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STATE OF MICHIGAN

DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE ARBITRATION
ARISING PURSUANT TO ACT 312,
PUBLIC ACTS OF 1969, AS AMENDED,
BETWEEN:

MERC CASE
NO. D81 L-2945

ST. CLAIR COUNTY (Employer) (County)

-and-

POLICE OFFICERS ASSOCIATION OF
MICHIGAN (Union)

FINDINGS, OPINION, AWARDS AND ORDERS

ARBITRATION PANEL:

Mario Chiesa, Chairperson

Terry Pettee, Employer Designee

William Birdseye, Union Designee

APPEARANCES:

FOR THE EMPLOYER:

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FOR THE UNION:

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INTRODUCTION

The Chairperson was appointed as such via a letter from MERC dated April 16, 1982. The first pre-hearing conference was conducted on June 29, 1982. Just subsequent to that time the parties requested that everything be placed on hold because they were attempting to reach a negotiated settlement. In approximately February of 1983 the Chairperson was informed that the matter must proceed. A second pre-hearing conference was scheduled for April 25, 1983. The hearing commenced and was concluded on October 10, 1983. Upon receipt of both briefs the Chairperson exchanged them on March 20, 1984. An executive session was held on April 10, 1984. At that time there was further discussion regarding the possibility of settling the dispute. Nevertheless, it became apparent in May of 1984 that no settlement could be executed.

It should be noted that the prior Collective Bargaining Agreement covers a number of classifications, some of which are not subject to the provisions of Act 312. Initially there was a dispute between the parties regarding what classifications were covered. A hearing was scheduled and took place on September 2, 1983. Actually, at that time the parties arrived at an understanding which was subsequently ratified by the proper individuals. Thus, the question of which employees would be affected by this award was settled by the parties and apparently those portions of the Collective Bargaining Agreement affecting employees not covered by this award has already been executed.

The record is comprised of approximately 100 exhibits and a transcript of about 250 pages. Of course, the parties filed very helpful post-hearing briefs.

STIPULATIONS

As is often the case the parties arrived at a number of stipulations which facilitate the procedure.

The parties agreed that the Collective Bargaining Agreement concerned with herein would be for a three year period commencing July 1, 1981, thru and including June 30, 1984. There was also a stipulation of issues, but that will be subsequently discussed.

The parties agreed that all the time limits in the Act were waived. Furthermore, it was agreed that the total award shall be comprised of the tentative agreements, the herein award and the language in the prior Collective Bargaining Agreement except as modified by the TAs and this award.

There are other stipulations which may very well be referred to during the discussion of the record.

ISSUES

The parties have agreed that the following is the list of issues, all of which are economic.

1. Wages
2. Cost of Living Allowance
3. Hospitalization
4. Pension-Normal Retirement Age
5. Pension-Multiplier Factor
6. Pension-Final Average Compensation
7. Pension-Duty Disability

FINDINGS

COMPARABILITY

Section 9(d)(i)(ii) of Act 312 requires that an arbitration panel base its findings, opinions and orders upon, inter alia, a comparison of the wages, hours and conditions of employment of the employees involved in the dispute with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities.

This of course means that in certain situations decisions must be made regarding which communities are comparable to the one involved in the dispute. Oftentimes the necessity of engaging in extensive analysis is alleviated because the parties stipulate to the comparable communities. However, that is not the situation in this case.

The Employer suggests that a weighted system of comparability be utilized and applied to the counties of Jackson, Monroe, Calhoun, Bay, and Muskegon. The Union suggests that the counties of Wayne, Oakland, Macomb, Washtenaw, Monroe, Livingston and Lapeer be utilized. As can be seen the only possible area of agreement is Monroe County.

As previously indicated the Employer has suggested that a weighted comparability scheme be utilized. This type of system has been employed in the past, both by this Chairperson and by other neutral arbitrators. However, it really does nothing more than try to give some type of general indication of the degree of comparability between a community in question and the one involved with in the dispute. Frankly, it just presents another way of trying to deal with the problem of developing comparability. In this case, however, the rather technical method will not be utilized.

Surely everyone realizes that even with communities that are declared comparable, there are substantial differences which must be kept in mind and which are weighed with each decision. Such weighing can be just as accurate as the numerical method of weighing which has been used on occasion in the past.

Keeping all the above in mind, it would be appropriate to discuss the counties offered and draw off conclusions from the analysis.

While the legislature has not specifically established the criteria to be utilized in determining whether a community is comparable to the one involved in the dispute, numerous 312 proceedings, along with the expressions of many parties, both unions and employers, have established that many factors exist. These range from geographic location, population, SEV, SEV per capita, median household income, median family income, outstanding debt, per capita income, etc. In the present case a number of considerations have been offered.

It should be understood that both parties made extensive argument in their respective briefs regarding which communities should be considered comparable and in the Employer's instance, how comparable they should be considered. The arguments have been carefully considered, but to reproduce them at this point would extensively lengthen this opinion.

Certainly it would be appropriate to begin the analysis with the County of St. Clair. St. Clair County is located in the southeastern portion of Michigan and is surrounded by Macomb, Lapeer and Sanilac Counties.

Of course on the east is the natural border between the United States and Canada, i.e., Lake Huron and the St. Clair River.

The record indicates that as of the 1980 census St. Clair County has a population of 138,802. The land area is 734 square miles. According to the 1982 figures the SEV was 1,853,355,408. Thus, the SEV per capita was 13,353. The 1976-1977 general outstanding debt was 164 million with 1,212 per capita.

In 1982 the tax rate for all taxes was 45.24. The total county taxes levied was 11,206.219. The county tax rate was 6.17. The crime rate per 100,000 ranged from 5,191 in 1977 to 6,905 in 1980. Percent of employment in manufacturing, wholesale, and retail, professional services and in the public sector was 32%, 19%, 18% and 14% respectively.

The number of occupied dwelling units was 47,308, with a mean value of 43,159. The median household income was 18,475. Per capita income ranged from 5,233 in 1975 to 7,770 in 1979.

Unemployment in July of 1983 was 15.8 and in August of 1983 it was 16.4.

The above should give one an idea of the character of St. Clair County and of course it sets the basis for the following analysis.

The following analysis will make it apparent that Jackson County should be considered comparable to St. Clair for the purposes of this dispute. Jackson has approximately 705 square miles, while its population is approximately 12,000 more than St. Clair, i.e., 151,495. The median household income and median family income are within a couple of hundred dollars, while the number of occupied dwelling units is within 4,000. The value of a house in St. Clair is about $6,000 more. The percentage distribution of employment in the various sectors mentioned in the St. Clair analysis are very comparable.

The crime rate is essentially the same. However, the general debt outstanding is higher in St. Clair than in Jackson. In fact the debt per capita is about twice as much in St. Clair than in Jackson. Per capita income was approximately 8,500 in Jackson, which is just about $800 more than in St. Clair. The SEV in Jackson is 1.2 . . . versus 1.8 . . . in St. Clair. The county tax rate was just a little higher in Jackson and the total county taxes levied was about $3,000,000 less in Jackson. The total tax rate was 54.58. Unemployment was a little less than in St. Clair. It appears the SEV per person is about $8,200.

Jackson's Department has 68 full-time employees and 28 road deputies. St. Clair has 80 full-time employees with 38 road deputies.

Geographically, Jackson County is about the same distance from Wayne County as is St. Clair County.

Thus, it is apparent that Jackson County should be considered as as comparable.

The following analysis establishes that Monroe should also be considered comparable for the purpose of this hearing.

Monroe County is somewhat smaller, having approximately 200 square miles less than St. Clair County. However, its population is within approximately 3% of the population in St. Clair County. The median household income is about $3,000 more in Monroe County, with a median family income of about $2,300 more in Monroe.

The number of occupied dwelling units is approximately 43,000 and the value of each is about $6,000 more than in St. Clair County, i.e., $49,291. The employment distribution in manufacturing, wholesale, retail, professional services and in the public sector is very similar to that in St. Clair County.

The total number of crimes and the crime rate is somewhat lower in Monroe County. The general debt per capita is about $200 less in Monroe County and it appears that the per capita income in 1979 was about $200 more in Monroe County.

The SEV is just about the same as is the tax rate for all taxes levied. The county tax rate is just a little less than St. Clair County, while the total county taxes levied is within one percentage. The SEV per capita in Monroe County is about 14,100 which is about $800 more than St. Clair County.

The evidence also establishes that Monroe has 132 full-time employees and 73 road officers, 11 of whom also serve as correctional/security officers. This of course is somewhat more than St. Clair County.

Nevertheless, when all the data is examined, it is concluded that Monroe should be considered comparable to St. Clair County.

Next is Calhoun County. Calhoun is approximately 20 square miles smaller than St. Clair and has a population of about 3,000 more people. The median household income is 17,600, which is approximately 1,000 less than St. Clair. The median family income is about $500 less, and the number of occupied dwellings is approximately 4,000 more. However, the occupied unit mean value is about $8,000 less.

The percent of employment in the various above-stated sectors are fairly close. The unemployment rate in July and August of 1983 was about 3% and 4% lower respectively.

The total crimes in 1977 was 7,672, about 1,000 more than St. Clair, and approximately 8,500 or 400 more than St. Clair in 1980.

The outstanding debt is 49.4 in Calhoun County, as compared to 163.5 in St. Clair. Also, the general debt per capita is about one-third of what it is in St. Clair County. Per capita income is about $1,400 higher than St. Clair County in 1979.

