

397

STATE OF MICHIGAN

EMPLOYMENT RELATIONS COMMISSION

ACT 312 ARBITRATION

Public Acts of 1969 as Amended

IN THE MATTER OF:

Isabella County and the
Isabella County Sheriff,
Employer,

and

Police Officers Association
of Michigan,
Union.

Arb.
8/2/88
ARB

MERC CASE NO. L 86 J-906

S. OLOF KARLSTROM
Arbitrator

ARBITRATION OPINION AND AWARD

APPEARANCES

For the Compulsory Arbitration Panel

Craig W. Lange, Employer Delegate
Patrick J. Spidell, Union Delegate

For the County:

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LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Isabella County

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EMPLOYMENT RELATIONS COMMISSION
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PROCEDURAL MATTERS

Original Petition Filed	May 13, 1987
Arbitrator, S. Olof Karlstrom, appointed	July 13, 1987
Pre-trial held	Sept. 3, 1987
Hearings Opened	Nov. 10, 1987
with additional dates of Nov. 18, 19; Dec. 2, 3, 1987	
Hearings Concluded	Dec. 8, 1987
Last Best Offers Submitted	Dec. 29, 1987
Award Rendered	July , 1988

The Panel Chairman notes that an extension of time was granted at the union's request for the submission of Last Best Offers. The employer's brief was filed February 10, 1988. Through a miscommunication with the Panel Chairman, the union's brief was not filed until March 14, 1988.

ISSUES

The initial Petition for Hearing placed in issue the following 28 items:

1. Reprimands - ability to arbitrate
2. Superseniority - delete
3. Transfers
4. Loss of Seniority
5. Layoff and Recall
6. Personnel Files
7. Overtime Distribution
8. Double-time Premium/Seniority Pay

Between the pre-trial date and the beginning of proofs, the parties had resolved many of the original issues so that proofs and last best offers were offered only on the following issues:

ECONOMIC MATTERS

1. Insurance premium continuation while on workers' compensation
2. Optical Plan
3. Life Insurance
4. Pension Plan, MERS B-2 Multiplier
5. Pension Plan, COLA Adjustment
6. Overtime Distribution
7. Double-time Premium, Sunday Pay
8. Number of Holidays
9. Wages
10. Shift Differential
11. Insurance Premium Cap
12. Holiday Pay

NON-ECONOMIC MATTERS

13. Waiver Clause
14. Disciplinary Records

In addition to the above contract issues, the employer put in issue the following matters:

- A. Ability to Pay
- B. Panel Jurisdiction over Correctional Officers

9. Workers' Compensation - Supplement
10. Holidays - Number
11. Ten-Hour Day Conversion
12. Optical Plan - add
13. Dental Insurance - duration
14. Life Insurance - duration
15. Life Insurance - amount
16. False Arrest Insurance - duration
17. Hospitalization Insurance - duration
18. Insurance Appeal - bargaining agent designation
19. Insurance Plans - equivalency
20. Insurance Premiums - federal mandates
21. Pension - MERS B-2
22. Pension - MERS E-2
23. Pension - annuity withdrawal
24. Wages
25. Shift Differential
26. Physical Examinations - requirement
27. Medical Arbitration - bargaining agent designation
28. Waiver Clause

The employer placed in issue the following matters:

1. Order of Layoff
2. Holiday Pay
3. Employee-Paid Insurance Premiums
4. Disciplinary Records

At the conclusion of the Hearings, the issue of contract duration was raised as well. The Arbitrator ruled at that time that based upon the proofs and exhibits presented, Last Best Offers should be submitted for one year only. Thus, the contract here under consideration is for the calendar year 1987 only.

The parties agreed to abide by their tentative agreements reached prior to proceeding with proofs in this case and to honor the remaining terms and conditions of the expired collective bargaining agreement which were all formally submitted as Exhibit 64.

JURISDICTION OF PANEL RE CORRECTIONAL OFFICERS

Prior to the commencement of hearings in this case, Isabella County filed objections to the jurisdiction of this panel to determine the wages of corrections officers. The union filed a brief in objection. The Panel Chairman, after hearing argument on the record, determined that the panel was not the appropriate forum to decide that issue. The jurisdiction of the panel is controlled by the initial petition for arbitration submitted by the union. That is the document which triggers the appointment of an impartial chairman and which develops the issues for determination.

