

MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
BUREAU OF EMPLOYMENT RELATIONS

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COMMAND OFFICERS ASSOCIATION OF MICHIGAN  
COAM or Union

and

SAINT CLAIR COUNTY AND SAINT CLAIR COUNTY SHERIFF  
County or Employer

MERC CASE NO.: 22-I-1767-CB

**COMPULSORY ARBITRATION**

Pursuant to Public Act 312 of 1969, as amended.  
[MCL 423.231, *et seq*]  
"The Act"

**Arbitration Panel**

Chair: Charles Ammeson  
Employer Delegate: Karry Hepting  
Union Delegate: Kevin Loftis

**Advocates**

Employer Advocate: Gary Fletcher  
Union Advocate: Kevin Loftis

PETITION(S) FILED: December 6, 2022  
PANEL CHAIR APPOINTED: December 15, 2022  
SCHEDULING CONFERENCE HELD: December 22, 2022  
HEARING DATE(S) HELD: March 15 and 16, 2023.  
AWARD ISSUED: July 7, 2023

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## **WITNESS LIST**

1. Alan Brzys
2. Karry Hepting
3. Damon Duva
4. Joseph Haslag

## **1. INTRODUCTION AND BACKGROUND**

The parties have a long-standing collective bargaining relationship. In the present matter the Union exclusively represents the bargaining unit of Sergeants, Lieutenants and Captains employed by the St. Clair County Sheriff's Department (Command Officers) with respect to rates of pay, wages, hours of employment and working conditions. It should be noted that the Union state-wide organization also represents the Deputies and Detectives employed by the St. Clair County Sheriff's Department (Police Officers) as well, subject to a collective bargaining agreement with identical duration or similar terms as the subject matter.

From all appearances the parties engaged in good-faith bargaining, but regrettably were unable to reach a full agreement on a successor contract to their latest collective bargaining agreement effective January 1, 2020 through December 31, 2022. Thus, the Union filed a petition for Act 312 Arbitration pertaining to the members of the Police Officers bargaining unit on November 15, 2022 and, also, the Command Officers bargaining unit on December 6, 2022. The parties stipulated that hearings regarding both petitions would be scheduled consecutively, with the Police Officers petition proceeding first, but evidence from both hearings admitted as to both matters.

The Union's issues for both bargaining units were listed as duration, wages, uniform cleaning allowance, increase the maximum number of overtime hours included in retirement final average compensation, retention pay, and hazard pay.

The Chairperson was appointed for the Police Officers matter on November 29, 2022, and on December 15, 2022 for the Command Officers matter. On December 5, 2022, the Arbitrator held a pre-hearing telephone conference for the POAM bargaining unit, and on December 22, 2022, for the COAM bargaining unit. During the pre-hearing conferences for both bargaining units the issues of both parties were identified, scheduling dates for Position Statements, Exhibit exchange, Rebuttal Exhibit exchange, Final Offers of Settlement (FOS), and hearing dates were stipulated to.

After the FOS's were submitted, the parties noted that they were in agreement on the issues of Duration and the issues of a Retention Payment bonus and a Hazard Duty Pay bonus. The parties mutually agreed that these latter issues were resolved, and an award should be entered incorporating the FOS's as to these latter issues.

The parties and their advocates fully cooperated as to pre-hearing matters, and the evidentiary hearings were held on March 15, and March 16, 2023 at the Employer's offices.

At the commencement of the hearing, a number of stipulations were agreed to which included admission of the Nyhart actuarial report, the length of the contract will be three years, ability to pay is not an issue although budget information would be provided, and the off-schedule payments offered by the Employer were agreed to by stipulation. Further, all Exhibits were admitted at the beginning of the hearing, subject to either party arguing against the weight which should be given to exhibits.

## **2. STATUTORY CRITERIA**

The findings, opinion and orders of the panel must be based upon the following factors:

MCL 423.239

Sec.9. (1) If the parties have no collective bargaining agreement or the parties have an agreement and have begun negotiations or discussions looking to a new agreement or

amendment of the existing agreement 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:

(a) The financial ability of the unit of government to pay. All of the following shall apply to the arbitration panel's determination of the ability of the unit of government to pay:

(i) The financial impact on the community of any award made by the arbitration panel.

(ii) The interests and welfare of the public.

(iii) All liabilities, whether or not they appear on the balance sheet of the unit of government.

(iv) Any law of this state or any directive issued under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, that places limitations on a unit of government's expenditures or revenue collection.

(b) The lawful authority of the employer.

(c) Stipulations of the parties.

(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 in both of the following:

(i) Public employment in comparable communities.