Calhoun County's SEV is slightly less than St. Clair County, being 1,187,963,185. The tax rate for all taxes in Calhoun County is 55.72 and the total taxes levied is about $7,000,000. The tax rate is 6.06 as compared to 6.17 in St. Clair County. The per capita SEV is about $8,400.

Calhoun County is quite a distance from St. Clair County, being the next county directly west of Jackson County. Furthermore, it appears that Calhoun only has 14 road deputies as opposed to the 38 in St. Clair. Nevertheless, Calhoun should be considered comparable and the evidence regarding it examined.

Next is Bay County. Bay County has approximately 300 square miles less than St. Clair County and has a population of about 20,000 less. The median household income in Bay County is about $600 more, while median family income is about $1,000 more. The number of occupied dwellings is about 6,000 less, while the value of same is about $4,000 less than St. Clair County.

The distribution of employment in the various sectors is not remarkably different. The 1980 total crimes, and in fact the 1977 total crimes, were about 1,600 less than St. Clair. General debt outstanding is 67.1 million i Bay County, with a general debt per capita being 552. Per capita income in 1979 was about $700 more than per capita income in St. Clair County.

The SEV in Bay County was 1,371,292,478. The tax rate, all taxes, was 48.72, while the total county taxes levied were almost identical to St. Clair County's levy. However, the county tax rate was 8.17, as opposed to St. Clair's of 6.17. The per capita SEV was 11,439. Bay County unemployment rate in July of 1983 was about two-tenths of a percent less than St. Clair, while in August of 1983 was about 2.1% less.

The county has approximately 38 road deputies.

Certainly a careful analysis of the data would indicate that Bay County should be given about the same weight as Calhoun County and thus will be considered comparable to St. Clair County for the purposes of this dispute.

In its brief the Employer no longer asserted that Ottawa County was comparable to St. Clair. This leaves the last alleged comparable, Muskegon County.

Frankly, there is some doubt whether Muskegon should be considered at all in this dispute. The evidence regarding Muskegon shows that if anything it has a relationship to St. Clair which was just about of the same quality as Ottawa. Nevertheless, Muskegon's geographical location, being on the western edge of the State, and some of the other information contained in the record, suggests it should not be considered comparable for the purposes of this hearing. Thus, Muskegon will not be considered.

The comparables offered by the Union were based upon its assessment that those counties included within the Metropolitan Statistical Areas promulgated by the U.S. Department of Commerce have enough social and economic interaction to make them comparable communities.

Certainly while the counties may very well be included in the Detroit/Ann Arbor Consolidated Metropolitan Statistical Area, there still must be some consideration given to the elements which have been relied upon in the past to develop comparability. Thus, the fact that the Union's comparables are in the above-stated Metropolitan Statistical Area does not terminate the inquiry.

The first county offered by the Union is Wayne County. Wayne County has approximately 115 less square miles than St. Clair County. However, its population is almost 17 times that of St. Clair County.

The median household income is pretty close, with mean family income being about $1,000 higher. Although the occupied unit mean value is about $4,000 less than Wayne County, the 824 occupied dwellings in Wayne County are approximately 17 times more than those in St. Clair County.

The distribution of employment is essentially the same. In 1980 Wayne County had 25 times more crime with a rate of 2,700 per hundred thousand higher than St. Clair County.

Understandably the general debt outstanding is about 10 times that in St. Clair County, although the debt per capita is about $500 less than St. Clair County. The latest per capita income figures show that the per capita income in Wayne County is about $2,400 more than St. Clair County.

Wayne County's SEV is approximately 10 times that of St. Clair County and both the total tax rate and the county tax rate exceeds that in St. Clair County. The total county taxes levied equal $137,431,588. However, the per capita income is somewhat less than St. Clair County being $8,032.

Wayne County has approximately 170 road deputies and 400 security officers compared to St. Clair County's 38 and 11 respectively.

Even considering the fact that Wayne County is geographically close to St. Clair County, it is still pretty difficult to conclude that Wayne County should be considered comparable for the purposes of this dispute. Frankly, the evidence regarding Wayne County indicates that in many areas it is just too diverse to St. Clair County. It seems that Wayne County stands alone in the State of Michigan.

Geographically Oakland County is somewhat closer to St. Clair County, but many of the problems that were present in analyzing Wayne County are present when analyzing Oakland. Oakland County has about 140 more square miles than does St. Clair. With slightly over one million, Oakland has a population which is more than seven times that of St. Clair. Both median household income and median family income exceeds St. Clair's by quite a margin.

With 355,000 occupied dwelling units, Oakland has about seven and one-half times more than St. Clair. Furthermore, the mean value of occupied units is about $25,000 per unit more than St. Clair. The distribution of employment indicates a lesser percentage of employment in manufacturing and public sector, and a greater percentage in wholesale, retail and professional services.

The total crimes in Oakland in 1977 were just over 53,000 and the rate per hundred thousand was 5,500. In 1980 the two figures were 65,000 and about 6,500. Obviously the total crimes greatly exceed those in St. Clair as does the rate.

As to be expected the general debt outstanding is much greater than St. Clair's, although the general debt per capita is less, i.e., 984 versus 1,212.

The per capita income in 1979 was $5,000 more in Oakland County than in St. Clair. As to be expected the 14,271,962,175 SEV is almost eight times that of St. Clair County. Six and one-half times more county taxes are levied than in St. Clair County. However, the county tax rate is 5.14 as opposed to 6.17.

Oakland has 470 full-time employees, as opposed to the 80 in St. Clair and 86 road deputies as opposed to the 38 in St. Clair. Additionally there is 161 security/correctional officers in Oakland and only 11 in St. Clair.

The evidence also establishes that Oakland County has a SEV per capita of $14,106.

Certainly it must be recognized that Oakland is a very wealthy county, especially when considering the value of occupied dwellings, median family income, median household income, per capita income and of course SEV per capita. Given those figures and some of the other considerations, it is difficult to say that Oakland County is comparable to St. Clair County for the purposes of this hearing. Yet, it seems that given its location and keeping in mind its obvious differences with St. Clair County, it wouldn't be inappropriate to kind of keep in mind the evidence regarding Oakland County.

Macomb County forms a portion of the southern and western borders of St. Clair. It has approximately 250 less square miles than St. Clair and its population at about 695,000 is about five times that of St. Clair. Median household income, as well as median family income is much higher as is the number of occupied dwellings at 229,820. Further, the mean value of occupied dwellings is about $10,000 more than St. Clair, being $53,674.

Percentage-wise there are more individuals employed in manufacturing and wholesale and retail in Macomb than in St. Clair, with less employed in professional services and public sector.

The crime rates in Macomb and St. Clair are very similar, although as to be expected, the total crimes in Macomb, at approximately 43,000, were about six times those in St. Clair.

As expected, the general debt outstanding in Macomb is much higher than St. Clair, although the per capita is slightly lower at 973. Per capita income in Macomb exceeds St. Clair's by about $2,400.

The SEV in Macomb County is slightly more than four times that in St. Clair County. Total taxes levied are about three times more, although the county tax rate at 4.49 is substantially less than St. Clair County. The SEV per capita is 11,270, which is less than St. Clair County. The July and August unemployment rate in Macomb was 16.1 and 14.7 respectively, while in St. Clair it was 15.8 and 16.4.

Now, certainly the evidence establishes that there are some substantial differences between Macomb and St. Clair, especially in such areas as population, value of occupied dwelling units, number of dwelling units, per capita income, etc. Yet, there are some items which suggest the information regarding Macomb should be utilized. Specifically, the SEV per capita in Macomb is less than in St. Clair and this tends to outweigh some of the other differences. Furthermore, it must be understood that Macomb forms a portion of the boundary of St. Clair County. This very close geographical proximity is an important consideration. Surely geographical proximity is not the only consideration because many of the smaller cities bordering Detroit cannot be considered comparable to Detroit. Nevertheless, in this circumstance considering and balancing all of the evidence regarding Macomb, it must be concluded that it should be considered comparable to St. Clair for the purposes of this dispute.

Washtenaw County is just slightly smaller than St. Clair County, although it does have almost twice the population. Median household income is about $2,000 more in Washtenaw and median family income is approximately $4,000 more. There are almost twice as many dwelling units with the mean value being about $24,000 more than in St. Clair County. The distribution of employment is much different in Washtenaw County with the lesser percentage of employees being involved in manufacturing, wholesaling and retailing and a much higher percentage being involved in professional services and public sector.

The crime rate in Washtenaw County in 1980 was approximately 1,400 per one hundred thousand more than in St. Clair County. The general debt outstanding is not all that different, although given the population figures, the general debt per capita in Washtenaw County is about half of St. Clair County. Furthermore, the per capita income in Washtenaw County is about $2,500 more than in St. Clair County. The SEV in Washtenaw County is not quite twice that of St. Clair County. The total tax rate is higher in Washtenaw County, although the county tax rate is slightly lower. The unemployment figures in Washtenaw County are appreciably lower than in St. Clair County. Additionally, the SEV per capita in Washtenaw County is a little less than St.Clair County, being 12,741.

Washtenaw County is closer to Macomb than Calhoun or Jackson, but certainly the characteristics of Calhoun and Jackson are more comparable to those in St. Clair County than the characteristics of Washtenaw County. Nevertheless, any comparability regarding Washtenaw would certainly be marginable; yet, keeping the differences between Washtenaw and St. Clair in mind it still would be appropriate to utilize the evidence regarding Washtenaw County in this dispute.

