

STATE OF MICHIGAN

ARBITRATION UNDER ACT NO. 312  
PUBLIC ACTS OF 1969, AS AMENDED

COUNTY OF MONROE

-and-

MONROE COUNTY SHERIFFS  
F.O.P. LODGE 113

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APPEARANCES AND HEARING INFORMATION

A Pre-hearing Conference was held at the office of Herbert V. Rollins, Panel Chairman, on May 23, 1977.

The full hearing was held at the office of the Michigan Employment Relations Commission on June 27, 1977.

The Arbitration Panel consisted of:

Herbert V. Rollins, Impartial Chairman  
George Ehman, County Panelist  
Jack Brown, Lodge Panelist

Appearances:

David P. Woods, Esq.  
John A. Lyons, Esq.

For the County of Monroe  
For the Lodge

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## EXHIBITS

The following exhibits were admitted into the record. ("J" refers to a joint exhibit, "L" refers to a Lodge exhibit and "M" refers to a Monroe County exhibit):

Deputies' Agreement	1-J
Lieutenants' Agreement	2-J
Letter of 2/9/77	3-J
Letter of 11/12/76	4-J
General	1-L
Holiday Pay, etc.	2-L
Contract - Lenawee Deputies, etc.	3-L
Contract - Lenawee Command	4-L
Contract - Washtenaw Deputies	5-L
Contract - Washtenaw Command	6-L
Contract - Monore	7-L
Contract - Wayne Deputies	8-L
Contract - Wayne Command	9-L
Contract - Supplement	10-L
Michigan State Police Troopers Association Summary	11-L
C.O.L.A. Information, etc. 20 pages	12-L
Monroe County Budget	13-M
Blue Cross Information	14-M
Life Insurance	15-M
Evaluation of Hazard Pay & Holidays	16-M
Retirement Benefits	17-M
Vacation benefits	18-M
Comparable Counties	19-M
Historical Survey of Wages	20-M

EXHIBITS (Cont'd)

Other County Salary Information	21-M
Salaries - Jackson County Deputies 1977	22-M
Salaries - Jackson County Deputies 1978	23-M
Salaries - St. Clair County	24-M
Salaries Paid 1976 per W-2	25-M
C.O.L.A. Summary	26-M

### BACKGROUND

The prior collective bargaining agreement covered a two year period terminating on December 31, 1976. They renewed each year, unless either party gave notice of its desire to renegotiate. Seeking negotiation, the Lodge gave the required notice to the County on behalf of both Units I and II\*.

The parties engaged in several bargaining sessions, none of which were fruitful. The following took place thereafter:

November 12, 1976, the Lodge wrote to M.E.R.C. (Ex. 4-J) requesting the assignment of a mediator and an Act 312 Panel be reserved.

November 15, 1976, Thomas Bedoud, Mediator, appointed to the case.

December 29, 1976, after mediation meetings, Mr. Bedoud stated that the parties were at an impasse.

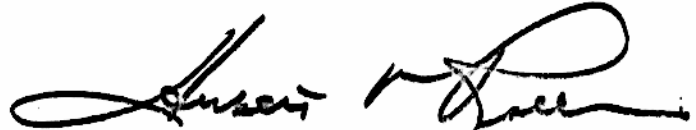
February 9, 1977, the Lodge requested appointment of an Act 312 Panel (Ex. 3-J).

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\*Unit I includes all uniformed deputies, matrons, booker-dispatchers, cadets and Lein operators. Unit II covers all Lieutenants, Sergeants and Captains. Both units have separate contracts, which are pretty much identical except for the pay scales and certain Letters of Understanding.

## PREFACE

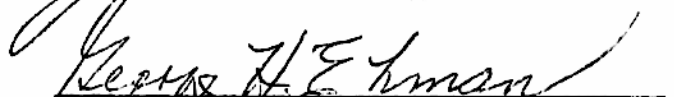
A draft of the background of the issues and general summaries of the respective positions were first prepared by the Panel Chairman. Meetings of the full panel were then held to review the draft, make changes thereon and discuss the final orders. Thereafter, the Panel Chairman prepared a final draft of the entire document. The enclosed was signed by each of the members at the panel's last joint meeting on September 14, 1977.



