.629

STATE OF MICHIGAN

DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSIONS

ARBITRATION PURSUANT TO PA 312
OF 1969, AS AMENDED

IN THE MATTER OF THE ACT 312 ARBITRATION
BETWEEN:

COUNTY OF OTTAWA (Employer)

-and-

COMMAND OFFICERS ASSOCIATION OF MICHIGAN
(Union) (Association)

/

MERC Case #G91 B-0035

OPINION, FINDINGS AND ORDER

APPEARANCES:

ARBITRATION PANEL: Mario Chiesa, Neutral Chairperson

Jim DeVries, Association Delegate

Robert Oosterbaan, Employer Delegate

FOR THE UNION: William Birdseye
Command Officers Assn.
of Michigan
28815 West Eight Mile Road
Suite 103
Livonia, Michigan 48152-2052

FOR THE EMPLOYER: Miller, Johnson, Snell & Cummiskey
By: Norman Jabin
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Kalamazoo, Michigan 49007

TESTIFYING: Ann Maurer
Darcy Dustin
Robert Oosterbaan
Larry Beld

INTRODUCTION

The petition filed in this matter is dated June 3, 1991. The impartial arbitrator and chairperson of the panel was appointed via a letter dated June 24, 1991.

It should be noted that the parties waived all of the time limits contained in the statute and in the regulations. A pre-arbitration conference was held on October 7, 1991. The hearing took place on April 13, 1992. Last offers of settlement were exchanged between the parties on May 7, 1992. After the transcript was received, an executive session took place on July 24, 1992. This Opinion and Award is following as soon thereafter as possible.

ISSUES

The parties agreed that the Collective Bargaining Agreement to be created as a result of this arbitration would be effective from 1/1/91 through 12/31/92. The issues initially recognized and arbitrated at the hearing were identified as Sergeants' Wages, Lieutenants' Wages, Pension Multiplier, Health Insurance for Retirees, and Vacation. All of the issues were characterized as economic.

The last offers of settlement are displayed in Appendix A of this Opinion and Award.

COMPARABLES

Much to their credit the parties stipulated that the comparable communities to be considered in this arbitration were: Muskegon County, Kent County and Allegan County. By stipulating to the comparables, the parties eliminated the potential of extensively litigating the question of which communities should be considered comparable to Ottawa County for the purposes of this arbitration.

BACKGROUND

This arbitration involves a dispute between the sergeants and lieutenants represented by the Command Officers Association of Michigan and the Sheriff and County of Ottawa. There are approximately seventeen employees in the lieutenants' and sergeants' bargaining unit.

Of course, the Sheriff is the highest position in the Sheriff's Department. The first direct subordinate to the Sheriff is the Undersheriff.

The Department is comprised of three general divisions, i.e., the jail division, the detective division, and the patrol division.

The jail division is headed up by a lieutenant. The lieutenant is in charge of both the jail and the work farm. There are three sergeants working in the division, four senior corrections officers, and approximately twenty corrections officers.

A lieutenant heads up the detective division. There is one detective sergeant and six detectives.

The patrol division is also headed up by a lieutenant. There are nine sergeants. There are approximately twenty-seven full-time officers, twenty to thirty mounted part-time officers, and fifty reserve officers.

WAGES

It is clear from the record that the parties have agreed that a last offer of settlement would be submitted for the lieutenants and another last offer of settlement would be submitted for the sergeants. These are two distinct issues. However, given the fashion in which the evidence was presented, it is most efficient to simultaneously deal with this portion of the dispute.

Everyone involved is aware of the statutory standards and it must be noted that the decisions reached herein are more than amply supported by competent material and substantial evidence on the whole record. Furthermore, all applicable factors, as outlined in Section 9 of the statute, have been considered. Those factors read as follows:

> "(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 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."

The foregoing applies to the totality of this Opinion, even though it is being mentioned at this point when the specific discussion is geared to the two salary issues.

The parties' last offers of settlement have been attached as Appendix A so they appear in this Award in their totality. However, as is customary, the evaluation will deal with the top step in each classification. For both sergeants and lieutenants that would be the five-year rate. It is noted that the salary steps are: Start, One Year, Two Years, Three Years, and then Five Years.

According to the record, the top step sergeant wage rate in effect just prior to the time covered by this Collective Bargaining Agreement was $36,218.00. That rate became effective 1/1/90. The top lieutenant rate for the same period was $37,864.00.