The next county to consider is Livingston. Livingston County, with 575 square miles, is slightly smaller than St. Clair County. Its population is also about 38,000 less than St. Clair. However, the median household income and the median family income exceeds St. Clair's by $6,000 and $5,000 respectively. Livingston has about 16,000 fewer occupied dwellings, but the mean value is $23,000 more.

The percentage employment distribution is essentially the same as St. Clair County.

The crime rate in Livingston County is approximately 1,500 less per hundred thousand of population than it is in St. Clair County. The general debt outstanding is about one-third of that in St. Clair County and the general debt per capita is about half of that in St. Clair County. The per capita income in Livingston County is very close to St. Clair County, being about $200 more.

The SEV in Livingston is 1,288,806,102. The total tax rate is 48.33 and the amount of taxes levied is a little more than $4,000,000. The county tax rate is 5.4 as compared to St. Clair County's 6.17.

Surely it appears, especially when expressed by median household income, median family income and mean value of occupied dwellings, that there are substantial economic differences between Livingston and St. Clair County. Yet, their SEV and their SEV per capita, Livingston's being 12,851, are not really that different. Furthermore, Livingston does have 78 full-time employees as compared to St. Clair's 80, even though St. Clair has 38 road deputies and Livingston has 76. Livingston has 26 security/correctional officers, while St. Clair has 11.

Nevertheless, when all of the evidence is examined, it must be concluded that the data regarding Livingston County should be considered and utilized in resolving this dispute.

Lapeer County is the last county to be analyzed. The evidence regarding Lapeer County is more limited than that which was submitted regarding the above.

Lapeer forms a portion of St. Clair's western border. Its area is 658 square miles which means that it is about 80 square miles smaller than St. Clair County.

The population in Lapeer County is just over 70,000 as compared to the 138,000 in St. Clair County.

SEV in Lapeer County was 735,868,107. This is less than half of the SEV in St. Clair County. The SEV per capita is 10,502 which is substantially less than the 13,353 in St. Clair County.

As indicated, the evidence regarding Lapeer County was not as extensive as the evidence regarding the other counties. Nevertheless, even though there are substantial differences between the two counties and these of course can be kept in mind when the evidence is analyzed, the geographical proximity of Lapeer County indicates that the evidence introduced regarding same should be considered in resolving this dispute.

Thus, in summary the evidence establishes that the wages, hours and conditions of employment in the following counties shall be utilized in resolving the current dispute: Jackson, Monroe, Calhoun, Bay, Macomb, Washtenaw, Livingston and Lapeer.

ISSUE - COST OF LIVING ALLOWANCE - ECONOMIC

On occasion when there have been issues regarding cost of living and wages, both items have been combined and discussed together. However, in this case the parties have dealt with cost of living and wages as two separate issues. None of the offers are interrelated nor are there any alternative offers based upon the resolution of one issue or the other. Thus, even though it is understood that there is a relationship between cost of living allowance and wages, they will in this case be discussed separately, although their interaction cannot be ignored.

The cost of living language contained in the prior Collective Bargaining Agreement and the Union's proposal are attached hereto. The Employer's proposal is to eliminate cost of living from the Collective Bargaining Agreement, but fold in existing payments.

The record establishes that the Union's last offer of settlement essentially seeks the continuation of the status quo. The Union has alleged, and the panel relies on the fact, that the only two changes it seeks are actually incorporation into the article of language which represents either language now contained in a Letter of Understanding or the practice which exists between the parties.

Specifically, the language regarding "U.S. cities average" contained in the Union's proposal is an incorporation of the language contained in the Letter of Understanding attached to the prior Collective Bargaining Agreement. The language contained in the last sentence of paragraph 2 of the Union's proposal "except that on June 30, 1984 accumulated cost of living amounts shall be rolled into base salary" was added, according to the testimony of Ms. Maurer, to reflect current practice which indicates that the end of the contract the COLA is rolled in. There was no evidence to the contrary and in fact the evidence indicates that at the end of the prior contract the COLA was rolled in and the wage rate was increased by the amount of the COLA.

Furthermore, the Union's proposal recognizes that COLA has been eliminated for "support personnel" and thus that language does not appear in the proposal.

As anyone involved with this type of proceeding is aware of, all findings, opinions and orders must be based upon the factors contained in Section 9 of the Act, as they may be applicable. Certainly that will be the case in this situation.

Nevertheless, initially the discussion and findings will not be tied to any particular basis found in Section 9. For instance, questions regarding costs and probability of increasing taxes relate not only to the lawful authority of the Employer, but also the interest and welfare of the public and the financial ability of the Employer to pay. So, if a strict analysis were made using the Section as an outline, items would be forever repeated because they are applicable to more than one consideration. Thus, initially there will be an analysis of the evidence with the appropriate findings, and then subsequently there will be a referencing to the applicable factors contained in Section 9. It is very awkward to try to discuss a record in any other manner.

There has been no evidence introduced indicating there would be some legal impediment to continue the COLA provision which existed in the prior Collective Bargaining Agreement. Surely there has been no indication that the Employer does not have the authority to provide the COLA benefit which it did in the prior Collective Bargaining Agreement. While there has been data introduced regarding the current county tax rate, i.e., 6.7, there is no indication in this record that that rate is at the maximum, or for that matter, continuance of the COLA provision would cause the rate to increase.

Surely one of the most forcefully utilized factors in Section 9 are the comparisons referred to in paragraph (d).

The evidence establishes, and certainly it must be found, that none of the comparable communities provide a COLA benefit for employees engaged in the same type of work as the employees involved in this dispute. This conclusion was arrived at from examining the summaries provided in the evidence, along with examining the Collective Bargaining Agreements where they were available. It does appear that only Washtenaw County provided a COLA, but apparently the last time that was in effect was back on July 1, 1981.

According to a survey of St. Clair County public employees, there was one unit out of five in the Marysville School District which received COLA, one unit out of three receiving COLA in the City of Marysville. None of the units in Port Huron Area School District, Intermediate School District, East China School District, or in the City of Yale, received COLA. In the Yale School District one unit out of six received COLA, while in the City of Port Huron, all the units received COLA. So, when examining the other public employers in St. Clair County, it would be pretty reasonable to conclude that by far most of the employers do not provide COLA.

There is also the circumstances which exist with the units employed by the County. In this regard AFSCME Local 1518 had a COLA up to the termination of its 1980 Collective Bargaining Agreement. It had a 25 cent cap with a spillover. COLA was absent from the January 1, 1981 Collective Bargaining Agreement.

The AFSCME unit and the County Mental Health Services had a cost of living provision up to the end of the 1981 contract. It had a 35 cent cap in calendar year 1979 with a 25 cent cap in calendar year 1980 and 1981. Again, it had a spillover clause. However, as with the previous unit, the 1982 contract does not contain a COLA provision.

The prior Michigan Nurses Association contract had a COLA provision which was capped at 25 cents per year. In the July 1, 1983 contract, there is no such provision.

District Court employees of Local 1518 AFSCME had a COLA provision with a 25 cent cap and a spillover provision until their January 1, 1981 contract. It was eliminated at that time.

It appears that the Teamsters bargaining unit in the Children's Shelter and in the Probate Court, as well as the AFSCME Local 1089 unit, do not have COLA provisions.

However, the record does reflect that at least at this point one unit, the Supervisors in the Sheriff's Department, still have a COLA issue outstanding in their contract negotiations.

There is no need to state the obvious regarding the actions of the other units employed by the County in relation to retaining previously held COLA provisions or acquiring them at all. Nevertheless, there is one point that should be considered. That is, it appears that all the other prior COLA provisions, with the exception of the Supervisors in the Sheriff's Department, were capped. Arguably it would be easier to give up a capped COLA for some other contractual benefit or perhaps wage increase than it would be in the current situation where the COLA provision is uncapped.

The Employer is not taking the position that it lacks the ability to pay for the continuation of the COLA provision. However, there is testimony which indicates that if it were continued perhaps the unit may suffer layoffs. Certainly this might have an effect on the interest and welfare of the public. The evidence does not establish that the costs involved, which will subsequently be analyzed, are of such a nature that they would cause the Employer to seek additional taxes which again would reflect upon the public interest.

There is no question but that it would be more costly to continue the COLA provision than it would be to eliminate it. It is difficult to project what the cost would be, but evidence is available which indicates at least the costs in the past. The Employer's exhibits have established that when based upon an average salary of approximately $24,793, the impact of COLA for the first year of the contract represented about 3.6% of salary. It was 2.3% in the second year, and is estimated to be 2.5% in the third year.

There was also data indicating the difference in costs between the adoption of the Union's proposal regarding COLA and wages and the adoption of the Employer's proposal regarding COLA and wages. In performing the calculations the County prorated COLA based on eight cents per hour per quarter. The figures showed that there was approximately $50,000 difference in cost the first contract year. The second contract year difference is about $65,000, and the accumulative total was about $115,000. In the last contract year the difference was about $81,000 and the accumulative total was about $196,000.