Herbert V. Rollins, Chairman



Lt. Jack Brown, Lodge Panelist



George H. Ehnman, County Panelist

MOTION TO DENY BENEFITS RETROACTIVELY

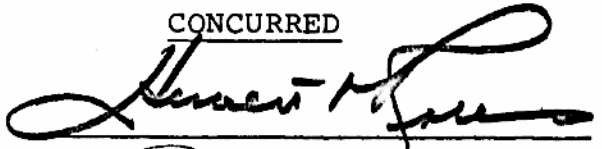
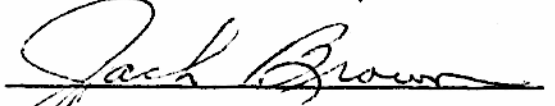
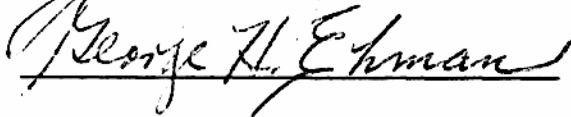
The County made an oral motion challenging the Panel's right to increase any rates of compensation retroactive to January 1, 1977 and prior to January 1, 1978. It based its argument under Section 10 of the Act, which prohibits retroactive raises, "If a new fiscal year has commenced since the initiation of arbitration." The argument was that the County's fiscal year started January 1, 1977 and the letter of February 9, 1977 (Ex. 3-J) constituted the initiation of arbitration, thus raises could only be effective commencing at the start of the next fiscal year.

The Panel unanimously denied the motion, holding that the arbitration proceedings were initiated on November 12, 1976, when the letter (Ex. 4-J) was written to the Commission requesting the Commission to "reserve a panel of arbitrators under Section 5 of the aforementioned Act 312."

ORDER

The County's motion to deny increases in compensation retroactive to January 1, 1977, is denied.

CONCURRED

DISSENTED

None

TERM OF CONTRACT

The parties stipulated that the orders of this Panel shall cover the provisions to be included in a two year contract covering the years 1977 and 1978. Members of the Panel concluded that the benefits of certain items, if administered retroactively, could cause difficult administrative problems.

Accordingly, the Panel makes the following order:

ORDER

The labor agreement effectuated pursuant hereto shall be for a term of two years from and after January 1, 1977 and expiring December 31, 1978.

CONCURRED

*Robert V. Brown*  
*Jack Brown*  
*George H. Edman*

DISSENTED

*- NONE -*

ARTICLE X

HOLIDAY PAY

The present contract provides for holiday pay for the following holidays:

New Years Day\*

Memorial Day\*

Independence Day\*

Labor Day\*

Thanksgiving Day\*

Christmas Day\*

Veterans Day\*

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Lincoln's Birthday

Good Friday (after 12:00 noon to end of regular  
scheduled shift)

Columbus Day (if allowed by statute)

State and National General Election Day  
(first Tuesday after first Monday in  
November, after first Monday in even  
years)

Christmas Eve and New Year's Eve  
(a full holiday if they fall on a week day;  
not a holiday if they fall on Saturday  
and Sunday)

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\*In its final offer, the County refers to the first six holidays as the "six basic holidays."



Under the existing agreement (Article X), holiday pay is divided into two separate categories of employees. The first category consists of employees (Captains, Lieutenants, Matrons, Lein operators and Cadets) who normally work a basic 40 hour Monday through Friday work week. These employees are not scheduled to work on contract holidays and, as a consequence, receive them off with pay, provided they meet the basic eligibility requirements negotiated by the parties. As a result, this first category of employees receive their regular pay during a week in which a holiday occurs. The County proposes no change in connection with this method of holiday pay for the category of employees above referred.

The second category of employees, consisting of Sergeants, sworn deputies and Booker-Dispatchers, are by the nature of their duties scheduled on a 7-day 24-hour basis. As a consequence, these employees are frequently scheduled to perform work on holidays since the employee's normal duty day will, over a period of time, occur on a holiday. Under the present contract, employees in the second category receive a lump sum payment of \$500.00 per year payable in four equal installments in addition to their regular wages as holiday pay. This lump sum is received without regard to whether employees are scheduled to work or in fact do work on holidays.