(ii) Private employment in comparable communities.

(e) Comparison of the wages, hours, and conditions of employment of other employees of the unit of government outside of the bargaining unit in question.

(f) The average consumer prices for goods and services, commonly known as the cost of living.

(g) 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.

(h) Changes in any of the foregoing circumstances while the arbitration proceedings are pending.

(i) Other factors that 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.

(j) If applicable, a written document with supplementary information relating to the financial position of the local unit of government that is filed with the arbitration panel by

a financial review commission as authorized under the Michigan financial review commission act.

(2) The arbitration panel shall give the financial ability of the unit of government to pay the most significance, if the determination is supported by competent, material, and substantial evidence.

#### Ability to Pay.

Neither the Union nor the Employer took the position that the Employer had no financial ability to pay the FOS's submitted by either. As such, the panel determines that Ability to Pay is not a singularly determinative factor. As such, the Employer's ability to pay has been considered in conjunction with and consistent with the other factors to be considered.

The panel also received evidence that the County received \$30,900,000 in American Rescue Plan Act (ARPA) funds from the Federal government as a result of the COVID 19 pandemic. Those monies are available to the County to be used for a wide variety of purposes, including premium pay for essential workers such as the members of the bargaining unit at hand.

#### Lawful Authority.

There was no evidence presented that any of the FOS's submitted by either party exceeds or does not fall within the lawful authority of the Employer to pay.

#### Stipulations.

The panel agrees that the parties' stipulation to determine wages year by year is an appropriate approach which facilitates presentation of evidence and submission FOS's and provides the panel the best flexibility in determining the issues and crafting an overall award. Given the matching FOSs submitted as to the Duration, Hazard Pay and Retention Pay issues, the panel's determination to endorse and accept same is fully consistent with the best interests of the parties, the public and consistent with the Act.

#### Comparison with Comparable Communities.

The panel observes that the evidence provided the panel, as a whole, is persuasive that the present wages and overall compensation provided by the Employer to bargaining unit members compare favorably to the stipulated comparables. It could be concluded that, as far as the bargaining unit in question, the Employer has historically been a comparable wage/compensation leader. As such, the Employer maintains that the comparables simply do not support the FOS's submitted by the Union. On the other hand, the Union maintains that the historic leadership in wages/compensation has benefited the Employer and the community in attracting and retaining quality officers.

The Employer maintains that the comparability factor is the most pertinent of all factors to consider, while the Union counters that Cost of Living is the most pertinent factor, given that St. Clair has historically elected to be a wage leader.

The panel observes that both arguments have merit but concludes that external comparability is not a singularly determinative factor. As such, the external comparability has been considered in conjunction with and consistent with the other factors to be considered.

#### Internal Comparability.

The panel observes, as far as percentage of wage increase, other County employees, except for the Police Officers unit, have generally settled for the Employer's FOS's, noting that such settlements are for wages during a two-year collective bargaining agreement and do not include a third-year wage increase. As such, the Employer maintains that the factor of Internal Comparability compels a determination in line with the Employer's FOS. The Union counters that police work is to be distinguished from most or all of the other internal employees insofar as bargaining unit positions involved significantly higher risk; are not amenable to remote work afforded many of the internally comparable employees during the Covid Pandemic; and that tighter market supply and demand for bargaining unit positions due to the changing nature and demands of police work are a compelling reason for the panel not to be similarly constrained by the factor of internal comparability.

Again, both arguments have merit and deserve consideration and have been considered in conjunction with and consistent with the other factors to be considered.

#### Cost of Living.

The parties' presentations and arguments pertaining to this factor are the most varied and debatable of all factors. Dr. Haslag, the Employer's Expert Economist, suggests the best estimates of cost-of-living increases for 2023 to 2025 to be 3.5%, 2.5% and 2% respectively are based on the Personal Consumption Expenditures (PCE). See Exhibit 203. His suggested estimates of cost-of-living increases for 2023 to 2025 to be 3.9%, 2.6% and 2.2% respectively are based on the Consumer Price Index. See Transcript Vol. 2, page 180, line 21. The County budgets 4% increases for 2023 to 2025 for tax collections increases. The Michigan House Fiscal Agency suggests estimates of wage increases for 2023 to 2025 to be 5.8%, 3.1% and 4% respectively. See Exhibit 202. The Detroit Consumer Price Index forecast is for cost-of-living increases for 2023 to 2025 to be 4.4%, 2.2% and 2.2% respectively. See Exhibit 202. The Consumer Price Index estimates are for cost-of-living increases for 2023 to 2025 to be 4.4%, 2.4% and 2.3% respectively. See Exhibit 202.

