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MICHIGAN EMPLOYMENT RELATIONS COMMISSION

ACT 312 ARBITRATION

THOMAS V. LOCICERO, CHAIRMAN

In the Matter of the Arbitration
Under Act 312 between

COUNTY OF OAKLAND SHERIFF'S
DEPARTMENT

and

POLICE OFFICERS ASSOCIATION OF
MICHIGAN

MERC Case No. D81-L2957

* * * * *

APPEARANCES

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BACKGROUND

The undersigned was appointed Arbitrator to serve as Chairman of a Panel of Arbitrators under Act 312 (Public Acts of 1969, as amended) by letter dated October 27, 1982. The earliest date in which a preliminary hearing could be agreed upon was December 3, 1982, at which time the County of Oakland named Kenneth J. Vinstra its delegate and the Police Officers Association of Michigan (P.O.A.M.) named Carl Parsell its delegate on the Panel.

Appearances were received from Frank A. Guido, from the law office of Barry Howard, as attorney representing the P.O.A.M., and from Steven J. Fishman, as attorney for the County of Oakland.

Prior to the Preliminary Hearing, the Chairman received a letter from Mr. Fishman, dated November 19, 1982 in which he advised that the Employer (County of Oakland) "challenges the authority of MERC to convene the Public Act 312 Compulsory Arbitration proceeding between Oakland County and P.O.A.M. covering a certain unit of employees in the Sheriff's Department"; that the "pre-conditions to such a proceeding, namely good faith bargaining and good faith mediation leading to a legitimate impasse, have not been established by competent evidence"; and that "there is now pending in Oakland County Circuit Court a suit going to the authority of MERC to convene a compulsory arbitration proceedings in this matter." (Ex. C-1)

It further appeared that a Temporary Restraining Order of the Circuit Judge in the above-mentioned legal proceeding, upon hearing, had been dissolved so that there was no legal impediment to proceeding with the arbitration.

Since the issue of impasse was critical to the proceedings, the Chairman agreed to take testimony on it, with the County proceeding first.

The members of the Panel took the required oath and each witness was sworn.

Hearings were begun on January 4, 1983 and on seventeen (17) additional days, during which many witnesses were heard and over 260 exhibits received.

On the first hearing date, the County raised a new question and moved the Panel to disqualify the attorney for P.O.A.M., Frank Guido, from representing the Union in this arbitration on the grounds that his associate, Barry Howard, had been appointed by the newly elected Governor Blanchard, in the transition

of taking over from former Governor Milliken, to review the Department of Labor operations, including specifically, the Michigan Employment Relations Commission.." (Tr - 1-4-83, page 65-66) and therefore had a conflict of interest. After hearing arguments by both parties, the Motion was denied by the Chairman.

At the same time, the County again filed a "Supplemental Affirmative Defense", namely, that the 1969 Public Act 312 is unconstitutional under the State and U.S. Constitutions.

In addition, on January 11, 1983, the County filed two (2) Motions to Dismiss the amended Petition for the Act 312 arbitration proceedings, the first, on the grounds that:

- "1. MERC is without authority to convene such a proceeding over the objections of Oakland County because the jurisdictional prerequisites of good faith bargaining and mediation leading to a legitimate impasse have not been established in a hearing by competent material and substantive evidence."
- "2. Public Act 312 by definition, MCLA 423.232, does not apply to any of the employees in the petitioned-for-unit except the patrol officers."
- "3. Public Act 312 is unconstitutional under the Michigan and U.S. Constitutions."
- "4. A member of MERC has become involved in a situation giving the appearance of bias and conflict such that any decision of MERC in this cause is invalid." (Ex. C-11)

The second Motion to Dismiss was on the grounds that:

- "1. MERC is without jurisdiction to convene the proceeding because the mandatory statutory prerequisite of MCLA 423.233 has never been met by P.O.A.M. Under MCLA 423.233, service, on Oakland County, of the written request to initiate binding arbitration proceedings is a mandatory statutory prerequisite to MERC's jurisdiction and the convening of a panel. P.O.A.M. never served Oakland County with any written request to initiate binding arbitration proceedings in direct violation of MCLA 423.233..."

"2. A member of MERC has become involved in a situation giving the appearance of impropriety such that on decision of MERC in this cause is invalid." (Ex. C-12)

The foregoing Motions had been filed with MERC on January 11, 1983, and were denied by MERC on February 24, 1983.

Some testimony was taken on January 4, 1983, the first day of hearing, on the issue of impasse. A request was made by the County to subpoena the MERC file (Tr - page 211). To expedite the proceedings, the Chairman volunteered to inquire from MERC whether or not their file on this case could be obtained for this proceeding.

Accordingly, on January 5, 1983, the Chairman conferred with the Assistant Director of MERC and was informed that the Commission had ruled on the issue of impasse by a letter dated August 20, 1982 addressed to Mr. Vinstra, that the Commission, in answer to a letter from the County objecting to MERC's authority to proceed with Act 312 had stated, in part, that:

"We have been advised by Labor Mediator Leon Cornfield that numerous efforts to resolve the differences between the Employer and the Labor organization have not been successful. It is the unanimous opinion of the Commission based upon our file that the request to begin hearings is appropriate." (Emphasis added)

"Accordingly, the Commission is exercising its statutory prerogative to appoint an impartial arbitrator from the list already provided to you under date of June 9, 1982..." (Ex. A-7)

Although the parties admitted that they knew of the determination of MERC, as expressed in its letter, the County's attorney refused to accept the Commission's ruling. The Chairman, thereupon, ruled that he, as the appointee of MERC, could not question the validity of the Commission's ruling and that the Panel would now proceed to hear testimony under the provisions of Act 312, instead of the question of impasse.

ISSUES

The issues before the Panel are best set forth in their Statement of Issues, as follows:

The Union: (Letter dated 12-3-82)

1. Duration
2. Wages
3. Vacation
4. Holidays
5. Pension - Service Credit
6. Pension - Normal Retirement
7. Pension - Final Average Compensation
8. Pension - Workers Compensation
9. Agency Shop
10. Cost of Living

The County: (Letter dated 12-17-82)

1. Wages
2. Eliminate service increment
3. Cap on County contributions toward health premiums
4. Cap on County contributions toward dental premiums
5. Change in holiday schedule
6. Revision in life insurance program
7. Minimal educational requirement

The County Statement of Issues also includes the following:

"Affirmative Defenses:"

1. "MERC is without authority to convene this proceeding, and, therefore, the panel does not have jurisdiction to proceed."
2. "This proceeding does not apply to any employees except patrol officers."

The parties have agreed that:

1. All of the issues are economic except that of "Agency Shop", which is non-economic.
2. The term of the Agreement be two (2) years, from January 1, 1981 through December 31, 1983.

In addition, however, the issue of "Comparable Communities" has not been agreed upon and will be treated below.

LAST BEST OFFERS

The Union's Last Best Offer was filed as of June 15, 1983, and a copy is hereto attached as Appendix "A".

The County's Last Best Offer was also filed as of June 15, 1983 and a copy is hereto attached as Appendix "B".

COMPARABLE COMMUNITIES

Under the provisions of Act 312, the Panel is required to judge which of the Last Best Offers on each issue "more nearly complies with the applicable factors" prescribed in Section 9 of that Act. One of these factors is:

- d. "Comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceedings 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" (Emphasis added)

UNION COMPARABLES

The Union offered as "Comparables" the following:

1. Oakland County Sheriff's Department Sergeants, Lieutenants and Captains.
2. The law enforcement of all civil subdivisions in Wayne, Oakland and Macomb Counties having a 1980 population of 50,000 to 999,999 persons, and
3. The law enforcement employees of the Counties of Wayne and Macomb. (Union Brief, page 35)

These were identified as being the following:

	<u>1980 Population</u>
Oakland County	1,011,793
Wayne County	2,337,891
Macomb County	694,600
Warren	161,134
Sterling Heights	108,999
Livonia	104,814
Dearborn	90,660
Westland	84,503
Taylor	77,568
Pontiac	76,715
St. Clair Shores	76,210
Southfield	75,568
Clinton Township	72,400
Royal Oak	70,893
Dearborn Heights	67,706
Troy	67,102
Waterford Township	64,437
Farmington Hills	58,056
Roseville	54,311

"These comparables were identified according to the standards of internal comparison, geographic homogeneity, population grouping, and criteria adapted from the Michigan Municipal League defining a wage area which reflects the influence of urbanization upon public employee compensation." (Union Brief page 35)

The Union further presented statistics relating to the above communities on State Equalized Valuation, S.E.V. per capita, for 1981 and per capita income for 1979, (See attached Appendix "C").

THE COUNTY COMPARABLES

The comparable communities proposed by the County are:

Macomb County
Genesee County
Livingston County
Lapeer County

In presenting these counties, the County argues that the County form of government ... does not compare with any of the other forms of government...

Included among the reasons for this conclusion is that the County form of government derives its powers and duties strictly by statute and that the only proper comparisons are counties to counties, and not counties to cities or townships.

"They are obviously all different." (County Brief, page 11)

Further, it argues "that in the county form of government, the County Sheriff has no taxing authority and, other than maintaining and operating a jail and providing for the service of civil process, the county is not required to provide police protection..." (County Brief, page 12).

In addition, the County produced an extensive amount of evidence on the demographic characteristics of Oakland County and the Sheriff's service area; that it closely compares with that of Macomb County; that the County contains 900 square miles of rolling land with most of the population located in the southeast quadrant, and that the service areas are more open, rural and far less developed than the remainder of the County. (County Brief, page 13).

Further, that the Sheriff's service areas contain less than half the total square miles of the County, a combined population of approximately 130,000 persons, with significantly less density. The area is more hilly, contains more open recreation land, more farm and agricultural land and more of the natural resources than the remaining areas of the County; and there is less industrial real estate, fewer number of dwelling units, and significantly reduced density of development than the remaining areas of the County. (County Brief, page 13)

As further comparisons, the County introduced testimony and exhibits comparing the demographic characteristics of Oakland County and the Sheriff's service areas with those of Macomb County and the other counties geographically proximate to and contiguous to the Sheriff's service areas. Its answer from these comparisons was that only the counties proposed by Oakland County were comparable, especially Macomb County. (County Brief, page 14)

Additional evidence was presented to the effect that "the Union's asserted communities with populations in excess of 50,000 represented more compact, highly developed, dense, and complex communities, far different from that of Oakland County and the Sheriff's service area...", and that a review of the same demographic data for Wayne County, as compared to the four (4) counties, contiguous to the Sheriff's service area, indicates that Oakland County most closely compares to Macomb County. (County Brief, page 15)

Testimony given by two (2) witnesses for the County, Philip Dondero, Oakland County Planning Manager, and Dr. Jack Green, Associate Professor at the School of Criminal Justice, Michigan State University, related to the demographics of the County and of the Sheriff's Service Area, with the following conclusions:

1. "The demographic characteristics of Oakland County and the Sheriff's Service Areas, more closely compare to Macomb County despite the population density of the Comparable Communities proposed by the Union. Oakland County's population per square mile is far less than those comparables. They represent "more compact, highly complex communities far different from that of Oakland County and the Sheriff's Service Area." (County Brief, page 15)

The same holds true in comparing the demographic data of Wayne County with the four (4) counties contiguous to the Sheriff's Service Area. (Ibid)

2. "There is a direct relationship between the social ecology of a community and the type and extent of police activities provided by that community." (County Brief, page 16)
3. "There are essentially three (3) styles of policing: watchmen, legalistic and service. The three (3) styles of policing are very directly correlated with the demographics and social ecology of the community." (County Brief, page 22)

"...police officers in a rural or suburban community would allow respondents to deal with a particular problem only after an admonishment. In contrast, the police officer in a city would take respondents into the formal criminal justice system to resolve the problem through formal social control." (County Brief, page 24)

4. "Comparing the demographics and the social ecology of Oakland and Macomb Counties, as contrasted with Wayne County, Oakland and Macomb Counties significantly differ from Wayne County... In Wayne County there is a greater level of social complexity or social structure than there are in Oakland County or in Macomb County." (County Brief, pages 24-25)

"The City of Detroit exercises a tremendous influence on the rest of Wayne County areas as do other areas within the Wayne County area, and that those cities and areas are different from the ones in either Oakland or Macomb County." (County Brief, page 25)

"We have no one single Community or City that dominates Oakland County." (County Brief, pages 25-26)

5. "...Oakland and Macomb Counties have far less serious crimes reported by police in contrast to Wayne County where the police are reporting more serious crimes."

"What this means in practical terms is that the volume of police work in Wayne County is dramatically different from Oakland and Macomb Counties." (County Brief, page 28)

6. "The twelve contract townships served by the Oakland County Sheriff's Department are separate communities, significantly less dense, less developed, and less complex in nature than any of the Union's asserted comparables." (County Brief, page 30)

7. "The crime reporting in virtually all of the Union's asserted comparable communities exceed that of the Sheriff's Department contract service areas." (County Brief, page 31)

8. "...There is significant evidence to suggest that in rural and suburban communities crime reporting and victimization parallel one another to a much closer degree than in urban areas." (County Brief, page 33)

"Similarly, larger communities such as 50,000 and over experience or have the tendency to experience an under-reporting of crime, which could tend to suppress their statistics."
(County Brief, page 33)

"Taking the two statements, the interpretation would be that there is significantly less crime in these (contract) communities identified as townships than there are in those that are being compared with." (County Brief, page 33)

9. "It is my estimation that based on the statistics related to the reporting of crime and the reporting of arrests for those crimes,...and the social, economic and geographic characteristics of these areas, that they are distinct and that there is in effect a comparison between differing communities, if you will, a comparison of apples and oranges in the selection of the communities." (County Brief, page 34)

10. "The communities... of 50,000 and above have social characteristics that have high degree of social complexity, density, social disorganization."