#### COUNTY PROPOSAL

The County proposes to change this method of payment for employees in this second category and to provide that each such employee will receive the six basic holidays, off duty without loss of pay, provided they meet the eligibility rules negotiated by the parties. These employees, if they are scheduled to work and do work on the six basic holidays,

shall receive, including their regular wage, two times the hourly rate of pay to which the employee is entitled for each hour worked on the six basic holidays. On the seven remaining holidays normally observed by the County, employees in the second category will receive one and one-half times the employee's regular hourly rate of pay for each hour worked on these holidays if they are scheduled to work and actually do work. No pay is granted to employees who are not scheduled to work on the seven minor holidays. The County claims that the net effect of the County's proposal is to have a more equitable payment of premium pay for those employees who are inconvenienced by working on a holiday. Under the present contract, all sworn deputies receive the same holiday pay allowance without regard to the number of holidays worked. Under the County proposal, those employees who by "luck of the draw" are scheduled for more holidays than others, will receive a greater holiday pay. It concludes by saying: "At the present wage rates, each sworn deputy will receive \$420.00 for the seven major holidays\* or approximately the same amount as was received by all holidays for all holiday pay. Thus, no sworn deputy should sustain any loss of holiday pay, but rather should receive more holiday pay."

#### LODGE PROPOSAL

The Lodge proposes that all sworn deputies, Booker-Dispatchers, Sergeants, Lieutenants and Captains receive their regular hourly pay on all holidays when not working and regular hourly pay, plus time and one-half on all holidays when working.

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\*In its actual proposal, the County specifies six major holidays.

### DISCUSSION

The differences in Holiday Pay for Deputies are repeated in simple chart form.

#### MAJOR HOLIDAYS

	<u>County</u>	<u>Lodge</u>
(When working)	2 times	2-1/2 times
(When not working)	regular	regular

#### MINOR HOLIDAYS

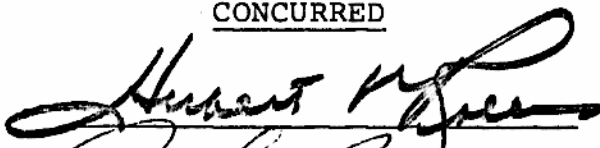
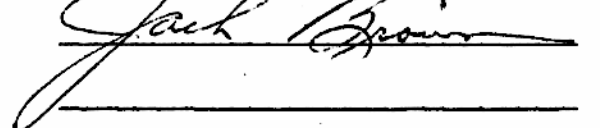
(When working)	1-1/2 times	2-1/2 times
(When not working)	none	regular

Since the County's proposals will eliminate pay for minor holidays when an employee is not working, it is not an equitable method to resolve this problem. Accordingly, the Panel adopts the Lodge's proposal.

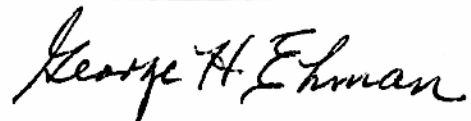
### ORDER

The 1977 and 1978 contract shall contain therein the proposal of the Lodge regarding Holiday Pay as stated in its Final Offer. Benefits therein shall be retroactive to January 1, 1977.

#### CONCURRED

#### DISSENTED



GUN ALLOWANCE

HAZARD PAY

There is no present language covering this provision.

LODGE PROPOSAL

The Lodge proposes that deputies receive \$1.00 per day, or \$365.00 per year, as hazard pay, claiming payment for carrying guns even while off duty.

COUNTY PROPOSAL

"No hazard pay - gun allowance."

WITHDRAWAL

This issue having been withdrawn by the Lodge, no award will be made thereon.

### SICK PAY BENEFITS

Presently, an employee accumulates sick leave at the rate of 1 day per calendar month, or a maximum of 12 days in any 1 year. His maximum accumulation is 90 days.

### LODGE PROPOSAL

The Lodge proposes continuing the same rate of accumulation, 1 day per month, except that the maximum accumulation would be increased from 90 to 120 days.

### COUNTY PROPOSAL

The County proposes that employees with accumulation of 90 days as of December 31, 1976, accumulate no more than 10 days in 1977 and no more than 10 days in 1978, with a maximum accumulation of 110 days at the end of 1978.

### TEMPORARY EMPLOYEES

Both the Lodge and the County do not propose any changes in regard to receipt and accumulation of Sick Pay Benefits by Temporary Employees.