There was evidence regarding the average consumer price for goods and services, otherwise known as the cost of living. A Union exhibit, utilizing the prior wage rate, wage with COLA, wage proposal (Union's), CPI real figures, and CPI projected at 3%, indicate that historical wage plus the Union's wage proposal does not keep up with the exact CPI and CPI projection, nor does the wage rate with COLA keep up with the CPI projection. However, it must be understood that when examining this evidence there are other things which must be kept in mind. Some of the items which are used to arrive at the CPI are provided by the Employer. For instance, the Employer provides medical insurance. Thus, it not only pays for the insurance, but the insurance pays for much of the cost which would have been absorbed by the officers. It has been suggested that the cost of medical insurance and resulting covered medical costs is really quite small, but nevertheless it is one which must be considered. Furthermore, it hasn't been established that the CPI is an indicator of such a nature that wage increases should match any increase in the CPI. In other words, there is the discussion about wages and wages with COLA falling short of the increases in the CPI. Now, certainly in the general sense the comparison has been made for years. However, there is a real question of whether the CPI indeed reflects the actual cost of living.

There is other evidence in the record regarding the movement in the CPI from the year 1979-1980 to the August 1983 figures. Based upon a month-to-month analysis for the year 1970-1980, the annual CPI rate had a high of 14.62 and a low of 12.48. In 1980-1981 the high was 11.4 and the low was 8.66. In 1981-1982 the high was 8.21 and the low was 3.88. In 1982-1983 the high figure was 3.95 and the low 2.19. The percentage increase when August 1983 is compared to August 1982 was 2.43%.

Certainly the overall compensation now received by the employees must be considered. In this regard it should be understood that two of the areas normally considered, medical and hospitalization benefits and pension, are issues to be dealt with this dispute. In addition, vacation time has been settled and thus whatever changes, if any, which were made to the prior contract have been agreed to by the parties. It should also be noted that an examination of some of the costing sheets and the prior Collective Bargaining Agreement indicates that the officers receive shift premium, longevity, educational premium, of course overtime, life insurance and dental insurance.

Yet, it should be understood that in considering the overall compensation received by employees, the Union's proposal in this matter seeks only to continue that which has existed. The change sought by the Employer is to eliminate a benefit which was previously enjoyed by the employees.

There is no indication of a great turnover in employees or that there is any instability in employment.

There are of course other considerations which must be recognized in resolving this dispute, which are normally taken into consideration in determining wages, hours and conditions of employment.

As indicated previously, the Union seeks the continuation of a benefit which previously existed in a prior Collective Bargaining Agreement. The Employer seeks to terminate the benefit. Now, this relationship must be kept in mind as the evidence is analyzed.

As previously indicated, the evidence regarding the lawful authority of the Employer has been examined and certainly there can be no conclusions drawn therefrom that the lawful authority of the Employer and considerations related thereto inhibit the continuation of a previously existing benefit.

There is no indication that the interest and welfare of the public would be jeopardized by the continuation of the COLA benefit. There was some testimony indicating that perhaps there would be layoffs if the benefit were continued, but there was no certainty to that conclusion. Furthermore, there was nothing in the record which indicated that the public would be faced with higher taxes, or for that matter, their welfare and interest would otherwise suffer by the continuation of the benefit.

The Employer was given ample opportunity to display its financial condition via the introduction of various budgets, but decided not to do so. Certainly in this regard it must be found that there is a substantial cost difference, as indicated above, between the Employer's position and the Union's position. Nevertheless, the record does not indicate a financial inability of the Employer to meet the costs attributed to the continuation of the previously instituted benefit. Of course, this does not mean that the cost aspect of the provision can be ignored. That's just not the case. The cost of the benefit must certainly be considered in the total scheme of things including the costs of other benefits, wage increases, etc.

There is of course the evidence regarding the comparable communities, other public employers in the county and other employees employed by the county. It must be concluded that this evidence establishes that indeed the COLA provision is a rarity.

Nevertheless, the legislature has not indicated that the evidence regarding comparable communities shall prevail in an analysis utilizing the application of the factors in Section 9. In other words, all of the factors are to be considered and applied, "as applicable." Certainly the evidence dealing with comparables must be considered, but it is not an end in and of itself.

If an arbitration panel were to slavishly follow the evidence regarding comparable communities, unique provisions just couldn't exist. If arbitration panels developed the practice of disproportionately relying upon the data regarding comparable communities, the effect on negotiations would be significant and far reaching for there would be little incentive to utilize a unique provision to deal with unique circumstances knowing that a future interest arbitration may be used to dismantle that which has been collectively bargained and established through the force of give and take. So, just because a provision was unique when it was bargained, unique when it was compared to other communities, and will probably be unique in the future, does not mean that it should automatically be changed.

In speaking of collective bargaining it must be understood that one of the unusual aspects of the COLA provision is that payment of COLA continues even after the termination of the Collective Bargaining Agreement. At least this is the way the parties have interpreted the language for indeed COLA payments have continued. Additionally, it appears that at the end of the contract the payment was rolled in to base salary. The implication is obvious.

When the COLA language was placed in the Collective Bargaining Agreement it created a situation, via the roll in and the continuing COLA payments, wherein the new salary rate and COLA benefits continued after the expiration of the contract.

Certainly from the Union's point of view this is a very important aspect of the bargaining relationship.

Given its flexibility in reacting to changes in the average consumer price for goods and services, the COLA provision does provide a benefit which is more responsive to changes in the so-called cost of living than does a bargained-for yearly wage adjustment. An examination of the evidence regarding the cost of living does not establish that the COLA benefit should be eliminated.

And, finally when other factors which are normally taken into consideration to determine wages, hours and conditions of employment are considered, especially the question of stability and continuity of a benefit and the fact that the Union seeks continuation and the Employer seeks elimination, there still cannot be any conclusion that the COLA benefit should be removed from the Collective Bargaining Agreement. It is true that other units employed by the county have given up a COLA benefit. However, the benefit they gave up was somewhat different than that which the Union is asked to give up in this situation.

Furthermore, the evidence does indicate that the Sheriff's Supervisors are seeking a so-called "me too" clause which would require the continuation of their COLA if indeed the COLA in this unit were continued. However, this arbitration proceeding concerns the unit in question and it is difficult to determine whether an existing benefit should be eliminated because of the fact that another unit may also have it continued if indeed the Union prevails in this case.

In summary, it becomes apparent that when applying the factors contained in Section 9 of the Act, the panel is forced to conclude that the Union's last offer of settlement more nearly complies with the applicable factors prescribed in Section 9. Thus, the panel orders that the Union's position be adopted and the COLA provision continued.

Union Exhibit 6

COST OF LIVING

PRESENT:

ARTICLE THIRTY-THREE
COST OF LIVING

1. Effective January 1, 1979 Cost of Living adjustments shall be applied to all steps of each classification covered by this agreement as follows:

a. The adjustment shall be equal to one cent (.01¢) per hour increase for each four tenths (.4) rise in the Consumer Price Index for Urban Wage Earners and Clerical Workers, all items 1967=100, based on the 1972-73 survey of consumer expenditures as published by the Bureau of Labor Statistics, United States Department of Labor. In the event of discontinuance of the above named index the parties agree to apply to the Bureau of Labor Statistics for an alternative index.

b. Adjustment shall be made quarterly in March, June, September and December.

c. The March adjustment shall be for the months of November, December and January.

d. The June adjustment shall be for the months of February, March and April.

e. The September adjustment shall be for the months of May, June and July.

f. The December adjustment shall be for the months of August, September and October.

g. The adjustment shall be made the first full pay period of the month in which it is due.

2. Law enforcement personnel category classifications shall be adjusted without regard to a cap or limitation to the amount of adjustment.

3. Support personnel category classifications shall receive adjustments as follows:

a. For those months attributable to 1979, cost of living adjustments shall not exceed a maximum of twenty-five cents (.25¢) an hour.

b. For those months attributable to 1980, cost of living adjustments shall not exceed a maximum of twenty-five cents (.25¢) an hour. Be it provided, however, that any cost of living attributable to 1979 which exceeded twenty-five (.25¢) shall be paid as a spillover in 1980 in so far as it does not exceed ten cents (.10¢) an hour. The total of the annual maximum and the previous year's spillover shall not exceed a combined thirty-five cents (.35¢) for the calendar year.

c. For those months attributable to 1981, cost of living adjustments shall not exceed a maximum of twenty-five (.25¢) an hour. Be it provided, however, that any cost of living attributable to 1980 which exceeded twenty-five cents (.25¢) shall be paid as a spillover in 1981 in so far as it does not exceed ten cents (.10¢) an hour. The total of the annual maximum and the previous year's spillover shall not exceed a combined thirty-five cents (.35¢) for the calendar year.

4. The adjustment shall be made to the hourly rate and provided with each pay period. The adjustment shall not be added to the base rate provided in Article 34 - Salary of this agreement.

Letter of Understanding (undated)

Article Thirty-One - Cost of Living

The Consumer Price Index for Urban Wage Earners and Clerical is to be the U.S. average of all cities.

PROPOSED:

ARTICLE THIRTY-THREE
COST OF LIVING

1. Effective January 1, 1981 Cost of Living adjustments shall be applied to all steps of each law enforcement classification covered by this agreement as follows:

a. The adjustment shall be equal to one cent (.01¢) per hour increase for each four tenths (.4) rise in the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. Cities Average, all items 1967=100, based on the 1972-73 survey of consumer expenditures as published by the Bureau of Labor Statistics, United States Department of Labor. In the event of discontinuance of the above named index the parties agree to apply to the Bureau of Labor Statistics for an alternative index.

b. Adjustment shall be made quarterly in March, June, September and December.

c. The March adjustment shall be for the months of November, December and January.

d. The June adjustment shall be for the months of February, March and April.

e. The September adjustment shall be for the months of May, June and July.

f. The December adjustment shall be for the months of August, September and October.

g. The adjustment shall be made the first full pay period of the month in which it is due.