"They report more crime to the police and the crimes -- police make greater arrests -- numbers of arrests within those communities."

"By contrast, contract areas by and large represent small rural and suburban communities with a low frequency of reported crime and an equally low frequency of arrest."

"On that basis, I would suggest that they are not on the same order."

"...based on my analysis I would suggest that they are different communities,... they are differing populations, different crime experiences and different arrests experiences."

"That to me cummulatively suggests that they are not able to be compared with one another."
(County Brief, page 35)

In order to make a proper comparison, it is important to know the status and operational limits of the Sheriff's Department. Accordingly, the Panel adopts the summary made by the County in its Brief, pages 5 through 8, as follows:

B. The Sheriff's Department: The Legal and Operational Framework.

There was no testimonial dispute concerning the structure of the Sheriff's Department. The Oakland County Sheriff, Johannes Spreen, is an elected official, who is charged by law with the responsibility of operating a county Sheriff's department. The functions the Sheriff is statutorily required to perform for the County have been set forth in several Michigan statutes and were accurately summarized by the Michigan Court of Appeals in Brownstown Township v. County of Wayne, 68 Mich App 244 (1976), as:

"Michigan has codified the common law duties of the sheriff with little variance. For instance, sheriffs may execute all lawful orders and process of the circuit courts of this state. MCLA 600.582, MSA 27A.582. Sheriffs have charge and custody of the county jail and its prisoners. MCLA 51.75; MSA 5.868. Likewise, statutory law impliedly recognizes the duty of the sheriff to serve process in civil or criminal cases, preserve the peace, and apprehend persons committing a felony or breach of the peace, because the sheriff may recruit suitable aid in performing these functions. MCLA 600.584; MSA 27A.584. See also MCLA 287.6; MSA 12.375 (enforcement of quarantine orders of animals); MCLA 752.527; MSA 28.135 (apprehension of persons who interrupt or disturb religious worship): MCLA 51.301; MSA 18.1221 (recovery of drowned bodies). Id at 249

"These are the only duties which the Sheriff is required to perform for the County."

"The Sheriff's Department administrative office and jail are located in the Oakland County Service Center. There is in addition a trustee camp in Orion Township, a small detention facility in Southfield, and several rural sub-stations. The jail facility at the Oakland County Service Center is staffed by 144 detention and correction officers, which comprise approximately 50% of the Sheriff's Department staff. (Tr 4-27-83, 1478-1480, CX 107) Also located in the main complex are employees in the technical services (arson investigation, crime laboratory, etc.; 11.7% of the staff; 22 employees), community inspection and governmental services (2.7% of the staff, 8 employees), and the Sheriff's staff (.3% of the staff, 1 employee) (CX 107; TR 4-27-83, 1478, 1480). These functions are manned by approximately 22% of the Sheriff's staff. (CX 107)*

*As required by the Arbitrator, attached to this Brief as Exhibit I is a list of current staffing for agencies asserted by either party as comparable.

"The remaining unit employees (29%) work in protective services (road patrol). (CX 107) The Sheriff keeps a small number of protective service employees available for traffic control and for general assistance, with the remainder being assigned to patrol the contract communities. (TR 4-17-83, 1480-1485) The contract communities are outlying rural communities which are too small to maintain their own police departments and have, therefore, contracted with the Sheriff to have officers patrol their townships. (CX 108; TR 4-27-83, 1480-1485) The contract communities pay the County a specific sum each year for this service which is used to help pay the patrol officers. (See CX 108) As Exhibit CX 108 makes abundantly clear, all of the contract communities are rural and comprise a large land area consisting mostly of farmland and undeveloped areas. In order to serve these contract communities, the Sheriff has established substations in the contract communities, from which the patrol officers assigned to those communities work. Thus, patrol officers are physically assigned to the rural communities that they patrol. (See CX 108)

"CX 108 also reveals that the populated cities and townships in Oakland County all have their own police departments which patrol their boundaries. (CX 108; TR 4-27-83, 1480-1485) Unlike the Sheriff's Department, no municipality in Oakland County has a jail facility for keeping prisoners any longer than 24 hours and in most cases much less. The Sheriff is, by statute, the County jailer, and the cities and townships within the County transport any citizens they apprehend to the Sheriff for imprisonment.

"The Sheriff is not obligated to and does not maintain a road patrol for all the roads and highways in the County. His duty to 'preserve the peace, and apprehend persons committing a felony' does not require that he maintain a road patrol or regularly patrol County roads and highways. Brownstown at 249. The Court of Appeals in Brownstown made this clear when, in rejecting an argument from several Wayne County municipalities that the Wayne County Sheriff was required to maintain a road patrol, the Court noted that:

'(W)e find nothing in the common law of Michigan to indicate that a duty is imposed on the Sheriff to supply a road patrol."
Id at 249

"Likewise the Court's examination of Michigan statutes '...indicates(d) no statutory requirement that the sheriff provide a road patrol.' The Court of Appeals set forth a sheriff's responsibilities to preserve the peace in the county as:

'Our review of the authorities leads us to hold that neither the common law nor Michigan statutory authority impose a duty on the sheriff to supply a full time road patrol on all county roads and highways. A stricter duty is imposed upon the sheriff to maintain law and order in those areas of the county not adequately policed by local authorities. This does not mean that the sheriff must regularly patrol those areas. All that is minimally required is that the sheriff exercise reasonable diligence to (1) keep abreast of those areas inadequately policed, which may require limited vigilance, (2) monitor criminal activity or unusual conditions in the county, and (3) respond professionally to calls for assistance from the citizenry.'
Id at 251

"Accordingly, the Sheriff will respond to calls for assistance from non-contract cities and townships, but he does not and is not required to regularly patrol those areas. Thus, the Sheriff maintains regular road patrols only in the contract communities, not in the more populous cities and townships which have their own police departments. See CZ 108."

Additionally, we should note the testimony given by Sheriff Spreen, who testified, in part, that five (5) divisions exist within his department, including protective services, consisting of road patrol and investigative services, corrective services department, administrative services, community government services and inspections, and technical and support services. The Sheriff further testified that at this time, the department employs about 445 persons, that Oakland County is 30 miles square, totalling an area of 900 square miles, including 25 townships, "or what formerly were townships" and that his jurisdiction "by law, by opinion of the Attorney General, by practice, the Sheriff has the jurisdiction for the entire county, and while there are individual police departments, (if) the necessity arises, or reason, the (Sheriff) is empowered to take whatever action is necessary in any area of the county." (TR 1-5-38, pages 14, 15 and 16); and that his department "includes a scooter patrol, an accident control program, an alcohol enforcement program, an escape investigation program, a Southfield Jail services and statewide prisoner delivery service." (TR 1-5-83, pages 41 - 42)

Upon a review of the foregoing data, it is the conclusion of the Panel's Chairman that the "Comparable Communities" should include both those proposed by the Union (See page 7 above) and the Counties proposed by the County, namely Macomb, Genessee, Livingston and Lapeer Counties. Certainly, we cannot exclude a municipality because it is "hilly and rolling" and another is flat country. Though the social, ecological, demographic and geographic factors may serve in

describing the differences between various units of government, in my judgment they do not have a bearing on comparing the operation of these units for our purpose.

The Sheriff may not have the lawful authority to tax, or to operate a road patrol, but the fact remains that he has been elected Sheriff by his constituents, those who have the lawful authority have established the Sheriff's Department and have appropriated the money necessary to operate that department. Therefore, the Sheriff must implement these actions by employing the necessary personnel and organizing the department so that his responsibilities may be performed.

In performing these responsibilities, the Sheriff must establish the size of his department, the type and number of his personnel, the terms and conditions of employment, subject to approval of the proper county authorities and the programs and services to be rendered for the County.

Thus, in determining the salaries, and terms and conditions of employment for his personnel, the Sheriff must naturally look to other departments which employ similar personnel and, in general, perform comparable duties. He must look to municipalities of comparable population, comparable tax base, comparable income of its citizens and comparable salaries, terms and conditions of employment for its personnel.

The County's contention that because the Sheriff has contracted with twelve (12) townships in Oakland County which "are separate communities, significantly less dense, less developed, and less complex in nature than any of the Union's asserted comparables", comparison should be made with "small kinds of communities"---(which are) "being patrolled or policed by very small police forces - even though they all relate to the Sheriff's Department as a whole".
(County Brief, page 30)

The Chairman does not accept that assertion. The Oakland County Sheriff's Department is organized and operated as one single department. The description given by the Sheriff himself of his department supports the conclusion that it is one, coordinated and complex organization, similar to large police departments and therefore to be compared with larger police departments.

Exhibit I, (attached to the County's Brief, and attached hereto as Appendix "D") is the schedule of the staffing patterns of both the Employer and Union Comparable Agencies.

It is interesting to note that Lapeer County, one of the County-asserted comparables has the smallest department (31 employees) and yet has a population of over 70,000. Also, that the two townships (Clinton and Waterford) have a population of over 50,000 and departments larger than Lapeer County.

Clinton Township - 72,400 population and 23 employees and Waterford - 64,437 population and 40 employees.

In the judgment of the Chairman, therefore, by using the comparables proposed by both parties, we satisfy several of the criteria for comparability. All the Counties are contiguous to each other, all cities are within those counties, all have populations of 50,000 or more, and most have departments with a substantial number of employees.

Furthermore, most of these comparable communities have been used by these same parties in prior arbitrations. (Exhibits C-19 and C-20) It is therefore, my judgment that by using the comparable communities suggested by both parties, a more realistic comparison can be made.

BASIS FOR DECISION

Under the provisions of Act 312, the Panel is required to judge which of the last best offers on each issue "more nearly complies with the applicable factors" prescribed in Section 9 of that Act. The factors enumerated are the following:

"Sec. 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (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.
- (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 of

employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

Accordingly, each issue will be discussed in the light of these factors and the respective offers made thereon, compared to the data established by the record.

RETROACTIVITY

Both parties agree that the increases, except where otherwise stated, are to be retroactive to January 1, 1982, for the first year of the contract and to January 1, 1983, for the second year of the contract.

ECONOMIC ISSUES

I. WAGES

Union Proposal

In its Last Best Offer, the Union proposed that:

"Effective January 1, 1982, seven (7%) percent increase for all steps and classifications within the bargaining unit with the exception of Detention Officer which shall maintain a differential of \$3,700 between top step Detention Officer and top step Corrections Officer shall maintain the same dollar differentials as presently in effect. Such increase shall apply to all persons for all hours compensated since January 1, 1982.

Effective January 1, 1983, six (6%) percent increase for all steps and classifications within the bargaining unit with the exception of Detention Officer which shall maintain a differential of \$3,700 between top step Detention Officer and top step Corrections Officer shall maintain the same dollar differentials as presently in effect. Such increase shall apply to all persons for all hours compensated since January 1, 1983."

The Employer:

In its Last Best Offer, the County proposed:

"Appendix A shall be modified by providing for a six percent (6%) adjustment in the salary schedule at pages A-5 and A-6 for each classification effective with the first pay period on or after January 1, 1982.

Appendix A shall be further modified by providing for a three and one-half percent (3 1/2%) adjustment in the salary schedule at said pages for each classification effective with the first pay period on or after January 1, 1983."

PRESENT SALARIES

The last contract, covering the period from January 1, 1980 through December 31, 1981, lists the following classifications and the applicable salary rates, as of December 31, 1981:

DATE 12-31-81	PATROL & CORRECTION OFFICERS RATES	(Hired after 1/1/81) DETENTION OFFICERS RATES	DIFFERENTIAL DIFFERENCE	(Hired before 1/1/81) DETENTION OFFICERS RATES
Base	20,855	16,099	4,765	16,099
1 Year	21,641	17,066	4,575	17,499
2 Years	22,428	18,091	4,337	18,899
3 Years	23,214	19,175	4,039	20,300
4 Years	24,000	20,300	3,700	--

UNION PROPOSED SALARIES

Implementing the Union offer, the above rates, with a seven (7%) percent increase in the first year and a six (6%) percent increase in the second year would be:

1-1-82 with 7% increase -

Base	22,315	17,226	5,089
1 Year	23,156	18,261	4,895
2 Years	23,998	19,357	4,641
3 Years	24,839	20,517	4,322
4 Years	25,680	21,721*	(3,959)
*with 7%/with 3,700 differential		21,980	3,700

<u>DATE</u>	<u>PATROL & CORRECTION OFFICERS RATES</u>	<u>DETENTION OFFICERS RATES</u>	<u>DIFFERENTIAL DIFFERENCE</u>
<u>1-1-83 with 6% increase -</u>			
Base	23,654	18,260	5,394
1 Year	24,545	19,357	4,698
2 Years	25,438	20,518	4,003
3 Years	26,329	21,748	3,305
4 Years	27,221	23,024*	(4,192)
*with 6% on \$21,980/with 3,700 Dif.		23,521	3,700

It is to be noted that the \$3,700 differential between the Patrol and Correction Officer's rates and the Detention Officer's rates applies only at the top-step (4th year rate for Patrol & Correction Officers , 3rd year for Detention Officers hired before 1/1/81 and 4th year for Detention Officers hired after 1/1/81)

COUNTY'S PROPOSED SALARIES

By implementing the County's Last Best Offer, the following schedule of salaries would result:

<u>DATE</u>	<u>PATROL & CORRECTION OFFICERS RATES</u>	<u>DETENTION OFFICERS RATES</u>	<u>DIFFERENTIAL DIFFERENCE</u>
<u>1-1-82 with 6% increase -</u>			
Base	22,106	17,065	5,073
1 Year	22,939	18,090	4,624
2 Years	23,774	19,176	4,598
3 Years	24,607	20,326	3,089
4 Years	25,440	21,518	3,922
<u>1-1-83 with 3 1/2% increase -</u>			
Base	22,880	17,662	5,218
1 Year	23,742	18,723	5,019
2 Years	24,606	19,847	4,959
3 Years	25,468	21,037	4,431
4 Years	26,330	22,271	4,059

