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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Arbitration between  
Monroe County

-and-

Fraternal Order of Police

MERC ACT 312 Case Number D 83 A - 86

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APPEARANCES:

Thomas H. Derderian, Esq.

Attorney for the County

John A. Lyons, Esq.

Attorney for the Union

ARBITRATION PANEL:

Robert A. McCormick

Chairman

Eljay Bowron

Union Delegate

Clayton Charron

County Delegate

WITNESSES:

A. Westover

CALLED BY:

Employer

J. Kryston

Employer

K. Hooper

Employer

M. Kirchner

Employer

O. Lynch

Union

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Monroe County

**OPINION AND AWARD:**

The undersigned arbitrator, Robert A. McCormick, was appointed Chairman of the Arbitration panel by letter dated September 9, 1983 from the Employment Relations Commission pursuant to its authority under Public Act 312 of 1969, as amended. The parties held a pre-hearing conference on November 7, 1983, at the offices of the Michigan Employment Relations Commission. The results of this pre-hearing conference were made part of a letter dated November 10, 1983, addressed to the parties. The summary which included the schedule of outstanding issues was accepted by the parties. Hearings on this matter were conducted in Detroit, Michigan on January 18, January 25, April 12, May 4, and May 7, 1984. In addition, meetings among the delegates were held on September 21, and November 16, 1984. The original petition listed nine outstanding issues by the Union and 13 outstanding issues by the Employer. At the commencement of the hearing, 11 issues remained outstanding.

At the pre-hearing conference, the parties stipulated to the following matters: 1) The matter is properly before the Arbitration Panel. 2) The Statutory time limitations are waived. 3) The parties agreed on a schedule for the exchange of certain materials and as to a method of proceeding with the hearing. These stipulations were made part of the pre-hearing summary prepared by the Chairman. Subsequent to the close of testimony,

the parties agreed that the duration of the contract will be three years from the expiration of the former contract, December 31, 1982.

After the submission of last offers of settlement and briefs in this matter, an Opinion and Award was issued in an Act 312 arbitration involving the County of Monroe and The Fraternal Order of Police (F.O.P.) representing deputies in the Sheriff's Department. The Panel has reviewed that decision and refers to it, where applicable, throughout this Opinion.

#### **STATUTORY CRITERIA**

Section 9 of Act 312 set forth factors to be used by the Panel in findings, opinions, and orders.

The factor of "The lawful authority of the Employer" is satisfied by the stipulation of the parties.

The second factor, "stipulation of the parties" will be recognized, where applicable, especially in reference to issues resolved by stipulation during the hearing.

The factor of "the interests and welfare of the public and the financial ability of the unit of government to meet those costs" will be considered in connection with individual issues.

The factor of "comparison of wages, hours, and conditions of employment, etal., is frequently referred to as comparability. This issue is treated separately below.

Act 312 also lists as criteria upon which the Panel must base its award, "The interests and the welfare of the public and the financial ability of the unit of government to meet those costs". This issue is commonly referred to as "ability to pay". It bears noting that the County has not specifically relied on an inability to financially meet the demands of the Union although it has emphasized the costs involved in several of the Unions' proposals.

Section 9 of the Statute requires the Panel to consider the "cost of living" in its deliberations. The Panel has examined, in particular, documentary evidence in the form of Consumer Price Indexes. The Panel's findings accompany discussion of economic issues, especially wages.

Finally, the Statute requires the Panel to consider.

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.

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

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.