### DISCUSSION

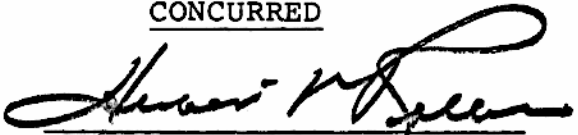
The basic differences are that the Lodge proposes a maximum accumulation to 110 days, while the Lodge seeks 120 days. Under the County's plan, 10 days would accumulate in 1977 and 10 days in 1978. Thus, those employees who already have banked 90 days will have 110 days at the end of 1978. The Lodge proposal of 12 days in each of the two years would boost an employee who already has the 90 day maximum accumulation up to 114 days, 6 short of the maximum requested by the Lodge.

The majority view the County's proposal as representing a substantial increase in benefits and, after further considering the other economic benefits granted herein, adopts the County's proposal.

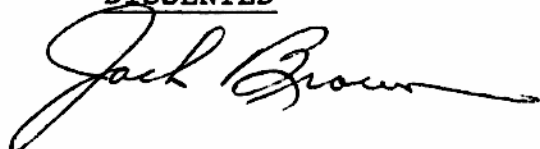
### ORDER

The 1977 and 1978 contract shall contain therein the proposal of the County regarding Sick Pay Benefits as stated in its Final Offer. These benefits are to be retroactive to January 1, 1977.

CONCURRED

  
George K. Egan

DISSENTED



### VACATIONS

Presently the contract provides that after 1 year of service, employees are entitled to vacations as follows:

<u>Length of Continuous Service</u>	<u>Vacation Time Earned</u>
1 Year	1 Week
2 Years	2 Weeks
8 Years	3 Weeks
18 Years	4 Weeks
25 Years	5 Weeks

### LODGE PROPOSAL

The Lodge proposes a change in the schedule to step up the eligibility after 2 years, to the following:

1 Year	1 Week
2 Years	2 Weeks
5 Years (instead of 10)	3 Weeks
10 Years (instead of 18)	4 Weeks
15 Years (instead of 25)	5 Weeks

### COUNTY PROPOSAL \*

Employees become eligible for 5 days of vacation after 6 months of continuous service. Thereafter, full time employees will earn vacation as follows:

							<u>Earned Monthly Vacation Days</u>
From	7	calendar months	to	18	calendar months		.625
"	19	"	"	60	"	"	.833
"	61	"	"	84	"	"	1.041
"	85	"	"	144	"	"	1.250
"	145	"	"	180	"	"	1.458
"	181	"	"	240	"	"	1.666
"	241	"	"	and over			2.083

Under the County's method, an employee with 24 months receives 12 X .833, or 9.996 days, and with 96 months, 12 X 1.250, or 15.000 days.

\*Actually, the County proposal has been in existence since January 1, 1976, pursuant to a Letter of Understanding attached to the previous contract.

### DISCUSSION

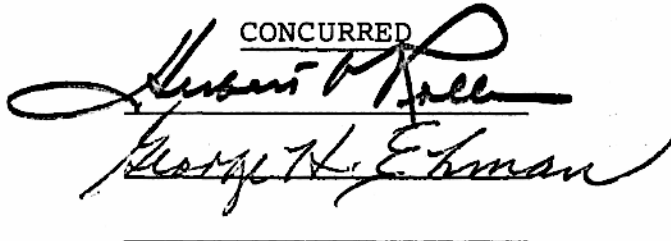
The program adopted pursuant to the Letter of Understanding, which became effective January 1, 1976, was an improvement over the benefits in existence prior to the change. The breaking point of the existing program and the Lodge's request are as follows:

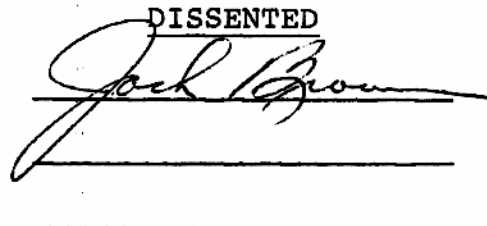
	<u>Existing</u>	<u>Lodge</u>
6 mos.	7.5	0
1 year	7.5	5
19 mos.*	10	5
2 years	10	10
5 yrs.+1*	12.5	15
7 yrs.+1*	15	15
8 years	15	15
10 years	15	20
12 yrs.+1*	17.5	20
15 yrs.+1*	20	25
18 years	20	25
20 yrs.+1*	25	25
25 years	25	25

The County's present program improves the benefits more rapidly in the first year and half, but does not accelerate as rapidly in the later years, as the terms proposed by the Lodge. In addition to the increase at 5 years instead of 8, it does in most years increase the number of vacation days anywhere from 2-1/2 to 5 days. In considering the existing plan along with the other economic benefits granted herein, the majority adopts the County's proposal.

