

1727

8/92  
Ark.

STATE OF MICHIGAN  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION TRIBUNAL

IN THE MATTER OF ARBITRATION BETWEEN:

COUNTY OF SAGINAW, and  
JAMES L. KELLY,  
SAGINAW COUNTY SHERIFF

Joint Employers,

- and -

POLICE OFFICERS ASSOCIATION OF MICHIGAN,  
  
Union,

Act 312 of 1989  
MERC Case No. L91B-0008  
Arbitration Panel:  
~~Henry J. Sefcovic~~,  
Peter C. Jensen, and  
William F. Birdseye

ACT 312 ARBITRATION PANEL'S OPINION AND AWARD

Appearances:

For the Union:

William F. Birdseye, Business Agent  
Police Officers Association of Michigan  
28815 West Eight Mile Road  
Livonia, Michigan 48152

For the Employers:

Peter C. Jensen, Esq.  
Jensen, Smith & Gilbert, P.C.  
721 S. Michigan Avenue  
Saginaw, Michigan 48602

STATE OF MICHIGAN  
BUREAU OF GOVERNMENT RELATIONS  
DETROIT OFFICE

92 SEP 23 AM 9 25

RECEIVED

*Saginaw County*

## INDEX

	Page
Index of Cases and Authorities Cited . . . . .	2
I. Preface . . . . .	3 - 4
II. Introduction . . . . .	5
III. Wages . . . . .	6
A. Last Offers . . . . .	6 - 7
B. Discussion . . . . .	8
C. Decision . . . . .	20

INDEX TO CASES AND AUTHORITIES CITED

<u>CASES</u>	<u>PAGES</u>
<u>Cleland v Alseme</u> , 425 Mich 204, 388 NW 2d 23 (1986)	3
<u>Capital City Lodge #141, FOP v Meridian Township</u> , 90 Mich App 533 (1979), lv den	3
<u>City of Detroit v Detroit Police Officers Association</u> , (1980) 294 N.W. 2nd 68 408 Mich 410	9
<u>Judges of the 74th Judicial District v Bay County</u> 385 Mich 710 - 101 S. Ct. 1337, 450 U.S. 903, 67 L.Ed. 2nd 326.	12
 <u>STATUTES</u>	
406 Mich 961 (1979)	3
MCLA 423.321	3
MCLA 423.239 (a)(b)(d)(e)(f)(g)(h)	5, 8, 9, 10, 11, 15, 17, 18, & 19
MSA 17.455 (31)	3

I.

PREFACE

This matter arises pursuant to a Petition filed with the Michigan Employment Relations Commission which is 1969 P.A. 312, as amended being MCLA 423.231, et seq: MSA 17.455 (31), et seq. The Petitioner is the Police Officers Association of Michigan (hereinafter referred to as the "Union"), which represents certain Employees within the Saginaw County Sheriffs Department. The Joint Employers<sup>1</sup> are Saginaw County and the Saginaw County Sheriff, James L. Kelly (hereinafter referred to as the "Employers" or the "County").

The impartial arbitrator was selected to chair the arbitration panel. The Union and Employer delegates are Mr. William F. Birdseye and Peter C. Jensen, respectively.

At an initial prehearing conference held on October 25, 1991, it was agreed the following issues were to be arbitrated:

Union's Economic Issues

1. Disability Leave - Personal Days;
2. Disability Pay;
3. Longevity Pay;
4. Health Insurance - Continuation During Disability;
5. Pension - Normal Retirement;
6. Pension - Multiplier;
7. Pension - Escalator;
8. Wages;
9. Shift Differential, and
10. Optical Coverage.

---

<sup>1</sup>Under Michigan Law, the County Sheriff and the County Board of Commissioners, being the Legislative Body of the County, serve as co-employers for the employees within the Sheriffs Department, including those represented by the POAM herein. Cleland v. Alseme, 425 Mich 204, 388 NW2d 23 (1986); Capitall City Lodge #141, FOP v Meridian Township, 90 Mich App 533 (1979), lv den, 406 Mich 961 (1979).

Union Issues: Noneconomic

1. Vacation Scheduling.

Employers Issues: All Noneconomic

1. Physical Fitness Testing;
2. Sheriffs Advisory (Grievance);
3. Residency, and
4. Part Time Employment Outside of the Sheriffs Department.