**COMPARABLE COMMUNITIES:**

The parties were unable to agree upon a list of communities to be considered as comparable to the County of Monroe. The Union offered Washtenaw County, Wayne County, Lenawee County, and the City of Monroe as comparable communities. In support of its position, the Union points out that the three counties are contiguous to Monroe County and Monroe County surrounds the City of Monroe. In addition to their geographical proximity, the Union argues that the populations in the offered communities are similar in type and makeup. As regards the City of Monroe, the Union points out that the County Sheriff's Department and the City of Monroe Police Department are located in the same facility, share dispatch duties and, at times, supervisory personnel. Moreover, in furtherance of their mutual aid pact, the County Sheriff's Department and the City of Monroe Police Department occasionally assist one another in police emergencies. Finally, in the previous arbitration proceedings the City of Monroe has been used as a comparable community. The Union objects to the communities offered by the County because some, such as Berrien, Ottawa, Muskegon, and Bay counties are very remote from Monroe. The Union also objects to the use of St. Clair County because the contract there terminated in December, 1981.

The County offers the following communities as comparable, at least for purposes of determining wages: Berrien County,

Ottawa County, Jackson County, Muskegon County, Calhoun County, St. Clair County, and Bay County. In support of its position, the County states that the offered communities reflect similar populations, similar industry--agricultural mix and similar financial capacity as that of Monroe County. These factors, the Employer argues, are more appropriate than is geographic location in determining comparability.

The Panel has concluded that Washtenaw and Lenawee counties as well as the City of Monroe are appropriate for comparison purposes but that Wayne County is not comparable to Monroe County. Washtenaw and Lenawee counties are contiguous to Monroe county. Lenawee County is somewhat smaller in population as well as State Equalized Voluation (S.E.V.) while Washtenaw County has a greater population and S.E.V. Given their close proximity to the County of Monroe, the differences in size are not so great as to render them incomparable to the County of Monroe. The County does to object to the use of the City of Monroe as a comparable community. It only points out that in making wage comparison between the City and the County, the Panel should consider Social Security costs borne by the County.

Wayne County, in contrast ot the other Union offered comparables is a very different community than Monroe County. The population of Wayne City is more than 17 times that of Monroe County and the S.E.V. of Wayne City is approximately nine times

that of Monroe County. Despite its geographic proximity, the Panel has concluded that Wayne County is not sufficiently comparable to Monroe County to use it for comparison purposes in this proceeding.

Although none of the Employer-offered communities is contiguous to Monroe County and some are geographically remote, the Panel has determined that each of these counties is sufficiently like the Employer here to be used as comparables. The population sizes and S.E.V.'s of each of the Employer-offered comparable communities are very close to that of Monroe County. Therefore, the Panel has taken into consideration the experience in each of these communities in arriving at its decisions.

The appropriateness of comparing the experience in the offered communities with the county of Monroe will be addressed in the discussion of the various economic issues, particularly wages, before this Panel.

#### ISSUES:

The issues addressed in this Opinion and Award are those that remained outstanding at the conclusion of testimony in this matter. Other issues, such as Contract Duration, for example, were satisfactorily resolved by the parties.

#### 1. Wages:

The Union's last offer of settlement regarding wages envisions a return to the former practice in the County of a

Contributory Pension Plan. That is, individual employees themselves, and not the County, would pay the employee's contribution to the pension plan.

With that change, the Union urges a return to the former practice of basing wages upon a percentage over and above that earned by deputies in the Department. The Union points out that prior to 1982, salaries in this, the so-called Command Unit, were based on deputies' wages. Sergeants earned 110 percent of the maximum pay earned by deputies. Lieutenants earned 120 percent of the maximum pay earned by deputies, and Captains earned 130 percent of the maximum pay earned by deputies. For the year 1983, the Union seeks a continuation of the differentials.

For 1984, the Union seeks the following differentials:

Sergeant - 112.5 percent of the maximum pay earned by a deputy;

Lieutenant - 122.5 percent of the maximum pay earned by a deputy;

Captain - 132.5 percent of the maximum pay earned by a deputy.

For 1985 the Union seeks an additional 2.5 percent pay differential. Thus, a Sergeant would earn 115 percent of the maximum pay for a deputy; a Lieutenant would earn 125 percent of the maximum pay earned by a deputy; and a Captain would earn 135 percent of the maximum pay earned by a deputy.