COMPARISON WITH "COMPARABLE COMMUNITIES"

A comparison with the rates of the Comparable Communities must now be made. The rates relating to Patrol Officers (based on available statistics) are as follows:

<u>PATROL OFFICERS (Ex. U-40)</u>							
<u>COMMUNITY</u>	<u>1-1-81</u>	<u>7-1-81</u>	<u>1-1-82</u>	<u>7-1-82</u>	<u>1-1-83</u>	<u>7-1-83</u>	<u>C/L</u>
Wayne County			26,526		26,526		Yes
Macomb County	23,075	23,075	24,575		25,558		No
Genessee County			24,042				Yes
Livinston County			20,000				
Lapeer County	18,119						
Warren		*23,492					Yes
Sterling Heights		24,155	25,000	26,000	27,040	28,122	
Livonia			*25,001				Yes
Dearborn		*25,086					Yes
Westland		25,711					No
Taylor		*25,091	*25,777				Yes
Pontiac		*24,570				*27,193	Yes
St. Clair Shores		*26,368	26,868				Yes
Southfield		24,730	25,720	27,390		29,030	
Clinton Township		24,714					
Royal Oak		24,504		25,582			
Dearborn Heights		*25,569		27,132			
Troy		*26,595					
Waterford Township	23,187	*23,187					
Redford Township	23,550	23,550		25,350			
Farmington Hills		25,299		26,058			
Roseville		24,748		26,567			
AVERAGES	21,983	24,731	24,834	26,296	26,375	28,115	
<u>OAKLAND COUNTY</u>		24,000					
P.O.A.M. Offer			25,680	25,680	27,221	27,221	
County Offer			25,440	25,440	26,330	26,330	

*INCLUDES COLA

From the foregoing statistics, we find the average salaries for the Patrol and Corrections Officer Classifications, at the respective dates are as follows:

	<u>1-1-82</u>	<u>7-1-82</u>	<u>1-1-83</u>	<u>7-1-83</u>
Averages	\$24,834	26,296	26,375	28,115

In order to obtain composite rates, as of January 1, 1982, and January 1, 1983, and include the July 1st increases each year, the average of the January 1st and July 1st rates result in the following average rates for each year:

1-1-82 - \$25,565

1-1-83 - \$27,245

When we compare the rates of each party to the above averages:

P.O.A.M.	\$25,680	\$27,221
County	25,440	26,330

the result is that the Union's proposed rates more nearly comply with the applicable factors of Section 9.

Another method of comparison is to establish the average rate for the "Comparables" for a full year. Since we have rates from a larger number of comparables as of July 1st each year, I believe it is reasonable and fair to use the July 1st rates, as follows:

<u>Dates</u>	<u>Averages</u>	<u>Percentage Increases</u>
7-1-81	\$24,731	6.33%
7-1-82	26,296	6.9%
	Total	13.23%

The percentage totals of each party are:

- P.O.A.M. - (7% and 6%) equal 13%
- County - (6% and 3 1/2%) equal 9 1/2%

Again, it is obvious that on a percentage basis, the Union's offers are closer to the percentage increases in the Comparable Communities.

COMPARISON WITH C.P.I.-W

The reports of the Bureau of Labor Statistics (U.S. Department of Labor) for January, 1982 (Detroit) indicate the annual increases as follows:

- January, 1982 - for 1 year prior - 5.1%
- *- September, 1982 - for 1 year prior - 4.6%

*(Latest Available) Total 9.7%

This comparison does not fully substantiate the increases for 1981 and 1982 (13.23%). However, the C.P.I. is not an exact measurement of the changes in the cost-of-living, nor is it as accurate as the actual salaries put into effect, regardless of the cost-of-living index. The fact remains that the salary rates set forth above are actually contracted and are therefore more dependable than the theoretical percentages of the C.P.I.-U or C.P.I.-W. To this extent, at least, I agree with the criticism expressed by the County's expert witness, Dr. Weber.

CONCLUSION

The Chairman believes that based on the evidence presented, the Union's Last Best Offer on Wages for 1982 and 1983 more nearly comply with the Applicable factors of Section 9.

AWARD

The Panel awards to the P.O.A.M. its Last Best Offer on Wages.

II. VACATION ALLOWANCES

The Union proposed an increase in vacation benefits, beginning January 1, 1983, for employees with five (5) or more years of service as follows:

<u>YEARS OF SERVICE</u>	<u>PRESENT</u>	<u>PROPOSED</u>
5 to 9 years	15	16
10 to 14 years	18	20
15 to 19 years	20	21
20 to 24 years	22	23
25 years and over	24	25

The County proposed no change, contending that the present schedule of benefits is either comparable to or better than the vacation schedule of every county cited by either party.

An examination of the vacation schedules of the "comparable communities" (which of course, includes 20 communities) shows the following:

<u>YEARS OF SERVICE</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25+</u>
Wayne County	15	18	21	24	24
Macomb County	15	17	20	21-22-23-24	25
Genessee County	16 1/4	21 1/4	21 1/4	21 1/4	21 1/4
Livingston County	11-14	15-18	20	20	20
Warren	20	21-23	25-26	27	27
Sterling Heights	20-22	24	25	27	27
Livonia	20	25	25	25	25
Dearborn	20	25	25	25	25
Westland	18	24	24	24	24
Taylor	21	28	29-32	33-37	38+
Pontiac	4 wks	5 wks	6 wks		
St. Clair Shores (after 1 year)	20	24-36	26-	28-	
Southfield	20	20	25	25	25
Clinton Township	21	26	26	26	26
Royal Oak	15	20	25	25	25
Dearborn Heights (after 2 years)	20	21-25	25-27	27	27
Troy	15	20	20	20	20
Waterford Township	21-22	23	23	23	23
Farmington	18-22	23	23	23	23
Roseville	20	25	25	25	25
OAKLAND COUNTY	15	18	20	22	25
P.O.A.M.	16	20	21	23	25

The foregoing chart is not mathematically correct because of the different methods and time periods used in those methods. However, each schedule has been converted to work-days so that we could have a common denominator for comparison.

Out of 20 Communities, 17 provide more than 15 vacation days to employees with 5 to 9 years of service.

17 Communities provide 20 or more vacation days to employees with 10 to 14 years of service.

17 Municipalities grant 21 or more vacation days to employees with 15 to 19 years of service.

17 Communities provide 21 or more vacation days to employees with 20 to 24 years of service.

11 Communities provide 25 or more vacation days to employees with 25 or more years of service.

It is obvious that the present program used by Oakland County is below the vacation allowance given by most of the other comparable communities; and that the Union's proposal "more nearly complies with the applicable factors" prescribed in Section 9 of the Act.

AWARD

The Panel awards the Union's proposal on vacation benefits.

III. COST OF LIVING CLAUSE

The Union proposes the adoption of a Cost-of-Living Clause, effective the second year of the contract period, namely beginning January 1, 1983. The clause would provide that the Cost-of-Living be calculated on the basis of .4 increase in the Index, would equal one cent per hour increase, to be rolled into the base salary, with a cap of 25 cents per hour in any calendar year.

The County proposed no Cost-of-Living clause, and argues that, "first, most of the comparable contiguous counties do not have such a clause, nor do the great majority of municipalities contiguous to the County patrol areas; second, the wage and fringe benefits of the Patrol and Detention Officers have far exceeded the Cost-of-Living, making any such clause unnecessary". (County Brief, page 55)

The Union claims that "of 19 comparables, a clear majority of 11 enjoy a Cost-of-Living allowance. Only one of these comparables has a cap which would limit payout to an amount less than the maximum \$520.00 per year proposed by the Union." (Union Brief, page 49)

Further, additional arguments are asserted by the County:

- a. Of the four counties (Macomb, Livingston, Lapeer and Genessee) only Genessee has such a clause.
- b. Of the 15 contiguous patrol communities cited by the County as comparable, only four have a Cost-of-Living clause.
- c. Of the 19 comparable contiguous counties and contiguous patrol communities, only 5 have a Cost-of-Living clause.
- d. Of the comparable communities proposed by the Union, 7 do not have a Cost-of-Living provision.

It is argued by the County that the Consumer Price Index has been the subject of a great amount of criticism since the mid-1970's because fluctuations in the home building and mortgage markets caused great upturns in the C.P.I. Thus, in 1978, the Bureau of Labor Statistics created an experimental index (CPI-UXI) "which more accurately reflected the home building and mortgage market by reducing their overall weight in the consumer price index from 25% to approximately 13%, and by including the cost of home ownership versus the cost of purchasing a new home." "This new index proved more satisfactory", and as of January 1, 1983, "is the official index".

At the outset, the Chairman does not accept the argument that because wage and fringe benefits of the Patrol and Detention Officers have far exceeded the Cost-of-Living, such a clause is unnecessary and unreasonable. Actually, that premise argues for the adoption of a Cost-of-Living clause because had the County followed that index in the past wages and fringe benefits might have been better controlled.

An examination of the contracts of the "comparable communities", indicates that 12 out of 21 provide for a Cost-of-Living adjustment of some kind.

It is the judgment of the Chairman of the Panel that the Union's Proposal "more nearly complies with the Applicable factors" prescribed in Section 9 of the Act.

AWARD

The Panel awards the Union's Proposal regarding a Cost-of-Living clause in the Collective Bargaining Agreement.

IV. PENSION-NORMAL RETIREMENT AGE

The normal retirement age of 55 years, in effect at this time, (Section 22) is proposed by the Union to be reduced to 50 years, with the remaining conditions unchanged. The effective day proposed is December 31, 1983.

The County opposes any such change, and contends that its present normal retirement age (55 years) is better than in Macomb County.

A study of the normal retirement age in the several "Comparable communities" reveals the following:

<u>NORMAL RETIREMENT</u>		
<u>COMMUNITY</u>	<u>AGE</u>	<u>YEARS OF SERVICE</u>
Wayne County	0	25
Macomb County	50	25
Genessee County	50	25
Livingston County		
Lapeer County	55	25
Warren	0	25
Sterling Heights	0 (1-1-86)	25
Livonia	52	10
Dearborn	0 (old plan)	20
	50 (new plan)	25
	or 55	10
Westland	50	25
Taylor	0	25
Pontiac	0 (7-1-84)	25
St. Clair Shores	0	25
Southfield	50	25
Clinton Township	50	25

<u>COMMUNITY</u>	<u>AGE</u>	<u>YEARS OF SERVICE</u>
Royal Oak	50	25
Dearborn Heights	50 or 0	25 or 18
Troy	55	27
Waterford	50	25
Redford Township	50	25
Farmington Hills	55	25
Roseville	50	20
OAKLAND COUNTY	55	25

Of the above-named 22 comparables, eight have no age requirement, eleven have a 50 year age limit, one has 52 years with ten years of service, and three require 55 years.

The County contends that its pension "is one of the very best pension plans, exceeding even those the P.O.A.M. cites as comparable". (County Brief, page 67)

However, the issue before us is not which plan is the best, but which proposal more nearly complies with the "applicable factors" of Section 9. Actually, if we count those plans which do not require an age limit, there are at least 19 which require either none or 50 years of age for a "normal retirement".

The County also contends that Oakland County has the highest employer cost, being 17.54% for a total dollar contribution of \$4,462.00; while other comparable counties have an employer cost ranging from 6.2% to 15.6%. (County Brief, page 68)

Using the "Comparable Communities" listed above, and applying the Employer Contribution from Exhibit U-35, we find the following:

<u>CONTRIBUTIONS</u>			
<u>COMMUNITY</u>	<u>EMPLOYER</u>	<u>FAC</u>	<u>EMPLOYEE</u>
Pontiac	29.25		0
Redford Township	26.70		5.0
Westland	26.32		5.0
Taylor	26.12		5.0
Royal Oak	25.72		6.0
Livonia	24.05		3.5

<u>COMMUNITY</u>	<u>EMPLOYER</u>	<u>FAC</u>	<u>EMPLOYEE</u>
Dearborn Heights	23.10		5.0
Warren	21.87		5.0
St. Clair Shores	21.58		6.0
Southfield	21.38		5.0
Wayne County	21.05	2.0%	
Roseville	18.05		7.5
Dearborn	17.01		5.75 (old plan)
			6.00 (new plan)
Clinton Township	15.85		5.0
Macomb County	15.67	2.0%	2.0
Sterling Heights	15.09		5.0
Troy	14.75		.01
Waterford Township	13.17		5.0
Genessee County	10.61	2.0%	
Farmington Hills	10.50		5.5*
Livingston County	8.20		1.7 over
Lapeer County	6.20		5.0
Average	18.74		
Oakland County	17.54		1.8%

*(5.5 over \$48,00; 3.5 first \$4,000)

A study of the above comparables indicates that Oakland County contributes less than the average contribution of 22 comparable communities (17.54% as against an average of 18.74%). Furthermore, it indicates that of the 22 comparables, Oakland County ranks 13th among those comparable communities.

Another factor which may be considered is that although Oakland County officers make no contribution to that benefit, in most of the communities the officers make a contribution of 5%.

Accordingly, the Panel is compelled to find that the Union's proposal more nearly complies with the factors of Section 9.

AWARD

The Panel awards the proposal to reduce the Normal Retirement age factor from 55 years to 50 years to the Union.

V. PENSION

A. SERVICE CREDIT MULTIPLIER FACTOR

Another change proposed by the Union is that the service credit

multiplier factor be increased from the current 1.8% times years of service to 2.0% times the years of service, the change to be effective on December 31, 1983.