### ORDER

The 1977 and 1978 contract shall contain therein the proposal of the County regarding Vacation Benefits as stated in its Final offer.

CONCURRED  
  
George H. Edman

DISSENTED  
  
Jack Brown

\*The asterisk indicates the period when the benefits increase. The other periods were provided by the Panel by interpreting the County's proposal.



### BLUE CROSS/BLUE SHIELD COVERAGE

Presently, the County provides Blue Cross/Blue Shield MVF-1 family coverage with Master Medical and \$2.00 Co-pay prescription drug plan, or its substantial equivalent.

### LODGE PROPOSAL

The Lodge proposes:

- (a) Continuation of the above coverage as presently provided.
- (b) Plus optical plan family coverage.
- (c) Plus dental insurance, Class I and II, full family coverage with \$600.00 maximum per person per year. The carrier to pay 60% of the incurred expenses as defined in the plan.

### COUNTY PROPOSAL

The County proposes that the coverage continue as presently provided without any changes.

DISCUSSION

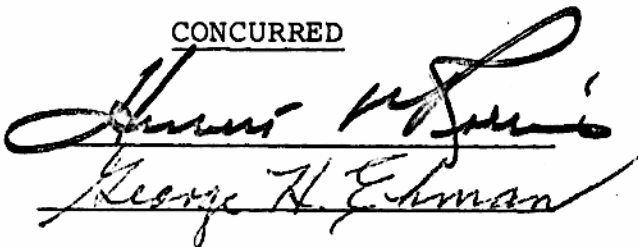
BLUE CROSS/BLUE SHIELD COVERAGE

Extra coverage for optical and dental services are not provided in any of the submitted contracts of comparable counties. Further, all county employees are covered under a single Blue Cross/Blue Shield policy and it has been the practice of the County to provide such uniform benefits to all of its employees. The present coverage, under a tight budget situation, appears to be adequate.

ORDER

The 1977 and 1978 contract shall not provide for any change in the existing Hospitalization benefits.

CONCURRED

  
George H. Edman

DISSENTED

  
Jack Brown

DENTAL PROGRAM

The present contract provides no dental insurance coverage.

COUNTY PROPOSAL

The County proposes "no dental program during term of proposed agreement."

LODGE PROPOSAL

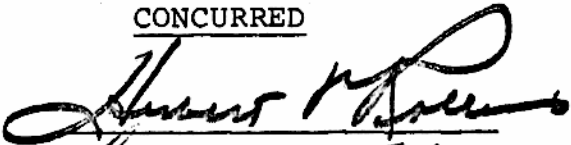
The Lodge proposes dental insurance, Class I and II, full family coverage with \$600.00 maximum per person per year. The carrier to pay 60% of the incurred expenses as defined in the plan.

This issue is covered under the provision of Blue Cross/Blue Shield Coverage.

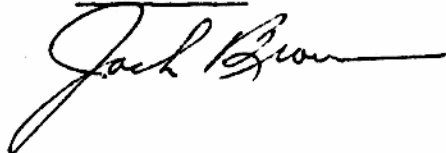
ORDER

The request for dental insurance coverage is denied.

CONCURRED

  
George H. Edman

DISSENTED



### EYEGLASS OR OPTICAL INSURANCE

The present contract provides no eyeglass or optical insurance.

## COUNTY PROPOSAL

The County proposes "No eyeglass or optical insurance during term of proposed agreement."

# LODGE PROPOSAL

The Lodge proposes "For eligible employees, employees' spouses and/or eligible dependents: Optical plan, family coverage (from date of award)."

This issue is covered under the provision of Blue Cross/  
Blue Shield coverage.

## ORDER

The request for eyeglass or optical insurance is denied.