The Union argues that the wages earned by the Command Officers lag substantially behind those earned by officers in



comparable communities. In particular, the Union underscores the disparity between wages earned by Command Officers in the county and wages earned by Command Officers in the City of Monroe. Finally, the Union looks to the impact of the cost-of-living upon employees as a statutory factor supporting its position on the issue of wages.

The Employers' last offer of settlement on wages is as follows:

Sergeants:

1983 - 6% increase

1984 - 4% increase

1985 - 4% increase

Lieutants and Captains:

1983 - 6% increase

1984 - 5% increase

1985 - 5% increase

The Employer argues that a comparison of wages earned by Monroe County Command Officers with those of their counterparts in Employer-offered comparable communities shows that the wages earned by Monroe County Command Officers is competitive.

Looking at the cost-of-living factor, the County points out that the current inflation rate is 2.65 percent and that in 1983 the figure was approximately the same. Given this, as well as

the substantial increase awarded Command Officers for the years 1980-1982, the wage demands of the Officers are, the Employer argues, excessive.

The County argues that Command Officers have received wage increases which substantially exceed those received by other County employees and that, in addition, the County of Monroe currently allocates one of the highest percentages (32%) of its total budget to law enforcement activities.

Finally, the Employer urges the Panel to consider wage costs together with other economic demands and offers which, viewed as a whole, make the Employer's offer a fair and reasonable one.

Discussion:

In the communities offered by the Union as comparable to the County of Monroe, namely Washtenaw, Lenawee, and the City of Monroe (excluding Wayne County) the average salary of Sergeant as of January 1, 1983 was \$27,141. This is some \$4,573 more than that earned by Sergeants in the County of Monroe.<sup>1</sup> For 1984, that disparity is made greater by the fact that Sergeants in the City of Monroe received an increase to \$29,335.90 on June 1, 1984. Moreover, Sergeants in the County of Monroe earn less than Sergeants in any other of the Union-offered comparable communities.

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<sup>1</sup> Union Exhibit 10.

Making the same comparison for Lieutenants, as of January 1, 1983, the average salary in the three-Union offered comparable communities was \$27,473. This is \$2,861 more than the salary earned by Lieutenants in the County of Monroe. Again, in 1984 the difference in wages earned by Lieutenant in Monroe County and their counterparts in Union-offered comparables is made greater by virtue of the pay increase received by Lieutenants in the City of Monroe. Of the Union-offered Comparable Communities, only Lieutenants in Lenawee County earned less than Lieutenants in the County of Monroe.

Comparing the wages of Sergeants and Lieutenants in the County of Monroe with their counterparts in the communities offered as comparable by the Employer, the following disparity is shown: The average salary earned by Sergeants in those communities (excluding Monroe County itself) is \$24,898. This is \$2,330 more than the maximum salary earned by Sergeants in Monroe County.

As regards the difference in wages earned by Sergeants in the City and the County of Monroe, as of January 1, 1983, Sergeants in the City of Monroe annually earn \$4,139 more than Sergeants in the County. Lieutenants in the City of Monroe annually earn \$4,778 more than Lieutenants in the County. As of January 1, 1984 that disparity became \$6,052 for Sergeants and \$6,879 for Lieutenants.

Consideration of the increase in the cost-of-living shows a continuing disparity between the wages earned by Command Officers in the County of Monroe and the increase in inflation. Union Exhibit 1 shows a total disparity of 16.16 percent between wage increases since 1980 and the rise in the cost-of-living over that same period.

Unquestionably Monroe County pays an unusually large percentage of its annual budget on law enforcement services. In addition, the practice of tying the increase awarded unit members here to the salary earned by employees outside this unit is troublesome. At the same time, the County has not asserted an inability to pay defense and, consideration of all salient factors enumerated in Section 9 of the Statute persuades a majority of the panel that the Union's last offer of settlement is the more appropriate proposal. Therefore, the Union proposal regarding wages is adopted. - Dissent Clayton J. Charron

## 2. Revision of Sick Pay Benefits:

The parties agreed that the issue of sick pay benefits is an economic issue. Under the current practice, Employees accumulate one day per month up to a total of 130 days. At the conclusion of their employment, employees receive no payment based upon accumulated sick leave.