The County opposes any change in this factor.

B. FINAL AVERAGE COMPENSATION

In addition, the Union proposes to amend the Final Average Compensation (FAC) from the average of the highest five (5) consecutive years of the last 10 years of service to the highest three (3) consecutive years of the last 10 years of service, this also to be effective December 31, 1983.

The Employer also opposes this proposed change.

The following is a schedule of these two (2) factors in the "Comparable communities":

	<u>Service Credit Multiplier Factor</u>	<u>Final Average Compensation</u>
Wayne County	2.0%	Highest 5 yrs
Macomb County	2.0%	5 of 10
Genessee County	2.0% 1st 25 yrs 1.0% over 25 yrs	5 of 10
Livingston County	1.2% 1st 4200 +1.7% over 4200	5 of 10 (1982-83) 3 of 10 (1-1-84)
Lapeer County	1.2% 1st 4200; 1.7% over 4200	5 of 10
Warren	2.5% over 25 yrs	3 of 10
Sterling Heights	2.5% 25 yrs (1-1-88)	5 of 10 (1982-83)
Livonia	2 1/4% 34 yrs 1.0% over 34 yrs	3 of 10
Dearborn	2.0% to age 60	3 of 10
Westland	2 1/2% 25 yrs 1.0% over 25 yrs	5 of 10
Taylor	2 1/2 % 25 yrs 1.0% over 25 yrs	5 of 10
Pontiac	3.0% 20 yrs 2.0% 21-26 yrs 1.0% over 26-75 yrs	3 of 10
St. Clair Shores	2.4% 25 yrs 1.0% over 25 yrs	3 of 10
Southfield	2.5% 25 yrs 1.0 over 25 yrs	3 of 10
Clinton Township	2.0% 25 yrs 1.0% over 25 yrs	5 of 10

	<u>Service Credit Multiplier Factor</u>	<u>Final Average Compensation</u>
Royal Oak	2 1/2% 28 yrs 1.0% over 28 yrs	3 of 10
Dearborn Heights	2.5% 25 yrs 1.0% over 25 yrs	3 of 10
Troy	1.7%	5 of 10
Waterford Township	2.0% 25 yrs 1.0% over 25 yrs	5 of 10
Redford Township	2.5% 25 yrs 1.0 over 25 yrs	5 of 10
Farmington Hills	1.0% 1st 4800 1.5% over 4800	5 of 10
Roseville	2.3% 25 yrs 1.0% over 25 yrs	5 of 10
OAKLAND COUNTY	1.8%	5 of 10

In reviewing the above schedule of "Comparable Communities", we find that:

A. Three communities provide a service credit multiplier factor of 2.0%, 14 provide 2 1/2% for the first 25 years of service and 1.0% for years over 25 years, one provides 3.0% for the first 20 years, and 4 are less than 2%.

It appears that the Union's proposal more nearly complies with the factors encompassed by Section 9.

AWARD

A. The Panel awards the last best offer of the Union on the Service Credit Multiplier Factor, increasing the current factor (1.8%) to 2.0%.

B. A review of the Final Average Compensation Factor (FAC) indicates that 13 of the "Comparable Communities" provide for 5 years of the last 10 years against 8 which provide for 3 of the last 10 years (1 more to be added in January, 1984) while 12 communities provide for a factor of 5 years of the last 10 years.

AWARD

B. The Panel therefore awards to the County its proposal of no change on the issue of Final Average Compensation.

VI. PENSION - WORKERS COMPENSATION INCLUDED IN
FINAL AVERAGE COMPENSATION

The Union's "Final Offer of Settlement" also includes an additional amendment to Section 2(k) of the Pension Plan, by adding the following proviso to Section 2(k):

"...provided, for those periods during which a member receives Workers Compensation or other supplemental benefits, such member shall be deemed to have received during such period the equivalent of the rate of compensation accorded the employment classification of such member. If he has less than 5 years of credit service, his final average compensation shall be the average of his annual compensations for his total period of credited service".

In explaining the purpose of the above proviso, the Union's Brief (page 59) states:

"The Union seeks, by way of its proposal, to provide that those employees who are injured in the line of duty and are receiving, pursuant to State Law, Worker's Compensation, not be penalized because of their injury in the line of duty in computation of the Final Average Compensation. The Union proposal would require that, for those periods during which an employee receives Workers Compensation for a duty-related injury, such employee will be deemed for the similar period to have received his or her normal rate of compensation established for a particular job classification. By inclusion of this provision will guarantee that an employee's compensation utilized in the 'Final Average Compensation' formula will not be artificially diminished because the employee is receiving Workers Compensation due to an injury instead of his normal salary...".

"The Union proposal attempts to remedy a deficiency or oversight in the pension system and does not, in reality, constitute an added cost factor since the proposal would merely put the injured employee on the same footing as the non-injured employee". (Union Brief, page 60)

The County does not specifically answer this proposal, but does contend that overall, its pension plan "is one of the very best pension plans, exceeding even those the P.O.A.M. cites as comparable": (County's Brief, page 67)

"Moreover....Oakland County's retirement plan has several outstanding monetary features not found in any of the comparable plans including: a 1.5% annual retirement income adjustment based on the cost-of-living; no employee contribution to the pension plan. The pension plan also has a very high employer cost". (County Brief, page 67)

The record on this issue is devoid of evidence which either supports or opposes it to our knowledge; no plan includes a similar provision. Accordingly, the Panel is unable to make a comparison with comparable communities.

It is the Panel's conclusion that it cannot make an award on this issue for lack of evidence, and thus, must make an award to the County of no change.

AWARD

The Panel awards this issue to the County.

VII. HOLIDAYS

"The County has proposed that the holiday schedule adopted by the Michigan Supreme Court for all of the Courts in this State and subsequently adopted by all other bargaining units in Oakland County as well as by the Board of County Commissioners for all Non-Union employees at the County be adopted for the P.O.A.M. bargaining unit". (County Brief, page 61)

"The Union seeks to retain the same number of holidays but to eliminate current confusion by designating the existing holidays. Such change would be effective with the date of the award". (Union Brief, page 61)

The Union opposes the County's proposal, contending that it seeks to diminish holidays and the ensuing premium pay by eliminating Christmas Eve as a holiday if Christmas Day falls on Saturday, Sunday or Monday; and eliminating New Year's Eve as a holiday if New Year's Day falls on a Saturday, Sunday or Monday. (Union Brief, page 61)

It also contends that "while this (the County's proposal) may be a workable schedule for clerical or maintenance employees who work a five (5) day, Monday through Friday week, it is clearly inequitable for law enforcement personnel who work a 24 hour, 7 day operation...". (Union Brief, page 61)

However, the Union acknowledges that "neither the Union's proposal nor the Employer's proposal would eliminate holiday premium in some years for the Sheriff's Department employees who have to work on two (2) holidays (at straight-time pay; instead of premium pay as paid under the last contract)." (Union Brief, page 61)

A comparison of the present schedule with the Employee's proposed schedule for 1984 helps understand the equities. Exhibit C-157 makes that comparison as follows:

COMPARISON OF HOLIDAY SCHEDULE
1984

			Employer's <u>Proposed Schedule</u>		
<u>Holiday</u>	<u>Date</u>	<u>Day of the Week</u>	<u>Holiday</u>	<u>Date</u>	<u>Day of the Week</u>
New Year's Day	Jan 2	Monday	New Year's Day	Jan 2	Monday
M.L. King's Day	Jan 16	Monday	M.L. King's Day	Jan 16	Monday
Lincoln's Birth.	Feb 13	Monday			
Washington's Birth.	Feb 20	Monday	President's Day	Feb 20	Monday

<u>Holiday</u>	<u>Date</u>	<u>Day of the Week</u>	<u>Holiday</u>	<u>Date</u>	<u>Day of the Week</u>
Memorial Day	May 28	Monday	Memorial Day	May 28	Monday
Fourth of July	July 4	Wednesday	Fourth of July	July 4	Wednesday
Labor Day	Sept. 3	Monday	Labor Day	Sept. 3	Monday
Columbus Day	Oct 8	Monday			
Veterans' Day	Nov 12	Monday	Veterans' Day	Nov 12	Monday
Thanksgiving	Nov 22	Thursday	Thanksgiving	Nov 22	Thursday
			Day after Tksgvg.	Nov 23	Friday
			Christmas Eve	Dec 24	Monday
Christmas	Dec 25	Tuesday	Christmas	Dec 25	Tuesday
			New Year's Eve	Dec 31	Monday

11

12

Source: Current collective bargaining agreement. County proposal.

From that exhibit, we find that in 1984, Sheriff employees would receive holiday pay for 11 holidays while under the new proposal they would receive 12 days. This is accomplished by consolidating Lincoln's and Washington's Birthdays into one day, as President's Day, and celebrated on February 20th. Also Columbus Day would be deleted resulting in reducing the total by two days. However, the new schedule would create three new holidays, day after Thanksgiving, (Nov. 23), Christmas Eve and New Year's Eve making a total of twelve (12) days net.

A comparison with the "Comparable Communities" indicates that: (Ex. U-38 and C-156)

3 grant 14 holidays
6 grant 13 holidays
2 grant 12 1/2 holidays
4 grant 12 holidays
3 grant 11 1/2 holidays
3 grant 11 holidays
(Not including State and National election days)

(It must be noted that the Union, in its Exhibit U-37 proposed an additional holiday - Easter. However, neither its formal "Final Offer of Settlement", nor its Brief, proposed the additional holiday).

The Chairman believes that uniformity of benefits in the County is most desirable for efficiency and equity. All Oakland County employees presently enjoy such unity regarding holidays, except those of the Sheriff's Department.

Although Sheriff's employees, because of the fluctuations in the days on which they fall, may receive varying benefits in some years, the variance is minimal and should not be an impediment to the adoption of a uniform schedule of holidays for all County employees.

AWARD

The Panel therefore, awards the proposed change in holiday schedule to the County.

VIII. LONGEVITY MODIFICATIONS

The County further proposes to modify the Longevity provisions now in effect. They are:

- A. Lump sum payment
- B. Longevity pay to be computed on a lesser base salary.

The present longevity plan provides for payment based upon the actual base salary. The proposal would reduce the base to \$15,000 for those employees whose actual base salary is \$20,000 or more, and to \$10,000 for those whose actual salary base salary is under \$20,000.

The benefit would also be paid in a lump sum in the first payroll period following the completion of each year of eligible service.

The foregoing change would be made by amending the current plan as follows:

PRESENT PLAN

"Section VII SERVICE INCREMENT PAY

The Service Increment pay plan is based on Miscellaneous Resolution No. 2817-A, effective January 1, 1954, and provides that County employees and appointed County Officials be granted automatic salary increments in addition to the salary range for their classification, as based on the following schedule:

<u>Years of County Employment</u>	<u>Percnet of Current Salary Rate Step</u>
7 years	2%
10 years	4%
13 years	6%
16 years	8%
19 years	10%

"A. Service Increments become effective the payroll period nearest the completion of the required years of service.

B. Length of County employment is described in Rule 22, "Eligibility for Fringe Benefits".

C. Service increment for an employee shall be computed on the current actual salary regardless of the current classification or salary history. Certain items shall not be considered a part of the salary for the purpose of computing service increment. Examples of such items include:

1. Bonuses, such as those paid to Registered Professional Engineers.
2. Night shift differential pay as covered under Section IX of this rule
3. Overtime payment.
4. Temporary changes of rate.
5. Incentive compensation.

PROPOSED AMENDMENTS

The County would amend the foregoing Sections A and C to read:

"A. Employees become eligible for service increments pay after the completion of seven (7) years of County service. Service increment pay shall be paid in a lump sum in the first payroll period following the completion thereafter of each year of eligible service."

"C. Service increment for an employee shall not be computed on the current actual salary but instead shall be computed on the basis of the following maximum amount:

- (1) \$15,000 for those whose base salary is \$20,000 or more;

- (2) \$10,000 for those whose base salary is under \$20,000.

The foregoing proposed changes would become effective the date of the Arbitration Award.

The Union strongly disagrees with the Employer's proposal primarily because it would diminish benefits presently being received and further because the present longevity plan, adopted in 1972 applies equally to all County employees, whether Union, non-Union, appointed or elected, and that nine of the ten bargaining groups have settled their contracts for the years 1982 and 1983, none of which have made any changes in this benefit program.

A study of Exhibits C-159 and C-165 including the "Comparable Communities", indicates the following information relative to the question of lump-sum payments and percentage of salaries or of fixed amounts of compensation:

1. Of 22 communities, 19 longevity plans provide for lump sum payments;
2. Of the 22 Comparables, the following pay on the basis other than actual salary:

Macomb County - \$15,000 salary for professional classes and \$10,000 for para-professional.

Livingston County	\$200 Max
Lapeer County	\$600 Max
Clinton Township	\$13,000
Livonia	\$16,000
Warren	\$15,000
Westland	\$ 5,000
Taylor	\$ 500

It is the Chairman's judgment that of the two-prong proposals of the County, that of changing the base for payment is the most important factor, rather than the method of payment for the simple reason that it controls the amount of the benefit. Furthermore, by maintaining the status quo, the plan applies equally to all County employees, including the Sheriff's Department.

Accordingly, the Panel believes that the Union's proposal to maintain the status quo more nearly complies with the factors of Section 9.

AWARD

The Panel awards the Union's proposal to maintain the status quo on longevity.

**IX. CAP ON COUNTY CONTRIBUTIONS TO MEDICAL
AND MASTER MEDICAL INSURANCE**

The County further proposes that employees contribute to the cost of their medical and dental insurance premiums, beginning with the date of this Award. The employee would individually contribute the amount of an increase in premium rates occurring after the date of this award.

The Union's last best offer proposes that the status quo be maintained.

