

3/24/82

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

WAYNE COUNTY SHERIFFS, LOCAL 502
NATIONAL UNION OF POLICE OFFICERS
SEIU, AFL-CIO,

Employee Representative
and Petitioner,

and

WAYNE COUNTY BOARD OF COMMISSIONERS,

Employer.

MERC Arbitration Act 312;
D79 J-2962

Richard Senter

APPEARANCES

For the Employees:

Ronald R. Helveston, Esq.
1000 Farmer
Detroit, Michigan 48226

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

For the Employer:

R. McKinley Tounsel, Esq.
701 City-County Building
Detroit, Michigan 48226

STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

1982 MAR 25 AM 10:00

Wayne County

OPINION AND AWARD

BACKGROUND:

Richard H. Senter, Esq. was appointed as the Chairman of the Arbitration Panel by letter dated July 17, 1981, from the Employment Relations Commission pursuant to its authority under Public Act 312 of 1969, as amended. Thereafter, Ronald R. Helveston, Esq., was designated as its Delegate by the Union. Mr. Dudley Sherman, 2204 N. Melborn, Dearborn, Michigan 48128, was designated by the Employer as its Panel delegate.

This matter has been handled with great care and respect because of its age. In accordance with Public Act 312 of 1969, as amended, the Petition for Arbitration was filed on behalf of the Employees on November 28, 1979. Twenty issues identified by the Article numbers of the last Contract between the parties were listed on the Employee's Petition.

Senter, Richard H.

A pre-hearing conference was held on July 27, 1981, wherein both parties advised this Chairman of the present status of the matter as a result of the 1979 Petition, to wit:

- 1) An original Arbitration Panel Chairman was appointed.
- 2) The matter had proceeded under the statute, but no statutory hearings were ever held.
- 3) A tentative agreement was reached by the parties, but not ratified.
- 4) The original Chairman resigned for reasons not connected with this matter.

It was agreed and stipulated by the representatives of both the Employees and Employer to accept the jurisdiction of the Michigan Employment Relations Commission and to proceed under the authority of Public Act 312 of 1969, as amended, waiving to date all requirements regarding time restraints not complied with.

A joint request of the parties made on July 27, 1981, for a remand for further bargaining, in accordance with Section 7a of Public Act 312 of 1969 (423.237a MCLA), was granted. The Chairman's Order was issued July 30, 1981.

The remand did not result in a negotiated settlement.

By agreement of the parties, a second pre-hearing conference was held on September 9, 1981. Thereafter, sessions of the Hearing provided for in Section 6 of the statute were conducted on October 21, November 13, 17 and 20, December 4, 11 and 15, 1981, and January 19 and 29, 1982. The Panel met in executive session on February 16, 1982.

A number of exhibits were introduced by the parties and admitted. They are identified by number, summary description, date offered, and date admitted, and appear as Appendix 1 of this Opinion and Award. The great majority of these exhibits pertain

to issues subsequently settled by agreement and stipulation. Unless specifically referred to in this Award and Opinion, they are not deemed material or substantial to the award.

STIPULATIONS:

By stipulation and agreement of the parties, Joint Exhibit Number 1 now constitutes the entire collective bargaining agreement between the parties, except for two issues identified and determined herein. This joint exhibit was originally offered and admitted on October 21, 1981, with the parties jointly recognizing that it was a substantial but incomplete agreement. It was allowed to be withdrawn on a subsequent date. Very extensive testimony on unresolved issues was taken during subsequent sessions of the hearing. The exhibit was jointly re-offered and admitted on December 4, 1981, with stipulations as to reduced areas still in disagreement. Testimony continued as to unresolved issues.

At the beginning of the hearing on January 29, 1982, the parties jointly offered substantial amendments to Exhibit Number 1 and stipulated and agreed that with the admission of the amendments, the document would constitute the entire bargaining agreement between the parties except for three issues to be submitted to the Panel. The parties further agreed that any portion of the Exhibit as previously admitted and not changed by stipulations or the award of the Panel will constitute the collective bargaining agreement. All of the amendments offered jointly by the parties were admitted. Exhibit Number 1 was physically amended and now constitutes the collective bargaining agreement except for three issues discussed below. Exhibit Number 1 includes Letters of Understanding Number 1, Number 2 and Number 3, which also were jointly offered by the parties and admitted on January 29, 1982, as an addendum to the Contract.