Besides the Pre-hearing conference, a one day hearing was held on February 19, 1992. At this hearing, the parties stipulated that all of the issues before the Arbitration Panel had been settled (agreed upon) by the parties, except for wages. The parties also stipulated as to the comparable communities. Currently, this unit includes Road Deputies, Correctional Officers, License Practical Nurses, and Courthouse Security Personnel. The issue as to whether all of these positions are covered by 312 Arbitration has been litigated and an opinion from MERC is expected soon. The parties also stipulated that they wish the Arbitrator to make a determination on all of the positions, and they will deal with it until MERC renders it's opinion.

On April 15, 1992, the first conference of the Arbitration Panel was held. A second Arbitration Panel Conference was held on August 25, 1992, at which time the rough draft and Award was clarified.

## II.

### INTRODUCTION

This case has two unusual features. The first is that another case, The Saginaw County Sheriffs Department Command Officers, which is an almost mirror image case was just tried with the result that the County had an inability to pay. The second unusual feature of this case was that the only issue vigorously arbitrated was the County's ability to pay. The easy road for this Arbitrator would be to say that the economy in Saginaw County has not substantially improved since the Command Officers case and therefore the Arbitrator's findings and Award in the Command Officers Case is adopted in this case. Unfortunately, for you the readers, this Arbitrator believes that the harder road may be more enlightening to the parties. Luckily, since the parties stipulated to so much you will not have to read through pages of discussion on comparable communities. Because of these two unusual features, this opinion will spend more time distinguishing itself from the Command Officers opinion, and will spend less time speaking of the factors considered in M.C.L.A. 423.239(a)(b)(d)(e)(f)(g)(h).

### III.

#### WAGES

##### A. Last Offers

The following is the Arbitrator's Summary of the parties last offers.

Basically, the Employers last best Offer is 3%, 3%, and 3%, (a total of 9%) except for Courthouse Security which is 4%, 4%, and 4% (a total of 12%). The Unions last best offer is 5.22%, 7.067%, and 5.266% (a total of 17.546%) for all positions except Courthouse Security which the Union would pay the same as a Road Deputy.

#### EXPIRED CONTRACT

		<u>ROAD DEPUTY</u>	<u>CORRECTIONAL OFFICER</u>	<u>LPN</u>	<u>COURTHOUSE SECURITY</u>
JAN 1, 1990	ENTRY	24061	22623	21338	19124
	TOP	28924	26244	24959	22479
JULY 1, 1990	ENTRY	24061	23075	21765	
	TOP	28924	26769	25458	

#### EMPLOYERS' LAST BEST OFFER

		<u>ROAD DEPUTY</u>	<u>CORRECTIONAL OFFICER</u>	<u>LPN</u>	<u>COURTHOUSE SECURITY</u>
1991 Percent Increase		3%	3%	3%	4%
1991 ENTRY		24783	23767	22418	19889
	TOP	29792	27572	26222	23378
1992 Percent Increase		3%	3%	3%	4%
1992 ENTRY		25526	24480	23090	20685
	TOP	30685	28399	27008	24313
1993 Percent Increase		3%	3%	3%	4%
1993 ENTRY		26292	25215	23783	21512
	TOP	31606	29251	27819	25286

# UNION'S LAST BEST OFFER

	ROAD DEPUTY	CORRECT OFFICER	LPN	COURTHOUSE SECURITY
1991 Percent Increase	5.22%	5.22%	5.22%	*
1991 ENTRY	25317	24280	22901	25137
TOP	30434	28166	26787	30434
1992 Percent Increase	7.067%	7.067%	7.067%	*
1992 ENTRY	27106	25996	24519	27106
TOP	32588	30156	28680	32585
1993 Percent Increase	5.226%	5.226%	5.226%	*
1993 ENTRY	28533	27365	25810	28533
TOP	34301	31744	30190	34301

\*Not available in final last offer.



## B. Discussion

It is the charge of this Arbitration Panel to select one of the two last best offers, based upon the applicable factors under Section 9 of the Act, M.C.L.A. 423.239. Section 9 reads as follows, "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 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".