The County's principal reason for its proposal is that such medical rates have tremendously increased in recent years. There can be no doubt that medical costs have increased several fold even beyond the Cost-of-Living Index.

However, there is no evidence, that the "Comparable Communities" have, as yet, adopted similar provisions.

Under this record, the Panel is unable to determine whether or not the County's proposal is prevalent among the "Comparable Communities" and assumes it is not.

Testimony taken on this issue shows that none of the nine bargaining units of Oakland County have adopted any such proposal, and that the obligations relating to insurance premiums remain in 1982 and 1983 as they were in 1981 and prior.

AWARD

The Panel awards the Union's proposal to maintain the status quo.

X. CAP ON COUNTY CONTRIBUTION TO DENTAL INSURANCE

This is also the County's proposal, urging the Panel to award a limitation on the County's contribution for Dental Insurance.

The arguments on this issue are similar to those in the preceeding issue. The Union opposes this one as well.

Again, there is no evidence before us that any municipality had adopted a similar provision. We have no precedent to follow.

AWARD

The Panel awards the Union's proposal to maintain the present program.

NON-ECONOMIC ISSUES

XI. AGENCY SHOP PROVISION

The Union finally proposes the adoption of an Agency Shop clause in the contract, (for details see Appendix "A" attached), to become effective thirty (30) days after the date of the Award.

The County objects to that proposal and presents a series of reasons for its position.

a. Oakland County has never had an Agency Shop provision in any of its contracts, because the County has a merit system so that employees with regular status cannot be separated from County service except for cause; and an Agency Shop clause would require termination of non-member employees who refused to pay their dues.

b. The Panel is without authority to award the agency shop provision because PERA permits such a clause only if such requirement is negotiated with the public employer and the agency shop clause is by agreement, not by compulsory award.

c. The County's merit system can only be modified by the vote of qualified electors and, therefore, any award of such a clause by the Panel would be void.

d. An Agency Shop provision is neither desirable nor necessary in Oakland County.

e. Non-members cannot vote on this proposal and the imposition of an agency shop clause violates every principle of free choice and freedom of association guaranteed by the Federal and Michigan Constitution.

f. Due to "me too" provisions in other contracts, other Unions would also demand an agency shop clause in their contracts.

g. Non-members have a property right to their job, which may not be restricted or abridged without the procedural safeguards of the Michigan and Federal Constitutions.

It is the opinion of the Panel's Chairman that the Panel has no authority to determine the legality of issues before it. The Chairman is required to preside over the hearing and shall take testimony, (Section 6)

"...The arbitration Panel shall identify the economic issues in dispute."

"The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic shall be conclusive.---As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in Section 9. The findings, opinions and order as to all other issues shall be based upon the applicable factors prescribed in Section 9." (Section 8)

"Sec. 9 Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:..."

None of the "Factors" set forth in Section 9 relate to the legality, or constitutionality of the issue in dispute. They all relate to "benefits" or such other factors -- 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."

(Sec. 9)

Nothing in the foregoing relates to "legality", only to "economics".

"Sec. 10 - A majority decision of the arbitration panel, if supported by competent, material, and substantial evidence on the whole record, shall be final and binding upon the parties, and may be enforced, at the instance of either party or of the arbitration panel in the Circuit Court..."

It is to be noted, in the above quoted portion of Section 10, only the Circuit Court may enforce the Panel's actions. Although the Panel may issue subpoenas, it cannot enforce them except through the Circuit Court. (Sec. 7) Violations of the law may be dealt with only through the Circuit Court. (Sec. 11) Only the Circuit Court may review orders of the Arbitration Panel, "but only for reasons that the Arbitration Panel was without or exceeded its authority...". (Section 10)

Although the issue of Agency Shop is deemed by the parties to be "non-economic", for the purpose of this proceeding the Panel must assume that it is a lawful issue to be determined.

A review of its provisions indicates that it is a standard agency shop provision, incorporating the required safeguards, including a save harmless provision which requires the Union to protect and save harmless and defend the County against all claims or suits brought by any individual by reason of the agency shop clause in the agreement.

It is the Panel's conclusion, therefore, that it cannot determine the issues of constitutionality or the legality of the issue of agency shop.

However, the Panel must determine which of the two proposals, the Union or the County, should be adopted.

In reviewing the situation in the "Comparable Communities", we find that of the 22 communities at least 15 have an agency shop clause in their contracts. (Ex. U-23)

The County made a strong effort to discredit the virtues of an agency shop through the testimony of Ronald L. Trowbridge. Unfortunately, his testimony was of little value to the Panel (except perhaps the County's Delegate), since he reviewed all of arguments heard over the last 40 years against unionism and ignored the fact that Unions have survived and progressed in spite of such arguments.

The fact that 15 of 22 comparable communities have accepted the agency shop principle and apparently are surviving, the deficiencies claimed for it convinces this Chairman that it should be awarded to the Union.

AWARD

The Panel awards the Agency Shop proposal to the Union.

THE PROCEDURAL ISSUES

The County's Brief includes several subjects for argument under the title "The Procedural Issues". They are:

- A. Act 312 is unconstitutional
- B. P.O.A.M. has neither bargained in good faith nor reached impasse and has failed to satisfy the jurisdictional requirements for involving Act 312.
- C. The Panel lacks jurisdiction because P.O.A.M. failed to make service of the 312 Petition.
- D. MERC's failure to make findings of Fact regarding its Decision to Invoke Compulsory Arbitration under Act 312 constitutes a denial of the County's due process rights.
- E. Oakland County must be provided a hearing on the coverage of Act 312.
- F. All classifications designated in P.O.A.M.'s Union description, with the exception of Patrol Officers, must be included from coverage under Act 312.

- G. The Panel Chairman denied Oakland County its due process by refusing to enforce the subpoena calling for P.O.A.M. Business Records.
- H. The law offices of Barry Howard should be disqualified from representing P.O.A.M.
- I. Oakland County has been denied due process because of Commissioner Ellman's conflict of interest and bias.
- J. Oakland County has been denied due process in that both MERC and the Chairperson have declined to provide a hearing on the Issue of the conflict and bias of Commissioner Ellman.

In answer to the foregoing topics, the Chairman says:

A. Since the County agrees that "the Arbitrator does not have the authority to rule on this issue". (County Brief, page 88) no answer is necessary.

B, C, D, E, & F. These issues all relate to matters heard by MERC and unanimously ruled upon by the Commission on February 24, 1983.

The County had filed two motions to dismiss the proceedings on January 11, 1983, and included the "claim of failure of service is now untimely raised since service of the amended petition was effected by Certified Mail on May 21, 1982"; secondly, the bare claim of unconstitutionality of the Act without any supporting particulars is unmeritorious in view of City of Detroit v. Detroit Police Officers Association, 408 Mich 410, 294 NW2nd 68 (1980)".

The Commission further ruled on the allegation that MERC is somehow "without jurisdiction" to convene an Act 312 proceeding because it has not established the existence of a "Legitimate impasse is also unfounded...";

"In regard to the fourth allegation, that certain classifications, in the unit now the subject of Act 312 proceedings are not covered by the Act" ...a threshold issue that could properly have been raised when the amended petition was pending prior to the selection and appointment -- of (an) impartial arbitrator. Now that hearings on the underlying and primary labor dispute have--

commenced -- respondent's request to resolve the issue of the Act's coverage is untimely". (Order of February 24, 1983)

Under what authority the panel could have ruled on any of the County's claims is a puzzle. The arbitrator is simply an agent of MERC. Once the County's Motions were heard and ruled upon could the Arbitrator act as an appellate body and possibly overrule the Commission's Order? I think not.

G. The Panel Chairman did refuse to permit the County's attorney access to all of the Union's books and records, allegedly for the purpose of analyzing the cost of the Union's dues structure. It is the Chairman's view that only the Union and its members have that right, and that only members of the Union may raise that issue. The Chairman is still of that opinion.

H, I, & J. Again, these objections by the County relate to matters that the Panel has no authority to resolve. Oakland County must address them to MERC, and if not satisfied there, then may use the judicial process to resolve them.

Accordingly, the Panel cannot become involved in the questions raised by the County and no award is made thereon.

SUMMARY OF AWARDS

ECONOMIC ISSUES

I. Wages

The Panel awards to P.O.A.M. its Last Best Offer on wages.

II. Vacation Benefits

The Panel awards to the Union its proposal on Vacation Benefits.

III. Cost-of-Living Clause

The Panel awards the Union's proposal regarding a Cost-of-Living clause in the Collective Bargaining Agreement.

IV. Pension - Normal Retirement Age

The Panel awards the Union's proposal to reduce the Normal Retirement Age factor from 55 years to 50 years to the Union.

V. Pension -

A. Service - Credit Multiplier

The Panel awards the Union's proposal to change the Service Credit Multiplier factor from 1.8% to 2.0% to the Union.

B. The Panel awards the County's proposal of no change on the issue of Final Average Compensation.

VI. Pension - Workers Compensation Included in Final Average Compensation

The County's proposal of no change is awarded to the County.

VII. Holidays

The Panel awards the County's proposal on holidays to the County.

VIII. Longevity Modifications

The Panel awards the Union's proposal of no change to the Union.

IX. Cap on County Contributions to Medical and Master Medical Insurance

The Panel awards the Union's proposal of no change to the Union.

X. Cap on County's Contribution to Dental Insurance

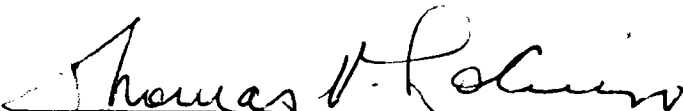
The Panel award the Union's proposal of no change to the Union.

XI. Agency Shop

The Panel awards the Agency Shop proposal to the Union.

By Order of the Arbitration Panel

Dated: November 28, 1983


THOMAS V. LoCICERO - Arbitrator

The undersigned Union Delegate hereby concurs with the Chairman on the following Awards:

	<u>Yes</u>
I.	<u>6</u>
II.	<u>6</u>
III.	<u>6</u>
IV.	<u>6</u>
V - A, B	<u>6</u>
VI.	<u>6</u>
VII.	<u>6</u>
VIII.	<u>6</u>
IX.	<u>6</u>
X.	<u>6</u>
XI.	<u>6</u>

Dated: Dec 23, 1983
~~November~~, 1983

Carl Parsell

CARL PARSELL, Union Delegate

The undersigned County Delegate concurs with the Chairman on the following awards:

	<u>Yes</u>
I.	<u> </u>
II.	<u> </u>
III.	<u> </u>
IV.	<u> </u>
V.	<u> </u>
VI.	<u> </u>
VII.	<u> </u>
VIII.	<u> </u>
IX.	<u> </u>
X.	<u> </u>
XI.	<u> </u>

Dated: November ____, 1983

KENNETH J. VINSTRA, County Delegate

*See attached
dissenting opinion.
KJV*

MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION
THOMAS V. LOCICERO, CHAIRMAN

In the Matter of the Arbitration
Under Act 312 between

COUNTY OF OAKLAND SHERIFF'S DEPARTMENT

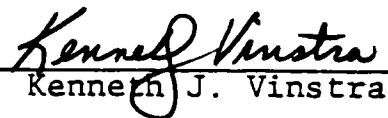
and

MERC Case No. D81-L2957

POLICE OFFICERS ASSOCIATION OF MICHIGAN

DISSENTING OPINION OF PANEL MEMBER
KENNETH J. VINSTRA

Because this panel lacks jurisdiction under Act 312, MCLA 423.231 et. seq., to render any award, and in any event, the Chairman's award joined in by the Union Delegate, is totally unsupported by competent, material, and substantial evidence, ignores the mandatory directives of Act 312 and the controlling law, sacrifices fair play and due process for unaccountable zeal, and is so grossly erroneous in its reasoning and outcome as to be beyond comprehension, I cannot in any way join in this award, and must therefore register my dissent to the entire decision.


Kenneth J. Vinstra

Dated 12/23/83

APPENDIX "A"

UNION'S FINAL OFFER OF SETTLEMENT

IN THE MATTER OF
ARBITRATION UNDER 312
PUBLIC ACTS OF 1969
AS AMENDED

BEFORE: THOMAS V. LOCICERO, IMPARTIAL CHAIRMAN

OAKLAND COUNTY BOARD OF COMMISSIONERS
AND OAKLAND COUNTY SHERIFF

- and -

POLICE OFFICERS ASSOCIATION OF MICHIGAN

MERC Case No. D81 L-2957

UNION'S FINAL OFFER
OF SETTLEMENT

POLICE OFFICERS ASSOCIATION
OF MICHIGAN
24133 Southfield Road
Southfield, Michigan, 48075
(313) 569-8075

ARBITRATION ISSUES

Economic Issues

Union

1. Wages
2. Cost of Living Allowance
3. Vacation Entitlement
4. Pension - Normal Retirement Age
5. Pension - Service Credit Multiplier Factor
6. Pension - Final Average Compensation
7. Pension - Worker's Compensation and Final Average Compensation
8. Holidays

Employer

9. Wages
10. Eliminate Service Increment (Longevity)
11. Cap on County Contributions Toward Health Premiums
12. Cap on County Contributions Toward Dental Premiums
13. Holiday Schedule

Non-Economic Issues

Union

14. Agency Shop

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Pension - Worker's Compensation and Final Average Compensation	8
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<u>Employer</u>	
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Cap on County Contributions Toward Health Premiums	12
Cap on County Contributions Toward Dental Premiums	13
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UNION ECONOMIC ISSUE #1

WAGES

FINAL OFFER OF SETTLEMENT:

Effective January 1, 1982, seven percent (7%) increase for all steps and classifications within the bargaining unit with the exception of Detention Officer which shall maintain a differential of \$3,700 between top step Detention Officer and top step Corrections Officer. The steps leading to top step Detention Officer shall maintain the same dollar differentials as presently in effect. Such increase shall apply to all persons for all hours compensated since January 1, 1982.