The County proposes a sick leave benefit plan which would contain the following features: (A) Each employee would be granted a five (5) day sick bank at the beginning of each year. At the end of the year, any unused sick days would be paid off at the employee's current rate and would not accumulate. (B) The employees' present sick bank will be frozen and will be paid off at 50 percent at the time of separation but the Department will not be able to fill the position until the expiration of the paid-off sick days. Employees would be covered by a Comprehensive Disability Plan.

The Employer argues that its sick leave benefit proposal is superior to the Union's in several respects: First, it argues, the Employer's approach would diminish incentives for abuse of sick leave benefits. Second, the Employer argues that its proposal would provide greater protection to Employees who incur long term illness or injury. Finally, the County argues, its plan would relieve it of the potential financial liability for accrued sick days.

In the Employer's view, by reducing the number of available sick days to five per year and compensating employees for unused sick leave remaining at the end of the year, the opportunity for abuse of sick leave would be lessened and the incentive to refrain from abusing sick leave benefits would be increased. At the same time, the County argues, protection for employees who are rendered unable to work through sickness or injury would be

enhanced by means of the insurance policy the Employer proposes to purchase. This protection, the Employer avers, exceeds that provided in the current plan or under the Union's proposal because employees would continue to receive benefits even after the accumulated sick leave bank is exhausted.

While the Union's proposal does not seek a pay-out for employees at retirement based on a percentage of unused sick leave, the Employer argues that such a proposal was pursued by the Union during negotiations. If, in the future, such a proposal is sought and secured, the financial liability for the Employer--particularly if no maximum is placed upon accrued sick leave--could be great.

The Union also proposes to modify the existing sick leave plan. Under the Unions proposal, Employees would continue, as is presently the practice, to receive 12 sick days per year. The current ceiling of 130 days of accumulated sick leave would be removed and employees could accumulate an unlimited number of such sick days from year to year. Finally, under the Union's last offer of settlement, each January, employees would receive an annual sick leave bonus. Employees would annually be compensated at their annual salary for 50 percent of the unused sick leave days the previous year.

The Union looks to the treatment of sick leave in its comparable communities in support of its proposal. In Washtenaw

County and the City of Monroe, Command Officers accumulate one day per month for up to 120 and 100 day maximums respectively for sick leave purposes. In Lenawee County, employees may accumulate up to 2.1 days per month for "paid leave" purposes. Those days may accumulate up to 27 days. Each community has some provision for payout at retirement. Moreover, the Union argues, the proposal offered by the Employer would reduce the sick leave benefit to employees and would impair the operation of the Department as well.

Discussion:

At the September 21, 1984 meeting of the delegates to the Panel, the Chairman requested the parties reconvene for the purpose of further negotiating regarding the sick leave benefit issue. It was the Chairman's conclusion that both proposals had deficiencies making selection of either last offer of settlement difficult. The parties have not modified their respective positions, putting this Panel to the task of selecting one of the proposals on this economic matter.

Clearly the proposal of the Union more closely accords with the experience in its comparable communities. An examination of the contracts in the Employer-offered comparable communities reveals that the experience there also comports with the Union's last offer of settlement.

Article 10.3 of the contract between Berrien County and the Fraternal Order of Police<sup>2</sup> provides for accumulation of sick leave at one-half day per pay period up to 160 days without payout at an employees' termination of employment. Article 9 of the contract between Bay County and the F.O.P.<sup>3</sup> also permits an accumulation of 1 day per month with a maximum of 120 days accumulation. Employees in Bay County receive a payout at one-half of unused sick leave upon departure from employment. In Ottawa County, Command Officers receive one day per month for so called "paid leave" up to a 120 day maximum.<sup>4</sup> This leave is used for sick leave as well as other purposes and provision is made for payout for certain employees at the time of separation from employment. Article 14 of the contract between Jackson County and the Jackson County Deputy Sheriff's Association<sup>5</sup> provides for sick leave entitlement at the rate of one day per month without limitation on the amount which may be accumulated. Section 7 of that Article also provides for a payout upon the "termination, retirement or death of" the employee. Section 13.1 of the contract covering Command Officers in Muskegon Township<sup>6</sup>

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<sup>2</sup>Employer Exhibit 1.