The parties jointly agreed and stipulated that the Contract as constituted by Joint Exhibit Number 1 covers the period of

December 1, 1979 through November 30, 1983, and the date of this award shall determine the date of the unresolved issues.

UNRESOLVED ISSUES:

The Inspector's Hearing

The parties jointly agreed and stipulated that the first unresolved issue is non-economic and concerns the wording of paragraph A of Section 1, Part C, of Article 8, entitled Discipline Procedure, providing for personnel to conduct an Inspector's Hearing.

This matter was referred to on several occasions during sessions of the hearing. The Chairman was generally advised that the matter was unresolved between the parties, but that the matter would continue to be discussed by the parties with the expectation that jointly stipulated language could be submitted. This did not prove to be the case. Testimony was taken on January 29, 1982 in this matter and appears on page 97 through the middle of page 146 of the transcript. The last best offer by the Employer was submitted in a letter dated February 9, 1982, reading:

The Sheriff shall compile a list from Departmental Directors, Jail Administrators and Police Inspectors to conduct Inspector's Hearings. Assignments to Conduct Inspector's Hearings shall be on a rotational basis.

The last best offer by the Employees was submitted by cover letter of February 11, 1982. It reads:

ARTICLE VIII, PART C, SECTION 1A

An Inspector from a division other than that of the accused member shall conduct the "Inspector's Hearing." In the event the Sheriff demonstrates to the Union's satisfaction that an Inspector is not available to conduct the Hearing, the following procedure shall apply:

1. Prior to each Hearing, the Sheriff shall provide to the Union a list of all the Lieutenants from divisions other than that of the accused member.
2. The Union may strike all but one name off the list.
3. In the event more than one individual remains on the list, the Sheriff may then designate

one of the remaining Lieutenants to conduct the Hearing.

This discipline hearing by the terms of the previous Contract was designated as an Inspector's Hearing and could be conducted only by an Inspector "from a division other than that of the accused member." No other member of the Sheriff's Department could conduct this hearing. The Employer seeks to enlarge the group of persons from whom the Sheriff may designate one person to conduct the Inspector's Hearing and to delete the requirement that the assigned Inspector be from a division other than that of the accused member. Testimony on behalf of the Employer reveals that the number of Inspectors in the Department has been very substantially reduced and the remaining number of Inspectors is not adequate to conduct these hearings in accordance with the previous Contract language.

Uncontroverted testimony established that the discipline imposed by an Inspector's Hearing cannot exceed a seven-day suspension and is utilized by the Sheriff in his discretion to deal with charges of misconduct not requiring a greater discipline. Further, there is an appeals process provided from the decision of the Inspector's Hearing.

Testimony on behalf of the Employer indicated that the great majority of discipline matters have come out of the Jail Division and the Jail annex in contrast to the only other division presently having an Inspector: the Court Division. Thus, the Employer claimed, to continue the requirement of only an Inspector from a different division would unduly burden the Court Division. The Employer's witness also testified that the limiting language was originally established so that, "The Inspector...would not be trying one of his own personnel."

The Employer's witness also testified that the Jail Administrators and Departmental Directors are not assigned to a division and thus would not be so closely associated with individual Deputies so as to be biased in any direction in

conducting an Inspector's Hearing.

Testimony on behalf of the Union recognized the reduction in the number of Inspectors in the present organization to two Inspectors and one Senior Inspector, but speculated that an expansion from the present size of the Department by additional contract services could lead to the appointment of additional Inspectors. Further, testimony on behalf of the Union was that the number of Inspectors' Hearings was not a great burden and, in fact, negotiations between the Union on behalf of the charged Deputy and the Department frequently resulted in resolutions of the problem after an Inspector's Hearing was scheduled, but before it was conducted. The Union position was that there are currently sufficient Inspectors to continue the present contract provisions, especially in the light of the prerogative of the Sheriff to order either an Inspector's Hearing or a Trial Board Hearing. The latter would require the attendance of three persons from the Department on the Board in contrast to a single person in the Inspector's Hearing.

The Union Representative also testified extensively in support of continuing the use of Inspectors because of their accumulated experience in policies and procedures of the Department and their familiarity with the due process requirements of legal proceedings.

The response of the Union Representative to a hypothetical question by the Chairman was especially helpful in gaining an understanding of the Union's position regarding the qualities deemed necessary in the personality of the person conducting the Inspector's Hearing to ensure a fair, impartial and objective hearing and decision. This witness concurred with the suggestion of the Chairman to allow Lieutenants with ten years of experience to conduct these hearings, provided the Sheriff submit a list of three names from which the Union might strike one name and the Sheriff might appoint either of the remaining two.