As can be seen from the last offers of settlement, the Employer offers a 4% wage increase in the first year of the contract, as well as a 4% wage increase in the second year of the contract. When applied to the figures, that would mean effective 1/1/91 a top paid sergeant would receive $37,667.00, while effective 1/1/92 a top paid sergeant would receive $39,174.00. Effective 1/1/91 a top paid lieutenant would receive $39,379.00, while a top paid lieutenant for the period beginning 1/1/92 would receive $40,954.00.

The Union's last offer of settlement for sergeants provides for a 5% across-the-board increase in the first year of the contract and a 4% across-the-board increase in the second year of the contract. That translates to $38,029.00 for a top paid sergeant effective 1/1/91, and $39,550.00 for a top paid sergeant as of 1/1/92. A top paid lieutenant would receive $41,650.00 effective 1/1/91, while effective 1/1/92 a top paid lieutenant would receive $43,316.00. The first year the increase is 10%, while the second year is 4%.

Both the Employer's and the Union's offers contemplate that the salaries will be fully retroactive and effective on the dates mentioned.

The Union has suggested that the rather large increase for lieutenants in the first year of the contract is necessary to bring the three lieutenants in Ottawa County in line with the salaries existing in the comparable communities.

There was an abundant amount of evidence introduced by the parties. Each bit was carefully considered, although it is impossible and probably inappropriate to mention everything contained in the record.

The evidence establishes that for the historical period dealt with in the record, Allegan County has always been the county with the lowest wage rates for both sergeants and lieutenants. On January 1, 1989 the sergeants' salary in Ottawa County was second, being exceeded by the rate in Kent County. It was approximately $1,000.00 more than the $33,853.00 average. On January 1, 1990, the sergeants' rate in Ottawa County was again second out of all the comparable communities. The rate was approximately $700.00 more than the average. Both the Employer's and the Union's last offers of settlement would maintain the sergeants' rate in Ottawa County as the second highest as of January 1, 1991. The Employer's offer is about $630.00 higher than the average, while the Union's is about $990.00 higher than the average. The Employer's last offer for January 1, 1992 would maintain the sergeants' rate at the second rank of the comparable communities. The Union's offer would also rank second. The Employer's is approximately $700.00 higher than the average, while the Union's offer is about $1,100.00 higher than the average.

There was data offered by the Employer dealing with what it considered to be the overall compensation received by sergeants. In essence, what the Employer did was to make adjustments for overtime, longevity, pension and health care. I note there is evidence suggesting there has been no recent contributions to any of the retirement plans, so I am not so sure that the pension adjustment is appropriate. However, when the data is examined, it does show that the Employer's offer for sergeants is very acceptable.

The data also shows that the percentage increases for sergeants for 1991 was 5% in Allegan, 3% in Kent, and 4% in Muskegon County. For 1992 it was 3% in Allegan, 4% in Kent and 4% in Muskegon. The Employer's offer is 4% in 1991 and 4% in 1992, while the Union's offer is 5% in 1991 and 4% in 1992.

The data related to internal comparables shows that none of the internal comparables received or were offered more than a 4% increase for 1991 or 1992. In fact, the figure is 4% for all of them, except for 1991 when the Teamsters were offered zero percent.

The wage rates received by sergeants and lieutenants are often defined in the term of differentials or the difference between those rates and that received by a top paid deputy. As of 1/1/90, Ottawa County sergeants were receiving 111% of a top deputy's pay. In Allegan this figure was 112%, while in Kent County it was 113%. In Muskegon County the figure was 115%. The evidence establishes that when based on a differential percentage, Ottawa County sergeants are generally paid on a lower percentage differential.

The cost of living data shows that neither last offer of settlement will bring the sergeants' wage rate up equal with the cost of living increase utilizing the Detroit City Index starting with January 1989 as the base point. Obviously the Union's slightly higher last offer of settlement would go further in eliminating the impact of the increase in the CPI Detroit Index.

In dealing with the data regarding the lieutenants, the information for January 1, 1989 and January 1, 1990 shows that at those two points in time the Ottawa County lieutenants were at a pay rate which was exceeded by two of the comparable communities. In other words, the Ottawa County lieutenants had a rank of third in the comparable communities. While it is true that the high rates in Kent County tend to skew the figures; nevertheless, the Ottawa County lieutenants received about $1,700.00 less than the average figure at the top step on January 1, 1989. On January 1, 1990 they received about $2,200.00 less than the average. Both the Employer's and the Union's last offer of settlement would maintain the lieutenants at their third level rank for January 1, 1991, but for January 1, 1992 the Union's offer would elevate the lieutenants to the rank of second, while the Employer's would keep them at the rank of third. Looking at the average salary for 1/1/91, both the Employer's and the Union's last offer of settlement would be below the average. The Union's would be about $200.00 under the average, while the Employer's would be about $2,500.00 under the average. For January 1, 1992, the Union's figure would be about $290.00 above the average, while the Employer's would be almost $2,000.00 below the average.