While little evidence was presented in this case, other than the County's ability to pay, and whether Courthouse Security Officers should be treated as Road Deputies. The Impartial Arbitrator feels that it is necessary to consider all of the factors listed in Section 9 of the Act. He bases that opinion City of Detroit vs. Detroit Police Officers Association, (1980) 294 N.W. 2nd 68 408 Mich 410 appeal dismissed 101 S. Ct. 1337, 450 U.S. 903, 67 L.Ed. 2nd 326. In that case, the Court held that the obligation of compulsory interest arbitration panel to consider the eight statutorially enumerated factors in resolving a collective bargaining agreement between the City and it's employees applies even when the parties fail to introduce evidence on the applicable factors. A reading of this case also leads the Impartial Arbitrator to the opinion that all of the factors are to be considered and not just the one that was mainly discussed in the hearing.

The following discussion will be an attempt to summarize the eight factors or Sections of M.C.L.A. 423.239 which the panel is considering as the basis for it's findings and opinions. Factor A, "The lawful authority of the employer", was

not in controversy here and is readily agreeable that the Joint Employer has the lawful authority here, as may be determined in the future by Administrative Law Judge, James Kurtz, per the hearing held in May or June 1991, and the other issues that were agreed upon by the parties.

Section 9 (b) of the Act provides that the basis for findings, comments, opinions and orders of the panel is "stipulations of the parties". The parties stipulated to the comparable communities and to most of the other seven factors other than section (9) (c), "The financial ability of Saginaw County." Such stipulations are found in the transcript of the hearing. The third factor of Section 9, (c) lays out two factors to be considered by this panel. One, the interest in welfare of the public, and two, the financial ability of the unit of government to meet those costs. While the record would not show a stipulation that it was in the interest and welfare of the public to hire more officers and fund those officers at a rate they request, it certainly is clear from the reading of the totality of the record. If the Chairman were to summarize the inability argument of the controller for the County, it would be that the County Board of Commissioners wanted to fund everything, and had difficulty in not funding those items which it could not afford to fund.

At the hearing, it was the position of the controller and assistant controller that if this panel granted raises above 3% per annum, their recommendation to the Board of Commissioners would be to lay off the number of union members necessary to fund the extra increase. It was both of their testimonies, on cross

examination, that the County Board of Commissioners had other options. These other options include such methods as early retirement buyouts, lay offs in other areas, and other types of cuts. It was the Union's position that such other alternatives such as early buyouts, such as replacing high seniority (expensive employees with newer less expensive employees) while it is not necessarily good for the department certainly it would not be devastating to the welfare of the public as layoffs, or reduction of the total number of officers.

The second half of the third factor is, the financial ability of Saginaw County to meet the increased cost that may be provided for in this arbitration. Again, it must be brought to mind that the County's position throughout the hearing is that it did have the financial ability to meet a 3%, 3%, 3% cost, but not anything above that. At this point the findings and opinions of the arbitration of the Supervisory Unit of this Sheriffs Department are fresh and in the large part germane. Samuel S. Shaw the impartial arbitrator in that case adopted the County's basic position as the basis for his determination that the County did not have the ability to pay. Mr. Shaw stated, "In essence, it was the County's basic position that as alternative means of financing "millages and bonding" are not available, any increase over the County's last best offer could only be affected by reduced services through layoffs. The County claimed "that it is at the end of its economic rope."

"The County also asserted that moreover, its last best offers were "equal to the economic packages presented to both

police and non-police employees." Thus, the County is attempting to treat the bargaining unit members with the same economic advantage which are enjoyed by other county employees."

The Union does not dispute the fact that the County cannot raise a millage or bonding to increase the funding for the Sheriffs Department, but disagrees with the assumption that, "The County is at the end of it's economic rope," and that it is the position of legislative bodies everywhere to spend, spend, spend, and never cut. That is in essence what has historically happened to Saginaw County. It developed what the controller called a structural deficit. In 1988, it began to realize the structural deficit and to begin to make reductions. In a series of cases beginning with Judges of the 74th Judicial District v. Bay County 385 Mich 710 and the cases that followed it, a County budgeting rule was developed. This rule in essence says that certain functions of County Government are statutorially or constitutionally mandated and must be funded at a serviceable level before other functions can be funded at all. These other functions can be funded if they are authorized by statute, but they need not be funded at all. It was put on the record by both the controller and the assistant controller that the County had more than enough money to fund all of it's mandated services, plus it could fund all of those services that it called, "maintenance of effort" services. (A maintenance of effort basis would be one where some other entity, the State or Federal Government would provide most of the money if the County would provide a small portion of the money to maintain a certain level of services). Plus, it

would fund some non-mandated services. In essence, the Union's argument is that the Board of Commissioners can fund what it has to fund, but when it comes to picking the extras the Board of Commissioners wants to fund everything and cannot without making some cuts somewhere. That may be in the Road Patrol which would be a detriment to the welfare of the public, or it may be somewhere else, which may or may not be a benefit to the County. One really cannot tell from the evidence presented, but that the County will minimize the effect on the welfare of the public as best it can.