Further, the Union's witness supported the County suggestion of enlarging the eligible group to the extent of specifically supporting the use of two individuals now occupying positions included in the County's proposal.

FINDINGS OF FACT:

The award is based on the following findings of fact supported by competent, material and substantial evidence in that part of the record pertaining to this issue.

- a) The parties agreed and stipulated that Wayne County is the Employer and the Employees are Deputy Sheriffs within the Sheriff's Department of Wayne County and are engaged in fulfilling the responsibilities of the Department. Thus, the required element of the authority of the Employer is established.
- b) The parties agreed and stipulated that this issue is non-economic and is limited to the designation of the individual to conduct the discipline hearing which by other provisions of the Contract is limited to imposing discipline not to exceed a seven-day suspension.
- c) No testimony was offered by either party directly bearing on this issue regarding factors (c), (d), (e), (f), or (g), Section 9 of Public Act 312 of 1969, as amended.
- d) Within the scope of factor (h) of Public Act 312, it is found that the number of Inspectors in the Department has been very substantially reduced.
- e) The responsibility of the Sheriff for supervising the performance of these Employees is impeded by the provisions of the previous Contract in light of the structural changes in the Department.

- f) Continuing the language of the previous contract may force the Sheriff to conduct a trial board meeting in discipline matters and would defeat the overall plan of the established discipline procedure, i.e., to have one system of discipline for matters of lesser infractions with a single command officer conducting the hearing and a system of considering more serious charges by a three-member panel of command officers.
- g) The previous requirement that the Inspector be from a division different from the charged employee is valid and fair. It reduces possible bias on the part of the officer conducting the hearing, and provides for the important element of not only impartiality, but the appearance of impartiality.
- h) The use of department heads and administrators, as requested by the Employer, will provide the additional personnel required for the effective handling of this management responsibility.
- i) The objection of the Employees to the use of department heads and administrators on the basis that these positions will not always be occupied by persons of sufficient experience to understand the operations of the Department and the requirements of a fair hearing is satisfied in the award by restricting the use of department heads and jail administrators to those possessing ten years' experience in the Department.
- j) It is possible during the life of this Contract that this provision will still not provide the Sheriff with sufficient choice to provide for effective management. The use of a Lieutenant

to conduct this level of discipline will provide the Sheriff with a larger pool of command officers to utilize.

- k) The concern of the employees that the person conducting the hearing will be "objective and fair, they have some kind of training or some experience in the court room, and a knowledge of different rules that are involved in the Rules of Evidence, the procedures within a trial board proceeding. We would expect him to know what makes cops kick, basically" (transcript, p. 138), is valid. The restriction in the award requiring the Lieutenant to have ten years' experience, and the further provision for the Employees to strike two names from the list of three will fulfill the goals identified by the Employees.

AWARD re INSPECTOR'S HEARING

INSPECTOR'S HEARING or
TRIAL BOARD PROCEEDINGS

PART C

SECTION 1:

- A) For the purpose of conducting each Inspector's Hearing, the Sheriff may appoint one of the following:
- 1) An Inspector from a division other than that of the accused member;
 - 2) A Jail Administrator possessing at least ten years' employment experience in the Sheriff's Department;
 - 3) A Departmental Director possessing at least

ten years' employment experience in the Sheriff's Department.

4) The Lieutenant remaining on a list established in the following manner:

- a) Prior to each Inspector's Hearing, the Sheriff shall provide to the Union a list of three Lieutenants, each possessing at least ten years' employment experience in the Sheriff's Department.
- b) Each listed Lieutenant shall be from a division other than that of the accused member. In this instance, the Jail and the Annex are to be considered as separate divisions.
- c) The Union shall return the list to the Sheriff within ten (10) calendar days of its receipt, deleting two of the listed Lieutenants.

RETIREE BENEFITS

By joint agreement and stipulation, the parties advised that:

- 1) The arbitration award under Public Act 312 of 1969, as amended, dated June 20, 1978 (Union Exhibit Number 10), provided the basis for the text of the bargaining agreement jointly offered and received as Exhibit Number 4 covering the period of July 1, 1977 through November 30, 1979.
- 2) Article XXXIV of Exhibit Number 4, entitled Retirement, provides, in part, as follows:

Section 6.