As can be seen, the estimates for 2023 vary by 65%; for 2024 by 81%; and 2025 by 100%. The cumulative range for the three years, 2023 to 2025 is from 8% to 12.9%, a 61% variation.

As can be seen, there is great future uncertainty evidenced by the estimates. Dr. Haslag, as well as the Michigan House Fiscal Agency, acknowledge the uncertainty pointing to the uncertainty of persistent inflation, the Federal Reserve's success at reducing inflation through monetary policy, labor market factors and geopolitical conflict and global economic conditions. See Exhibits 202 and 203. What is certain is that the inflation rate multiplier used by the State of Michigan for real property taxes was 7.9% for 2023, based on an inflation rate for 2022 (capped by statute at 5%). See Exhibit 103. The CPI-U increased 6.5% from December 2021 to December 2022. See Exhibit 108. Social Security benefit increases for 2023 were based on a 2022 Cost of Living Adjustment of 8.7%. See Exhibit 109. Bargaining Unit members received a 2% wage increase for 2022. See Exhibit 221

Equally weighting the 6 forecasts, the average forecast for 2023 is 4.3%; 2024 is 2.8% and 2025 is 2.5%.

The Union maintains that Cost of Living is the most pertinent factor to consider among all the factors. The Employer counters, given the fact St. Clair County exceeds all of the comparables by large numbers and the only County that is close is Livingston that comparability is the most pertinent factor to consider, particularly also noting that Livingston provided the same three year raise as the Employer's Final Offer of Settlement (9% over three years),

The panel again observes that both arguments have merit but concludes that Cost of Living is not a singularly determinative factor, particularly given the uncertainty and variability associated with future Cost of Living forecasts. As such, the Cost of Living has been considered in conjunction with and consistent with the other factors to be considered.

#### Overall Compensation

The panel has taken particular efforts to consider and compare all compensatory changes, including, but not limited to, 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, in determining which Final Offer of Settlement should be accepted by the panel as to each issue.

The Panel recognizes and observes that there are varying components of compensation which make a direct comparison with external comparables non-exacting. Similarly, a direct comparison with internal comparables is also non-exacting given the peculiar risks associated with police work. A majority of the panel is of the opinion that the Panel's award does not overcompensate from an overall compensation perspective.

#### Changes in Circumstance During Proceedings.

The panel recognizes that the economy, as well as political factors which could affect economic matters generally, is in a significant period of change or flux, perhaps more so than in recent years. Although the panel, and the parties as well, are unable to identify any particular change which would impact its determination, the panel acknowledges and observes that the fluidity of change in economic circumstances has been properly considered in its determinations.

#### Other Factors.

In 2023, coming out of the pandemic, this panel observes that labor market challenges have become easier, but challenges remain. See Conerly, Bill, *Labor Market Update 2023*, [www.forbes.com](https://www.forbes.com/sites/billconerly/2023/04/27/labor-market-update-2023-hiring-becomes-easier-but-challenges-remain/?sh=355cf9b126dd), April 27, 2023 (<https://www.forbes.com/sites/billconerly/2023/04/27/labor-market-update-2023-hiring-becomes-easier-but-challenges-remain/?sh=355cf9b126dd>). The United States Bureau of Labor Statistics observes "Overall employment of police and detectives is projected to grow 3 percent from 2021 to 2031, slower than the average for all occupations.

Despite limited employment growth, about 68,500 openings for police and detectives are projected each year, on average, over the decade. Most of those openings are expected to result from the need to replace workers who transfer to different occupations or exit the labor force, such as to retire." See U.S. Bureau of Labor Statistics, *Occupational Outlook Handbook*, September 6, 2022 (<https://www.bls.gov/ooh/protective-service/police-and-detectives.htm>).

While few sources address police staffing, a 2019 survey conducted by the Police Executive Research Forum (PERF) reveals that 86 percent of police agencies report a police officer shortage. A PERF survey from early 2021 suggests the hiring rate fell by five percent while resignation and retirement rates increased by 18 percent and 45 percent, respectively. In certain areas this has contributed to fierce competition among agencies for officers. See Wilson, Jeremy M., Ph.D., *Reframing the Police Staffing Challenge: Strategies for Meeting Workload Demand*, Community Policing Dispatch, January 2022, ([https://cops.usdoj.gov/html/dispatch/01-2022/police\\_staffing\\_strategies.html#:~:text=While%20few%20timely%20and%20robust%20data%20sources%20exist,thereby%20fueling%20both%20morale%20concerns%20and%20more%20turnover](https://cops.usdoj.gov/html/dispatch/01-2022/police_staffing_strategies.html#:~:text=While%20few%20timely%20and%20robust%20data%20sources%20exist,thereby%20fueling%20both%20morale%20concerns%20and%20more%20turnover)).