Effective January 1, 1983, six percent (6%) increase for all steps and classifications within the bargaining unit with the exception of Detention Officer which shall maintain a differential of \$3,700 between top step Detention Officer and top step Corrections Officer. The steps leading to top step Detention Officer shall maintain the same dollar differentials as presently in effect. Such increase shall apply to all persons for all hours compensated since January 1, 1983.

Wages to be retroactive to January 1, 1982.

UNION ECONOMIC ISSUE #2

COST OF LIVING ALLOWANCE

PRESENT:

No language at present.

FINAL OFFER OF SETTLEMENT:

1: All members shall be entitled to receive a cost of living allowance effective January 1, 1983.

2: Payment of such cost of living allowance shall be made quarterly and shall be determined in accordance with increases in the Consumers Price Index for Urban Wage Earners and Clerical Workers, Detroit, Michigan. All Items (1967=100) based on the 1972-73 Survey of Consumer Expenditures as Published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the "Index."

3: The amount of cost of living allowance at each quarterly adjustment shall be calculated on the basis of .4 increase in the Index shall equal 1¢ increase per hour and shall be added to and become base wage of each employee. However, in no event shall the total for any calendar year (commencing January 1) exceed 25¢ per hour.

4: Cost of Living allowance shall be determined by subtracting the Index figure for the last month of the previous quarter from the Index figure for the last month of the current quarter according to the following table for each quarterly adjustment.

<u>Quarterly Adjustment Date</u>	<u>Monthly Index Figure Determining Quarterly Increase</u>
----------------------------------	--

First paycheck issued on or following:

January 1st
April 1st
July 1st
October 1st

August-November
November-February
February-May
May-August

5: In the event of advance paychecks, payroll corrections or other unusual payroll circumstances, the cost of living adjustment shall be calculated as of the date an employee would normally have been paid.

6: In the event that the Bureau of Labor Statistics does not issue an appropriate Index figure prior to any adjustment date, any amounts required shall be paid retroactively at such time as the Index is published.

UNION ECONOMIC ISSUE #2

COST OF LIVING ALLOWANCE

7: No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the Index by the Bureau of Labor Statistics.

8: In the event of a discontinuance of the above named Index, the parties agree to apply to the Bureau of Labor Statistics for an alternate Index.

Cost of Living Allowance to be retroactive to January 1, 1983.

UNION ECONOMIC ISSUE #3

VACATION ENTITLEMENT

PRESENT:

Members of the POAM bargaining unit presently receive vacation entitlement in the following amounts:

<u>Years of Service</u>	<u>From</u>	<u>Through</u>	<u>Days of Annual</u> <u>Leave Per Year</u>
0		1 year	10 days
2		4 years	12 days
5		9 years	15 days
10		14 years	18 days
15		19 years	20 days
20		24 years	22 days
25 years and over			24 days

FINAL OFFER OF SETTLEMENT:

Effective January 1, 1983, members of the POAM bargaining unit shall receive vacation entitlement in the following amounts:

<u>Years of Service</u>	<u>From</u>	<u>Through</u>	<u>Days of Annual</u> <u>Leave Per Year</u>
0		1 year	10 days
2		4 years	12 days
5		9 years	16 days
10		14 years	20 days
15		19 years	21 days
20		24 years	23 days
25 years and over			25 days

All other terms and conditions pertaining to vacations to remain unchanged.

Vacation Entitlement to be retroactive to January 1, 1983.

UNION ECONOMIC ISSUE #4

PENSION - NORMAL RETIREMENT AGE

PRESENT:

Section 22. Oakland County Pension Plan

Any member who (1) has attained age 55 years and has 25 or more years of credited service, or (2) has attained age 60 years and has 8 or more years of credited service, may retire upon his written application filed with the Commission setting forth at what time, not less than 30 days nor more than 90 days subsequent to the execution and filing thereof, he desires to be retired. Upon his retirement he shall receive a retirement allowance provided in Section 25.

FINAL OFFER OF SETTLEMENT:

Section 22. Oakland County Pension Plan

Any member who (1) has attained age 50 years and has 25 or more years of credited service, or (2) has attained age 60 years and has 8 or more years of credited service, may retire upon his written application filed with the Commission setting forth at what time, not less than 30 days nor more than 90 days subsequent to the execution and filing thereof, he desires to be retired. Upon his retirement he shall receive a retirement allowance provided in Section 25.

Any other applicable section of the pension plan shall be amended to reflect the above change in Section 22.

Pension - Normal Retirement Age to be effective December 31, 1983.

PENSION - SERVICE CREDIT MULTIPLIER FACTOR

ECONOMIC ISSUE #5

PRESENT:

Section 25. Oakland County Pension Plan

(a) Upon a member's retirement as provided in this resolution, he shall receive a straight life retirement allowance. Prior to the date of his retirement he may elect to receive his retirement allowance under an option provided in Section 27 in lieu of a straight life retirement allowance. His straight life retirement allowance shall consist of:

- (1) An annuity which shall be the actuarial equivalent of his accumulated contributions standing to his credit in the employees savings fund at the time of his retirement; and
- (2) A pension which when added to his annuity will provide a retirement allowance equal to the number of years, and fraction of a year, of his credited service multiplied by 1.8 percent of his final average compensation. His pension provided in this paragraph shall not exceed \$1,800 a year or 3/4 of his final average compensation, whichever is greater.

FINAL OFFER OF SETTLEMENT:

Section 25. Oakland County Pension Plan

(a) Upon a member's retirement as provided in this resolution, he shall receive a straight life retirement allowance. Prior to the date of his retirement he may elect to receive his retirement allowance under an option provided in Section 27 in lieu of a straight life retirement allowance. His straight life retirement allowance shall consist of:

- (1) An annuity which shall be the actuarial equivalent of his accumulated contributions standing to his credit in the employees savings fund at the time of his retirement; and
- (2) A pension which when added to his annuity will provide a retirement allowance equal to the number of years, and fraction of a year, of his credited service multiplied by 2.0 percent of his final average compensation. His pension provided in this paragraph shall not exceed \$1,800 a year or 3/4 of his final average compensation, whichever is greater.

Section (b) to remain unchanged.

Any other applicable section of the pension plan shall be amended to reflect the above change in Section 25.

Pension - Service Credit Multiplier Factor to be effective
December 31, 1983.

UNION ECONOMIC ISSUE #6

PENSION - FINAL AVERAGE COMPENSATION

PRESENT:

Section 2. Oakland County Pension Plan

- (k) "Final average compensation" means the average of the highest annual compensations received by a member during a period of 5 consecutive years of his credited service contained within his 10 years of credited service immediately preceding the date his employment by the County last terminates. If he has less than 5 years of credited service, his final average compensation shall be the average of his annual compensations for his total period of credited service.

FINAL OFFER OF SETTLEMENT:

Section 2. Oakland County Pension Plan

- (k) "Final average compensation" means the average of the highest annual compensations received by a member during a period of 3 consecutive years of his credited service contained within his 10 years of credited service immediately preceding the date his employment by the County last terminates. If he has less than 5 years of credited service, his final average compensation shall be the average of his annual compensations for his total period of credited service.

All other portions of Section 2 to remain unchanged.

Any other applicable section of the pension plan shall be amended to reflect the above change in Section 2.

Pension - Final Average Compensation to be effective December 31, 1983.

UNION ECONOMIC ISSUE #7

PENSION - WORKERS COMPENSATION AND
FINAL AVERAGE COMPENSATION

PRESENT:

Section 2. Oakland County Pension Plan

- (k) "Final average compensation" means the average of the highest annual compensations received by a member during a period of 5 consecutive years of his credited service contained within his 10 years of credited service immediately preceding the date his employment by the County last terminates. If he has less than 5 years of credited service, his final average compensation shall be the average of his annual compensations for his total period of credited service.

FINAL OFFER OF SETTLEMENT:

Section 2. Oakland County Pension Plan

- (k) "Final average compensation" means the average of the highest annual compensations received by a member during a period of 5 consecutive years of his credited service contained within his 10 years of credited service immediately preceding the date his employment by the County last terminates; provided, for those periods during which a member receives Workers Compensation or other supplemental benefits, such member shall be deemed to have received during such period the equivalent of the rate of compensation accorded the employment classification of such member. If he has less than 5 years of credited service, his final average compensation shall be the average of his annual compensations for his total period of credited service.

All other portions of Section 2 to remain unchanged.

Any other applicable section of the pension plan shall be amended to reflect the above change in Section 2.

Pension - Workers Compensation and Final Average Compensation to be effective 30 days from date of the Award.

UNION ECONOMIC ISSUE #8

HOLIDAYS

FINAL OFFER OF SETTLEMENT:

No change in number of holidays, however bargaining unit employees shall be eligible for holiday compensation on the actual calendar date of each holiday rather than any other designation of day for holiday. The practice which applies to the floating holiday shall remain unchanged.

Holidays to be effective on date of Award.

EMPLOYER ECONOMIC ISSUE #9

WAGES

The Union's response is contained in the Union's Final Offer of Settlement on the issue of Wages.

EMPLOYER ECONOMIC ISSUE #10

ELIMINATE SERVICE INCREMENT (LONGEVITY)

The Union's response to this Employer issue is no change from present, thereby maintaining the status quo.

EMPLOYER ECONOMIC ISSUE #11

CAP ON COUNTY CONTRIBUTIONS
TOWARD HEALTH PREMIUMS

The Union's response to this Employer issue is no change from present, thereby maintaining the status quo.

EMPLOYER ECONOMIC ISSUE #12

CAP ON COUNTY CONTRIBUTIONS
TOWARD DENTAL PREMIUMS

The Union's response to this Employer issue is no change from present, thereby maintaining the status quo.

EMPLOYER ECONOMIC ISSUE #13

HOLIDAY SCHEDULE

The Union's response is contained in the Union's Final Offer of Settlement on the issue of Holidays.

UNION NON-ECONOMIC ISSUE #14

AGENCY SHOP

PRESENT:

No language at present.

FINAL OFFER OF SETTLEMENT:

A. Employees are free to join or not to join the union.

B. All employees, as a condition of employment, shall be required to pay to the Union an amount equivalent to the Union's regular dues commencing with the first pay period ending in the calendar month following completion of thirty days of employment. Such payments may be made as dues deductions set forth in this section and paid directly to the Union in accordance with the Constitution and Bylaws of the Union.

C. Employees not members of the union and who desire membership in the union shall confirm their desire to join by initiating their union application form and dues deduction authorization forms.

D. Any person who is employed with the County prior to the effective date of this provision and is covered by this provision who is not a member of the union and who does not make application for membership within forty-five (45) calendar days after the effective date of this provision shall, as a condition of employment, pay to the union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular union membership dues. Employees who fail to comply with this requirement shall be discharged by the employer within thirty (30) calendar days after receipt of written notice to the employer from the union, unless the County is otherwise notified by the union in writing within said thirty (30) calendar days.

E. Any person who becomes an employee of the County after this provision of the agreement is in effect, and is covered by this agreement, and is not a member of the union, and does not make application for membership within forty-five (45) calendar days from the date of employment shall, as a condition of employment pay to the union each month a service charge as a contribution toward the administration of this provision in an amount equal to the regular monthly union membership dues. Employees who fail to comply with this requirement shall be discharged by the employer within thirty (30) calendar days after receipt of written notice to the employer from the union, unless the County is otherwise notified by the union in writing within said thirty (30) calendar days.

UNION NON-ECONOMIC ISSUE #14

AGENCY SHOP

F. Dues Deduction

The employer agrees to deduct from the wages of bargaining unit employees, all union membership dues, initiation fees, and assessment uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer provided that the said form shall be executed by the employee.

Dues and initiation fees will be authorized, levied, and certified in accordance with the constitution and bylaws of the union. Each bargaining unit employee and the union hereby authorize the County to rely upon and to honor certifications by the treasurer of the union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the union dues and initiation fees.

G. Service Fee Deduction

The employer agrees to deduct from the wages of any bargaining unit employee who is not a member of the union all union service fees as provided in a written authorization in accordance with the standard form used by the employer provided that the said form shall be executed by the employee.

H. Remittance to Union

All dues and service fee deductions shall be remitted to the treasurer of the Union, the same to be by the Union allotted and distributed in accordance with the Constitution, bylaws and regulations of the Union. On the request of the County, the treasurer of the Union shall furnish the County a receipt for all dues received.

I. Save Harmless

The Union will protect and save harmless and defend the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with the Agency Shop Clause of this agreement.

Agency shop to be effective 30 days from date of the award.

Wherefore, the Final Offer of Settlement of the Union
is tendered in good faith and upon careful consideration.

Respectfully submitted,

POLICE OFFICERS ASSOCIATION OF
MICHIGAN



Ann Maurer
Labor Economist

Dated: June 15, 1983

APPENDIX "B"

STATEMENT OF EMPLOYER'S LAST OFFER OF SETTLEMENT

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT NO. 312 ARBITRATION PROCEEDING
BEFORE THOMAS LOCICERO, CHAIRPERSON
DETROIT, MICHIGAN

In the Matter of:

OAKLAND COUNTY

Act No. 312

and

MERC No. D81 L-2957

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

STATEMENT OF EMPLOYER LAST
OFFER OF SETTLEMENT

NOW COMES the County of Oakland and with the reservation of rights, defenses, and objections asserted by the County of Oakland in these proceedings, states as its last offer of settlement in this proceeding that the collective bargaining agreement for the term January 1, 1980 through December 31, 1981, stipulated exhibit No. 8, a copy of which is attached hereto for convenience, shall be continued for a new term, January 1, 1982, through and including December 31, 1983, with the following modifications:

1. Appendix A shall be modified by providing for a six percent (6%) adjustment in the salary schedule at pages A-5 and A-6 for each classification effective with the first pay period on or after January 1, 1982.