Effective July 1, 1977, all past members of Local 502 who have retired and present members of Local 502 who shall retire shall receive the

cost of living allowance equal to 65% of the cost of living allowance received by active members of Local 502 (based on 2,080 hours) on a pro-rated basis. Said contribution shall be equal to one (1¢) cents for each .04 added to the consumer price index for the Detroit Metropolitan Area and said increases shall be paid on a quarterly basis with the first payment due and owing on or about the retirement check payable September 19, 1977.

Section 7.

The Employer shall provide to each retired member the Equitable Major Medical Benefits.

Section 8.

The Employer shall provide voluntary check off of Union dues and group automobile insurance for all retired members. Said check off shall be in accordance with the provisions of this Agreement.

- 3) Sections 6, 7 and 8 of Article XXXIV of Joint Exhibit Number 4 were never implemented during the duration of the agreement, nor since its expiration date.

- 4) This is an economic issue (Exhibits 82 and 83).

Joint Exhibits 71A, 71B, 71C, & 71D and 71E were received and constitute copies of a series of Orders of the Michigan Supreme Court in the litigation between the parties over implementing and executing the arbitration award of June 30, 1978. These benefits have never been implemented.

From the very beginning of these proceedings before this Chairman, the position of the respective parties has remained constant. The Union seeks a continuation of the benefits provided in Article XXXIV, Sections 6, 7 and 8. The Union holds that all of the conditions which persuaded the Arbitrator in the 1978 award still pertain.

Exhibit 81 is a portion of a brief submitted by the Union to the Michigan Court of Appeals and to the Michigan Supreme Court in connection with its efforts to gain implementation of this award of the prior contract. Therein, the Union asserts that retiree benefits are a mandatory subject of bargaining under PERA (MCLA 423.201) and further that Public Act 312 is

designed for the resolution of all disputes except grievances under the contract. The Union argues that the statute "is geared to the dangers inherent in police service and firefighting and is not limited to 'active employees'." The brief cites MCLA 423.2 defining disputes and labor dispute as basis for jurisdiction.

The Union does not recognize the difference between bargaining for future retirement benefits on behalf of the present employees and bargaining for increased benefits for former or retired employees.

The Employer holds that the matter of benefits for retirees is beyond the jurisdiction of the Panel; that Public Act 312 of 1969, as amended, limits by its text consideration of labor disputes relative to employees only; that this issue, therefore, is not a mandatory subject of bargaining; that if the issue is a mandatory issue, the the benefits are not part of the existing Contract because of the action of the Supreme Court and because of the action of the Employer in the terminating letter to the Union of September 25, 1981 (Employer's Exhibit Number 2), and finally, if this is a mandatory issue, these benefits are not warranted because the retirees of the Sheriff's Department have received several pension increases, along with all other County retirees through the action of the legislative body of the employer, the Wayne County Board of Commissioners.

The extensive testimony on behalf of both sides was provided during the session of January 29, 1982. The employer's Exhibit Number 80 is an excerpt of a brief in support of the employer's position regarding this issue.

Finally, pertinent to this issue are the "last best offers" by the parties. Union Exhibit Number 83 is the Union offer and reads as follows:

I. RETIREMENT

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of

the economic issue of cost of living allowance for retirees. The Union's last offer is to maintain the status quo as found in Article XXXIV, Sections 6, 7 and 8 of the collective bargaining agreement. The provision is to be maintained (with the appropriate date changes) as follows:

Section 6

Effective ~~July-17-1977~~ December 1, 1979, all past members of Local 502 who have retired and present members of Local 502 who shall retire shall receive the cost of living allowance equal to 65% of the cost of living allowance received by active members of Local 502 (based on 2,080 hours) on a prorated basis. Said contribution shall be equal to one (1¢) cent for each 0.4 added to the Consumer Price Index for the Detroit Metropolitan Area, and said increase shall be paid on a quarterly basis with the first payment due and owing on or about the retirement check payable ~~September-197-1977~~ December 14, 1979.

Section 7

The employer shall provide to each retired member the Equitable Major Medical Benefits.

Section 8

The employer shall provide voluntary check off of Union dues and group automobile insurance for all retired members. Said check off shall be in accordance with the provisions of this Agreement.

The Employer's Exhibit Number 82 is its "last best Offer" and reads as follows:

I.

Article XXXIV, Section 6:

The County requests the demand to continue a Cost of Living Clause for Local 502 Retirees be rejected based upon evidence submitted both on the merits and

legal position of the County. There is presently adequate mechanisms to provide adjustments.

II.