Although the panel agrees that there was little or no evidence received that the Employer had difficulty recruiting or retaining Command Officers, and recognized that Command Officers generally are promoted from within after having been retained for a significant period, the panel observes that this may well be due to the fact that St. Clair County exceeds all of the comparables by large numbers, and the only County that is close is Livingston.

As such, the panel is mindful that the command officer labor market and career field are somewhat in a state of flux given societal and cultural changes taking place in the domestic labor market and subject to the same or similar constraints as for police officers.

Michigan Financial Review Commission Documents.

No written documents or other evidence was received suggesting that the Michigan Financial Review Commission had taken a position pertaining to the financial position of the Employer.

**3. STIPULATIONS AND PRELIMINARY RULINGS [e.g., Duration]**

The parties stipulated that the Employer would order an appropriate actuarial analysis regarding the FAC issue identified above in paragraph 6d and deliver a copy of same forthwith to the Union upon receipt and to split the cost of the actuary analysis. This was done. The parties also stipulated that wage issues shall be determined year by year and last best offers shall be made year by year.

The issues of Duration, Retention Pay and Hazard Pay were resolved by matching FOS's. As such, such issues could be considered withdrawn. Nevertheless, the panel concurs with the FOS's as to such issues and include same in this Arbitration Award.

**4. COMPARABLES**

The parties stipulated the following comparable parties. Given the historical use of these comparables and the parties' stipulation, the panel accepted same:

- a. Saginaw County
- b. Livingston Count
- c. Jackson County
- d. Monroe County

**5. ISSUES BEFORE THE PANEL**

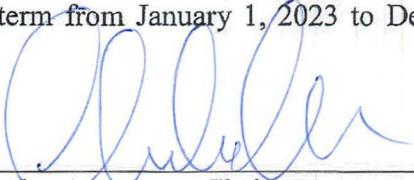
- a. Issue #1: Duration of Collective Bargaining Agreement, identified and deemed an Economic issue.

1. Union Last Best Offer is for a three-year term.

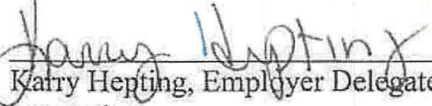
Employer Last Best Offer is for a three-year term.

2. Given the parties' stipulation, the panel accepts same.

3. The Panel award as to Issue #1 is for the Collective Bargaining Agreement to provide a three-year term from January 1, 2023 to December 31, 2025.

  
Charles Ammeson, Chairperson

  
Kevin Loftis, Union Delegate, concurring

  
Karry Hepting, Employer Delegate,  
concurring

b. Issue #2: Wages for year 2023, identified and deemed an Economic issue.

1. Union Last Best Offer is for a five-percent increase.

Employer Last Best Offer is for a three and one-half percent increase.

2. Revisiting the discussion of the statutory factors above, the Panel notes that Ability to Pay, Lawful Authority and Stipulations of the parties, although assessed and applied, are not determinative or truly in dispute. Although the Panel, and the parties as well, are unable to identify any particular change which would impact its determination, the panel proffers that the fluidity of change in economic circumstances has been properly considered in its determinations. The Panel also observes that the Overall Compensation factor does not particularly affect the Panel's determination, the Retention Pay and Hazard Pay issues being agreed upon through the Final Offer of Settlement procedure; the Uniform Cleaning Allowance being justified singularly given the change in service providers and the price increases experienced; and the Pension issue not significantly affecting overall compensation year by year.

As such, the Panel has focused its determinations regarding wages upon the statutory factors of Cost of Living and Comparability. The Panel is not persuaded that any one of the future cost of living estimates/formulations provide a high degree of certainty for any particular year. Averaging the seven estimates/formulations referenced by the parties indicates a 4.3% increase for 2023; a 2.9% increase for 2024; and a 2.7% increase for 2025.

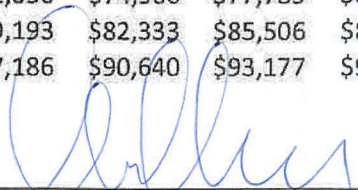
For 2023, the Union's Final Offer of Settlement most closely approximates the average. The panel observes that such an increase is higher than internal comparables and may enlarge the Bargaining Unit's wage leadership as to external comparables. On the other hand, bargaining unit work is recognized to be distinguishable from internal comparables, as is the market for bargaining unit work. Police officers, as essential workers and given the nature of their work, are not amenable to remote or work-from-home assignments. Additionally, the Panel accepts and recognizes that competition through supply and demand for law enforcement positions is more competitive than most of the internal comparable positions. The St. Clair community benefits from being a wage leader as to these positions and the

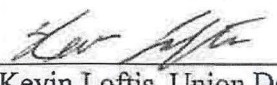
panel accepts that it is in the best interests of the community to maintain such leadership in these prospective years, within reason.