Corrections officers are within the bargaining unit, as are dispatchers, police clerks, deputies, sergeants and detective sergeants. It is not the panel's function to determine the composition of the bargaining unit subject to Act 312 proceedings, that is the function of the Michigan Employment Relations Commission, see County of Bay and Bay County Sheriff's Deputies Assoc, Case No. UC 84 J-48.

A review of the authorities cited by both the employer, Capitol City Lodge, No. 141 v Ingham County Board of Commissioners, 155 Mich App 116,

399 NW2d 463 (1986), lv. to appeal den'd, and by the union, Metropolitan Council 23, AFSCME, AFL-CIO v Oakland County, 89 Mich App 564, 280, NW2d 600 (1979), and Metropolitan Council 23 and Local 1277, AFSCME, AFL-CIO v City of Centerline, 414 Mich 642, 227 NW2d 822 (1982) indicate that the determination of "eligibility to participate in a 312 hearing" requires hearings and findings by MERC in its official capacity. It is not a subject for determination by arbitration.

Accordingly, proofs and last best offers were taken as to all members of the bargaining unit. Should MERC conclude that these officers are entitled to be included in Act 312 proceedings, no further proceedings will be required. Should MERC rule that correctional officers are ineligible for Act 312 proceedings, the parties will be free to negotiate appropriate wages, hours and working conditions for these people.

STATUTORY CRITERIA FOR DECISION

Pursuant to Section 9 of Public Act 312, 1969, the Arbitration Panel is to consider the following factors in rendering its decision:

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- d. Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - i. In public employment in comparable communities.
 - ii. In private employment in comparable communities.

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

f. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Two of the above criteria were the subject of considerable testimony: Ability to Pay and Comparable Communities. Each will be discussed separately. I would point out, however, that discussion of these two matters does not diminish the importance of the others in rendering a decision in this matter.

THE COMMUNITY

Isabella County is located virtually in the middle of the lower peninsula. At its center is the City of Mt. Pleasant, a community of approximately 23,000 people. Located in the City is Central Michigan University an academic community of approximately 17,000 students.

The County population is 54,110 (1980 census) and anticipates population growth of approximately 5.9% over the next ten years. Outside of Mt.

Pleasant, it is fundamentally an agricultural community. 21% of its State Equalized Value for property taxes was agricultural real property. 2% more than the total for commercial (17%) and industrial property (2%) combined. For 1987 the County's budget as adopted was \$5,366,832.00. Subsequent amendments increased this to \$5,676,604.00. The County maintains many parks and offers many recreational facilities for tourists, including a number of festivals and a bingo and blackjack cardroom on the Indian reservation. The County is traversed by two expressways. US 27, north and southbound, and US 10, north and south, and a major east-west trunkline, M-20. The County is surrounded by other rural counties with Midland being the exception as the home of Dow Chemical Company. Outside of the City of Mt. Pleasant, there are no other cities in the County.

The County maintains a Sheriff's Department consisting of 35 full and parttime employees. 17 of these employees are included within this Arbitration: one uniformed sergeant, one deputy investigator, two dispatchers, four corrections officers, and a police clerk. The Department carries out road patrol 24 hours a day seven days a week. The patrol covers the entire County. The City of Mt. Pleasant maintains its own Police force as does Central Michigan University. Both of these departments have Collective Bargaining Agreements with their uniformed officers.

The State Police Department maintains a post in the City of Mt. Pleasant manned by 18 troopers. Additional police agencies are the Saginaw/Chippewa Tribal Police Department for the Indian Reservation and a one-man Police Department for the Village of Shepard.

There is frequent communication between the Sheriff's Department and the other Police agencies. This occurs because of the dispatch functions performed by the Sheriff's Department, the use of State Police radios by the Sheriff, and the jail function performed by the Sheriff's Department. The Sheriff's Department, City Police, and University Police back each other up on complaints with City Police at times traveling several miles into the County to provide assistance.

Sheriff Department Personnel perform many of the same police work as the city officers. They maintain patrols, investigate complaints, handle their own prosecutions and related matters, and are certified officers. The corrections officers and dispatchers frequently assist one another in carrying out their duties. The Sheriff operates the only jail facility in the County which is used by all law enforcement agencies.

ABILITY TO PAY

Extensive testimony was taken in this case regarding the ability of the County to pay for any salary and benefit increases. Exhibits and testimony regarding the County's approach to the budgeting process including goal setting priorities by the Commissioners was extensive. Audit reports and budgets and amendments and analyses were presented and reviewed. What emerges is a picture of fairly tight, conservative fiscal policies which for the past two years have resulted in budget surpluses and a stabilized fund balance.