Looking again at what the Employer has characterized as overall compensation, there is a suggestion that Ottawa County lieutenants received about $327.00 of overtime for the period in question. However, the testimony seems to suggest that the lieutenants did not receive any overtime. Nevertheless, when the Employer's data is used for 1992, the Employer's last offer of settlement would provide an overall compensation which is less than the average and in fact third of all the comparables.

The data also shows that when the top step wage increase for the lieutenants is expressed in percentage in 1991, Allegan lieutenants received 5% increase, Kent received 5%, Muskegon 4%. In 1992 Allegan lieutenants received 3%, Kent received 0%, and Muskegon 4%. The Union's last offer in this case is 10% and 4%, while the Employer's is 4% for each year.

The data regarding the percentage differential between salaries paid lieutenants and those received by top paid deputies show a real difference between the comparable communities. In Allegan County as of January 1, 1990, lieutenants received 120% above a top deputy. That figure in Kent County for January 1, 1990 was 139% and for January 1, 1991 was 137%. In Muskegon County the figure is 126%. For 1992 the figure in Allegan County is 118%, in Kent County 132% and in Muskegon County 126%. The average for 1992 is 125.6%. The historical data shows that in Ottawa County as of January 1, 1990 lieutenants were paid only 116% above top deputy. It is obvious from the figures that this is much less of a differential than exists in even Allegan, the county which has the lowest salary rates. The Employer's data confirms that conclusion, showing that Kent and Muskegon pay a much higher percentage differential for lieutenants than what exists in Ottawa.

The CPI information using the same data listed above, shows that the Employer's last offer of settlement as of 1/1/91 would not come near making up for purchasing power lost as a result of the increase in the consumer price index. As of 1/1/91 the Union's last offer would actually exceed the increase in CPI.

After carefully examining the evidence, it becomes apparent that the Union's last offer of settlement regarding lieutenants is much more acceptable when judged by the standards in Section 9 of the statute than is the Employer's. That large 10% increase in the first year of the contract seems extraordinary, but when carefully analyzed, it represents nothing more than an adjustment which the three lieutenants in Ottawa are entitled to in order to make their wage levels more competitive with the levels in the comparable communities. There was no showing that the lieutenants in Ottawa perform any less duties than those in the comparable communities, nor was there any evidence establishing that they should be paid less for some other reasons. When examining the costs it is clear that since there are only three lieutenants in the unit, the increase ordered herein will not have a substantial impact on the Employer's finances.

While the difference between the two last offers of settlement isn't as striking in the sergeants' dispute as it is in the lieutenants' dispute, a careful analysis of the evidence establishes that the Union's last offer of settlement is more acceptable when the Section 9 criteria is applied. The CPI data shows that the Union's last offer of settlement goes much further in making up lost purchasing power. Furthermore, the Union's last offer of settlement is much more in line with the average of the comparable communities when Ottawa's relationship to the average as of 1/1/89 and 1/1/90 is kept in mind. The Union's last offer of settlement represents a steady continuation of Ottawa's rank, vis a vis top paid sergeants, with those in the comparable communities.

AWARD- LIEUTENANTS

The panel orders that the Union's last offer of settlement be adopted.

MARIO CHIESA
Neutral Chairperson

Union Delegate

Employer Delegate

AWARD - SERGEANTS

The panel orders that the Union's last offer of settlement be adopted.

MARIO CHIESA
Neutral Chairperson

Union Delegate

Employer Delegate

in making up lost purchasing power. Furthermore, the Union's last offer of settlement is much more in line with the average of the comparable communities when Ottawa's relationship to the average as of 1/1/89 and 1/1/90 is kept in mind. The Union's last offer of settlement represents a steady continuation of Ottawa's rank, vis a vis top paid sergeants, with those in the comparable communities.

AWARD- LIEUTENANTS

The panel orders that the Union's last offer of settlement be adopted.