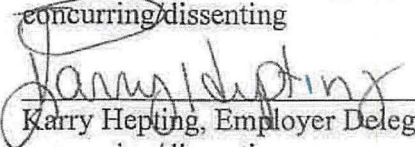
Given the lost ground to inflation that the Bargaining Unit has experienced in 2022 with a 2% wage increase and extraordinary inflation, the Panel concludes and determines that the Union's Final Offer of Settlement at 5% most closely approximates the expected cost of living factor; within reason maintains external comparability leadership; and is justified by distinguishing market competition and job factors from internal comparables. The parties will benefit from the three-year duration, and, in the long run, the Panel is confident that market factors and future negotiations of comparables will justify the reasonableness of the Panel's determination.

3. Article 34, WAGES of the Collective Bargaining Agreement shall provide for a 5% Wage Increase for 2023 as follows:

	START	1 YEAR	2YEAR	3 YEAR	4YEAR	5 YEAR
Sergeant	\$69,303	\$72,050	\$74,900	\$77,789	\$80,773	\$83,912
Lieutenant	\$76,170	\$79,193	\$82,333	\$85,506	\$88,790	\$92,231
Captain	\$83,724	\$87,186	\$90,640	\$93,177	\$97,609	\$101,394

  
Charles Ammeson, Chairperson

  
Kevin Loftis, Union Delegate,  
concurring/dissenting

  
Karry Hepting, Employer Delegate,  
concurring/dissenting

c. Issue #3: Wages for year 2024, identified and deemed an Economic issue.

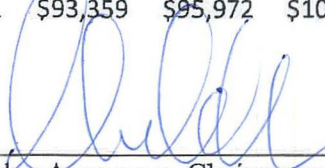
1. Union Last Best Offer is for a four and one-half-percent increase.

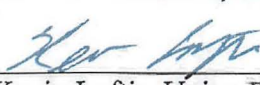
Employer Last Best Offer is for a three percent increase.

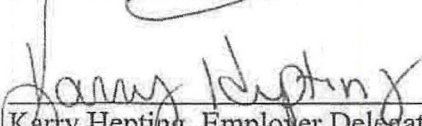
2. Incorporating the analysis above for the year 2023, the Panel has applied the same considerations, but has come to the observation and determination that the Employer's Final Offer of Settlement at 3% most closely approximates the average. Such award will continue to maintain the benefits, within reason, of wage leadership and is consistent with internal comparables.

3. Article 34, WAGES of the Collective Bargaining Agreement shall provide for a 3% Wage Increase for 2024 as follows:

	START	1 YEAR	2YEAR	3 YEAR	4YEAR	5 YEAR
Sergeant	\$71,382	\$74,211	\$77,147	\$80,123	\$83,197	\$86,429
Lieutenant	\$78,455	\$81,569	\$84,803	\$88,071	\$91,454	\$94,998
Captain	\$86,236	\$89,801	\$93,359	\$95,972	\$100,537	\$104,436

  
Charles Ammeson, Chairperson

  
Kevin Loftis, Union Delegate,  
~~concurring~~/dissenting

  
Karry Hepting, Employer Delegate,  
concurring/dissenting

d. Issue #4: Wages for year 2025, identified and deemed an Economic issue.

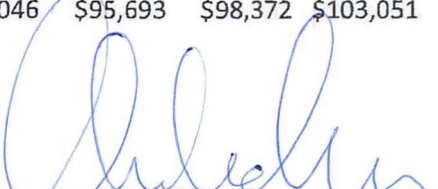
1. Union Last Best Offer is for a three-percent increase.


Employer Last Best Offer is for a two and one-half percent increase.


2. Yet again incorporating the analyses above for the years 2023 and 2024, the Panel has applied the same considerations and has come to the observation and determination that the Employer's Final Offer of Settlement at 2.5% most closely approximates the average. Such award will continue to maintain the benefits, within reason, of wage leadership and is consistent with internal comparables.