<sup>3</sup>Employer Exhibit 2a.

<sup>4</sup>Employer Exhibit 3.

<sup>5</sup>Employer Exhibit 4.

<sup>6</sup>Employer Exhibit 5.



similarly provides that employees shall earn 12 days per year (employees with more than 10 years service earn 18 days per year) with unlimited accumulation available. Command Officers in that Community are entitled to a payout at the time of termination of employment. Finally, the contract between St. Clair County and the Union representing Command Officers<sup>7</sup> provides for the earning of sick leave at the rate of at least one day per month. Sick leave may be accumulated up to 120 days and employees may receive some payout for unused sick leave.

The Panel is also aware of the recently issued Opinion and Award of the Panel chaired by Hiram S. Grossman involving Monroe County and the Deputies in the Sheriff's Department. The proposal of the Union adopted by a Panel majority in that proceeding was very similar to the proposal in this matter. The Panel has found persuasive the reasoning in the decision relating to the relative costs and benefits to the Employer and the employees in the earlier Award. Finally, although the Award in the Companion Unit should not and does not mandate this Panel's decision, because of the nature of the county's proposal, it might be even more difficult and costly to administer for this Unit only.

The County's proposal is a novel one which would, among other things, lessen the incentive to abuse sick leave.

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<sup>7</sup>Employee Exhibit 6.

Consideration of the statutorily prescribed factors, however, persuades a majority of this Panel that the Union's proposal is more appropriate. Therefore, the Union's last offer of settlement regarding sick leave benefits is adopted. As with the Award in the other unit, the proposal shall be effective commencing January 1, 1985 and for the years 1983 and 1984 the current and existing sick pay and leave benefit shall remain in effect. - Dissent Clayton J. Charron

### 3. Lost and Damaged Articles:

The Employer seeks changes regarding the economic issue of lost and damaged articles. The Union proposes the continuation of the current policy in this area. The Employer seeks the following language: (A) Liability on the part of the County should be limited to the following: 1) damage or loss of watches or time pieces--maximum limit--\$50. 2) loss of glasses or contact lenses--maximum limit--\$75. 3) loss or damage to work shoes or boots--maximum limit--\$50.

The Employer believes the language in the current Collective Bargaining Contract to be unnecessarily vague resulting in potential for employee abuse. In addition, the Employer asserts that in arriving at the present arrangement, the parties did not intend to make the Employer responsible for expensive items of personal property not necessary to the performance of the job.

The allowance proposed by the Employer in this area, in its view, amply protects the employee from the loss of valuable personal items through no fault of his own.

The Union points out that under the current practice, in order for an employee to be compensated, the article must have been in the possession of the employee at the time of its loss or damage and a record of the loss or damage must have been noted in the police report.

**Discussion:**

Apparently, the Lost and Damaged Articles Provision in the current contract has potential for abuse. Mr. Kryston gave credible testimony that the County has received claims for losses in the Deputies' unit that were dubious. At the same time, he candidly testified that there had been no abuse or suspected abuse of this provision by Officers in the Command unit. Indeed, even in the unit in which the questionable claims were filed, a Panel majority decided that the evidence did not warrant setting aside the present arrangement. Because there has been no showing or allegation of abuse with respect to employees in this unit, the last offer of settlement of the Union is adopted.

**4. Shift Differential:**

The parties are in substantial agreement with respect to shift differentials and differ only as to the date of

implementation. The Union seeks a 10 cent per hour premium for employees working the afternoon shift and a 15 cent per hour premium of employees working the midnight shift retroactive to January 1, 1983. The Employer proposes the same differentials but proposes that it be prospective only.