Mario Chiesa
MARIO CHIESA
Neutral Chairperson

Union Delegate

Robert Oosterbaan
Employer Delegate 11/4/92

AWARD - SERGEANTS

The panel orders that the Union's last offer of settlement be adopted.

Mario Chiesa
MARIO CHIESA
Neutral Chairperson

Union Delegate

Robert Oosterbaan (dissent)
Employer Delegate 11/4/92

PENSION - MULTIPLIER

The current retirement provisions are contained in Article XV of the Collective Bargaining Agreement. That language is displayed in the Union's last offer of settlement which is contained in the Appendix.

As it relates to the specific issue of multiplier, the current plan provides a 2% multiplier applied to total length of service. The Union's last offer of settlement seeks to increase that level to the MERS B-3 multiplier which is 2.25%. The Employer's position is the status quo.

The current retirement plan provides the opportunity for employees to retire at age 55 with 25 years of service. The 2% of final average compensation referred to as C-2, is payable until an employee attains the age at which unreduced social security benefits are available. At that point the benefit level reverts to the basic B-1 which is 1.7% of final average compensation. The employee of course will receive social security. The plan also provides a benefit E-2. There is an automatic 2.5% annual non-compounded benefit increased to persons and beneficiaries retired on or after the effective date of the benefit E-2 which was 11/8/83.

The evidence relating to this portion of the dispute is generally comprised of the specifics of the plans existing in the comparable communities. For instance, Allegan County has a 2% multiplier which is applied to total service. Kent County, as well as Muskegon County, is 2.25%. Kent County provides for retirement at age 60, while Muskegon and Allegan provide retirement at age 55 at 25 years of service, as does the current Ottawa provision. It is also noted that the evidence suggests that Kent County's figure of 2.25% multiplier applies only to sergeants and the lieutenants' multiplier is a straight 2%.

The internal comparables show that the current plan is very competitive with other plans existing within Ottawa County.

In analyzing this portion of the dispute, it should be kept in mind that the wage awards will have an impact on an employee's pension level. Realistically it may take some time for the effect to be noted, but nonetheless, an increase in salary increases the potential of a larger pension. Also, while the evidence has established that the plans in question are in essence overfunded and no current contributions are required, that can change depending upon the economic conditions. However, even if they change and Ottawa County is forced to make contributions, for the next several years those contributions will be below the designated plan level.

When analyzing contributions, it should be noted that Kent County requires an employee contribution. That's about 4.5% of annual salary. The Employer contributions in the counties are 10.5% for Allegan, 8.17% for Kent, 9.3% for Muskegon and 13.9% for Ottawa. However, as indicated, it must be kept in mind that these plans are now overfunded.

The evidence certainly suggests that perhaps in the future this issue may need to be revisited. However, at this point the evidence does not convince the panel that there should be any changes made in the current plan. As a result, the status quo must continue and, hence, the Employer's offer should be accepted.

AWARD

The panel orders that the Employer's last offer of settlement be adopted.

MARIO CHIESA
Neutral Chairperson

Union Delegate

Employer Delegate 11/4/92

evidence does not convince the panel that there should be any changes made in the current plan. As a result, the status quo must continue and, hence, the Employer's offer should be accepted.

AWARD

The panel orders that the Employer's last offer of settlement be adopted.

Mario Chiesa
MARIO CHIESA
Neutral Chairperson

Dissent
Union Delegate

Employer Delegate

HEALTH INSURANCE FOR RETIREES

The current provision for retiree health insurance is contained in Article XIII, specifically Section 13.7 of the Collective Bargaining Agreement. In general terms it provides retirees with a credit of $4.00 for each year of service to a maximum of $100.00 a month to be applied toward health coverage through the Employer for retiree and spouse. This coverage is up to the age of 65.

The Employer's last offer of settlement seeks the continuation of the status quo. The Union's position contains several changes. Some of them may not be changes because they may be a component of the current plan, although that's not really clear. For instance, the Union's final offer of settlement requires that the coverage to be provided is that which existed at the time of retirement or disability. The Employer will pay the full cost for the retiree and up to $100.00 per month for the spouse. Once eligible for Medicare, the Employer's liability should be limited to providing the filler.