3. Article 34, WAGES of the Collective Bargaining Agreement shall provide for a 2.5% Wage Increase for 2025 as follows:

	START	1 YEAR	2YEAR	3YEAR	4YEAR	5 YEAR
Sergeant	\$73,167	\$76,067	\$79,075	\$82,126	\$85,276	\$88,590
Lieutenant	\$80,417	\$83,608	\$86,923	\$90,273	\$93,740	\$97,373
Captain	\$88,391	\$92,046	\$95,693	\$98,372	\$103,051	\$107,047

  
Charles Ammeson, Chairperson

  
Kevin Loftis, Union Delegate,  
concurring/dissenting

  
Karry Hepting, Employer Delegate,  
concurring/dissenting

e. Issue #5: Uniform Cleaning Allowance, identified and deemed an Economic issue.

1. Union Last Best Offer is for \$750.00 and \$100.00 for uniform and shoes respectively, totaling \$850.00 for Uniform Officers, and \$850.00 for full-time non-uniformed employees.

Employer Last Best Offer is for \$500.00 and \$100.00 for uniform and shoes respectively, totaling \$600.00 for Uniform Officers, and \$600.00 for full-time non-uniformed employees.

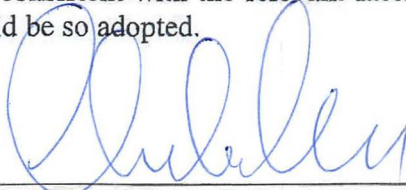
2. No evidence was received that the Employer lacked the ability or authority to pay either Final Offer of Settlement regarding Uniform Cleaning. No stipulations were received on this issue, and the panel has not been apprised of any change of circumstance during the proceedings or other factors than those enumerated in the Act.

The panel notes that the comparable communities provide cleaning at varied amounts from \$450 to \$700, some presently lower and others higher than St. Clair. As such the total comparable impact and comparable overall compensation of either FOS are not greatly out of line with external comparables.

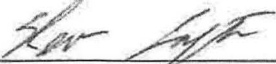
Thus, the main factor that appears to impact this demand is the fact that the historic service provider for uniform cleaning, Westside Cleaners, went out of business. Although non-specific as to dollar amounts, the Union presented evidence that cleaning costs have increased significantly, perhaps as much as 40 to 50%. To its credit, the Employer acknowledged that it could not, in good faith, dispute such testimony. See Transcript Volume 2 at page 122, line 4.

Given that the Employer's Final Offer of Settlement is essentially to maintain the status quo, a majority of the Panel determines that the Union's Final Offer of Settlement is most in line with the dramatic change in cleaning costs and is consistent with the relevant factors of the Act as set forth above.

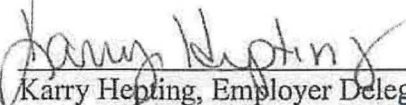
3. Given that the Employer's Final Offer of Settlement is essentially to maintain the status quo, a majority of the Panel determines that the Union's Final Offer of Settlement is most in line with the dramatic change in cleaning costs and is consistent with the relevant factors of the Act as set forth above and should be so adopted.



Charles Ammeson, Chairperson



Kevin Loftis, Union Delegate,  
concurring/dissenting



Karry Hepting, Employer Delegate,  
concurring/dissenting

f. Issue #6: Pension, identified and deemed an Economic issue.

1. Union Last Best Offer is to exclude overtime pay in excess of one-hundred hours; vacation payoff in excess of one hundred and fifty hours; and sick day accrual payoff upon separation from employment for any reason from retirement computation.

Employer Last Best Offer is to exclude overtime pay in excess of seventy-five hours; vacation payoff in excess of one hundred and fifty hours; and sick day accrual payoff upon separation from employment for any reason from retirement computation.

2. No evidence was received that the Employer lacked the ability or authority to pay either Final Offer of Settlement regarding retirement compensation. No stipulations were received on this issue, and the panel has not been apprised of any change of circumstance during the proceedings or other factors than those enumerated in the Act.

The panel notes that the pensions offered by other comparable communities vary widely. Regarding the exclusion of overtime from the retirement computation, one community has the majority, if not all of its officers in a defined contribution plan and therefore no FAC; 2 comparable communities have no such exclusion for command officers eligible for overtime, and 1 comparable community caps overtime

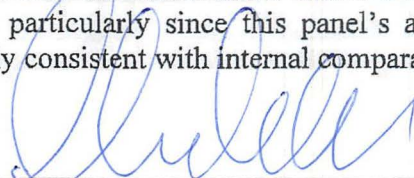
inclusion at 6 times the capped amount for members of this bargaining unit.

On the other hand, all non-law enforcement employees of the County enjoy no overtime inclusion in their retirement computations.