The Union's argument in relation to the County's 3%, 3%, and 3%, is that the Sheriff's Department Employees and it's members are entitled to a living wage, and should not be forced to give up part of their wages because the County Board of Commissioners is unable to make the decisions as to what non-mandated services they wish to cut. They hold this position even though they realize that some of those non-mandated positions may be among their membership.

This Chairperson reluctantly accepts the Union's position. He feels that it would be unfair to have a municipal employee pay their fair share of taxes to fund the County and to fund the County through cuts in their own pay. He especially feels this position when there is enough money to fund, some, non-mandated services. Certainly, the Chairperson would have felt differently if the record disclosed that the following programs had been eliminated in 1988, the following programs were eliminated in 1989, the following cuts would have been made,

etc., so that there was nothing left in the County budget, but "meat and bones." The Chairperson also noted that since the last contract was approved, a 5 mil increase dedicated to law enforcement was voted in by the people and dedicated by the people and dedicated to law enforcement. This represents approximately a 16% to 20% increase in the revenues to the Sheriffs Department. It is also interesting to note that this additional fixed millage increase was collected in December, 1990, and the contract which we are arbitrating starts January 1, 1991, less than one month after this extra increase. The Chairperson believes that if the County could fund this service in November and December, the County could probably fund the Sheriff's Department in January with that 16% increase.

The Chairperson was also impressed with the Union's argument that one of the problems here was an inability of the County Board of Commissioners to deal with it's budget. Since 1988, it was spending more than it was taking in. Now, in 1992, it wants this unit to pay for their inability to act. The Union phrased this argument as, "This sort of reminds me of someone who demands mercy because they are an orphan after they have killed their parents". The Chairperson does not know if he can go as far as the Union, but certainly believes that there is some self created hardship here by the County. This factor, he feels, compounds the County's problem as still having money left to fund all mandated services, and some non-mandated services. (The County Board has a history of not making the tough decisions).

The Union's last argument regarding the County's inability to pay argument is that if they were truly an inability to pay, it would not be offering to pay 3% to this unit and other units, but would be asking for concessions, or have offered and settled for zero with other units.

Unlike Chairperson, Shaw, this Chairperson believes that money is very tight in Saginaw County, but there is an ability to fund mandated services at a serviceable level, and to fund some non-mandated services. The funding of non-mandated services could be at the rates suggested by the Employer and may be at the rate requested by the Union, but this may require use of the fund balances, layoffs, early retirements, etc. (The other options that the County staff spoke of.

Part (D) of Section 9 of the act, provides that this panel consider a "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."

The comparable communities were agreed upon by the parties as Saginaw, Bay, Berrien, Calhoun, Ingham, Jackson, Kalamazoo, and Livingston Counties. Its interesting to note, that when the Union summarizes comparable wages, it uses the top of the step, whereas the Employer uses the entry level of the step salaries of the comparable counties. An initial brush of the Impartial Arbitrator is that Saginaw County appears to be behind the other Counties on the top end and ahead on the entry



level positions. At this point, it is interesting to note that no comparables were supplied Courthouse Security positions. This is probably because such a job classification or job title does not exist in most of the other Counties. If one were to total a top wage rate of all twelve comparable Counties for the Deputies for 1990, and then divide by twelve, one would get an average income for 1990 of \$30,986.00 for the average top level. From the data presented at the hearing, it appears that at the top step, the Deputies in Saginaw County were paid less than average and above the average at the entry level.

It is the argument of the Union that during the life of the previous contract, the average compensation of a top step Deputy in the comparable Counties increased by 12.11%, whereas their members wages only increased 5.06% for that period and therefore, it would take a 7% increase to just reinstate the Saginaw County Deputies to the position where they were at on January 1, 1988.