2. The adjustment shall be made to the hourly rate and provided with each pay period. The adjustment shall not be added to the base rate provided in Article 34 - Salary of this agreement, except that on June 30, 1984 accumulated cost of living amounts shall be rolled into base salary.

Cost of Living to be retroactive to July 1, 1981.

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Cap 30

I. ARTICLE TWENTY-THREE: RETIREMENT

Retain Present Language

II. ARTICLE TWENTY-EIGHT: HOSPITAL, LIFE, DENTAL, AND FALSE ARREST INSURANCE

Retain Present Language

III. ARTICLE THIRTY-THREE: COST OF LIVING

Article Thirty-three will be eliminated with all previously paid COLA adjustments being folded into Base pay.

IV. SALARY PURSUANT TO SALARY SCHEDULE

ISSUE - WAGES - ECONOMIC

Even though the Collective Bargaining Agreement will have a duration of three years, the real dispute regarding this issue is the first year of the contract. The wage proposals offered by the parties are duplicated at the end of this section. An examination thereof indicates that effective July 1, 1981, the Union is seeking a 2% increase on the rate that was in effect on June 30, 1981. Now, on June 30, 1981, a top paid deputy was receiving a base salary of $20,411. The COLA for the contractual period was about $3,300, so when that is rolled in on June 30, 1981, the rate on that date became $23,760. A 2% increase times that rate leads to the $24,235 figure sought by the Union for a top paid deputy in the first year of the contract.

The Employer's position is that in the first year of the contract the wage rate for a top paid deputy shall be $23,760. In other words, the COLA, which was paid during that contract, is rolled in to the base wage and there are no additional increases.

In subsequent years each Last Offer of Settlement provides for a 2% increase to the base wage.

Even though COLA and wages are two different topics of discussion, it is quite obvious that they are about as related as two issues could be. Thus, much of what was said and displayed in the prior discussion should not be forgotten. For the sake of trying to prevent duplication, and sometimes that is not possible, much of what was discussed previously will now again be displayed.

In looking at the figures it must be understood that even though the Employer's position is not to provide a base wage increase during the first year of the contract, i.e., effective July 1, 1981, the July 1, 1981 rate represents the base rate with roll in of the then existing COLA. It should be understood that it is not a freeze in the sense that employees will receive the same gross salary on July 1, 1981, as they did back on July 1, 1980. On July 1, 1980, the employees were making less than $23,760, because that figure represents whatever they were making on July 1, 1980, plus the roll in of COLA for the entire prior contract period including of course the last year. Furthermore, it must be understood that during the first contract year, even though the Employer's wage offer is a zero percent increase, the employees are steadily receiving their COLA payments. This of course increases their income.

The evidence surrounding the lawful authority of the Employer has essentially been dealt with in the prior discussion, but it should be noted that there is no indication that adoption of either offer, even in light of the prior COLA award, would cause problems with the Employer's lawful authority. Furthermore, the interest or welfare of the public should not be adversely affected by either Last Offer of Settlement.

When speaking of financial ability to meet the costs, it must again be noted that even though all the data regarding taxing rates, amount of money collected and the possibility of layoffs has been previously displayed and considered, there is no argument that the Employer lacks the ability to pay either offers, even in light of the prior award regarding the COLA provision. It must be remembered that the prior figures displayed regarding the cost differences between the proposals included COLA when analyzing the Union's proposal.

In reality given the date of this Opinion and Award, the cost differences between the two would be much more akin to just the differences between the wage awards.

The following display is a summary of the information contained in the record regarding the salary rates in comparable communities. Explanations will follow after the display.

TOP PAID DEPUTIES

	1/1/81	7/1/81	1/1/82	7/1/82	1/1/83	7/1/83
Jackson	(12/31/83)		20,467	20,883	21,611	22,048
Monroe	20,555		21,715 or 21,590	(12/31/82)		
Calhoun				22,191		
Bay			21,980		21,980	reopener (12/31/84)
Macomb	23,075		24,575		25,558	(12/31/83)
Washtenaw	22,894 (23,103)	23,581 (24,049)	24,481		24,481	(12/31/83)
Livingston	19,200		20,000	(12/31/82)		
Lapeer			18,325		20,155	(12/31/84)

	1/1/81	7/1/81	1/1/82	7/1/82	1/1/83	7/1/83
Union		24,235 (25,129)		24,720 (26,197)		25,214 *(27,128)
County		23,760 **(24,654)		24,235 **(25,712)		24,720 **(26,634)

* Estimated at 3% inflation

** Union figure without COLA - County figure = A
Union figure with COLA - A = figure in brackets

Even though the above display is to a great degree self-explanatory, there are certain items therein which must be further explained. First, the dates in parenthesis indicate the date on which the Collective Bargaining Agreements terminate. Secondly, the figures for Monroe were taken from both a Union summary and an Employer summary. When the Collective Bargaining Agreement in the record was examined, it turned out to be the command unit. Thus, it doesn't really help. The $21,715 figure is the Employer's figure, while the $21,590 is the Union's figure. The salary figure for Calhoun County was taken from the Employer's summary. The Collective Bargaining Agreement in the record is the supervisor unit. All the above data concerns a deputy at the highest pay rate.

Regardless of any averages or other considerations one may wish to utilize, it is quite clear that the Employer's offer, and to a greater degree the Union's offer, would certainly place the employees in this unit in a more than advantageous position when compared to the employees in comparable communities. No matter which way you examine the evidence either the Union's or the County's Last Offer of Settlement, not forgetting the fact that COLA has been continued, places the employees in this unit far ahead of employees in the comparable communities.

The Union seeks to explain this by indicating that there is a historical pattern of the employees in this unit outpacing others and the arbitration panel should not destroy such a pattern.

The Union's argument cannot be accepted. The data hardly establishes a historical pattern. The advantage which the employees in this unit realized over others was attributable, to a large part, to the COLA provision contained in their contract. Given the variances in the CPI it is difficult to conclude that its actions in this situation, which greatly increase the salary of the employees concerned with herein, can be considered as contributing to some type of historical pattern. That's just not the case. Furthermore, one would expect to see more history before one could confidently conclude that a pattern was established.

The evidence discussed in the prior issue regarding cost of living should be brought to mind at this point. However, in that regard it must be understood that the COLA provision was continued and thus there is a benefit in the Collective Bargaining Agreement which will react and in the past has reacted to changes in the cost of living. That being so, there is much less pressure to increase a base wage rate in order to make up for prior deficiencies caused by an increasing CPI.

Also, the prior discussions regarding the overall compensation received by the employees should be recalled. The contract includes longevity, holidays and all of the items which are mentioned in the statute. Additionally, there are issues regarding hospitalization and medical benefits and pension which will subsequently be analyzed.

It should also be noted that part of the bargaining unit which is not covered by Act 312 received 4% annual increases. If you take the Employer's Last Offer of Settlement and combine that with the percentage impact of COLA, the result is very close to the 4% received by other bargaining unit employees.

The question then becomes: What does the above discussion of evidence and Section 9 criteria establish? Frankly, it establishes that the County's Last Offer of Settlement more nearly complies with the applicable factors in Section 9. When the COLA payments are considered, as they must be, and all of the applicable Section 9 criteria is analyzed and applied, there is absolutely no question but that the Union's Last Offer of Settlement should be rejected and the County's Last Offer of Settlement should be accepted.

The panel orders that the Employer's Last Offer of Settlement be adopted.

Union Exhibit 5

WAGES

PRESENT:

Effective January 1, 1981 plus
ending COLA at June 30, 1981

	Start	6 Mos.	1 Year	2 Years	3 Years
Deputy	17,821	18,231	18,653	19,515	20,411
	3,349	3,349	3,349	3,349	3,349
	21,170	21,580	22,002	22,864	23,760
Juvenile Officer	18,852	19,262	19,683	20,546	21,441
	3,349	3,349	3,349	3,349	3,349
	22,201	22,611	23,032	23,895	24,790
I.D. Officer	17,821	18,231	18,653	19,515	20,411
	3,349	3,349	3,349	3,349	3,349
	21,170	21,580	22,002	22,864	23,760
Detective	19,113	19,581	20,066	21,050	22,084
	3,349	3,349	3,349	3,349	3,349
	22,462	22,930	23,415	24,399	25,433
Deputy/ Polygraph Examiner	17,821	18,231	18,653	19,515	20,411
	3,349	3,349	3,349	3,349	3,349
	21,170	21,580	22,002	22,864	23,760

PROPOSED:

Effective July 1, 1981
[Represents 2% across the board]

	Start	6 Mos.	1 Year	2 Years	3 Years
Deputy	21,593	21,910	22,442	23,321	24,235
Juvenile Officer	22,645	23,063	23,493	24,373	25,286
I.D. Officer	21,593	21,910	22,442	23,321	24,235
Detective	22,911	23,389	23,883	24,887	25,942
Deputy/ Polygraph Operator	21,593	21,910	22,442	23,321	24,235

Effective July 1, 1982
[Represents 2% across the board]

	Start	6 Mos.	1 Year	2 Years	3 Years
Deputy	22,025	22,348	22,891	23,787	24,720
Juvenile Officer	23,098	23,524	23,963	24,860	25,792
I.D. Officer	22,025	22,348	22,891	23,787	24,720
Detective	23,369	23,857	24,361	25,385	26,461
Deputy/ Polygraph Operator	22,025	22,348	22,891	23,787	24,720

Effective July 1, 1983
[Represents 2% across the board]

	Start	6 Mos.	1 Year	2 Years	3 Years
Deputy	22,466	22,795	23,349	24,263	25,214
Juvenile Officer	23,560	23,994	24,442	25,357	26,308
I.D. Officer	22,466	22,795	23,349	24,263	25,214
Detective	23,836	24,334	24,848	25,893	26,990
Deputy/ Polygraph Operator	22,466	22,795	23,349	24,263	25,214

Wages to be retroactive to July 1, 1981.