Consequently, the main factors that appear to impact this demand are internal and external comparability. Internal comparables in corrections or communications have diverse overtime amounts included in retirement computations. Corrections Officers are limited to 75 hours, as are Correction Command Officers hired after June 30, 2015 and Sheriff Command Officers hired after February 20, 2014. Communications Officers are provided with 100 hours inclusion.

From all appearances, the Panel concludes that recent efforts over the past decade have been to reduce the number from 100 hours to 75 hours. See Exhibit 214.

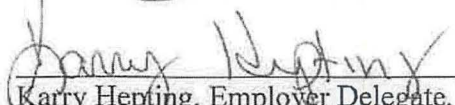
3. Given the fact that the Employer theoretically has the ability to control overtime assignments, and even though the Union Final Offer of Settlement is for a modest increase relative to external comparables, a majority of the Panel is persuaded that the Employer's Final Offer of Settlement is most in line with the efforts taken with internal comparables and should be adopted, particularly since this panel's award regarding wage increases is not fully consistent with internal comparables.



Charles Ammeson, Chairperson



Kevin Loftis, Union Delegate,  
concurring/dissenting



Karry Hepting, Employer Delegate,  
concurring/dissenting

- g. Issue #7: Retention Pay, identified and deemed an Economic issue.

1. Union Last Best Offer is set forth below:

LOU- Retention	Full- time Payment	Part-time Payment
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2018-23	1500	1125
2013-17	2000	1500
2008-12	2500	1875
2003-07	3000	2250
2002 before	3500	2625


Employer Last Best offer is set forth below:

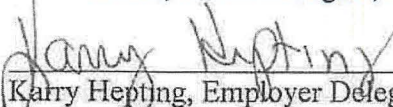
LOU- Retention	Full-time Payment	Part-time Payment
2018-23	1500	1125
2013-17	2000	1500
2008-12	2500	1875
2003-07	3000	2250
2002 before	3500	2625

- 2.. Given the parties' stipulation, the Panel accepts same.
3. The Panel award as to Issue #7 is for the Collective Bargaining Agreement Letter of Understanding to provide Retention payment for the respective seniority years as follows:

LOU- Retention	Full-time Payment	Part-time Payment
2018-23	\$1,500	\$1,125
2013-17	\$2,000	\$1,500
2008-12	\$2,500	\$1,875
2003-07	\$3,000	\$2,250
2002 before	\$3,500	\$2,625

  
Charles Ammeson, Chairperson

  
Kevin Loftis, Union Delegate, concurring

  
Karry Hepting, Employer Delegate, concurring

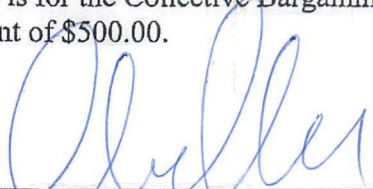
h. Issue #8: Hazard Pay, identified and deemed an Economic issue.


1. Union Last Best Offer is for \$500.00 hazard pay.

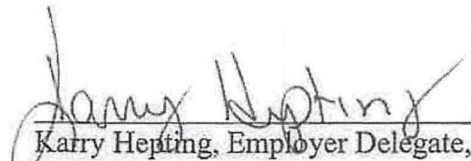
Employer Last Best Offer is for \$500.00 hazard pay.

2. Given the parties' stipulation, the panel accepts same.

3. The Panel award as to Issue #6 is for the Collective Bargaining Agreement to provide for a Hazard Payment of \$500.00.

  
Charles Ammeson, Chairperson

  
Kevin Loftis, Union Delegate, concurring

  
Karry Hepting, Employer Delegate, concurring

## 6. SUMMARY OF AWARD

ISSUE	AWARD						
#1 Duration	Article 35 of the Collective Bargaining Agreement shall provide for a three-year term from January 1, 2023 through December 31, 2025.						
#2 Wages for year 2023	Article 34, WAGES of the Collective Bargaining Agreement shall provide for a 5% Wage Increase for 2023 as follows:						
		START	1 YEAR	2YEAR	3 YEAR	4YEAR	5 YEAR
	Sergeant	\$69,303	\$72,050	\$74,900	\$77,789	\$80,773	\$83,912
	Lieutenant	\$76,170	\$79,193	\$82,333	\$85,506	\$88,790	\$92,231
	Captain	\$83,724	\$87,186	\$90,640	\$93,177	\$97,609	\$101,394
The 2023 Wage Increase shall be retroactive to January 1, 2023.							