The County's principal revenue source for the General Fund has been the property tax (58.8%). Additional sources of revenue come from State Funds (17.6%), fees and charges (15.9%), interest (4.7%) federal funds (1.5%) and various fund transfers (3.6%). Federal Funds began a rapid decline in the early 1980's. The County took compensatory action so that by 1986 the General Fund was no longer dependent upon federal revenue sharing for support. The County's tax base has also suffered a decline in the agricultural area which represents approximately 21% of the tax base. This has resulted in an overall decline in the County's State Equalized Value of 3.9% in 1987 and a slightly larger anticipated decline in 1988. The County levies a tax of 6.61 mills, which is its maximum tax rate.

Even with these declining revenues, the County has managed its assets well. In the early 1980's it drew heavily on its Fund balances to overcome shortfalls in its General Fund. At the conclusion of its 1986 fiscal year, it showed an overall fund balance of \$1,503,947.00 and a operating fund balance for the year of \$343,614.00. Its budget for the 1987 fiscal year (the year in question for this arbitration) included a 3% increase in wages for all employees (albeit this amount was located in the employee benefit and insurance and bonds line items). Further indication of the County's healthy fiscal condition was evidenced by the fact that even though it was overfunded in its pension account, it still contributed to the fund at 50% of its past contribution level. The County anticipated a surplus operating fund balance for 1987.

What emerges from this record is not necessarily an inability on the part of the County to pay, but a reluctance to pay. The County does and

and did have resources at its disposal for reasonable increases in salary and benefits to its employees.

COMPARABILITY

The County has introduced into evidence a list of twelve comparable communities. They are all counties. They include the seven immediately adjacent counties - Gratiot, Montcalm, Mecosta, Osceola, Clare, Gladwin and Midland; Tuscola from the thumb area; Ionia and Barry to the immediate southwest, and Cass and St. Joseph along the southwestern Michigan border with Indiana. Isabella County lies virtually in the middle of the lower peninsula.

The seven immediately adjacent counties are included by the county automatically. The other five had to meet a test criteria:

One, they had to have a population within 20% of Isabella's. Two, they had to have a SEV on budget within 20% of Isabella's.

We note that of the seven contiguous counties, four do not meet the formula for comparability, Midland, Clare, Gladwin and Osceola. One of the difficulties with determining comparability by the above fashion is that you get no real sense of what the community is about - socially, economically, financially. The criteria used are some indication, but knowing the number of people doesn't tell us if they are rural, urban, or suburban, whether they are self-sustaining or subject to unemployment or welfare assistance. We know that Isabella County has a large University and an active central metropolis in Mt. Pleasant. It has a strong rural

farming community. From the County's list of comparables, we can tell little about the other counties except for their population, State Equalized Valuation and General Fund Budget.

The Union puts up as comparables the Police Department of the City of Mt. Pleasant, the Police Department of Central Michigan University, and Michigan State Police. The Union points out that nothing can be more comparable than those working in Isabella County. They are part of the Community. That is true. There are difficulties however with utilizing the State Police for they have a much broader jurisdictional base. They draw on resources far different from those available to the County.

This arbitrator does not wish to belabor the issue of comparability, since all of the "communities" placed before the panel offer examples of how other "communities" deal with their Police forces in regard to wages, hours, and terms of employment. Furthermore, there is no rigid test for determining comparability nor is there a mandate that it carries more weight than any other statutory criteria. Subparagraph (d) of Section 9 of the Act refers to "wages, hours and conditions of employment of employees performing similar services and with other employees generally (by implication we are not limited merely to County Sheriff Departments) in public employment (in private employment) in comparable communities."

The Sheriff's Department is located in the City of Mt. Pleasant which is located within Isabella County. The City is also home to Central Michigan University. It is difficult to understand how the City and the University can be a part of the community and not be comparable to the community.

I recognize that the funding resources are different from the County. The panel will take that into consideration when reviewing the various arguments and proposals of the parties.

I conclude then that all of the comparables will be utilized by the panel in evaluating the parties positions. The factors that lead to some of the differences in wages and benefits available will be taken into consideration as the total wage and benefit package is considered.