It is the Employers position that the comparable counties wages should be weighed in favor of state equalized per value per person per comparable county. The Employer's argument here is that it does not have the ability to pay as well as the other comparable counties because of its financial position and economic base. The Impartial Arbitrator is not impressed with a comparison of SEV's per capita without additional information. The SEV per capita alone appears to have little merit in determining what communities are comparable. SEV per capita, tax rates, dedicated millage for law enforcement, whether a fixed

millage or a millage rate set on an annual basis, together with other factors (usually less important) are all equally important in determining a county's financial position and economic base. The tax rate fixed or fluctuating rates per the Board of Review, or other factors were not presented in this case. Therefore, a comparison of SEV's per capita alone shows little and may in fact be misleading. Another reason why the Impartial Arbitrator is not impressed with the Employer's comparison with SEV's per capita is that the SEV's per capita of the twelve counties varies substantially.

If one were to take the average of the January 1, 1991 top step level of Deputies in the comparable counties with a contract, that salary would be \$31,944.00 and \$33,302.00 for January 1, 1992. Both of those averages are substantially below the Union's or County's 1991 or 1992 request.

Part "E" of Section 9 of the act is the average consumer prices for goods and services commonly known as the cost of living. The Management's exhibits and testimony also seemed to indicate that inflation is not only eaten away the Union's members salaries, but has exceeded it's ability to tax, and is shrinking it's revenues in real dollar terms. The Union argument is that if one were to compare their members wage increases during the life of the expired contract, they would need an increase of 11.4% to bring them to \$32,200.00 in December 31, 1990, to have just stayed even with the rate of inflation.

The sixth factor Part "F" of Section 9 of the act is the overall compensation presently received by the employees

including direct wage compensation, vacations, holiday and other excused time, insurances and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received. The Panel was not presented with any evidence relative to this factor other than wages, and the fact that employment of the union members is per the employer not secure because there may be layoffs. As far as the compensation issue, this could be viewed from two perspectives. One, that the other employees in the County have accepted 3%, 3%, and 3%, whereas if one were to look at the wages in the comparable communities, one could well determine that these employees of Saginaw County Sheriffs Department are underpaid and below the comparable counties for similar jobs.

The seventh factor referred to in section 9 of the act is, "Changes in any of the foregoing circumstances during the pendency of the Arbitration hearings." The Arbitration Panel is aware of no such changes.

The eighth and last factor to be considered under Section 9 of the act by the Panel is, "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 to voluntary collective bargaining, mediation, fact finding, arbitration, or otherwise between the parties, in public service or private employment".

In review of the evidence, it is clear to the impartial arbitrator the panel that most other comparable jurisdictions have a substantially lower starting wage than Saginaw County. It

has been a common practice in negotiations to create a lower starting wage. This has the effect of reducing the cost of labor for the Employer without harming any of the existing Employees. This may never have occurred in Saginaw County Sheriff's Department.

In the last contract period, a new position of Courthouse Security was created. (This position was paid at a below of Deputy position by the County, and the Impartial Arbitrator assumes with the concurrence of the Union). This position, it appears, may have served that function for the Employer in this case.

Factor eight also talks about other arbitrations between the parties. The Shaw arbitration basically held that the County could not afford any wage above 3% per year. This Impartial Arbitrator is basing his opinion on all eight of the factors and while he concurs that money may be tight, he believes the that cuts do not necessarily have to occur in the Sheriff's Department. That decision is up to the County Board of Commissioners. There was no shortage of money to fund this service and there was no showing that the County had been cut to the bone, so that other cuts would in effect cripple the County.


C. Decision

The final last offers to the two parties are attached hereto as Exhibits 1 and 2. The impartial arbitrator finds that:

- (1) The County does have an ability to pay;
- (2) The entry level wages of this unit per the comparable wages and the other eight factors set out in M.C.L.A. 423.239 are high and therefore accepts the final last offer of 4%, 4%, and 4% offered by the County for Courthouse Security for the three years of this contract, and
- (3) That the top end of the wage scale for the rest of the workforce of this unit per the comparable wages and other eight factors set out in M.C.L.A. 423.259 are low, and therefore accepts the final last offer of the Union for the years of 1991 which is 5.22%, and 1992 which is 7.06%, and accepts the final last offer of the employer for 1993 which was 3%.