#3 Wages for year 2024	Article 34, WAGES of the Collective Bargaining Agreement shall provide for a 3% Wage Increase for 2024 as follows:																												
	<table><tr><td></td><td>START</td><td>1 YEAR</td><td>2YEAR</td><td>3 YEAR</td><td>4YEAR</td><td>5 YEAR</td></tr><tr><td>Sergeant</td><td>\$71,382</td><td>\$74,211</td><td>\$77,147</td><td>\$80,123</td><td>\$83,197</td><td>\$86,429</td></tr><tr><td>Lieutenant</td><td>\$78,455</td><td>\$81,569</td><td>\$84,803</td><td>\$88,071</td><td>\$91,454</td><td>\$94,998</td></tr><tr><td>Captain</td><td>\$86,236</td><td>\$89,801</td><td>\$93,359</td><td>\$95,972</td><td>\$100,537</td><td>\$104,436</td></tr></table>		START	1 YEAR	2YEAR	3 YEAR	4YEAR	5 YEAR	Sergeant	\$71,382	\$74,211	\$77,147	\$80,123	\$83,197	\$86,429	Lieutenant	\$78,455	\$81,569	\$84,803	\$88,071	\$91,454	\$94,998	Captain	\$86,236	\$89,801	\$93,359	\$95,972	\$100,537	\$104,436
	START	1 YEAR	2YEAR	3 YEAR	4YEAR	5 YEAR																							
Sergeant	\$71,382	\$74,211	\$77,147	\$80,123	\$83,197	\$86,429																							
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Captain	\$86,236	\$89,801	\$93,359	\$95,972	\$100,537	\$104,436																							
#4 Wages for year 2025	Article 34, WAGES of the Collective Bargaining Agreement shall provide for a 2.5% Wage Increase for 2025 as follows:																												
	<table><tr><td></td><td>START</td><td>1 YEAR</td><td>2YEAR</td><td>3YEAR</td><td>4YEAR</td><td>5 YEAR</td></tr><tr><td>Sergeant</td><td>\$73,167</td><td>\$76,067</td><td>\$79,075</td><td>\$82,126</td><td>\$85,276</td><td>\$88,590</td></tr><tr><td>Lieutenant</td><td>\$80,417</td><td>\$83,608</td><td>\$86,923</td><td>\$90,273</td><td>\$93,740</td><td>\$97,373</td></tr><tr><td>Captain</td><td>\$88,391</td><td>\$92,046</td><td>\$95,693</td><td>\$98,372</td><td>\$103,051</td><td>\$107,047</td></tr></table>		START	1 YEAR	2YEAR	3YEAR	4YEAR	5 YEAR	Sergeant	\$73,167	\$76,067	\$79,075	\$82,126	\$85,276	\$88,590	Lieutenant	\$80,417	\$83,608	\$86,923	\$90,273	\$93,740	\$97,373	Captain	\$88,391	\$92,046	\$95,693	\$98,372	\$103,051	\$107,047
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Captain	\$88,391	\$92,046	\$95,693	\$98,372	\$103,051	\$107,047																							
#5 Uniform Cleaning	Article 27 of the Collective Bargaining Agreement, Section 28.1 and 28.3 shall provide for a cleaning allowance of \$750.00 and \$100.00 for uniform and shoes respectively, totaling \$850.00 for Uniform Officers, and \$850.00 for full-time non-uniformed employees.																												
#6 Pension	Article 24 of the Collective Bargaining Agreement, Section 26.14 shall remain as presently provided in the January 1, 2020 through December 31, 2022 Collective Bargaining Agreement.																												
#7 Retention Pay	<p>The Collective Bargaining Agreement Letter of Understanding One-Time Retention Payment hall provide for Retention payments for the respective seniority years as follows:</p> <table><tr><td>Seniority Years</td><td>Full-time Payment</td><td>Part-time Payment</td></tr><tr><td>2018-23</td><td>\$1,500</td><td>\$1,125</td></tr><tr><td>2013-17</td><td>\$2,000</td><td>\$1,500</td></tr><tr><td>2008-12</td><td>\$2,500</td><td>\$1,875</td></tr><tr><td>2003-07</td><td>\$3,000</td><td>\$2,250</td></tr><tr><td>2002 before</td><td>\$3,500</td><td>\$2,625</td></tr></table>	Seniority Years	Full-time Payment	Part-time Payment	2018-23	\$1,500	\$1,125	2013-17	\$2,000	\$1,500	2008-12	\$2,500	\$1,875	2003-07	\$3,000	\$2,250	2002 before	\$3,500	\$2,625										
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#8 Hazard Pay	The Collective Bargaining Agreement Letter of Understanding shall provide for a one-time Hazard Payment of \$500.00.																												