DISCUSSION

ISSUE No. 1: INSURANCE

The union seeks to extend the time period for which an employer will pay an employee's health insurance premiums should the employee be drawing workers' compensation benefits. The present contract calls for those benefits to be paid for a period of eight months. The union wishes to extend the period to two years. As argued by the union, the issue has great emotional appeal. However, no proofs were introduced to indicate the potential cost even should one employee be affected by such a matter.

Furthermore, the comparables of the parties do not indicate that continuation of benefits such as the union proposes. Accordingly, the panel accepts the employer's last best offer as to this issue.

ISSUE No. 3: LIFE INSURANCE

The union has requested that life insurance coverage be increased from \$15,000 to \$25,000. The record indicates that the \$15,000 level has been in effect for at least six years. The panel notes that the range of life insurance of the county's comparables is from \$10,000 to \$25,000. The City of Mt. Pleasant provides life insurance equal to 1 x an employee's annual straight time earnings, while the Central Michigan University uses a 1½ x annual earnings ratio. The additional cost of the benefit to the county amounts to \$715.20 a year. Awarding this benefit will provide no particular strain on the county's budget and will provide a great deal of future protection to the employees of the unit.

ISSUE No. 4: PENSION PLAN, MERS B-2 MULTIPLIER

Both parties have made proposals to increase the pension plan multiplier to 2 percent times final average compensation from the present C-1 level providing 1.2 percent of the first \$4,200 of FAC plus 1.7 percent times the FAC in excess of \$4,200.

The employer's offer would provide the same multiplier until the employee begins to receive social security (the C-2 plan) at which time the amount of benefit would be reduced by using the original C-1 formula. Furthermore, the county proposal would require the employee to contribute 1 percent of their annual salaries towards their pension contribution.

The county's position is flawed for the following reasons:

1. The pension fund was overfunded by an amount in excess of \$1 million.
2. The county continued to contribute to the fund at a reduced rate even though no contribution would have been required for 1985, 1986, and 1987.
3. The county's actuary testified that the trend in MERS is towards non-contributory plans despite the fact that many of the county comparables use contributory plans.
4. The exhibits demonstrating the potential cost to the county from this plan are based on an amortization table of 20 years. The annual cost can be amortized over a period of up to 40 years.

The record evidence and testimony indicates that the cost of this benefit would be 2.42% for this bargaining unit. The evidence further indicates that there would be no cost for a little over 3 years given the fund surplus. The evidence further indicates there are a number of alternatives available to the county to reduce this 2.42 percent cost. Accordingly, the union's request for the MERS B-2 plan is reasonable.

ISSUE No. 5: PENSION PLAN, COLA MULTIPLIER

The union requests that the MERS E-1 plan be adopted to provide a 2.5 percent non-compounded increase each year after retirement. Cost of living escalators such as proposed here can become very difficult for employers who must live with fixed revenues. The estimated cost of this plan amortized over 20 years was 2.51 percent. COLA is not a predictable event. Unlike the federal government, which does provide a COLA increase for social security benefits, the county has no comparable taxing power. It must eat a cost which it cannot predict with any degree of certainty. Given the two pension proposals, the panel has previously concluded employees should be awarded the union's proposal for a MERS B-2 plan. It would be unwise to grant the union's request for the MERS E-1 COLA multiplier plan.

ISSUE No. 6: OVERTIME DISTRIBUTION

This issue revolves around the assignment of part-time personnel to work in the areas of corrections and dispatch. Historically the county, since at least 1972, has utilized part-time employees in the above two areas. They are not used on road patrol. Originally part-time employees filled in for those full-time employees absent from service, whether because of illness, leave or vacation. More recently they have been assigned on a regular basis and in at least one instance have worked up to 90 hours in a single week.

The union seeks to have all overtime work assigned just to bargaining unit members. Thus, if a regular full-time employee is absent, that work

would first be offered to another bargaining unit member. The county estimates that it would cost approximately \$9,300 to implement this approach, or approximately a 1.7 percent increase in costs.

The problem appears to be larger than merely assigning overtime. It involves both the interests of those part-time employees who have worked on a regular basis as well as the full-time employees. It also involves questions of full-time staffing needs. The union's present proposal does not adequately address these problems which appear to require further exploration at the bargaining table. The status quo is the best posture for the parties at present.