The evidence establishes that in Allegan County employees who retire may continue coverage of their health insurance, but they are responsible for paying the entire premium. Kent County has a rather extensive provision which provides a maximum of $120.00 per month for payment to either a single subscriber or two-person Blue Cross Blue Shield coverage which is based upon $4.00 for each full year of continuous service the retiree had with the Employer. There are other provisions of the plan which eliminate the payments. For instance, if the employee receives a deferred pension, there are no payments. There are no payments if the employee after retirement is employed by another Employer who provides health care insurance, or if the retiree is covered under their spouse's plan. No payment will be made unless the retiree makes up the remaining portion of the premium. Further, the retiree must reside in Michigan. Muskegon provides health insurance benefits for the individual retiree. The retiree's dependents may also participate in the program, but they must pay the premium. The Employer will provide hospitalization and medical insurance for individual retirees who go from county employment immediately into retirement under the MERS plan.

In examining the evidence regarding the internal comparables, it is apparent that only the POAM deputy unit and the COAM unit have any retiree health insurance at all.

While obviously this is a very desirable and important benefit, the fact of the matter is that the state of the record does not convince the panel that the Union's last offer of settlement should be adopted at this time. One of the comparable communities does not provide any retiree coverage. Another provides coverage which is very similar to the coverage currently being provided in Ottawa and one provides what could be characterized as better coverage. However, that evidence is not enough to warrant the adoption of the Union's offer. The status quo shall continue.

AWARD

The panel orders that the Employer's last offer of settlement be adopted.

MARIO CHIESA
Neutral Chairperson

Union Delegate

Employer Delegate 11/4/92

AWARD

The panel orders that the Employer's last offer of settlement be adopted.

MARIO CHIESA
Neutral Chairperson

Dissent

Union Delegate

Employer Delegate

VACATION

In its last offer of settlement the Union has indicated that it is withdrawing this issue from consideration. The Employer's last offer of settlement was to continue the status quo. However, there is at least one very small change between the Employer's last offer of settlement and the status quo. I suspect the change was inadvertent. However, the Employer's last offer of settlement indicates that during the first year of service an employee will earn .0193 hours of paid vacation for paid hour of work. The language in the Collective Bargaining Agreement indicates that .01923 hours of paid vacation will be earned per paid hour of work. The difference is insignificant.

As a result, the status quo will continue, i.e., the Employer's position will be adopted.

AWARD

The panel orders that the Employer's last offer of settlement be adopted.

Mario Chiesa

MARIO CHIESA
Neutral Chairperson

Union Delegate

Robert Oosterbaan

Employer Delegate 11/4/92

VACATION

In its last offer of settlement the Union has indicated that it is withdrawing this issue from consideration. The Employer's last offer of settlement was to continue the status quo. However, there is at least one very small change between the Employer's last offer of settlement and the status quo. I suspect the change was inadvertent. However, the Employer's last offer of settlement indicates that during the first year of service an employee will earn .0193 hours of paid vacation for paid hour of work. The language in the Collective Bargaining Agreement indicates that .01923 hours of paid vacation will be earned per paid hour of work. The difference is insignificant.

As a result, the status quo will continue, i.e., the Employer's position will be adopted.

AWARD

The panel orders that the Employer's last offer of settlement be adopted.

MARIO CHIESA
Neutral Chairperson

Union Delegate

Employer Delegate

FINAL TOTAL AWARD

The panel orders that the total award in this matter shall be comprised of the awards contained herein, all TA's, and the language in the prior contract not allowed by the herein awards, TA's or other understandings of the parties.

Mario Chiesa
MARIO CHIESA
Neutral Chairperson

Union Delegate

Robert Dostatan
Employer Delegate 11/4/92

FINAL TOTAL AWARD

The panel orders that the total award in this matter shall be comprised of the awards contained herein, all TA's, and the language in the prior contract not allowed by the herein awards, TA's or other understandings of the parties.

MARIO CHIESA
Neutral Chairperson

Union Delegate

Employer Delegate

APPENDIX A

Ottawa County's Final Offer of Settlement
To
COAM
May 4, 1992

Issue: Vacations - County proposed current vacation schedule

ARTICLE 8 VACATIONS

Section 1. Vacation Schedule and Eligibility: Subject to the provisions of this Article, regular full-time employees shall earn vacations with pay, in accordance with the following schedule, based on the employee's paid hours of work during the preceding vacation year (anniversary date to anniversary date). As used in this Section, the term "paid hour of work" shall include all of an employee's paid hours, up to but not exceeding 2,080 paid hours per vacation year:

Year of Service	Rate of Earning
During first (1st) year	.0193 hours of paid vacation earned per paid hour of work (1 week for full-time)
During second (2nd) through fourth (4th) years	.03847 hours of paid vacation earned per paid hour of work (2 weeks for full-time)
During fifth (5th) through ninth (9th) years	.05770 hours of paid vacation earned per paid hour of work (3 weeks for full-time)
During tenth (10th) year	.06154 hours of paid vacation earned per paid hour of work (3 weeks + 1 day for full-time)
During eleventh (11th) year	.06539 hours of paid vacation earned per paid hour of work (3 weeks + 2 days for full-time)
During twelfth (12th) year	.06923 hours of paid vacation earned per paid hour of work (3 weeks + 3 days for full-time)
During thirteenth (13th) year	.07308 hours of paid vacation earned per paid hour of work (3 weeks + 4 days for full-time)
During fourteenth (14th)	.07693 hours of paid vacation earned per paid hour of work (4 weeks for full-time)

Paid vacations will be rounded to the nearest whole hour. An employee who earned paid vacation (in accordance with the above schedule) during one vacation year will be eligible to take such paid vacation during his next vacation year.

ISSUE: RETIREMENT PLAN - COUNTY PROPOSED CURRENT RETIREMENT PLAN

ARTICLE 15 Retirement

Section 1. The Employer will continue to make its required contribution for all employees in accordance with the provisions of the Municipal Employees Retirement System (MERS) C-2 Plan with B-1 base. In addition, an F-55 Waiver (after 25 years service) and the E-2 Benefit is part of the retirement plan.

Section 2. Employees will also make their required contribution to the system as required by law.

Section 3. Retirement shall be mandatory at age 62. Upon retirement, payment of accumulated cash benefits from the Employer, such as compensatory time, vacation time and sick days, will be spread over 2 calendar years if requested by the employee.

ISSUE: RETIREE HEALTH INSURANCE - COUNTY PROPOSES CURRENT RETIREE HEALTH INSURANCE PAYMENT

ARTICLE 13 Insurance

Section 7. Retiree Health Insurance. Employer will credit retiree $4 for each year of service with Employer up to a maximum of $100/month for applying toward Health Coverage through the Employer for retiree and spouse up until age sixty-five (65), (e.g. 22 year service X $4 = $88/month credit).

ISSUE: WAGES FOR SERGEANTS IN 1991 - COUNTY PROPOSES A FOUR PERCENT (4%) INCREASE OVER 1990 SALARY SCHEDULE ROLLED INTO BASE EFFECTIVE 1/1/91

APPENDIX "A"
COMMAND OFFICERS' SALARY SCHEDULE
SERGEANT

	A (START)	B 1 YEAR	C 2 YEAR	D 3 YEAR	E 5 YEAR
1-1-91					
Annual	25,714	35,142	36,284	37,205	37,667
Bi-weekly	989.01	1,351.62	1,395.54	1,430.97	1,448.74
Hourly	12.3626	16.8952	17.4443	17.8871	18.1092

ISSUE: WAGES FOR SERGEANTS IN 1991 - COUNTY PROPOSES A FOUR PERCENT (4%) INCREASE OVER 1990 SALARY SCHEDULE ROLLED INTO BASE EFFECTIVE 1/1/91

	A (START)	B 1 YEAR	C 2 YEAR	D 3 YEAR	E 5 YEAR
1-1-92					
Annual	26,743	36,548	37,735	38,693	39,174
Bi-weekly	1,028.58	1,405.70	1,451.35	1,488.20	1,506.70
Hourly	12.8573	17.5712	18.1419	18.6025	18.8337

APPENDIX "A"
COMMAND OFFICERS' SALARY SCHEDULE

ISSUE: WAGES FOR LIEUTENANT IN 1991 - COUNTY PROPOSED A FOUR PERCENT (4%) INCREASE OVER 1990 SALARY SCHEDULE ROLLED INTO BASE EFFECTIVE 1/1/91

<u>LIEUTENANT</u>

	A (START)	B 1 YEAR	C 2 YEAR	D 3 YEAR	E 5 YEAR
1-1-91					
Annual	26,883	36,738	37,932	38,896	39,379
Bi-weekly	1,033.97	1,413.01	1,458.93	1,496.01	1,514.58
Hourly	12.9246	17.6625	18.2366	18.7000	18.9323

ISSUE: WAGES FOR LIEUTENANT IN 1992 - COUNTY PROPOSED A FOUR PERCENT (4%) INCREASE OVER 1991 SALARY SCHEDULE ROLLED INTO BASE EFFECTIVE 1/1/92

1-1-92					
Annual	27,958	38,208	39,449	40,452	40,954
Bi-weekly	1,075.33	1,469.54	1,517.28	1,555.85	1,575.16
Hourly	13.4416	18.3693	18.9660	19.4481	19.6895

Remove part of Article 14, Section 1 as follows:
1-1-89: Sergeants equal to one hundred and ten percent (110%) of the Road Patrol Deputy Salary. Lieutenants equal to one hundred and fifteen percent (115%) of the Road Patrol Deputy Salary.