These increases will result in an approximate 12% increase for the Courthouse Security position spread out over the three years of this contract and an increase of approximately 15.28 (i.e. 5.22% plus 7.065%, plus 3%) for the other employees spread across the three year period of this contract.

Dated: August 26, 1992

  
HENRY J. SEFTOVIC,  
Impartial Arbitrator

STATE OF MICHIGAN  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION TRIBUNAL

IN THE MATTER OF ARBITRATION BETWEEN:

COUNTY OF SAGINAW, and  
JAMES L. KELLY,  
SAGINAW COUNTY SHERIFF

Joint Employers,

- and -

POLICE OFFICERS ASSOCIATION OF MICHIGAN,

Union,

---

Act 312 of 1989  
MERC Case No. L91B-0008  
Arbitration Panel:  
Henry J. Sefcovic,  
Peter C. Jensen, and  
William F. Birdseye

ACT 312 ARBITRATION PANEL'S OPINION AND AWARD

Saginaw County and the Saginaw County Sheriff concur for the wages of the Courthouse Security position for the years 1991, 1992, and 1993, and also concurs for the wages of the Road Deputy position for the year 1993, and dissents as to the rest of this decision.

Dated: August 31, 1992

  
\_\_\_\_\_  
PETER C. JENSEN  
Employer Representative

STATE OF MICHIGAN  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION TRIBUNAL

IN THE MATTER OF ARBITRATION BETWEEN:

COUNTY OF SAGINAW, and  
JAMES L. KELLY,  
SAGINAW COUNTY SHERIFF

Joint Employers,

- and -

POLICE OFFICERS ASSOCIATION OF MICHIGAN,  
Union,

---

Act 312 of 1989  
MERC Case No. L91B-0008  
Arbitration Panel:  
Henry J. Sefcovic,  
Peter C. Jensen, and  
William F. Birdseye

ACT 312 ARBITRATION PANEL'S OPINION AND AWARD

This Panel member concurs for the wages of the Road Deputy, Correctional Officer and LPN positions for the years of 1991 and 1992, and dissents as to the rest of this decision.

Dated: August 2, 1992

---

WILLIAM F. BIRDSEYE  
Union Representative

COUNTY'S LAST BEST OFFER

POAM - UNIT I

EXISTING CONTRACT:

	<u>ROAD DEPUTY</u>	<u>CORRECT. OFFICER</u>	<u>LPN</u>	<u>COURTHOUSE SECURITY</u>
JAN 1, 1990 ENTRY	24061	22623	21338	19124
TOP	28924	26244	24959	22479
JULY 1, 1990 ENTRY	24061	23075	21765	
TOP	28924	26769	25458	

PROPOSED NEW CONTRACT:

	<u>LAST BEST</u>				
	1991	3%	3%	3%	4%
1991 ENTRY		24783	23767	22418	19889
TOP		29792	27572	26222	23378
	1992	3%	3%	3%	4%
1992 ENTRY		25526	24480	23090	20685
TOP		30685	28399	27008	24313
	1993	3%	3%	3%	4%
1993 ENTRY		26292	25215	23783	21512
TOP		31606	29251	27819	25286



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

BEFORE: HENRY J. SEFCOVIC, IMPARTIAL CHAIRMAN

COUNTY OF SAGINAW

- and -

MERC Case No: L91 B-0008

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

UNION'S FINAL OFFER  
OF SETTLEMENT

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

SUMMARY EXPLANATION OF UNION  
FINAL OFFER OF SETTLEMENT

The parties have stipulated to a three-year contract term commencing January 1, 1991 through and including December 31, 1993. The issue of wages is the last remaining area of dispute and shall be determined by the Impartial Chairman and his Panel Delegates. Accordingly, the parties shall make final offers of settlement for each of the four employee classifications for each year of the contract.

A comparison of the parties' wage offers may be made utilizing the key classification - Deputy at top step:

	<u>Present</u>	<u>1-1-91</u>	<u>1-1-92</u>	<u>1-1-93</u>
	\$28,924			
Union		\$30,434	\$32,585	\$34,301
* County		29,792	30,685	31,606
Average of Comparables from Exhibit 5		<u>31,944</u>	<u>33,302</u>	<u>N/A</u>
Union Minus Average		(-1,510)	(- 717)	N/A
County Minus Average		(-2,152)	(-2,617)	N/A

\* Assumes 3% County last offer each year

The Union's Final Offers (contained in the following pages) have been constructed in a specific progression over three years resulting in the percentages of 5.220%, 7.067% and 5.266%.