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Exp 2

COUNTY SALARY PROPOSAL (A)
[0% First Year]
[2% Across the Board]
[Second and Third Year]

JULY 1, 1981 - JUNE 30, 1982

Deputy	21170	21580	22002	22864	23760
Juvenile Officer	22201	22611	23032	23895	24790
I.D. Officer	21170	21580	22002	22864	23760
Detective	22462	22930	23415	24399	25433
Deputy/Polygraph Exam.	21170	21580	22002	22864	23760

JULY 1, 1982 - JULY 30, 1983

Deputy	21593	22012	22442	23321	24235
Juvenile Officer	22645	23063	23493	24373	25286
I.D. Officer	21593	22012	22442	23321	24235
Detective	22911	23389	23883	24887	25942
Deputy/Polygraph Exam.	21593	22012	22442	23321	24235

JULY 1, 1983 - JULY 30, 1984

Deputy	22025	22452	22891	23787	24720
Juvenile Officer	23098	23524	23963	24860	25792
I.D. Officer	22025	22452	22891	23787	24720
Detective	23369	23857	24361	25385	26461
Deputy/Polygraph Exam.	22025	22452	22891	23787	24720

(A) Cost of Living accrued to the date of the award shall be added to the above rates. The actual wage recieved shall then be the amount stated above plus accrued cost of living payments as of the date of the award.

ISSUE - HOSPITALIZATION - ECONOMIC

The Employer seeks a continuation of the language in the prior Collective Bargaining Agreement. The Union's proposal is attached hereto and contains both the prior language and the improvements it requests.

The record establishes that in reality the only improvements which the Union proposal provides above that which is currently in existence are the ML rider and the Master Medical Option II. That was also stipulated to by the parties. It appears that currently the employees are receiving everything else in the Union's proposal.

Essentially what the ML rider does is to eliminate the first $5.00 or 10% expense which an employee must pay for therapeutic radiology and laboratory service. The Master Medical Option II provides reimbursement for a number of services not covered by the basic plan. There is a $100 per person, $200 per family deductible and then apparently 90% of the cost of services is covered with the exception of some out-patient care, perhaps psychiatry, which is reimbursed at the rate of 75%. There are also dollar maximums.

The evidence previously discussed regarding the lawful authority of the Employer should of course be brought to mind at this time, as should be the stipulations of the parties, etc.

Of course one of the considerations which cannot be ignored is cost. In this regard the evidence contains certain figures for the benefits requested, but unfortunately they were the 1982 rates. Nevertheless, the ML rider was $1.62 per person per month for single coverage, $3.39 for two person coverage and $3.73 for full family. The Master Medical was $2.20 per person per month for single coverage, $3.67 for two person coverage and $4.45 for full family coverage.

There was some testimony which indicated that this unit had one of the lowest levels of health care compared to other groups within the County. There was a statement that 26 other suffixes in the County had the ML rider. However, it appears that perhaps only one other group has Master Medical.

Moving on to the comparable communities, Jackson County has a plan which appears to be essentially similar to the one enjoyed by the herein employees. Additionally, Jackson County employees do receive a Master Medical benefit which has a deductible of $50 per person or $100 per family per year. However, it does appear that Jackson County employees do not have the ML rider and must make a co-payment of $5.00 or 10% for x-rays and other tests.

Monroe County employees have the basic Blue Cross Blue Shield MVF-1, Master Medical IV, $2.00 prescription co-pay, ML, FAE-RC, and D45NM riders.

Calhoun County employees receive Blue Cross Blue Shield with a $2.00 co-pay prescription drug program, D45NM, PPNV-1, and the ML rider.

Bay County seems to have its own program. It is pretty difficult to examine the plan and try to determine whether it is comparable, better than, or inferior to that which is now being enjoyed by the employees in this unit. However, it does have the major medical expense insurance provision and a prescription drug benefit. As indicated, it is difficult to analyze it and compare it to that existing in St. Clair County, or for that matter, existing in other counties.

Macomb County provides Blue Cross Blue Shield MVF-1, Master Medical I, ML, OB and prescription riders.

Washtenaw County provides Blue Cross Blue Shield MVF-1, Master Medical IV, IMB, OB.

Livingston County provides Blue Cross Blue Shield MVF-1, Master Medical II, ML rider, and $2.00 prescription co-pay.

Lapeer County provides Blue Cross Blue Shield MVF-1, $2.00 prescription co-pay, optional prenatal-postnatal rider.

Obviously from the above it is apparent that there is quite an array of hospitalization which differs in many of the specifically enumerated riders. However, one would have to say that most provide some type of master medical benefit and probably the majority provide the ML benefit.

The record establishes that even though the cost of health insurance may increase, along with other items measured by the CPI, the Employer absorbs the total cost of the benefit including any increases. Thus, even if the cost of the service increases, the employee is insulated from same.

When examining the overall compensation received by the employees, one must not of course forget the substantial direct wage compensation supplied by the COLA and the wage rates enjoyed by members of this bargaining unit.

It must be understood that the panel can only take the Last Offers of Settlement as they are written. There can be no modification and thus the panel does not have the authority to, for instance, adopt the ML rider and reject the Master Medical or visa versa. Keeping that in mind, it is apparent from the evidence that the Employer's Last Offer of Settlement more nearly complies with the applicable factors in Section 9 than does the Union's.

It seems apparent that the cost is not "tremendous" but nevertheless, keeping in mind the substantial cost incurred with the COLA benefit which is not known in the comparable communities and almost unknown in the County, it is pretty difficult to justify increased cost when there hasn't been a clear showing that the present hospitalization has caused difficulties for employees, or there is a great potential for such problems.

Surely if just the evidence regarding the comparable communities was utilized, one could support adoption of the Union's offer. However, there is other evidence and factors which are traditionally examined indicating that only one other unit in the County has a Master Medical. It is true that many have the ML rider, but that fact certainly doesn't justify adopting the Union's Last Offer of Settlement which contains both the ML rider and a Master Medical provision.

As indicated the overall compensation received by the employees, which of course includes COLA and the direct wage compensation, dilutes the Union's position regarding the need to adopt its Last Offer of Settlement.

Thus, as aforestated, it must be concluded that an examination of the evidence in relation to the factors contained in Section 9 of the

Act clearly support adoption of the Employer's Last Offer of Settlement.

The panel orders that the Employer's Last Offer of Settlement be adopted.

Union Exhibit 22

HOSPITALIZATION

PRESENT:

ARTICLE TWENTY-EIGHT
HOSPITAL, LIFE, DENTAL AND FALSE ARREST INSURANCE

1. The Employer shall provide hospitalization insurance and surgical fee benefits for qualified employees and their families as provided in the existing contract between the Employer and Michigan Hospital Service (Blue Cross) and Michigan Medical Service (Blue Shield). The Employer shall also provide a $2.00 co-pay prescription rider on the Blue Cross-Blue Shield provision.

PROPOSED:

1. The Employer shall provide hospitalization insurance and surgical fee benefits for qualified employees and their families as provided in the existing contract between the Employer and Michigan Hospital Service (Blue Cross) and Michigan Medical Service (Blue Shield) which specifies Comprehensive Hospital, Room Option, MVF-I, D45NM, FC, SD. The Employer shall also provide a $2.00 co-pay prescription rider on the Blue Cross-Blue Shield provision, the ML rider, and Blue Cross-Blue Shield Master Medical Option II.

Hospitalization to be effective 30 days from date of the Award.

ISSUE - RETIREMENT - NORMAL RETIREMENT AGE, MULTIPLIER FACTOR, FINAL AVERAGE COMPENSATION, DUTY DISABILITY - ECONOMIC

It should be noted that this discussion will not deal with one issue, but with four issues. It was stipulated by the parties that each of the items stated above shall be treated as a separate issue and thus the panel must deal with each as a separate issue. Nevertheless, much of the information is interrelated and only makes sense if discussed in total. Thus, all of the evidence will be discussed in total and then there will be separate decisions made for each issue.

It is the Employer's position in its Last Offer of Settlement that no changes be made. Each of the four Last Offers of Settlement submitted by the Union are reproduced at the end of this section.

The language in the Collective Bargaining Agreement makes no specific mention of the benefits which are provided. However, they are contained on the Union's Last Offer of Settlement and for convenience will be summarized in the next paragraph.

A deputy in St. Clair County is eligible for retirement at age 55 with 25 years of service or 60 with 8 or more years of service. The mandatory retirement age is 70. The benefit is based upon a formula utilizing 2% of final average earnings with a maximum benefit of 60% of final average earnings. Final average earnings is calculated as the highest five years out of the last ten.