1-1-90: A minimum of four percent (4%) above the 1989 base salary or Sergeant's pay one hundred and ten percent (110%) of the Road Patrol Deputy Salary. Lieutenants equal to one hundred and fifteen percent (115%) of the Road Patrol Deputy Salary whichever is greater.
A:\COAM.592

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

BEFORE: MARIO CHIESA, IMPARTIAL CHAIRMAN

COUNTY OF OTTAWA

- and -

MERC Case No: G91 B-0035

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

UNION'S FINAL OFFER
OF SETTLEMENT

Command Officers Association
of Michigan
Suite 103
28815 W. Eight Mile Road
Livonia, Michigan 48152
(313) 476-3355

Arbitration Issues

Economic Issues

Union

1. Wages - Two year package for Sergeants
2. Wages - Two year package for Lieutenants
3. Pension - Multiplier
4. Health Insurance for Retirees
5. Vacation

Union Economic Issue #1

Wages - Two Year Package for Sergeants

PRESENT:

APPENDIX "A"

COMMAND OFFICERS' SALARY SCHEDULE

SERGEANT

	A (start)	B (1 yr.)	C (2 yrs.)	D (3 yrs.)	E (5 yrs.)
1-1-89					
Annual	23,774	32,490	33,546	34,398	34,825
Bi-weekly	914.40	1,249.60	1,290.21	1,323.00	1,339.42
Hourly	11.4299	15.6200	16.1278	16.5376	16.7428

LIEUTENANT

1-1-89					
Annual	24,855	33,966	35,070	35,962	36,408
Bi-weekly	955.96	1,306.40	1,348.86	1,383.14	1,400.30
Hourly	11.9495	16.3300	16.8608	17.2893	17.5038

The wages for 1989 contemplate a wage for

a) Sergeant equal to one hundred and ten percent (110%) of Road Patrol Deputy.

b) Lieutenant equal to one hundred and fifteen percent (115%) of Road Patrol Deputy.

Effective 1/1/90: A minimum of 4% above the 1989 base salary or Sergeant's pay 110% of the Road Patrol Deputy salary and Lieutenant's pay 115% of the Road Patrol Deputy salary, whichever is greater.

[THIS PROVISION TRANSLATES TO THE WAGES SHOWN BELOW]

SERGEANT

	A (start)	B (1 yr.)	C (2 yrs.)	D (3 yrs.)	E (5 yrs.)
1-1-90					
Annual	24,725	33,790	34,888	35,774	36,218

LIEUTENANT

1-1-90					
Annual	25,849	35,325	36,473	37,400	37,864

UNION'S FINAL OFFER OF SETTLEMENT:

APPENDIX "A"

COMMAND OFFICERS' SALARY SCHEDULE

SERGEANT

	A (start)	B (1 yr.)	C (2 yrs.)	D (3 yrs.)	E (5 yrs.)
1-1-91 Annual	25,961	35,480	36,632	37,563	38,029
[Represents 5% across-the-board increase]					
1-1-92 Annual	27,000	36,899	38,097	39,065	39,550
[Represents 4% across-the-board increase]					

Wages to be retroactive to January 1, 1991.

Union Economic Issue #2

Wages - Two Year Package for Lieutenants

PRESENT:

APPENDIX "A"

COMMAND OFFICERS' SALARY SCHEDULE

SERGEANT

	A (start)	B (1 yr.)	C (2 yrs.)	D (3 yrs.)	E (5 yrs.)
1-1-89					
Annual	23,774	32,490	33,546	34,398	34,825
Bi-weekly	914.40	1,249.60	1,290.21	1,323.00	1,339.42
Hourly	11.4299	15.6200	16.1278	16.5376	16.7428

LIEUTENANT

1-1-89					
Annual	24,855	33,966	35,070	35,962	36,408
Bi-weekly	955.96	1,306.40	1,348.86	1,383.14	1,400.30
Hourly	11.9495	16.3300	16.8608	17.2893	17.5038

The wages for 1989 contemplate a wage for

a) Sergeant equal to one hundred and ten percent (110%) of Road Patrol Deputy.

b) Lieutenant equal to one hundred and fifteen percent (115%) of Road Patrol Deputy.