The Union would like to bring the 1990 Deputies' wage of \$28,924 up to \$31,944 (average of comparables) at January 1, 1991 for the first year of the contract. This would require \$3,020 new dollars. However, at this point, the Union asks for only \$1,510 new dollars (half of \$3,020) for a result of \$30,434. Realization of the other half of the equity increase is delayed into years two and three. The first-year adjustment of \$30,434 results in a wage increase of 5.220% on January 1, 1991.

At the second year of the contract, the January 1, 1992 average for comparables is \$33,302. To move from \$30,434 to \$33,302 would require \$2,868 new dollars. However, at this point, the Union asks for only three-quarters of the required new dollars, or \$2,151. The second-year top Deputies' wage requested is \$32,585 at January 1, 1992 [\$30,434 plus \$2,151]. This amount represents 7.067% over January 1, 1991.

In the third year of the contract, the Union asks for realization of the remaining \$717 which was deferred from the prior year. That amount is added to the top step and the top step is increased by 3% at January 1, 1993 for a result of \$34,301. [\$32,585 + 717 = \$33,302 x 1.03].

PRESENT:

ARTICLE XXVIII  
WAGES

It is agreed that wages shall be as indicated in Schedule "A" attached hereto and made a part hereof by reference. Wages effective January 1, 1988 reflect a 2% increase for deputy classification and 2.5% increase for correction officers and LPN's which shall remain in effect through June 30 1988. Effective July 1, 1988, wages reflect a 2% increase for deputy classification and 2.5% increase for correction officers and LPN's which shall remain in effect through December 31, 1989.

SCHEDULE "A" -- WAGES  
Saginaw County Sheriff's Department

<u>January 1, 1988</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
Deputy	\$22,902	\$24,509	\$25,482	\$26,508	\$27,531
Correction Officer	\$21,638	\$22,502	\$23,371	\$24,239	\$25,101
L.P.N.	\$20,410	\$21,273	\$22,143	\$23,011	\$23,873
<u>July 1, 1988</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
Deputy	\$23,360	\$24,999	\$25,992	\$27,038	\$28,082
Correction Officer	\$22,179	\$23,065	\$23,955	\$24,845	\$25,729
L.P.N.	\$20,920	\$21,805	\$22,697	\$23,586	\$24,470
<u>January 1, 1990</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
Deputy	\$24,061	\$25,749	\$26,772	\$27,849	\$28,924
Correction Officer	\$22,623	\$23,526	\$24,434	\$25,342	\$26,244
L.P.N.	\$21,338	\$22,241	\$23,151	\$24,058	\$24,959
<u>July 1, 1990</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
Deputy	\$24,061	\$25,749	\$26,772	\$27,849	\$28,924
Correction Officer	\$23,075	\$23,997	\$24,923	\$25,849	\$26,769
L.P.N.	\$21,765	\$22,686	\$23,614	\$24,539	\$25,458
<u>January 1, 1990</u> <u>Court House</u> <u>Security</u>	<u>Start</u> \$19,124				<u>Top</u> \$22,479

UNION FINAL OFFER OF SETTLEMENT FOR  
DEPUTY CLASSIFICATION FOR  
FIRST YEAR OF CONTRACT:

<u>January 1, 1991</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
Deputy	\$25,317	\$27,093	\$28,169	\$29,303	\$30,434

[Represents 5.220% across-the-board]

Deputy wages to be retroactive to January 1, 1991.

UNION FINAL OFFER OF SETTLEMENT FOR  
DEPUTY CLASSIFICATION FOR  
SECOND YEAR OF CONTRACT:

<u>January 1, 1992</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
Deputy	\$27,106	\$29,008	\$30,160	\$31,374	\$32,588

[Represents 7.067% across-the-board]

Deputy wages to be retroactive to January 1, 1992.

UNION FINAL OFFER OF SETTLEMENT FOR  
DEPUTY CLASSIFICATION FOR  
THIRD YEAR OF CONTRACT:

<u>January 1, 1993</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
Deputy	\$28,533	\$30,536	\$31,748	\$33,026	\$34,301

[Represents 5.266% across-the-board]

Deputy wages to be effective January 1, 1993.