Article XXXIV, Section 7:

The County requests the demand to continue language which provides Master Medical Benefits for Retirees be rejected based upon evidence submitted both on the merits and legal position of the County. There are presently adequate mechanisms to provide for Retiree Benefits.

III.

Article XXXIV, Section 8:

The County requests the demand to continue the language which provides check off for Union Dues and Automobile Insurance be denied as there is no means to accomplish these check-offs in the Retirement System Payroll Program.

During the hearing of January 29, 1982, in connection with receiving these last best offers as exhibits, the Chairman sought clarification as to whether or not the parties considered these last best offers as a single response or a response of separate elements which could be adopted in whole or in part. (See transcript, beginning p. 149, more particularly beginning bottom of p. 154, through middle of p. 156.) The matter was clarified in that the County's offer was submitted as a single, total response. The Union's offer was submitted with the understanding that the three sections could each be considered as separate and distinct, awarded or denied individually.

This is as close as the parties ever came to dealing with the distinction between benefits for employees as future retirees, and present retirees who are no longer employees.

FINDINGS OF FACT:

- a) The term employee is not defined by Public Act 312 of 1969, as amended, although it is used very

extensively. Section 1 of the statute, in announcing the public policy of the State, speaks of prohibiting the right of employees to strike. Section 2, in defining Public Police and Fire Departments, speaks of employees engaged as policemen or in fire fighting, or subject to the hazards thereof.

- b) The definition of employee as it appears in Webster's Third New International Dictionary (Unabridged), published by G. & C. Merriam Company, 1976, reads:

"1) One employed by another, usually in a position below the executive level and usually for wages; 2) In labor relations: Any worker who is under wages or salary to an employer and who is not excluded by agreement from consideration as such a worker."

The same source defines worker as:

"1) Doer, creator; 2) a: Laborer, toiler, b: One who is employed especially at manual or industrial labor for a wage; c: One who works in a particular field of industry, or with a particular material - often used in combination; d: A member of the working class."

In contrast, the definition of retiree from the same source is, "One who retires from his vocation." To retire is further defined in the same source under definition number 4, "To withdraw from office, public station, business occupation or active duty."

- c) This issue is beyond the scope and jurisdiction of the statute.
- d) This issue pertains to providing benefits for persons who are no longer employees, persons who are no longer within that group of people who are prohibited from striking, persons who are no longer engaged "as policemen or in fire fighting or subject to the hazards therein."
- e) Retirees are no longer "employees" covered by the

terms of the last contract between the parties (Joint Exhibit 4). Article IV of this Contract, entitled Payment of Union Dues, provided for the collection by the Employer on behalf of the Union of Union Dues of Employees. Retirees no longer are required to pay Union Dues. At page 154 of the transcript, testimony on behalf of the Union is set forth that union dues for retirees are on a voluntary basis.

- f) It is, therefore, found that retirees are no longer subject to the authority of either the employer or the union and thus cannot be considered entitled to the rights or subject to the responsibilities of Public Act 312 of 1969, as amended.
- g) It is found that this issue is not within the jurisdiction of the statute because the benefits sought are exclusively for retirees; those who have left the ranks of employees. The benefits sought are not on behalf of employees to become effective upon their retirement. The difference must be clearly recognized. Pension benefits of employees to be implemented upon the employee's retirement can constitute a dispute subject to resolution under the jurisdiction of Public Act 312. Pension benefits for persons no longer employees no longer constitute a dispute under this statute.
- h) The status of retirees as being beyond the scope of Public Act 312 is further established in Allied Chemical Workers Union v. Pittsburgh Plate Glass, 404 US 157 (1970) at page 176:

"...industrial practice cannot alter the conclusions that retirees are neither 'employees' nor bargaining unit members.... Common practice cannot change the law and make into bargaining unit 'employees' those who are not." 404 US at 176.

And further, at page 187:

"By once bargaining and agreeing on a permissive subject, the parties, naturally, do not make the subject a mandatory topic of future bargaining."
404 US at 187.

In this same matter, the Court of Appeals in its Opinion reported at 427 Fed 2d 942 at page 166, says:

"Nowhere in the history of NLR Act is there any evidence that retired workers are to be considered or within the ambit of the collective bargaining obligation of the statute."

And, further:

" 'Employee' (is) not to be stretched beyond its plain meaning embracing only those who work for another for hire."

AWARD

Therefore, in accordance with Section 8 of the statute regarding economic issues in dispute, the last best offer of the Employer is adopted in whole as follows:

I.