Effective 1/1/90: A minimum of 4% above the 1989 base salary or Sergeant's pay 110% of the Road Patrol Deputy salary and Lieutenant's pay 115% of the Road Patrol Deputy salary, whichever is greater.

[THIS PROVISION TRANSLATES TO THE WAGES SHOWN BELOW]

SERGEANT

	A (start)	B (1 yr.)	C (2 yrs.)	D (3 yrs.)	E (5 yrs.)
1-1-90					
Annual	24,725	33,790	34,888	35,774	36,218

LIEUTENANT

1-1-90					
Annual	25,849	35,325	36,473	37,400	37,864

UNION'S FINAL OFFER OF SETTLEMENT:

APPENDIX "A"

COMMAND OFFICERS' SALARY SCHEDULE

LIEUTENANT

	A (start)	B (1 yr.)	C (2 yrs.)	D (3 yrs.)	E (5 yrs.)
1-1-91 Annual	38,434	38,858	40,120	41,140	41,650

[Represents 10% across-the-board increase]

	A (start)	B (1 yr.)	C (2 yrs.)	D (3 yrs.)	E (5 yrs.)
1-1-92 Annual	29,571	40,412	41,725	42,786	43,316

[Represents 4% across-the-board increase]

Wages to be retroactive to January 1, 1991.

Union Economic Issue #3

Pension - Multiplier

PRESENT:

ARTICLE 15
RETIREMENT

15.1: The Employer will continue to make its required contribution for all employees to the C-1 Retirement System in accordance with provision of the law.

The retirement plan shall be changed to the Municipal Employees Retirement System (MERS) C-2 Plan with B-1 base. In addition, a 47-F Waiver (after 25 years of service) and the E-2 Benefit will be added to the retirement plan.

15.2: Employees will also make their required contribution to the system as required by law.

15.3: Retirement shall be mandatory at age 62. Upon retirement, payment of accumulated cash benefits from the Employer, such as compensatory time, vacation time and sick days, will be spread over 2 calendar years if requested by the employee.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE 15
RETIREMENT

15.1: The Employer will continue to make its required contribution for all employees to the Municipal Employees Retirement System (MERS) C-2 Plan with B-1 base, 47-F Waiver (after 25 years of service) and the E-2 Benefit.

Effective December 31, 1992 the MERS B-3 multiplier (2.25%) shall be provided at no cost to all bargaining unit members.

15.2: Employees will also make any required contributions to the system as required by law.

15.3: Retirement shall be mandatory at age 62. Upon retirement, payment of accumulated cash benefits from the Employer, such as compensatory time, vacation time and sick days, will be spread over 2 calendar years if requested by the employee.

Pension - Multiplier to be effective December 31, 1992.

Union Economic Issue #4

Health Insurance for Retirees

PRESENT:

ARTICLE 13
INSURANCE

13.7: Retiree Health Insurance. Employer will credit retiree $4 for each year of service with Employer up to a maximum of $100/month for applying toward Health Coverage through the Employer for retiree and spouse up until age sixty-five (65), (e.g. 22 year service x $4 = $88/month credit).

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE 13
INSURANCE

13.7: Retiree Health Insurance. The Employer shall provide health insurance, pursuant to the following limitations, to bargaining unit members who retire under the provisions of the Michigan Municipal Employees Retirement System (MERS).

A. The retiree meets the MERS age and service requirements or is totally disabled.

B. The coverage shall be equal to the coverage in effect at the time of retirement or disability.

C. The Employer shall pay full cost for the retiree. If spouse coverage is elected, the maximum contribution by the retiree towards the spouse's coverage shall be one hundred dollars ($100) per month. The Employer will pay any amount in excess.

D. At any time that the retiree and/or spouse is eligible for Medicare, the liability of the Employer shall be limited to providing the Medicare filler only. The Medicare filler shall be defined as the amount of coverage necessary to fill the difference between Medicare coverage and the level of coverage described in Paragraph B above.

Health Insurance for Retirees to be effective December 31, 1992.

Union Economic Issue #5

Vacation

UNION'S FINAL OFFER OF SETTLEMENT:

The Union withdraws this issue from consideration by the Panel. Therefore, the status quo shall prevail.

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

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

William Birdseye
Advocate

Ann Maurer
Labor Economist

Dated: May 4, 1992