The duty disability provision in St. Clair County can be summarized as indicating that there is no age or service requirement, but an employee must be in receipt of worker's compensation benefit. The annual amount is computed as a regular retirement and upon termination of worker's compensation benefits additional service credit is granted and benefit is recomputed. As of 12/31/82 the employee contribution rate was 5% of annual earnings, while the employer contribution rate was 11.56% of annual earnings. Apparently as of October 20, 1983, the employer contribution was 12.09%.

As can be seen from the attached exhibits the Union's Last Offer of Settlement regarding the normal retirement age is to change the language to permit normal retirement at age 50 with 25 years of service.

In the second issue, i.e., multiplier factor, the Union seeks to change the pension multiplier to 2.5%, not to exceed 75% of final average earnings.

In the third issue, final average compensation, the Union seeks to compute final average compensation on the highest three years of the last ten years of service.

In the duty disability issue there are a number of changes sought by the Union and they are best determined by carefully examining its proposal rather than attempting to state them at this point.

As far as the cost of the proposals go, evidence compiled by Gabriel, Roeder, Smith & Co., indicates that the increased cost to the Employer of changing the normal retirement age would be 5.5%.

The increase of cost of changing the multiplication factor from 2 to 2.5 would be 4.92%.

The increase in cost for changing the basis of determining final average compensation would be about .81%.

Now, it is difficult to arrive at the exact cost of the proposed change in the disability because the Union's Last Offer of Settlement requires a minimum benefit of 60% of final average compensation, while the proposal submitted to Gabriel, Roeder, Smith & Co. required a minimum of 50%. Nevertheless, at 50% the increase in employer contribution would be .31%. Arguably if a 60% minimum were utilized, the increase would be slightly more, perhaps .33% to about .36%.

There was substantial evidence regarding what exists in the comparable communities. In Jackson the eligibility for retirement is at age 60, with 8 or more years of service. The evidence also establishes that the multiplier utilized is 2% of final average compensation. There is no maximum level indicated. And, final average earnings is determined based upon the highest 5 consecutive years out of the last 10. Regarding the disability benefit requirement, there is no age or service requirement. The benefit is computed in the same manner as a regular retirement amount based on final average compensation and service (minimum 10 years) at the time of the disability, with a minimum of 15% of final average compensation. The county finance portion of the duty disability retirement amount plus worker's compensation cannot exceed 50% of final average compensation, or $2,400, if less. Once worker's compensation ceases, the amount is recomputed to include years during which worker's compensation was paid.

As far as the contribution rates in Jackson County, the employee contributions as of 12/31/82, was 5.5% of annual earnings, while the employer was 5.28% of annual earnings.

Monroe County is next. In Monroe County a deputy would be eligible for retirement at age 55 with 30 or more years of service, or age 60 with 8 or more years of service. The amount of benefit is based on a 2% a year formula, with final average compensation being computed based upon the highest 5 consecutive years out of the last 10. The maximum benefit is 75% of final average earnings. Duty disability retirement is available with no age or service requirements, but an employee must be in receipt of worker's compensation. The amount is computed as a regular retirement.

The contribution rates in Monroe as of 12/31/82 were 3% of the first $7,800, plus 5% in excess of $7,800 for employees and 9.97% for the mployer. It should be noted that the Union Exhibit containing the summary of the information indicates the employer contribution is 11.53%. Nevertheless, it appears that the source document provides an employer rate of 9.97%.

There was not as much information available regarding the Calhoun County retirement plan as there was the others and what was available had to be removed from the summary of the plan contained in the evidence. Nevertheless, the plan indicates that an employee is eligible for retirement at 65 years of age or completion of 8 years of service whichever is later. Early retirement is at age 60 provided there has been at least 10 years of service. Retirement benefit is computed by utilizing 1.2%

of the first $4,800 of average annual compensation, plus 1.8% of any portion above that, multiplied by the number of completed years or fractions thereof of service. The limit is $6,000 per year. Average annual compensation is the average earnings for the five highest paid consecutive calendar years during the last ten years of employment. Disability benefits will be equalled to one-twelfth the yearly amount of pension benefit one would have received if the disability date had been an early retirement date.

The evidence indicates that the employee contribution in Calhoun County is 3% of the first $4,800, plus 5% of any earnings over $4,800.

In Bay County a deputy is eligible for retirement at age 55 with 25 or more years of credited service, or age 60 with 8 or more years of credited service. The benefit formula is based on 2% of final average compensation with a maximum of 75%. The formula used to arrive at final average compensation incorporates the highest five consecutive years out of the last ten years of employment. Duty disability retirement is available without age or service requirement, except that an employee must be in receipt of worker's compensation. It is computed as a regular retirement, but with additional service credits granted to age 60. The minimum benefit is 17% of final average compensation and worker's compensation payments are utilized as an offset.

As of 12/31/82 the employee contribution rate was 4% of annual earnings and the Employer rate was 11.05%.

In Macomb County as of January 1, 1981, an employee in the Sheriff's Department was eligible for retirement at age 50 with 25 or more years of service or age 60 with 8 or more years of service. Effective January 1, 1981, the formula in the Sheriff's Department utilized 2% of final average compensation. There was a maximum of 60% of final average compensation. The final average compensation is based upon the highest five consecutive years out of the last ten years of employment. There are no age or service requirements for duty disability retirement, but an employee must be in receipt of worker's compensation. The amount of disability retirement is computed as a regular retirement would be with a minimum benefit of 17.5% of final average earnings. During the time worker's compensation is received, the county finance portion cannot exceed the difference between 60% of final average earnings and worker's compensation payments.

As of 12/31/82 the employee's contribution rate in Macomb County was 2%, while the employer's rate was 15.41%.

In Washtenaw County a deputy is eligible for retirement at age 50 with 25 years of service, or age 60 with 5 years of service. The benefit level for deputy is total service times 2% of final average earnings. The maximum county finance portion is 75% of final average earnings. Final average earnings is based upon the highest five consecutive years out of the last ten. There is no age or service requirement for duty disability and the amount is equalled to 75% of final average earnings over worker's compensation payments.

As of 12/31/82 the employee's contribution rate in Washtenaw County was 3% of the first $4,200 of annual earnings, plus 5% of annual earnings in excess of $4,200. The employer contribution rate was 10.53%.

The information regarding Livingston County was derived from the summary provided in Union Exhibit 12. It indicates that an employee may retire at age 60 with 10 years of service. The benefit is based upon the formula utilizing 1.2% of the first $4,200 and 1.7% above $4,200. The final average compensation is based upon the highest five consecutive years out of the last ten.

The employer contribution rate in Livingston County is 8.67%, while the employee rate is 3% of the $4,200, then 5% of any amounts over $4,200.

In Lapeer County an employee is eligible for retirement at age 60 with 10 or more years of service, although Sheriff members may retire at age 55 with 25 years of service. The benefit level is derived from utilizing 1.2% of the first $4,200 of final average earnings, plus 1.7% of that portion of final average earnings in excess of $4,200 times total service. The final average earnings is based upon the highest five consecutive years out of the last ten. There is no age or service requirement for duty disability. It is computed as a regular retirement benefit but based on service and final average compensation at the date of disability, with a minimum of ten credit years in the computation. The benefit level plus other income sources, such as worker's compensation, social security, etc., is limited to 90% of final average earnings.

As of 12/31/81 the employer contribution rate was 6.2%, while the employee contribution rate was 5%.

Obviously all the prior statements regarding the lawful authority of the Employer, stipulations, interest and welfare of the public, financial ability to meet costs, etc., must be kept in mind, although they will not be duplicated at this point.

NORMAL RETIREMENT AGE

As can be seen from the evidence above there are only two comparable communities, Macomb and Washtenaw, which permit retirement at age 50. Indeed, the minimum age in Livingston County is 60. Thus, it is quite clear that the Union's proposal finds little support in the evidence regarding the comparable communities. The Union suggests there is a trend to a lower retirement, but the figures do not indicate any trend.

The cost of the benefit has been pegged at 5.58% of payroll and even though the Union suggests that this must be examined in light of the contribution level of employees and employers in the comparable communities, the imposition of such a cost upon the Employer is not justified at this time. This is especially so considering the financial responsibilities imposed upon the Employer by the COLA and wage provisions.

Certainly when all of the evidence is considered in light of the applicable Section 9 standards, it is clearly established that the Employer's position of status quo more nearly complies with the factors contained in Section 9 of the statute.

Thus, the panel orders that the Employer's Last Offer of Settlement be adopted.

MULTIPLIER FACTOR

As can be seen from the data regarding the comparable communities, there is no community which utilizes 2.5% of final average compensation in a formula to derive benefit level. Furthermore, the comments about increased costs must again be reiterated, especially in light of the fact that the proposal sought by the Union would increase costs in the amount of 4.92% of payroll.

Again, it is absolutely clear that the Employer's status quo position much more nearly complies with the standards contained in Section 9 of the Act.

Thus, the panel orders that the Employer's Last Offer of Settlement be adopted.

FINAL AVERAGE COMPENSATION

There is no comparable community which utilizes three years of the last ten years of service to arrive at final average compensation. Furthermore, there has been no reason given why such a unique provision should be created.

Even given the fact that perhaps the Employer realizes a slightly less than average retirement contribution cost, there is no justification in this record for imposing an additional cost of .81% of payroll.

It is absolutely clear that an application of the applicable factors in Section 9 of the Act to the evidence in this record establishes that the Employer's Last Offer of Settlement must be accepted.

Thus, the panel orders that the Employer's Last Offer of Settlement be adopted.