CONCURRED

CONCURRED  
*Robert M. Kocin*  
*George H. Egan*

DISSENTED

Jack Brown

## LIFE INSURANCE

Presently, sworn deputies are provided with life insurance in the amount of \$25,000.00, with double indemnity. All other unit employees are provided with \$8,000.00 of coverage with double indemnity.

# COUNTY PROPOSAL

The County will continue to provide the same existing coverage for both sworn deputies and other employees, except that after age 65 the insurance coverage for sworn deputies will be reduced to \$12,500.00 and the insurance coverage for other employees reduced to \$4,000.00.

# LODGE PROPOSAL

The Lodge agrees to the reduction of coverage (\$12,500.00) for sworn deputies after age 65 and the reduction to \$4,000.00 insurance coverage for other employees after age 65.

## DISCUSSION

There being no conflict, the Panel makes the following Order:

## ORDER

Exhibit "B" of the existing contract, entitled "Insurance Program" shall provide the terms as contained in the County's proposal.

CONCURRED

CONCURRED

Lester V. Griffin  
George H. E. Egan  
Jack Brown

## DISSENT

None

### DUTY DISABILITY PAYMENT PROGRAM

The present contract provides for payments to sworn deputies for disability suffered in line of duty as follows:

(a) First week - regular weekly take home pay, with a maximum payment of \$180.00.

(b) During the following 51 weeks of disability - regular weekly take home pay, less workmen's compensation check, with a maximum payment of \$180.00 per week.

### COUNTY PROPOSAL

The County proposes to raise the maximum payments in both situations, above described, from \$180.00 to \$190.00 per week.

### LODGE PROPOSAL

The Lodge proposes:

(a) If an employee is unable to perform his regular duties as a result of an on duty accident, illness or other cause, the employee, if possible, will be provided with such duties as he is capable of performing.

(b) In the event of complete disability where the employee cannot continue to perform any departmental duties, he shall receive his "current base pay" and the continuance of the current medical and life insurance plans until retirement or death, whichever comes first. From his current base pay, there is to be deducted the workmens' compensation benefits.

### DISCUSSION

This is a benefit that from past experience should not be overly expensive, but amounts to a just and equitable benefit to the police officer who is critically disabled in the line of duty. Further, if the injury is permanently disabling, the cost of the benefit could be decreased if the officer is retired. Based on all considerations, the Lodge proposal was adopted by the majority.

### ORDER

The 1977 and 1978 contracts shall contain the "Duty Disability Payment Program" as proposed by the Lodge.

#### CONCURRED

Harold A. Quinn  
Jack Brown  
\_\_\_\_\_

#### DISSENTED

George H. Edman  
\_\_\_\_\_  
\_\_\_\_\_

MEDICARE RIDER

There is presently no Blue Cross/Blue Shield Medicare Supplement Rider provided at employer's expense for employees working after age 65.

COUNTY PROPOSAL

"No Medicare Rider during term of proposed agreement."

LODGE PROPOSAL

"For County pension retirees only: Medicare Rider - The County shall provide a Medicare Rider to retirees."



DISCUSSION

The request by the Lodge for a Medicare Rider for retirees, in addition to the \$4,000.00 life insurance, is a program which requires further investigation by both parties. The Panel was unable to find any precedent in this regard by reference to other contracts. Hopefully, the County will, if finances permit, explore the feasibility of such a program.

ORDER

The request of the Lodge for inclusion of a Medicare Rider is denied.

CONCURRED

DISSENTED

NONE

Arthur P. Rocco  
George H. Ehnson  
Jack Brown

### LOST OR DAMAGED PROPERTY

The present contract provides no payment to sworn deputies for their lost or damaged property.

### COUNTY PROPOSAL

The County proposes that such articles of personal property as the employee is required to have in his possession, which may be damaged or lost in line of duty, be repaired or replaced by the County, provided the employee makes note of the loss or damage in his official report of the incident which caused the loss or damage.

### LODGE PROPOSAL

The Lodge proposes that, subject to proof of loss or damage, lost and/or damaged personal articles, i.e., watch, eye glasses, etc., be replaced by the County at no cost to the employee, where such loss and/or damage occurs while in the course of employment. The proposal also applies to all required equipment such as uniforms, flashlights, weapons, etc.

### DISCUSSION

There appears to be no differences in the respective proposals, other than the proposal by the County that notes of the loss or damage be included in the deputy's official report. The latter appears to be a reasonable request.