#### Discussion:

The Department formerly operated rotating shifts. With permanent shifts now the practice, the Employer recognizes the logic of pay differentials for less desirable work hours. At the same time, the Employer has persuaded the Panel that any retroactive effect to this Award would necessitate the very difficult administrative task of calculating individual assignments. Given the fact that little or no evidence was proffered to support retroactivity of shift differential benefits, the proposal of the County is adopted. As with the Award for the Deputies' Unit, the shift differential proposal shall be effective commencing with the first full pay period following the issuance of this Award.

#### 5. Overtime:

The Union seeks to provide overtime compensation for all members of the Command Unit. Presently, Sergeants are eligible for overtime while Lieutenants and Captains are not. The Employer seeks no change from the present policy governing overtime.

In support of its proposal, the Union looks to the testimony of Captain Lynch that during the past year he put in approximately 600 hours of overtime without compensation. In contrast to other Management personnel, who work without overtime compensation, the Union argues that Police Supervisors work at all hours of the day and night. The Union also looks to the experience in Union-offered comparable communities. In each of these communities, overtime is paid to Command Officers.

The County argues that overtime for Lieutenants and Captains is inappropriate. As supervisors, persons holding these ranks set their own hours and have the freedom to come and go as they please. In the Employer's view, overtime is contrary to this "flex-time" approach. As importantly, adoption of the Union proposal would expose the Employer to substantial and unverifiable overtime costs. The County points out that the Union proposal would have cost the Employer an additional \$11,000 for the payment of overtime to one person. Since other supervisors in the County's employ do not receive overtime, application of overtime to Command Officers is unwarranted.

Discussion:

Overtime compensation is available for Command Officers in each of the Union-offered comparable communities. In addition, in the Employer-offered comparables, Berrien County<sup>8</sup> and Bay

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<sup>8</sup>Article 9.2.

County<sup>9</sup> each compensate Command Officers at overtime rates of pay for hours worked in excess of 8 hours per day or 40 hours per week. In Ottawa County<sup>10</sup> and Jackson County<sup>11</sup> employees who work in excess of 80 hours in a two-week period receive overtime compensation. In Muskegon County, Command Officers receive overtime for hours worked in excess of 8 hours in a day or 80 hours in a two-week period.<sup>12</sup> In St. Clair County, Officers receive overtime for hours worked in excess of 8 hours per shift.<sup>13</sup> Only in Bay County is overtime worked by Command Officers without overtime compensation.

It is apparent that the principle of overtime compensation for Command Officers is accepted in the vast majority of comparable communities. While the potential for abuse of the overtime provision concerns this Panel, the County retains managerial rights to insure that hours are schedule equitably and in keeping with the fiscal needs of the County. Accordingly, the proposal of the Union is adopted as to the economic issue of

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<sup>9</sup>Article 30.1.

<sup>10</sup>Article 5, Section 2.

<sup>11</sup>Article 20.

<sup>12</sup>Section 9.1.

<sup>13</sup>Article 7.

overtime. Beginning with the pay period following the issuance of this Opinion and Award, overtime compensation shall be paid to all Command Officers in accordance with the Union's last offer of settlement. - Dissent Clayton J. Charron

6. Hospitalization Insurance:

At the meeting of the Delegates on September 21, 1984, the parties reached agreement regarding the issue of hospitalization insurance. The parties, with the Chairman's concurrence, have agreed to the following stipulated Award:

In the event an employee is killed in the line of duty, hospitalization insurance shall be provided to said employee's spouse until the time that he--she shall remarry or secure hospitalization insurance from another source, and to said employee's dependent children until the time they reach the age of 18 years or hospitalization insurance is available from another source.

7. Hospitalization for Retirees:

The Union seeks hospitalization insurance for retirees at their date of retirement. The Employer seeks to continue the present practice in the County.