ISSUE No. 7: DOUBLE TIME PREMIUM, SUNDAY PAY

Isabella County employees work four, ten hour days with three days off. They ask to be paid double time when called in to work on the second day off, treating it as a "Sunday," similar to that enjoyed by employees working a regular five day shift. The request is similar to a benefit enjoyed by the City of Mt. Pleasant, but not necessarily by other comparable units. Interestingly, the City officers also work longer days (twelve hours), while other comparables appear to be on eight hour, five day shifts. The frequency of such an event occurring is slight. The Union's rationale for granting such a benefit is directed more to pay for inconvenience and morale. It is the opinion of the panel that the Union's proposal should be accepted.

ISSUE No. 8: NUMBER OF HOLIDAYS

The Union proposes to increase the number of holidays available to

its bargaining unit by two. The granting of such a request ignores the time off provided by the four day work week and the total days off provided to comparables, including holidays. The panel accepts the County's proposal.

ISSUE No. 9: WAGES

The County has proposed a wage increase commencing January 1, 1987 of 3%. The Union has proposed an increase which totals 9.49% by the end of the year. The increase is phased in as follows: 3% on January 1, 1987, 3% on May 1, 1987 and 3% on September 1, 1987. The testimony indicates that the county budgeted for a 3% increase in Deputy wages for the 1987 year. That is the percent of wage increase given other employees in the County. The difficulty with the Union's position is that by years' end, there has been a 9.49% increase which will impact substantially on the 1988 budget of the County. Such a percentage increase is not supported by comparables, by COLA or by wage equity considerations.

ISSUE No. 10: SHIFT DIFFERENTIAL

In 1984 the County bargained new shift differentials for the Deputies at 5¢ for the afternoon shift and 10¢ for the midnights. The Union seeks to increase that differential to 25¢ and 35¢. The County points out that the majority of its comparables do not grant shift differentials. The others vary between 15¢ and 25¢ depending upon the shift. The City of Mt. Pleasant pays 20¢. It does not seem reasonable to increase shift premiums as proposed by the Union given the overall circumstances regarding this award.

ISSUE No. 11: INSURANCE PREMIUM CAP

The County proposes to place a cap on the amount of insurance premium it pays effective as of December 31, 1986. Any premium costs in excess of those then existing are to be paid by the employee through a wage withholding plan beginning in 1988-89. The panel can appreciate the concern over insurance increases, but the present proposal does not appear to be an appropriate method of resolving the problem. An immediate one, of course, is the 1988-89 withholding plan which starts in a year beyond the 1987 year before the panel, and does not begin to deal with the cost implications of such an approach. The County would be better advised to explore the problem of insurance costs in greater detail at the bargaining table.

ISSUE No. 12: HOLIDAY PAY

Basically the County desires to change its existing method of paying employees for holiday work. The County argues that most of the comparables pay 1½ x straight time plus the holiday (the County's proposal) rather than the 2½ x plus the holiday which the County presently pays. Other than arguing that it is inequitable in light of some of the comparables, the County provides no other information as to why the provision previously agreed to should be changed. The panel does not believe the status quo should be changed as to this issue.

ISSUE No. 13: WAIVER CLAUSE

The Union seeks to remove the first sentence of the Waiver Clause

of the contract which reads:

"It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the employer has yielded."

The balance of the clause under the Union proposal would remain as written:

"The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement."

The Union seeks to protect itself against the possibility that a future grievance arbitrator might be unwilling to consider or interpret a past practice.

There is no indication that any problem has existed or may exist. This contract language has existed for at least seven years. There is other language in the grievance section of the contract which apparently relates to this particular sentence. For all of these reasons, the panel sees no present purpose in altering the language of the contract.

ISSUE No. 14: DISCIPLINARY RECORD

The County seeks to alter language in the contract regarding the time a disciplinary record shall remain in an employee's file. The present contract provides:

"Record. An employee who maintains an offense-free record for a period of six (6) months shall have all prior minor offenses removed from his record for purposes of subsequent disciplinary action."

A letter of understanding between the parties dated February 1, 1984 interpreted this section as follows:

"Record. The parties agreed during bargaining that under this Section everything relating to an employee's disciplinary record would remain in his personnel file but minor offenses would be "removed" in the sense of not boosting the level of the next penalty assessed if the employee had an offense-free record for a period of six (6) months."

The County seeks to change the six month period to twenty-four months. They base their argument on reasonableness and what other comparables do. Unfortunately, the County has introduced no evidence of any problems encountered in the application of this provision, and they seek to impose a limit far in excess of that used by their comparables. The panel is of the opinion that negotiations regarding this provision affords a better opportunity to explore the degree of punishment to be imposed, the work rules regarding discipline, and the necessity to maintain records for a longer period of time such as that sought by the employer.