Appendix A shall be further modified by providing for a three and one-half percent (3 1/2%) adjustment in the salary schedule at said pages for each classification effective with the first pay period on or after January 1, 1983.

APPENDIX AI

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE FIRST
PAY PERIOD ON OR AFTER JANUARY 1, 1980

<u>CLASSIFICATIONS</u>	<u>BASE</u>	<u>6 MO.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Patrol Officer	18,574		19,274	19,974	20,675	21,375
Corrections Officer	18,574		19,274	19,974	20,675	21,375
Arson Investigator	21,375 Flat-Rate					
I. D. Technician I	18,574		19,274	19,974	20,675	21,375
I. D. Technician II	19,074		19,774	20,474	21,175	21,875
Detention Officer	14,019		15,237	16,456	17,675	
Patrol Officer Trainee	15,266 Flat-Rate					
Police Para-Professional	10,095		10,578	11,062		
Sheriff Comm. Agent	10,463	10,734	11,025	11,588	12,150	12,713
Sheriff Communication Shift Leader	13,195		13,679			
Marine Deputy	15,237		16,456	17,675		

Medical Detention Officer - \$500 annually (pro-rated) while performing duties of Medical Detention Officer.

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE FIRST
PAY PERIOD ON OR AFTER JULY 1, 1980

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Patrol Officer	19,118	19,838	20,559	21,280	22,000
Corrections Officer	19,118	19,838	20,559	21,280	22,000 ✓
Patrol Officer Trainee	15,714 Flat-Rate				
I. D. Technician I	19,118	19,838	20,559	21,280	22,000
I. D. Technician II	19,618	20,338	21,059	21,780	22,500
Arson Investigator	22,000 Flat-Rate				
Marine Deputy	15,776	17,038	18,300		

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL APPLY ONLY TO DETENTION OFFICER
EMPLOYEES WHO WERE HIRED BEFORE JANUARY 1, 1981
AND SHALL BECOME EFFECTIVE WITH THE FIRST PAY
PERIOD ON OR AFTER DATES SHOWN BELOW

JULY 1, 1980

<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
14,514	15,776	17,038	18,300 ✓

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE
FIRST PAY PERIOD ON OR AFTER
JULY 1, 1980

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>6 MO.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Police Para-Professional	10,700		11,212	11,725		
Sheriff Communication Agent	11,089	11,377	11,685	12,282	12,878	13,474
Sheriff Communication Shift Leader	13,985		14,498			

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE
FIRST PAY PERIOD ON OR AFTER
JANUARY 1, 1981

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Patrol Officer	19,986	20,739	21,493	22,246	23,000 ✓
Correction Officer	19,986	20,739	21,493	22,246	23,000
Patrol Officer Trainee	16,427 Flat-Rate				
I. D. Technician I	19,986	20,739	21,493	22,246	23,000
I. D. Technician II	20,486	21,239	21,993	22,746	23,500
Arson Investigator	23,000 Flat-Rate				
Marine Deputy	16,636	17,968	19,300		

THE FOLLOWING SALARY SCHEDULE SHALL
APPLY ONLY TO DETENTION OFFICER EMPLOYEES
WHO WERE HIRED BEFORE JANUARY 1, 1981 AND SHALL
BECOME EFFECTIVE WITH THE FIRST PAY PERIOD ON OR
AFTER THE DATES SHOWN BELOW

JANUARY 1, 1981

<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
15,306	16,637	17,968	19,300 ✓

THE FOLLOWING SALARY SCHEDULE SHALL
APPLY ONLY TO DETENTION OFFICER EMPLOYEES
WHO WERE NEWLY HIRED ON OR AFTER JANUARY 1, 1981
AND SHALL BECOME EFFECTIVE WITH THE FIRST PAY PERIOD
ON OR AFTER THE DATES SHOWN BELOW

JANUARY 1, 1981

<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
15,306	16,225	17,200	18,230	19,300 ✓

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE FIRST
PAY PERIOD ON OR AFTER JANUARY 1, 1981

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>6 MO.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Police Para-Professional	11,186		11,721	12,257		
Sheriff Comm. Agent	11,593	11,893	12,215	12,840	13,463	14,086
Sheriff Communication Shift Leader	14,620		15,156			

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE FIRST
PAY PERIOD ON OR AFTER JULY 1, 1981

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>6 MO.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Patrol Officer	20,855		21,641	22,428	23,214	24,000
Corrections Officer	20,855		21,641	22,428	23,214	24,000 ✓
Patrol Officer Trainee	17,142 Flat-Rate					
I. D. Technician I	20,855		21,641	22,428	23,214	24,000
I. D. Technician II	21,355		22,141	22,928	23,714	24,500
Arson Investigator	24,000 Flat-Rate					
Marine Deputy	17,499	18,899	20,300			

THE FOLLOWING SALARY SCHEDULE SHALL
APPLY ONLY TO CURRENT DETENTION OFFICER
EMPLOYEES WHO WERE HIRED BEFORE JANUARY 1, 1981
AND SHALL BECOME EFFECTIVE WITH THE FIRST PAY
PERIOD ON OR AFTER THE DATES SHOWN BELOW

JULY 1, 1981

<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
16,099	17,499	18,899	20,300 ✓

THE FOLLOWING SALARY SCHEDULE SHALL
APPLY ONLY TO DETENTION OFFICER EMPLOYEES
WHO SHALL BE NEWLY HIRED ON OR AFTER JANUARY 1, 1981
AND SHALL BECOME EFFECTIVE WITH THE FIRST PAY PERIOD ON
OR AFTER THE DATES SHOWN BELOW

JULY 1, 1981

<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
16,099	17,066	18,091	19,175	20,300

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE FIRST
PAY PERIOD ON OR AFTER JULY 1, 1981

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>6 MO.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Police Para-Professional	11,673		12,231	12,790		
Sheriff Communication Agent	12,097	12,410	12,746	13,399	14,049	14,699
Sheriff Communication Shift Leader	15,256		15,815			

PREMIUM PAY DIVERS

- (a) Divers shall receive straight time pay for on-duty hours of work.
- (b) For all hours on the job other than on-duty hours, the divers shall receive time and one-half pay.
- *(c) The divers shall receive premium pay of \$2.00 per hour over and above the rates set forth in sections (a) and (b) above, when performing diving activities.
- *(d) When diving under the ice, divers shall receive premium pay of \$4.00 per hour over and above the rates set forth in section (a) and (b) above.

*Computation of the \$2.00 per hour and \$4.00 per hours premium pay shall be computed to the nearest one-half ($\frac{1}{2}$) hours.

BONUS-HELICOPTER PILOT

While performing the functions of a helicopter pilot an employee will receive a \$500 annual bonus to be paid bi-weekly.

II

COURT APPEARANCE

When officers are required to appear in court, they shall be compensated at the rate of time and one-half for all time spent in court, with a guarantee of a minimum of two hours pay per day.

Under the following conditions:

1. Case must be of a criminal nature or related to traffic enforcement.
2. Officer must be off duty at court time.

III

CLOTHING AND EQUIPMENT

(a) Effective January 1, 1976, non-uniformed officers will receive a clothing and cleaning allowance at an annual rate of \$275, payable in installments of \$137.50 in June and \$137.50 in December.

(b) All guns, uniforms and equipment supplied by the County will remain County property and separating deputies will be required to return all uniforms and equipment to the Sheriff.

(c) Uniforms will be furnished for female employees of a type required by their job assignment. All uniforms will remain County property and separating employees will be required to return all uniforms to the Sheriff.

(d) The County will provide cleaning of uniforms for uniformed personnel of the department and it is understood that the individuals will not abuse this privilege by requesting excessive cleaning.

IV

CREDITED SERVICE

Credited service in each of the steps of the Detention Officer classification shall be as of the employee's anniversary date as adjusted by applicable existing Merit System Rules which govern other bargaining unit employees, provided the employee has satisfactorily performed.

The above clause shall be effective only as of January 1, 1978 and only for those persons actively employed in the bargaining unit within the Sheriff's Department on or after January 1, 1981.

V

APPLICATION OF ECONOMIC PORTIONS OF AGREEMENT

All adjustments, increments, increases, or payments provided for or required herein, shall be applicable only to those persons actively employed within the Sheriff's Department on and after January 1, 1981, with the exception only that those persons who retired with a pension in the period between January 1, 1978 and December 31, 1980 shall be entitled to a lump sum payment equal to the rate increase for their classification for the length of their employment during the period January 1, 1978 through December 31, 1980. The Employer shall receive full credit for all adjustments, increments, increases or payments made to date.

VI

MERIT INCREASES

Any merit increase for an employee who satisfactorily performs and is approved for such increase by the Sheriff shall become effective within ten working days after receipt by the Sheriff's Department of the appropriate notice of eligibility for merit increase and said merit increase shall not be denied unless the Sheriff disapproves the merit increase within the aforesaid period.

VII

SALARY SCHEDULE PROGRESSION

All persons hired hereafter shall be hired and progress in accordance with the salary schedules established herein.

SHERIFF'S DEPARTMENT AGREEMENT

APPENDIX B

I

For the following fringe benefits refer to the Oakland County Employee's Handbook:

1. Injury on the Job
- *2. Holidays
3. Leave of Absence
4. Life Insurance
5. Longevity
6. Medical and Master Medical Insurance
7. Sick Leave
- **8. Retirement
9. Annual Leave
- ***10. Income Continuation Insurance
- ****11. Dental Insurance
- *****12. Tuition Reimbursement

*The revisions in Merit Rule 26, "Legal Holidays" which eliminates Good Friday holiday provisions and add provisions for a Floating Holiday are incorporated in this agreement. This non-accruable Floating Holiday may be used by employees who have completed three months service, with prior permission, as a religious holiday, for an employee's birthday, or for other purposes desired by the employee. There shall be no premium pay in conjunction with this day and the department head shall be responsible for considering the best interest of the department and County service when approving use of the Floating Holiday.

**The requirement that those employees of the Oakland County Sheriff's Department who are required to contribute 6% of their annual salary towards the pension plan pursuant to the award of Arbitrator Richard Block dated November 11, 1975 in a Public Act 312 arbitration shall, in accordance with the below-schedule, have their required contributions reduced, and after the last effective date below, shall no longer be required to make any such contributions and shall be governed instead by the provision of the then current pension plan.

APPENDIX B

I

(Continued)

Effective with the first payroll period
beginning on or after January 1, 1980: 3%

Effective with the first payroll period
beginning on or after July 1, 1980:
remaining 3%

The Employer has as of date of this Agreement satisfied the percentage payments set forth above.

***Effective March 1, 1975, benefits shall start on the day following the day a disability has lasted for a continuous number of workdays equal to seventy percent (70%) of the number of sick leave days the employee has earned since the first day of employment, but not before the eighth day of disability.

Effective January 1, 1980, in the event an employee has previously recieved income continuation insurance, benefits will begin on the day following the day the disability has lasted for a continuous number of work days equal to seventy percent (70%) of the number of sick leave days the employee has earned since he or she last utilized income continuation insurance.

****Refer to Memorandum of Understanding executed in January, 1976 outlining the Dental Plan and the Interpretations applying to the Plan.

Effective 1/1/78 the \$500 lifetime maximum, applied to Type C expenses in connection with fixed bridge work, will no longer be in effect.

*****Effective January 1, 1978, the maximum reimbursement limit shall be increased to \$400 per semester (the current two class limit per semester will not change). Employees accepted to degree programs prior to October 1, 1977, will not be subject to the dollar limitation providing their progress in the program is continuous as set forth in the revised Merit Rule #20.

2. Appendix B, Section 5 on longevity, shall effective with the date of the arbitration award in this matter, continue to incorporate by reference Merit Rule 2, Section VII, Service Increment Pay, attached hereto in its current form for convenience, with the following changes:

Section VII, first paragraph, the column heading "Percent of Current Salary Rate Step" shall be modified to read "Percent of Applicable Maximum Amount" as defined in subsection C as modified below.

Section VII, subsection A, shall be modified as follows:

"Employees become eligible for service increment pay after the completion of seven (7) years of County service. Service increment pay shall be paid in a lump sum in the first payroll period following the completion thereafter of each year of eligible service."

Section VII, subsection C, the first sentence, shall be modified as follows:

"C. Service increment for an employee shall not be computed on the current actual salary but instead shall be computed on the basis of the following maximum amount:

- (1) \$15,000 for those whose base salary is \$20,000 or more;
- (2) \$10,000 for those whose base salary is under \$20,000."

In all other respects, subsection C shall remain the same.

Section VII SERVICE INCREMENT PAY

The Service Increment pay plan is based on Miscellaneous Resolution No. 2817-A, effective January 1, 1954 and provides that County employees and appointed County Officials be granted automatic salary increments in addition to the salary range for their classification, as based on the following schedule:

<u>Years of County Employment</u>	<u>Percent of Current Salary Rate Step</u>
7 years	2%
10 years	4%
13 years	6%
16 years	8%
19 years	10%

- A. Service Increments become effective the payroll period nearest the completion of the required years of service.
- B. Length of County employment is described in Rule 22, "Eligibility for Fringe Benefits".
- C. Service increment for an employee shall be computed on the current actual salary regardless of the current classification or salary history. Certain items shall not be considered a part of the salary for the purpose of computing service increment. Examples of such items include:
 - 1. Bonuses, such as those paid to Registered Professional Engineers.
 - 2. Night shift differential pay as covered under Section IX of this rule.
 - 3. Overtime payment.
 - 4. Temporary changes of rate.
 - 5. Incentive compensation.