DUTY DISABILITY

The Union has complained that requiring employees to receive worker's compensation benefits to be eligible for duty disability retirement is inequitable. However, that requirement is regularly seen in the provisions existing in the comparable communities. It is nothing unique, nor does it work any special disadvantage against the employees in this unit.

While this proposal has the lowest cost increase of all of them, i.e., probably .33% to .36% of payroll, low cost isn't the only consideration determining whether there should be an improvement of the disability portion of the pension system.

An examination of the disability provision existing in other communities, where the information was available, indicates that some indeed do provide a more substantial duty disability benefit. Yet, there are others which provide benefits which are essentially the same as those available to an employee in this unit.

Thus, after considering all of the applicable evidence and applying it to the applicable factors in Section 9 of the statute, the panel must come to the conclusion that the Employer's last offer of settlement, continuation of the status quo, should be granted.

Thus, the panel orders that the Employer's Last Offer of Settlement be implemented.

MISCELLANEOUS ORDERS

There was an agreement at the beginning of the hearing that all the tentative agreements would become part of this Award. Subsequent to the hearing those tentative agreements were forwarded to the Chairperson. Thus, this panel orders that all the tentative agreements entered into by the parties, including those regarding Vacation, Polygraph Examiner/Deputy, Discharge and Discipline, Seniority, Recognition, Payment of Back Claims, Police Officer's Bill of Rights, Contract Services, Sick Days, Premium Pay for Educational Achievement, Grievance Procedure, and Layoff and Recall, and perhaps others that were not listed, shall be included in this Award.

Union Exhibit 9

PENSION: NORMAL RETIREMENT AGE

PRESENT:

ARTICLE TWENTY-THREE
RETIREMENT

The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended; provided, however, that amendments thereto shall be made in accordance with the procedures therein provided and shall not require separate Union approval.

Present benefits include the following:

> Age 55 with 25 years of service or age 60 with 8 years of service
>
> Highest 5 years of last 10
>
> 2% not to exceed 60% of FAC

PROPOSED:

ARTICLE TWENTY-THREE
RETIREMENT

The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended; provided, however, that amendments thereto shall be made in accordance with the procedures therein provided and shall not required separate Union approval.

Benefits under the pension system shall include but not be limited to:

> Normal retirement permitted at age 50 with 25 years of service or age 60 with 8 years of service.
>
> Final Average Compensation to be the highest 5 years of last 10 years of service.
>
> Pension multiplier to be 2.0% not to exceed 60% of FAC.

Pension - Normal Retirement Age to be effective June 30, 1984.

Union Exhibit 10
10

PENSION: MULTIPLIER FACTOR

PRESENT:

ARTICLE TWENTY-THREE
RETIREMENT

The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended; provided, however, that amendments thereto shall be made in accordance with the procedure therein provided and shall not require separate Union approval.

Present benefits include the following:

Age 55 with 25 years of service or age 60 with 8 years of service.

Highest 5 years of last 10.

2% not to exceed 60% of FAC.

PROPOSED:

ARTICLE TWENTY-THREE
RETIREMENT

The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended; provided, however, that amendments thereto shall be made in accordance with the procedures therein provided and shall not require separate Union approval.

Benefits under the pension system shall include but not be limited to:

Normal retirement permitted at age 55 with 25 years of service or age 60 with 8 years of service.

Final Average Compensation to be the highest 5 years of last 10 years of service.

Pension multiplier to be 2.5% not to exceed 75% of FAC.

Pension - Multiplier Factor to be effective June 30, 1984.

Union Exhibit 11

PENSION: FINAL AVERAGE COMPENSATION

PRESENT:

ARTICLE TWENTY-THREE
RETIREMENT

The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended; provided, however, that amendments thereto shall be made in accordance with the procedures therein provided and shall not require separate Union approval.

Present benefits include the following:

Age 55 with 25 years of service or age 60 with 8 years.

Highest 5 years of last 10.

2.0% not to exceed 60% of FAC.

PROPOSED:

ARTICLE TWENTY-THREE
RETIREMENT

The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended; provided, however, that amendments thereto shall be made in accordance with the procedures therein provided and shall not require separate Union approval.

Benefits under the pension system shall include but not be limited to:

Normal retirement permitted at age 55 with 25 years of service or age 60 with 8 years.

Final Average Compensation to be highest 3 years of last 10 years of service.

Pension multiplier to be 2.0% not to exceed 60% of FAC.

Normal Retirement Age to be effective June 30, 1984.

Union Exhibit 21

PENSION: DUTY DISABILITY

PRESENT:

ARTICLE TWENTY-THREE
RETIREMENT

The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended; provided, however, that amendments thereto shall be made in accordance with the procedures therein provided and shall not require separate Union approval.

Present Duty Disability provisions include:

No age or service requirement.

Must be in receipt of worker's compensation.

Computed as regular retirement.

Pension amount is offset by worker's compensation, Social Security or other form(s) of income.

Upon termination of worker's compensation payments, additional service credit is granted (from time of retirement) and benefit is recomputed.

Minimum amount of pension benefit is approximately 14% of FAC.

Example:

8 years of service
FAC = $20,000

2.0% x 8 x $20,000 = $ 3,200 computed pension
Worker's compensation = $10,000

No Pension Payable -$ 6,800

After 10 years, worker's compensation ceases.

2% x 18 x $20,000 = $7,200 payable pension.

Minimum amount of pension benefit not applicable since the example exceeds $2,800 minimum pension computation (14% of FAC).

PROPOSED:

ARTICLE TWENTY-THREE
RETIREMENT

The Employer shall continue its present retirement system established pursuant to Section 12a of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended; provided, however, that amendments thereto shall be made in accordance with the procedures therein provided and shall not require separate Union approval.

The duty disability portions of the retirement system shall provide:

No age or service requirement.

Computed as regular retirement.

Offset by worker's compensation, if any.

Minimum amount of pension benefit to be 60% of FAC.

A duty disability retirement shall be provided to an employee, from the classification retiring, upon satisfaction of the medical criteria contained therein.

Example:

8 years of service
FAC = $20,000

2.0% x 8 x $20,000 = $3,200 computed pension

Minimum 60% FAC =	$12,000
Worker's compensation (if any) =	$10,000
Pension Payable	$ 2,000

Upon termination of worker's compensation (if any), pension amount would revert to $12,000. Without worker's compensation, pension amount would be $12,000 continuously.

Duty Disability to be effective June 30, 1984.

IN THE MATTER OF THE ARBITRATION
ARISING PURSUANT TO ACT 312,
PUBLIC ACTS OF 1969, AS AMENDED,
BETWEEN:

MERC CASE NO. D81 L-2945

ST. CLAIR COUNTY

-and-

POLICE OFFICERS ASSOCIATION OF
MICHIGAN

ORDER

The panel orders as follows:

ISSUE 1. COST OF LIVING ALLOWANCE

The Union's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.E.	
Union Delegate		
Employer Delegate		

ISSUE 2. WAGES

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.E.	
Union Delegate		
Employer Delegate		

ISSUE 3. HOSPITALIZATION

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.E.	
Union Delegate		
Employer Delegate		

ORDER

ISSUE 4. PENSION - NORMAL RETIREMENT AGE

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.C.	
Union Delegate		[signature]
Employer Delegate		

ISSUE 5. PENSION - MULTIPLIER FACTOR

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.C.	
Union Delegate		[signature]
Employer Delegate		

ISSUE 6. PENSION - FINAL AVERAGE COMPENSATION

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.C.	
Union Delegate		[signature]
Employer Delegate		

ORDER

ISSUE 7. PENSION - DUTY DISABILITY

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.C.	
Union Delegate		
Employer Delegate		

Miscellaneous award is adopted.

CHAIRPERSON	DATE 8-31-84
UNION DELEGATE	DATE 8/28/84
EMPLOYER DELEGATE	DATE

IN THE MATTER OF THE ARBITRATION
ARISING PURSUANT TO ACT 312,
PUBLIC ACTS OF 1969, AS AMENDED,
BETWEEN:

ST. CLAIR COUNTY

MERC CASE NO. D81 L-2945

-and-

POLICE OFFICERS ASSOCIATION OF
MICHIGAN

O R D E R

The panel orders as follows:

ISSUE 1. COST OF LIVING ALLOWANCE

The Union's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.C.	
Union Delegate		
Employer Delegate		X

ISSUE 2. WAGES

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.C	
Union Delegate		
Employer Delegate	X	

ISSUE 3. HOSPITALIZATION

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.C	
Union Delegate		
Employer Delegate	X	

ORDER

ISSUE 4. PENSION - NORMAL RETIREMENT AGE

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.C	
Union Delegate		
Employer Delegate	X	

ISSUE 5. PENSION - MULTIPLIER FACTOR

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.C	
Union Delegate		
Employer Delegate	X	

ISSUE 6. PENSION - FINAL AVERAGE COMPENSATION

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M.C	
Union Delegate		
Employer Delegate	X	

ORDER

ISSUE 7. PENSION - DUTY DISABILITY

The Employer's Last Offer of Settlement is hereby adopted.

	Concur	Dissent
Chairperson	M. C.	
Union Delegate		
Employer Delegate	X	

Miscellaneous award is adopted.

Marc Cimo 8-31-84
CHAIRPERSON DATE

UNION DELEGATE DATE

Jerry G. Letter 8/27/84
EMPLOYER DELEGATE DATE