### ORDER

LOST OR DAMAGED PROPERTY, New Section 15.12 shall read as provided in the County's proposal.

LOST OR DAMAGED PROPERTY (ORDER, Cont'd)

CONCURRED

DISSENT

None

Arthur V. Brown  
George H. E. Brown  
Jack Brown

### PERSONAL LEAVE DAYS

The present contract provides for no personal leave days. However, by a letter of understanding and present practice, employees are entitled to one (1) personal leave day per year.

### COUNTY PROPOSAL

The County proposes that effective January 1, 1978, full time seniority employees be entitled to two (2) personal leave days, subject to reasonable notification of taking same.

### LODGE PROPOSAL

The Lodge requests two (2) paid personal leave days.

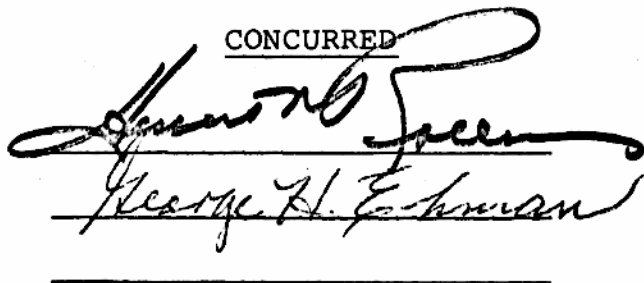
### DISCUSSION

Both parties are agreeable to 2 personal leave days per year. The County proposes that this policy commence January 1, 1978, while the Lodge requests immediate effect. Since there are only 4 months left in the first year of the contract, it appears that commencing the improved program on January 1, 1978 would amount to a fair resolution.

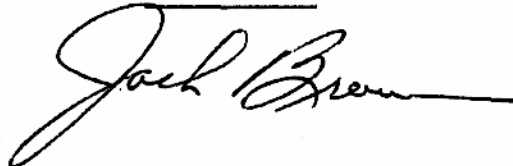
### ORDER

The 1977 and 1978 contract, Article VI, Section 6.7, regarding Personal Leave Days, shall read as proposed by the County.

CONCURRED

  
George H. E. Hansen

DISSENTED



#### LODGE LEAVE

The present contract provides that up to two (2) employees may have a leave of absence up to 5 days to attend to Lodge business. Such leave will be without pay.

#### LODGE PROPOSAL

The Lodge proposes that such leave be with pay.

#### COUNTY PROPOSAL

The County proposes that the existing provision in this regard remain without change.

#### DISCUSSION

The parties agree that the number of leave of absence days for members to attend to Lodge business remain as presently provided, 2 days. The Lodge requests leave with pay, the County proposes leave without pay.

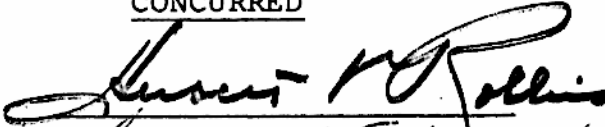
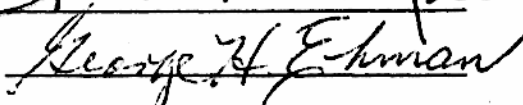
### DISCUSSION

It does not seem proper for the County to use public funds for employees to attend Lodge conferences and conventions. Wayne County pays such costs "when such attendance, in the opinion of the Sheriff, contributes to the betterment of the service." Since the Lodge's proposal has no limitations, the cost of such attendance could be categorized as an unfair burden to the taxpayers. Accordingly, Lodge leave of 2 days without pay will be ordered.

### ORDER

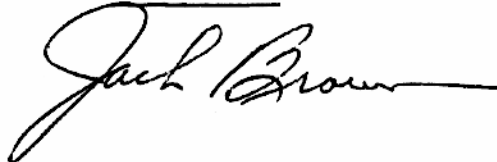
The 1977 and 1978 contract regarding Leave of Absence, Article VI, Section 6.2, shall remain as presently provided.

CONCURRED

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DISSENTED



## OVERTIME FOR LIEUTENANTS AND CAPTAINS

### PRESENT CONTRACT

The present contract makes no provision for overtime for Lieutenants and Captains.

### LODGE PROPOSAL

Lieutenants and Captains are to receive overtime pay on the basis as already provided to deputies in Unit I and Sergeants in Unit II (See Section 5.3, Ex. 2-J).