3. Appendix B, Section 6 on medical and master medical insurance shall, effective with the date of the arbitration award in this matter, be modified by providing a limit on the Employer's obligation to pay the premium cost of such insurance equal to the premium cost in effect for individual, two person, and family coverage as of the date of said arbitration award.

Any premium cost for individual, two person, or family coverage in excess of the Employer's limited obligation shall be paid for by each participating employee through a regular periodic payroll deduction.

4. Appendix B, Section 11 on dental insurance, shall, effective with the date of the arbitration award in this matter, be modified by providing a limit on the Employer's obligation to pay the premium cost of such insurance equal to the premium cost for individual, two person, and family coverage in effect as of the date of said arbitration award.

Any premium cost for individual, two person, or family coverage in excess of the Employer's limited obligation shall be paid for by each participating employee through a regular periodic payroll deduction.

5. Appendix B, Section 2 on holidays shall, effective with the date of the arbitration award in this matter, continue to incorporate by reference Merit Rule 26 modified as follows:

RULE 26 — LEGAL HOLIDAYS**Section I DEFINITION**

A. The following holidays are recognized as holidays by the County of Oakland.

- | | |
|------------------------------|--|
| 1. New Year's Day | - January 1 |
| 2. Martin Luther King's Day | - The Monday nearest January 15 |
| 3. President's Day | - The third Monday in February |
| 4. Memorial Day | - The last Monday in May |
| 5. Independence Day | - July 4 |
| 6. Labor Day | - The first Monday in September |
| 7. Veterans' Day | - November 11 |
| 8. Thanksgiving Day | - The fourth Thursday in November |
| 9. Friday after Thanksgiving | |
| 10. December 24 | - Whenever December 25 falls on Tuesday, Wednesday, Thursday, or Friday. In other years Christmas Eve Day shall not be considered a Holiday. |
| 11. Christmas Day | - December 25 |
| 12. December 31 | - Whenever January 1 falls on Tuesday, Wednesday, Thursday, or Friday. In other years New Year's Eve Day shall not be considered a Holiday |

B. In addition to the above holidays, County employees who have completed three months of County Service shall be entitled to use one "Floating Holiday" each calendar year. When using the Floating Holiday, employees shall be granted the day off and shall be paid at their regular rate for the day, just as if they had worked. There shall be no holiday premium pay for this day. The employee's department head shall be responsible for considering the best interest of the department and County Service when approving use of the Floating Holiday. The remaining Section of this rule shall not apply to the Floating Holiday provision.

Section II HOLIDAYS FALLING ON SUNDAY

A. Whenever New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Sunday, the following Monday shall be a Holiday.

Section III HOLIDAYS FALLING ON SATURDAY

A. Whenever New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Saturday, the preceding Friday shall be a Holiday.

Section IV HOLIDAYS OFFICIALLY CELEBRATED ON MONDAY

- A. Whenever one of the designated Holidays is celebrated on Monday, in compliance with Act 12 of the Public Acts of 1969, that Monday shall be considered as the Official Holiday for the purpose of these regulations.

Section V EFFECT OF LEGAL HOLIDAYS

- A. All County Departments and Institutions shall be closed on these designated Holidays except those departments and institutions which must stay open to provide continuous round-the-clock service.
- B. County Employees eligible for Fringe Benefits under Rule 22 shall be granted time off with pay on these days, in accordance with the provisions of this rule.

Section VI METHODS OF COMPENSATION FOR LEGAL HOLIDAYS

- A. The following provisions apply only to those employees both eligible for fringe benefits under Rule 22 and eligible for overtime under Rule 2, Section VIII, B.
- B. Eligible, but less-than-full-time employees shall be compensated for Legal Holidays in the same manner as full-time employees, except:
 - 1. The compensation for those who actually worked the Holiday in question but who worked less than a full shift, shall be based on the hours actually worked.
 - 2. The compensation for those who did not work the Holiday in question shall be based on their pro-ration for fringe benefits of the previous pay period. (The ratio between the hours actually worked in the previous pay period and a full eighty hour pay period.)
- C. When there is a choice as to whether the employee is to be compensated in future time off with pay (Compensatory Time) or in money, the choice shall be the Department Head's, based on which method is most economical and convenient to the Department and on the availability of funds.
- D. Situations
 - 1. Employees normally scheduled to work on the day in question, but who do not because they have been granted the day off with pay because it is a Legal Holiday:
 - a. Shall be paid at their regular rate for the day, just as if they had worked.

2. Employees whose normal scheduled day off falls on the day in question, because of the assigned shift, and who do not work the day shall be granted an extra day's pay at the employee's regular rate.
3. Employees normally scheduled to work the day in question, but who would get it off with pay because it is a Legal Holiday, but who are assigned to work the day in spite of it being a Legal Holiday:
 - a. For the Legal Holiday the employee shall be granted:
 - (1) A day's pay at the employee's regular rate.
 - b. In addition, for the time actually worked on the Legal Holiday, the employee shall be granted time and one-half in pay.
4. Employees whose normal day off falls on the day in question because of the assigned shift, but who are assigned to and work the day in spite of it being a normal day off and Legal Holiday:
 - a. For the Legal Holiday, the employee shall be granted a day and one half in pay.
 - b. In addition, for the time actually worked on the Legal Holiday, the employee shall be granted time and one-half in pay.

Section VII EFFECTS OF LEGAL HOLIDAYS ON OTHER FRINGE BENEFITS

A. Effect of Legal Holidays on Sick Leave

1. Legal Holidays falling within a period when an employee is on Sick Leave (with pay), shall be counted as the Legal Holiday off and shall not be deducted from the employee's Sick Leave Accumulation.

B. Effect of Legal Holidays on Annual Leave

1. Legal Holidays falling within a period when an employee is on Annual Leave, shall be counted as the Legal Holiday off and shall not be deducted from the employee's Annual Leave Accumulation.

C. Effect of Legal Holidays on Leave of Absence

1. Employees on Leaves of Absence Without Pay shall not get Legal Holidays off with pay and shall not accumulate equivalent time off with pay for such Legal Holidays.

- D. When an employee transfers from one Department to another within the County Service, the unused Compensatory Time accumulated as compensation for Legal Holidays shall be treated the same as unused accumulated Annual Leave. (See Rule 23).

RULE 26 — AMENDMENTS**Section I**

1. Columbus Day - Section I of Act 128 of the Public Acts of 1962, as amended.
2. Good Friday provision (formerly Section I, A; 12) deleted by Board of Commissioners Miscellaneous Resolution No. 7875, March 3, 1977; effective April 2, 1977.
3. Section I, B, C, and D, added by Board of Commissioners Miscellaneous Resolution No. 7875, March 3, 1977; effective April 2, 1977.
4. Section I, A, 2, added by Board of Commissioners Miscellaneous Resolution No. 8293, December 15, 1977; effective January 1, 1978; in addition state and national general election holidays were deleted by Resolution No. 8293, December 15, 1977; effective January 1, 1978.
5. Section I, A, amended and expanded by Board of Commissioners Miscellaneous Resolution No. 82181, June 3, 1982; effective July 3, 1982.
6. Section I, C, and D, deleted by Board of Commissioners Miscellaneous Resolution No. 82181, June 3, 1982; effective July 3, 1982.

Section II

1. Section II, A, amended by Board of Commissioners Miscellaneous Resolution No. 82181, June 3, 1982; effective July 3, 1982.

Section III

1. Section III, A, amended by Board of Commissioners Miscellaneous Resolution No. 82181, June 3, 1982; effective July 3, 1982.

Section VI

1. Section VI, A, changed in accord with the Fair Labor Standard Act of 1938 as amended in 1974, Board of Commissioners Miscellaneous Resolution No. 6795, August 22, 1974; amendment effective September 23, 1974.
2. Section VI, D, 2, and 3b, changed in accord with the Fair Labor Standards Act of 1938 as amended in 1974; Board of Commissioners Miscellaneous Resolution No. 6795, August 22, 1974; amendment effective September 23, 1974.
3. Section VI, D, 3,a, (1) amended and Section VI, D, 3, a, (2), deleted by the Board of Commissioners in Miscellaneous Resolution No. 5591, January 21, 1977; amendment effective February 20, 1971.
4. Section VI, D, 4, a and b, changed in accord with the Fair Labor Standards Act of 1938 as amended in 1974. Board of Commissioners Miscellaneous Resolution No. 6795, August 22, 1974; amendment effective September 23, 1974.

In all other respects, the aforesaid collective bargaining agreement should be continued for the term through and including December 31, 1983.

The County of Oakland deems all issues presented by the Union to be economic issues, except the Union's Agency Shop issue, which is non-economic and should be rejected. To the extent that the Union's last offer of settlement on economic issues is inconsistent with this statement, it should be rejected.

The County of Oakland reserves and continues all of its rights, defenses and objections to the jurisdiction of the arbitration panel, as well as the applicability of the statute and these proceedings to any employees except the patrol officers, as well as the other rights, defenses and objections raised in said proceedings. Accordingly, this proceeding should be dismissed, or in the alternative, limited to patrol officers and in any event, the arbitration panel should adopt the last offer of settlement as submitted herewith.

Respectfully submitted,

THE FISHMAN GROUP

By Steven J. Fishman
Steven J. Fishman
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of Oakland
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(313) 338-8700

Dated: June 15, 1983

-APPENDIX "C"

STATE EAUALIZED VALUATIONS & S.E.V. PER CAPITA-1981

STATE EQUALIZED VALUATION
AND S.E.V. PER CAPITA, 1981

	<u>1980 Population</u>	<u>State Equalized Valuation</u>	<u>S.E.V. Per Capita</u>	<u>Rank</u>	<u>Per Capita income-1979</u>
OAKLAND COUNTY	1,011,793	\$13,243,103,993	\$13,089	6	\$10,661
Wayne County	2,337,891	18,102,891,004	7,743	18	7,608
Macomb County	694,600	7,315,892,105	10,533	9	8,655
Warren	161,134	1,934,786,756	12,007	8	8,690
Sterling Heights	108,999	1,316,214,900	12,075	7	8,996
Livonia	104,814	1,522,390,291	14,525	5	9,973
Dearborn	90,660	1,780,478,207	19,639	1	9,852
Westland	84,603	604,764,687	7,148	20	8,308
Taylor	77,568	564,847,228	7,282	19	7,413
Pontiac	76,715	691,238,755	9,010	14	6,252
St. Clair Shores	76,210	659,343,043	8,652	16	9,191
Southfield	75,568	1,284,515,125	16,998	3	12,668
Clinton Township	72,400	674,028,254	9,310	13	8,862
Royal Oak	70,893	680,234,600	9,595	12	9,766
Dearborn Heights	67,706	594,524,362	8,781	15	9,488
Troy	67,102	1,261,546,805	18,800	2	11,642
Waterford Township	64,437	661,487,800	10,266	10	9,046
Redford Township	58,441	595,178,238	10,184	11	9,074
Farmington Hills	58,056	858,835,200	14,793	4	12,641
Roseville	54,311	434,853,046	8,007	17	7,539

APPENDIX "C"

-APPENDIX "D"

STAFFING PATTERNS EMPLOYER AND UNION COMPARABLE AGENCIES

STAFFING PATTERNS
EMPLOYER AND UNION COMPARABLE AGENCIES

Agency	Correction Officers	Detention Officers	Patrol Officers	Traffic Officers	Communication Personnel	Other	Total
Oakland County	29	118	25 ^a	17	26 ^b	8	223
Macomb County	21	75	38	5	4 ^b	42	185
Genesee County	0	114	3	5	6 ^b	23	151
Livingston County	0	10	31	3	6 ^b + 1 Sgt. = 7 Total	3	54
Lapeer County	0	7	19	0	5 ^b	0	31
Warren	0	9	117	17	9 ^b	12	164
Sterling Heights	0	9	78	2	9 ^b , 8 Cadets, 3 Sgts. 20 Total	19	128
Livonia	0	0	58	13	2 ^b + 1 = 3	0	74
Dearborn	0	1 Patrol Officer m-f	98	5	18 ^b	0	122
Westland	0	0	42	6	9	2	59
Taylor	0	0	39	5	3	2	49
Pontiac	0	0	94	4	4 ^b + 1 = 5 Total	20	123
St. Clair Shores	0	0	42	8	9 + 9 Sgts. = 18	4	72
Southfield	0	0	77	0	16 ^b	38	131
Clinton Twp.	0	0	17	0	6 ^b	0	23
Royal Oak	0	3	41	0	3	7	51
Dearborn Heights	0	2 Security Guards	45	4	4	8	63
Troy	0	0	45	10	6	8	69
Waterford Twp.	0	0	35	0	4 ^b	1	40
Redford Twp.	0	3	37	3	3	2	45
Farmington Hills	0	0	31	4	11 ^b	9	55
Roseville	0	0	44	6	2 ^b part-time + 4 = 6	2	58
Wayne County	359 ^d	64 ^d	0 ^e	10	12	62	507

STAFFING PATTERNS

EMPLOYER AND UNION COMPARABLE AGENCIES

- ^aIn addition, 64 Deputies supported by townships with service contracts, are assigned to one of eight individual sub-stations and patrol the specific township or townships serviced by that sub-station.
- ^bCivilian
- ^cOther-Miscellaneous/Sworn Officers including: Investigators, Youth Bureau, Paramedics, Marine Safety, etc.
- ^dOf the 359 employees, 35 perform speciality duties. All or virtually all of the remaining positions were interchangeable with the former road patrol positions, and will be converted to Patrol Officer I (Detention Officer equivalent) as positions become vacant.
- ^eWayne County does not have any employees assigned to general road patrol.
- ^fAlso includes 18 assigned to Metro Airport and 31 assigned to Wayne County parks.

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