Article XXXIV, Section 6:

The County requests the demand to continue a Cost of Living Clause for Local 502 Retirees be rejected based upon evidence submitted both on the merits and legal position of the County. There are presently adequate mechanisms to provide adjustments.

II.

Article XXXIV, Section 7:

The County requests the demand to continue language which provides Master Medical Benefits for Retirees be rejected based upon evidence submitted both on the merits and legal position of the County. There are presently adequate mechanisms to provide for Retiree Benefits.

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The County requests the demand to continue the language which provides check off for Union Dues and Automobile Insurance be denied as there are no means to accomplish these check-offs in the Retirement System Payroll Program.

ARTICLE 14

Shift Preference and Transfers

By stipulation and agreement of the parties, the third unresolved issue submitted at the close of testimony on January 29, 1982 is noneconomic and concerns the text of Article 14, entitled Shift Preference and Transfers.

No testimony was offered by either party. The last best offers of the parties were submitted (Exhibit 78 by the Employer and Exhibit 79 by the Union), with the transcript quoting the Chairman, "Should it appear in the best interests of all parties to take testimony we will reconvene and reopen the record." The parties were in agreement with this procedure (Transcript, pp. 95, 96 and 97).

The Chairman's review of the record in preparation for drafting this Award and Opinion revealed that the statutory requirements were not fulfilled with regard to this issue. Other than the last best offers, the whole record is bare of competent, material and substantial evidence as required by 423.242 MCLA.

The decision of the Chairman to reconvene the hearing for the purpose of taking testimony regarding this issue was communicated to the parties. Further, in accordance with Section 7a of the statute (423.237a MCLA), the Chairman remanded this issue to the parties for further collective bargaining.

By letter of March 19, 1982 to the Chairman, jointly signed

by the representatives of the parties, the Chairman was furnished with the jointly agreed text of Article 14, entitled Shift Preference and Transfers, to be incorporated into Joint Exhibit 1. This has been done.

The scheduled hearing was cancelled.

The parties having resolved this issue in accordance with the statute, no award in reference to it is necessary.

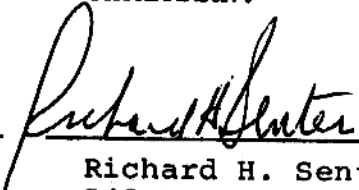
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EMPLOYEE'S DELEGATE:

CHAIRMAN:

EMPLOYER'S DELEGATE:

Ronald R. Helveston
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Detroit, Michigan 48226



Richard H. Senter
543 N. Rosedale Ct.
Grosse Pointe Woods
Michigan 48236

Dudley Sherman
2204 N. Melborn
Dearborn, Michigan 48128

DATE:

DATE:

Mar 24, 1982

DATE:

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CHAIRMAN:

EMPLOYER'S DELEGATE:

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Dudley Sherman
Dudley Sherman
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Dearborn, Michigan 4812

DATE: *March 26, 1982*

DATE: *Mar 24, 1982*

DATE:

*The employee delegate
dissents on the issue
of "Retirement" Award
pages 17 and 18.
R.R.H.*

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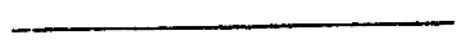
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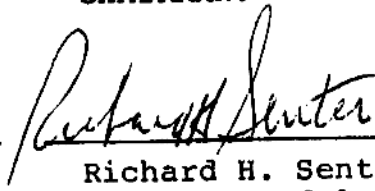
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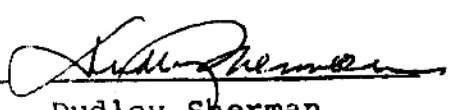
EMPLOYEE'S DELEGATE:

CHAIRMAN:

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Dudley Sherman
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DATE:

DATE: *Mar 24, 1982*

DATE: *Mar 29, 1982*

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APPENDIX NUMBER 1EXHIBITS

<u>Type</u>	<u>Number</u>	<u>Item</u>	<u>Date Offered</u>	<u>Date Rec'd.</u>
Joint	1	Tentative agreements	10/21/81	12/4/81
		reoffered w/stipulation		
Joint	2	R. Helveston letter to Chmn. Senter of Oct. 20, 1981 re: Union's position on issues as economic and non-economic, and Union's delineation of County's position	10/21/81 reoffered 12/4/81	12/4/81 12/4/81
Joint	3	N. Tounsel memo re: County's statement of issues and designation of economic or non-economic dated Oct. 21, 1981	10/21/81 reoffered 12/4/81	12/4/81
Joint	4	1977-79 collective bargaining agreement	10/21/81	10/21/81
Joint	5	1974-77 collective bargaining agreement	10/21/81	10/21/81
Joint	6	1972-74 collective bargaining agreement	10/21/81	10/21/81
Joint	7	1969-71 collective bargaining agreement	10/21/81	10/21/81
Joint	8	M. David Keefe Act 312 Award	10/21/81	10/21/81
Joint	9	Alan Walt Act 312 Award	10/21/81	10/21/81
Union	10	Haber Act 312 Award	10/21/81	10/21/81
Union	11	Background - Wayne County and Patrol & Investigation Div. (7 pages)	10/21/81	10/21/81
Union	12	Organizational Chart - Wayne County Sheriff's Department	10/21/81	Deferred
Union	13	Wayne County Highway Map	10/21/81	10/21/81
Union	14	Wayne Cty. Sheriff's Dept. Rules & Regulations Manual	10/21/81	10/21/81
Union	15	Proposed Home Rule Charter - Wayne County	10/21/81 reoffered 11/13/81	11/13/81
Union	16	SEV - Michigan Counties	10/21/81 reoffered 11/13/81	11/13/81
Union	17	Newspaper Article of Oct. 19, 1981 by Tom Hundley, DFP, re: Wayne County Budget Improvement	10/21/81	Deferred
Union	18	Guide to Parks and Parkways-- Wayne County	10/21/81	10/21/81

Exhibits (cont'd.)

<u>Type</u>	<u>Number</u>	<u>Item</u>	<u>Date Offered</u>	<u>Date Rec'd.</u>
Union	19	Memo from Sheriff Lucas to deputies re: necessity to use weapon properly while off duty	10/21/81	10/21/81
Union	20	David Davis citation for services performed while off duty, involving weapons	10/21/81	10/21/81
Union	21	David Walker citation for services performed while off duty, involving weapons	10/21/81	10/21/81
Union	22	Gun Allowance - comparables	10/21/81	10/21/81
County	23	Total personal income; percentage change in per capita personal income; general revenue and direct general expenditures; govt. employment and payrolls; receipts and payments of employee retirement.	11/13/81	11/13/81
County	24	Comparability Admitted as indicated	11/13/81	11/13/81
Union	25	Second chance Vest (subject to call of County to City to verify)	11/13/81	11/13/81
Union	26	Second Chance Vest (Advertisement) pages. A-0	11/13/81	11/13/81
Union	27	Clothing Allowance Comparables	11/17/81	11/17/81
Union	28	Replacement of Clothing & Accessories	11/17/81	11/17/81
Union	29	Cleaning Costs (4-page exhibit)	11/17/81	11/17/81
Union	30	Clothing & Cleaning Data Summary	11/17/81	11/17/81
County	31	Cope Arbitration Award # 54390761-73 Alan Walt, Arbitrator	11/20/81	11/20/81
County	32	Johnson Arbitration Award # 79-001,002,003	11/20/81	11/20/81
Union	33	Task Force Report: the Police--President's Commission on Law Enforcement and Administration of Justice (Training & Education	11/20/81	11/20/81

Exhibits (cont'd.)

<u>Type</u>	<u>Number</u>	<u>Item</u>	<u>Date Offered</u>	<u>Date Rec'd.</u>
Union	34	Grievance Report #80-136 dated 3-4-80 for violation of Art. 32 re: Training and Education	11/20/81	11/20/81
Union	35	Training and Education Comparables	11/20/81	11/20/81
Union	36	Cost of Acquiring a Degree in Law Enforcement or Related Area	11/20/81	11/20/81
County	37	502 members Application for tuition reimbursement to Civil Service Comm. for 1978 year which have been granted	proposed 12/4/81	no action
Union	38	Fenton Grievance #78-105, CA No. 54 39 0638 78 re: tuition reimbursement	12/4/81	12/4/81
Union	39	Survey - Annual Leave Comparables	12/11/81	12/11/81
Union	40	Comparables - Number of Days at 16 Years	12/11/81	12/11/81
Union	41	Comparables - Maximum Number of Days	12/11/81	12/11/81
Union	42	Cost of Union's Annual Leave Proposal	12/11/81	12/11/81
County	43	Total Compensation Chart for County's Comparables (Fringe Benefits Comparison)	12/11/81	
County	44	Leave Comparison Between 502 and Other County Bargaining Units	12/11/81	12/11/81
County	45	Pages 36-39 from Haber Act 312 Award "Sabbatical & Annual Leave"	12/11/81	12/11/81
County	46	Pages 47-49 from Haber Act 312 Award "Longevity"	12/11/81	12/11/81
Union	47	Breathalyzer Operator - Explanation of training, etc. (2 pages)	12/11/81	12/11/81
Union	48	Breathalyzer Operator - Comparable	12/11/81	12/11/81

Exhibit (con't.)