AWARD

ECONOMIC ISSUES

ISSUE No. 1: Insurance premium continuation while on Workers' Compensation.

It is the finding of this Panel that the County's last best offer as to this issue be accepted.

ISSUE No. 2: Optical Plan

It is the finding of this Panel that the County's last best offer as to this issue be accepted.

ISSUE NO. 3: Life Insurance

It is the finding of this Panel that the Union's last best offer as to this issue be accepted.

ISSUE No. 4: Pension Plan, MERS B-2 Multiplier

It is the finding of this Panel that the Union's last best offer as to this issue be accepted.

ISSUE No. 5: Pension Plan, COLA Adjustment

It is the finding of this Panel that the County's last best offer of settlement be accepted.

ISSUE No. 6: Overtime Distribution

It is the finding of this Panel that the County's last best offer of settlement be accepted.

ISSUE No. 7: Double-time Premium, Sunday Pay

It is the finding of this Panel that the Union's last best offer of settlement be accepted.

ISSUE No. 8: Number of Holidays

It is the finding of this Panel that the County's last best offer of settlement be accepted.

ISSUE No. 9: Wages

It is the finding of this Panel that the County's last best offer of settlement be accepted.

ISSUE No. 10: Shift Differential

It is the finding of this Panel that the County's last best offer of settlement be accepted.

ISSUE No. 11: Insurance Premium Cap

It is the finding of this Panel that the ~~County's~~ ^{UNION PP. 50K} last best offer of settlement be accepted.

ISSUE No. 12: Holiday Pay

It is the finding of this Panel that the Union's last best offer of settlement be accepted.

NON-ECONOMIC ISSUES

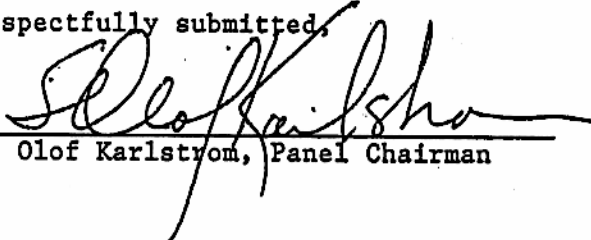
ISSUE No. 13: Waiver Clause

It is the finding of this Panel that the waiver clause should remain as presently written in the contract.

ISSUE No. 14: Disciplinary Records

It is the finding of this Panel that the Disciplinary Records Clause, Section 10.2 of the contract and the Letter of Understanding should remain as presently written in the contract.

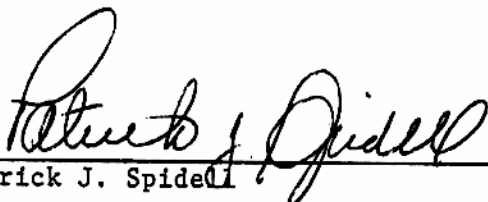
Respectfully submitted,


S. Olof Karlstrom, Panel Chairman

Dated: August 2, 1988.

FOR THE UNION:

 X
Agrees Dissents


Patrick J. Spidel

FOR THE EMPLOYER:

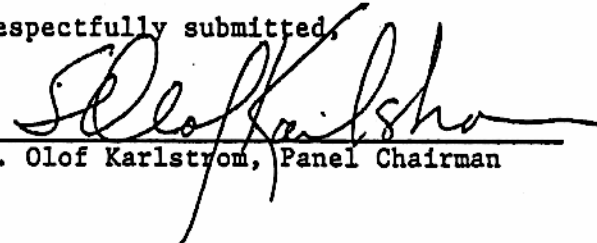
Agrees Dissents

Craig W. Lange

ISSUE No. 14: Disciplinary Records

It is the finding of this Panel that the Disciplinary Records Clause,
Section 10.2 of the contract and the Letter of Understanding should remain
as presently written in the contract.

Respectfully submitted,


S. Olof Karlstrom, Panel Chairman

Dated: August 2, 1988.

FOR THE UNION:

Agrees

Dissents

Patrick J. Spidell

FOR THE EMPLOYER:

Agrees

Dissents


Craig W. Lange

I concur on Issues 1, 2, 5, 6,
8, 9, 10, 11 and 13.

I dissent on Issues 3, 4, 7,
12 and 14.