### COUNTY PROPOSAL

No change.

### DISCUSSION

Lieutenants and Captains act in managerial capacities and direct the operations of the deputies and other employees in the department. With such responsibilities, they should not be placed in the same categories as other employees who are paid for time worked in excess of their regular required hours. It can reasonably be expected that Lieutenants and Captains furnish extra time for the good of the department other than on an overtime basis. Based on the preceding, and after considering the other improvements recommended in this report, the following order is made.

### ORDER

The 1977 and 1978 contract shall not provide overtime pay for Lieutenants and Captains.

CONCURRED

*James P. [Signature]*  
*George H. [Signature]*

DISSENTED

*Jack Brown*



## WAGES

Presently the deputies and the other members of the unit are paid pursuant to a wage scale which rises based on the number of months of seniority, for example, a starting rate from 0-6 months, increased for 6-12 months, then a further increase for 12-18 months, etc.

### LODGE PROPOSAL

The Lodge proposes 2 alternatives, viz:

For the  
Period

#### Alternative I

- |        |  |
|--------|--|
| 1/1/77 | County to pay the employees contributory share of pension, plus an additional 3% increase for all classifications. |
| 1/1/78 | A 7% increase for all classifications.   |

#### Alternative II

- |        |   |
|--------|---|
| 1/1/77 | A 7-1/2% increase across the board for all classifications. |
| 1/1/78 | A 7% increase across the board for all classifications.     |

### COUNTY PROPOSAL

The County proposes the following salaries:

- (a) Sworn deputies 0-12 months, no change. After 12 months, increase each step of the wage schedule as it existed December 31, 1976 to be increased by 5-1/2%. The same to be paid through 1977.
- (b) All other job classifications - increase each step of the wage schedule as it existed December 31, 1976 by 5-1/2%. The same to be paid through 1977.
- (c) The base salaries for deputies existing as of

December 31, 1976 are stated in order to reflect changes previously agreed to by the parties:

0-6 Months

6-12 Months

\$12,472.00 - annual

\$12,818.00 - annual

Newly hired deputies are paid the preceding rate for the first 12 months.

- (d) Effective January 1, 1978, each rate of pay (annual, weekly and hourly to be increased by 5%, rounded to nearest cent.

### DISCUSSION

In considering wage increases, it is an almost impossible task to accept the justification of one list of comparables over the other. The Lodge's list has considerable merit since it suggested counties that are contiguous to Monroe. The County's list likewise has merit with counties of comparable population and miles of county roads. If both lists were combined, Monroe would be about average. (Wayne County has unique law enforcement problems and was eliminated from comparison).

The majority of the Panel rejected the Lodge's first alternative proposal which included payment of pension costs. Such costs are rightfully the subject of separate considerations and would be difficult to accurately evaluate in a decision on wages. Thus, the question is whether to accept the Lodge's proposals of a 7.5% raise in the first year and 7% in the second, as opposed to the County's 5.5% and 5%.

After reviewing all the various exhibits, comparables, cost of living indexes, respective arguments, and considering that the majority of the Lodge's proposals have been rejected, the majority feel that the Lodge's alternative proposal II is fair and equitable.

### ORDER

The 1977 and 1978 contract shall contain the following wage schedules:

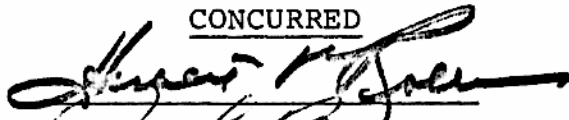
Commencing January 1, 1977:

A 7-1/2% increase across the board for all classifications.

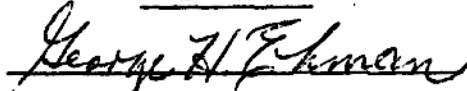
Commencing January 1, 1978:

A 7% increase across the board for all classifications.

CONCURRED

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISSENTED

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RETENTION OF JURISDICTION

The Panel will retain jurisdiction for 30 days for the purposes of correcting typographical and reference errors and to assist in interpretation of any ambiguity in the ORDERS. The panel will not hear any arguments made for the purpose of changing the benefits of the ORDERS.

James W. Brown

Jack Brown

George H. Edman