<u>Type</u>	<u>Number</u>	<u>Item</u>	<u>Date Offered</u>	<u>Date Rec'd.</u>
Union	49	Breathalyzer Operator Training Program (21 pages)	12/11/81	12/11/81
County	50	Secondary Roads Supplemental Agreement 1-29-79 between Akhtar (502) and Lucas (Sheriff)	12/15/81	12/15/81
Union	51	Essay-Comparable Communities	12/15/81	deferred
Union	52	Statistics on Comparable Communities; i.e., population, size, SEV (1981), per capita income, # occupied dwellings (1970)	12/15/81	12/15/81
Union	53	Wayne County compares with Detroit metropolitan areas	12/15/81	12/15/81
Union	54	Square miles of comparables	12/15/81	12/15/81
Union	55	Population of comparables	12/15/81	12/15/81
Union	56	SEV: 1980 and 1981 from Mich. St. Tax Commission	12/15/81	12/15/81
Union	57	Rates of compensation: Union proposal, 2 pages	12/15/81	12/15/81
Union	58	Rates of compensation and years to full pay for comparable communities	12/15/81	withdrawn 12/15/81
Union	58A	Corrected exhibit above	1/19/82	1/19/82
Union	59	Contract expiration dates, comparables	12/15/81	12/15/81
Union	60	Disparity in rates of compensation	1/19/82	1/19/82
Union	61	Police Officer comparison - Wayne County v Detroit	1/19/82	1/19/82
Union	62	Consumer Price Index	1/19/82	1/19/82
Union	63	Consumer Price Index - Summary	1/19/82	1/19/82
Union	64	BLS Consumer Price Index for the Labor Law Guide	1/19/82	1/19/82
County	65	2-page letter from Edward Bobowski to Bd of Comm's re: cost package	1/19/82	deferred
County	66	Budget Communication from Bd of Auditors to Bd of Comm's 1981 Session, County of Wayne	1/19/82	
County	67	Budget Estimates recommended by the Bd of Comm's for the year ending Nov. 30, 1982, County of Wayne	1/19/82	

NUPO
Exhibits
(cont'd)

<u>Type</u>	<u>Number</u>	<u>Item</u>	<u>Date Offered</u>	<u>Date Rec'd.</u>
County	68	Wayne County Budget Resolution Summary of 1981-82 Budget Amendment authorized by Bd of Comm'rs	1/19/82	
County	69	Retirement List	1/29/82	1/29/82
Joint	70	Retirement Ordinance	1/29/82	1/29/82
Joint	71	A. Oct. 10, 1978 B. Nov. 28, 1978 C. April 20, 1979 D. Sept. 29, 1980 E. April 1, 1981	1/29/82 1/29/82	1/29/82 1/29/82
County	72	County letter to NUPO 502 re: notification of termination of collective bargaining agreement dated Sept. 25, 1981	1/29/82	1/29/82
Union	73	BLS breakdown of categories used in CPI	1/29/82	1/29/82
Union	74	Pension v purchasing power	1/29/82	1/29/82
Union	74A	Amend - pension		
Union	75	Graph - pension and purchasing power	1/29/82	1/29/82
Joint	76	1980-81 actuarial valuation	1/29/82	1/29/82
Joint	77	1977 audit of pension system	1/29/82	1/29/82
County	78	County LBO shift preferences and transfers (4 pages)	1/29/82	1/29/82
Union	79	Union LBO shift preferences and transfers (4 pages)	1/29/82	1/29/82
County	80	County - excerpt from County legal brief on retirees benefits (5 pages)	1/29/82	1/29/82
Union	81	Union - excerpt from Union legal brief on retirees benefits	1/29/82	1/29/82
County	82	County Last Best Offer - retirees benefits, Art. 34, Sec. 6, 7,8	1/29/82	1/29/82
Union	83	Union Last Best Offer-retirees benefits, Art.34, Sec.6,7,8	1/29/82	1/29/82