UNION FINAL OFFER OF SETTLEMENT FOR  
CORRECTION OFFICER CLASSIFICATION FOR  
FIRST YEAR OF CONTRACT:

<u>January 1, 1991</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
Correction Officer	\$24,280	\$25,250	\$26,224	\$27,198	\$28,166

[Represents 5.220% across-the-board]

Correction Officer wages to be retroactive to January 1, 1991.

UNION FINAL OFFER OF SETTLEMENT FOR  
CORRECTION OFFICER CLASSIFICATION FOR  
SECOND YEAR OF CONTRACT:

<u>January 1, 1992</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
Correction Officer	\$25,996	\$27,034	\$28,077	\$29,120	\$30,156

[Represents 7.067% across-the-board]

Correction Officer wages to be retroactive to January 1, 1992.

UNION FINAL OFFER OF SETTLEMENT FOR  
CORRECTION OFFICER CLASSIFICATION FOR  
THIRD YEAR OF CONTRACT:

<u>January 1, 1993</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
Correction Officer	\$27,365	\$28,458	\$29,556	\$30,653	\$31,744

[Represents 5.266% across-the-board]

Correction Officer wages to be effective January 1, 1993.

UNION FINAL OFFER OF SETTLEMENT FOR  
L.P.N. CLASSIFICATION FOR  
FIRST YEAR OF CONTRACT:

<u>January 1, 1991</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
L.P.N.	\$22,901	\$23,870	\$24,847	\$25,820	\$26,787

[Represents 5.220% across-the-board]

L.P.N. wages to be retroactive to January 1, 1991.

UNION FINAL OFFER OF SETTLEMENT FOR  
L.P.N. CLASSIFICATION FOR  
SECOND YEAR OF CONTRACT:

<u>January 1, 1992</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
L.P.N.	\$24,519	\$25,557	\$26,603	\$27,645	\$28,680

[Represents 7.067% across-the-board]

L.P.N. wages to be retroactive to January 1, 1992.

UNION FINAL OFFER OF SETTLEMENT FOR  
L.P.N. CLASSIFICATION FOR  
THIRD YEAR OF CONTRACT:

<u>January 1, 1993</u> <u>Classification</u>	<u>Step #1</u> <u>Hire</u>	<u>Step #2</u> <u>6 Month</u>	<u>Step #3</u> <u>1 Year</u>	<u>Step #4</u> <u>2 Years</u>	<u>Step #5</u> <u>3 Years</u>
L.P.N.	\$25,810	\$26,903	\$28,004	\$29,101	\$30,190

[Represents 5.266% across-the-board]

L.P.N. wages to be effective January 1, 1993.

UNION FINAL OFFER OF SETTLEMENT FOR  
COURTHOUSE SECURITY OFFICER CLASSIFICATION FOR  
FIRST YEAR OF CONTRACT:

<u>January 1, 1991</u>	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>
<u>Classification</u>	<u>Hire</u>	<u>6 Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>

Courthouse					
Security Officer	\$25,317	\$27,093	\$28,169	\$29,303	\$30,434

[Same as Deputy at January 1, 1991]

Courthouse Security Officer wages to be retroactive to January 1, 1991.

UNION FINAL OFFER OF SETTLEMENT FOR  
COURTHOUSE SECURITY OFFICER CLASSIFICATION FOR  
SECOND YEAR OF CONTRACT:

<u>January 1, 1992</u>	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>
<u>Classification</u>	<u>Hire</u>	<u>6 Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>

Courthouse					
Security Officer	\$27,106	\$29,008	\$30,160	\$31,374	\$32,585

[Same as Deputy at January 1, 1992]

Courthouse Security Officer wages to be retroactive to January 1, 1992.

UNION FINAL OFFER OF SETTLEMENT FOR  
COURTHOUSE SECURITY OFFICER CLASSIFICATION FOR  
THIRD YEAR OF CONTRACT:

<u>January 1, 1993</u>	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>
<u>Classification</u>	<u>Hire</u>	<u>6 Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>

Courthouse					
Security Officer	\$28,533	\$30,536	\$31,748	\$33,026	\$34,301

[Same as Deputy at January 1, 1993]

Courthouse Security Officer wages to be effective January 1, 1993.

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

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

William Birdseye  
Advocate

*Ann Maurer*

Ann Maurer  
Labor Economist

DATED: February 28, 1992