The Union argues that employees need hospitalization coverage at retirement as much or more than any other time of life. The Union also looks to its comparable communities in

support of its proposal. Finally, the Union argues that its proposal is reasonable because if the retiree secures hospitalization insurance elsewhere, the Employer's obligation to continue coverage would cease.

The Employer is opposed to the extension of hospitalization insurance to retirees for two reasons: First, the Union's proposal will create an economic incentive for Employees to leave county employment--particularly those who retire early for personal reasons. Second, the Union's proposal will be costly. The Employer argues that the cost of such a program will be more than \$10,000 annually per retiree, by the early 1990's.

#### Discussion:

Examination of the contracts in comparable communities offered by the Employer as well as the Union shows that provision of hospitalization insurance for retirees is an accepted practice in the majority of the communities.

Moreover, the potential cost of the program appears to be based in large part, on conjecture. The \$10,000 per year potential cost appears to be based upon a 12-20% increase in costs for medical insurance which may or may not occur.

The Panel is also aware of the award of the Panel in the Deputies Unit in which the proposal of the Union was adopted. Although the Opinion of the Panel in the companion unit may not



be a criterion set forth in Article 9 of the statute, a majority of the Panel is of the opinion that the relative costs and benefits of the proposals are thoroughly analyzed in that Award And that uniformity as to this issue is desirable.

For the foregoing reasons, the last offer of settlement of the Union is adopted. In accordance with the Award in the companion unit, this Award and Order will be implemented beginning

January 1, 1985. Dissent Clayton J. Charron

#### 8. Life Insurance:

As to the economic issue of life insurance, the Union seeks an increase in coverage to an amount equal to double the employee's annual wage and double indemnity in the event of death within the line of duty. The Employer seeks to continue the present coverage for employees.

The Union urges that the increase in benefits are warranted by the complex and dangerous nature of police work. In addition, the Union argues that the present insurance reflects double the wages of employees from several years ago.

The Employer argues no evidence has been brought forth by the Union to support its position. Moreover, a comparison of the coverage in Monroe County with that in Union-offered comparable communities shows that this employers coverage is equal to or greater than the coverage in any of the offered communities.

Discussion:

The evidence clearly shows, as the Employer argues, that the life insurance coverage enjoyed by Command Officers in Monroe County is unsurpassed in any of the comparable communities. In addition, no evidence has been proffered showing the present coverage to be inadequate. Accordingly, the last offer of settlement of the County is adopted.

9. Annuity Withdrawal:

The issue of annuity withdrawal is a non-economic one. The Union requests that Command Officers have the option to withdraw the annuity portion (that amount contributed by the employee) of the pension benefit at retirement. The Employer seeks to continue the current policy in the County.

The Union argues that employees should be permitted to withdraw that portion of their pension fund contributed by the employee at the time of retirement, particularly where, as here, there is no evidence that this would result in increased cost or hardship to the Employer. Moreover, if the employee elects to withdraw his contribution to the pension, the amount left would be reduced by a corresponding amount.

The Employer is philosophically opposed to the Union's request. In its view, the retirement system serves the purpose

of providing economic security after the employee has left employment--not to serve as a savings account for those employees who elect early retirement.

Discussion:

A majority of the Panel has concluded that the Union's proposal is supported by logic and the weight of the evidence. According to the Union's last offer of settlement, an employee, at retirement, would only receive an amount equal to the amount contributed by him during the course of his employ. This would permit the employee to do with the money as he sees fit. This option would be available to the Employee without apparent cost to the employer or fellow employees. In addition, the Panel has taken notice of the Award in the Deputies Unit in which the same benefit was sought by the Union and granted by the Panel. Again, uniformity between Command Officers and Deputies in this area would promote labor management relations.

