employer's view. The Employer points out that the term "Wage Reopener" did not stand alone in Appendix A as it had in a previous CBA. But one must question why those words were used at all if the intent of the parties was just to have a "reopener" to discuss the Study. How would that discussion be of any value? A more logical interpretation would be that the parties intended a wage reopener considering and/or based upon

the results of the Study. What value would there be for the parties to discuss the Study if it was not to relate to a possible further adjustment of wages for the period January 1, 2019 through December 31, 2019?

The Employer's argument presented in its brief that if the parties were not moved by the Study to modify the existing CBA the parties could address it in the next round of bargaining following the expiration of the current CBA seems impractical. The parties cannot amend a CBA that has expired and the only way to address wage issues would be going forward, which in this case, might result in even more economic uncertainty and acrimony between the parties involving the issue of wages during bargaining for the next CBA.

The Employer's reference to cases involving Court and MERC decisions stating enforcement and interpretation of collective bargaining agreements normally fall upon courts or arbitrators does not necessarily preclude the Independent Arbitrator from deciding this issue. Article 5. H. Step 5.a. of the parties' CBA states:

> "An unresolved grievance, having been processed through Step 4 of the Grievance Procedure, may be submitted to Arbitration by the Union in accordance with this Article. Arbitration shall be invoked by written notice to the County of a Demand to Arbitrate. Upon receipt of a "Demand to Arbitrate," the County and the Union shall attempt to mutually select an Arbitrator. In the event that the parties cannot agree upon an Arbitrator to hear the unresolved grievance within ten (10) days of the "Demand for Arbitration," they shall request the Michigan Employment Relations Commission (MERC) to provide a list of impartial arbitrators in accordance with its applicable rules and regulations."

From a practical standpoint, given the fact that this Independent Arbitrator is on the MERC panel as both a grievance arbitrator and and Act 312 arbitrator, and given the fact that the representatives for the parties have stipulated **"that the jurisdictional issue would be resolved preliminarily on briefs and Arbitrator decision"** it makes sense that the issue be resolved in this proceeding than to require the parties to follow the procedure in the CBA which would result in further delay and cost and likely leave the issue unresolved as the parties enter into negotiations for a new CBA as they approach the end of the current CBA.

For the reasons stated above, I believe based on the evidence and positions put forth by the parties in their respective briefs, that this Act 312 proceeding is an appropriate and proper

proceeding for addressing the issue presented. To be clear, there is only one issue before the Act 312 panel. That is the wages for the period January 1, 2019 through December 31, 2019.

I do want to clarify one item that the Union addressed in its briefs however. The Union says the Employer should be bound by the comparables that were used in the Study. I remind the parties that I received an April 8, 2019 e-mail from the Employer representative on behalf of both parties which summarized the position of each party on Comparable Communities. It stated the following:

> "Counties which have been stipulated to by the Parties to be Comparable
>
> 1. Livingston
> 2. Monroe
> 3. Oakland
> 4. St Clair County
> 5. Washtenaw County
> 6. Wayne County
>
> Macomb County Proposed Comparables Not Agreed to by the Union
>
> 1. Genesee
> 2. Saginaw
>
> Union proposed Communities Not Agreed to by the County
>
> 1. Clinton Township
> 2. Sterling Heights City
>
> Consistent with the agreement of the parties and the Scheduling Order, this will confirm that this issue will be submitted at the hearing on June 13, 2019 for your consideration should you find the Panel has jurisdiction to proceed."

FINDINGS

Does the language in Appendix A of the CBA require a wage reopener for the period January 1, 2019 through December 31, 2019?

Based upon the briefs submitted by the parties and the discussion above I find the language in Appendix A of the CBA does require a wage reopener for the period January 1, 2019 through December 31, 2019. That will be the single issue addressed in an Act 312 Arbitration hearing in MERC Case No. D18 I - 1838 scheduled to be held on August 21, 2019 at the Macomb County Offices , 1 South Main Street, Mt Clemens , MI. The hearing will commence at 10:00 a.m.

SUMMARY

This concludes this Interim Opinion and Award of the Independent Arbitrator in Re: Michigan Fraternal Order of Police Labor Council and County of Macomb MERC Case No. D 18 I -1038 (Act 312).

DATE: June 24, 2019

William E. Long

William E. Long
Independent Arbitrator

APPENDIX A

FOPLC WAGE SCHEDULE

EFFECTIVE JANUARY 1, 2017 – DECEMBER 31, 2017

DEPUTY

Start	$47,997.84
6 months	$49,654.46
12 months	$51,311.09
18 months	$52,967.71
24 months	$54,624.34
30 months	$56,280.98
36 months	$57,937.60
42 months	$59,594.22
48 months	$61,256.44

EFFECTIVE DECEMBER 2, 2017 – DECEMBER 31, 2017

DISPATCHER

Start	$45,782.55
6 months	$47,019.92
12 months	$48,257.28
18 months	$49,494.65

A lump sum payment of $2,100 for Full-Time Dispatchers will be paid the first pay in December 2017 for the 2017 calendar year.

APPENDIX A

FOPLC WAGE SCHEDULE

EFFECTIVE JANUARY 1, 2019 – DECEMBER 31, 2019*

DEPUTY

Start	$49,447.38
6 months	$51,154.03
12 months	$52,860.68
18 months	$54,567.33
24 months	$56,274.00
30 months	$57,980.67
36 months	$59,687.31
42 months	$61,393.96
48 months	$63,106.39

*Wage reopener on Classification and Compensation Study

DISPATCHER

Start	$47,165.18
6 months	$48,439.92
12 months	$49,714.65
18 months	$50,989.39

*Wage reopener on Classification and Compensation Study

53