This Award shall be prospective only beginning January 1, 1985. The Award shall be as follows:

Effective January 1, 1985, employees shall at retirement be allowed to withdraw the contributions they have made into the retirement system and will subsequently receive an actuarially reduced pension in accordance with actuarial computations based upon actuarial principles. The pension is to be reduced based upon the assumption rate contained in the actuary's report for the period of time immediately preceding the employee's retirement.

Dissent Clayton J. Charron

10. Just Cause:

The issue of the standards for discharge and discipline is a non-economic issue. The Union seeks to add language to Article XII of the former Collective Bargaining Contract that is the same as that contained in the Award to the Deputies Unit.<sup>14</sup> This language, inter alia, would permit discipline and discharge of Command Officers only for just cause. The Union argues that inasmuch as the Employer did not directly address the issue in its last offer of settlement, the Panel should adopt the position of the Union. That offer, the Union argues, would add only a due process and just cause provision to the current collective bargaining contract. The Employer's proposal, the Union argues, is unwarranted because the record evidence revealed no problem arising in this unit with respect to the language in question. Finally, the Union argues that extension of the period for determining disciplinary action is too open-ended and unnecessarily diminishes the protection employees currently enjoy.

The Employer argues that the Union presented no evidence whatsoever in support of its position. Nevertheless, the County has no objection to incorporating due process and just cause protection in the contract.

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<sup>14</sup>Union Exhibit 13.


Discussion:

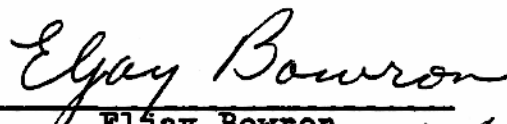
The final offers as to this non-economic issue are not completely clear. It is true, for example, that the Employer's last offer of settlement does not specifically address the issue. At the same time, review of the Employer's brief and discussion among the Delegates make it clear that the Employer seeks, at least, to extend to two years the period of time the Employer may utilize in imposing discipline. The Union objects to this extension but offers no evidence in support of its position. The Union argues that a just cause and due process provision should be added and the Employer does not appear to oppose the inclusion of such language.

Accordingly, the Panel has decided to add language to the contract requiring that due process and just cause be present before discipline may be imposed. In addition, the Panel is persuaded that the experience in comparable communities supports the conclusion that the County ought to be able to review an employee's disciplinary record for a period of two years in deciding the nature and extent of discipline to be imposed. With

these guidelines, the matter is returned to the parties to arrive at mutually acceptable language that is consistent with this Award. The Chairman will retain jurisdiction to entertain further arguments, if necessary, regarding any disagreement over the interpretation of the Award as to this issue.

Respectfully Submitted,

  
Robert A. McCormick, 12/1/84  
Chairman

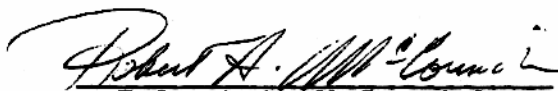
  
Eljay Bowron, 12/3/84  
Union Delegate

\_\_\_\_\_  
Clayton Charron,  
County Delegate

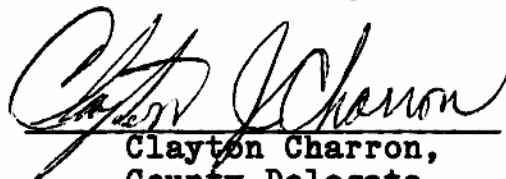
DATE: November 28, 1984

these guidelines, the matter is returned to the parties to arrive at mutually acceptable language that is consistent with this Award. The Chairman will retain jurisdiction to entertain further arguments, if necessary, regarding any disagreement over the interpretation of the Award as to this issue.

Respectfully Submitted,

  
Robert A. McCormick,  
 Chairman 12/2/84

Eljay Bowron,  
 Union Delegate

  
Clayton Charron,  
 County Delegate 11-28-84

DATE: November 28, 1984

Dissent Issue 1 - Wages  
 Issue 2 - Sick Pay  
 Issue 5 - Overtime  
 Issue 7 - Hospitalization (retirees)  
 Issue 9 - Annuity withdrawal