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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

In the Matter of Arbitration Conducted In Accordance
With Act 312 of 1969 as Amended Between

WAYNE COUNTY

and

WAYNE COUNTY SHERIFFS' LOCAL 502
SEIU, AFL-CIO

MERC Case No. D96 I-2163

Wayne County

Impartial Arbitrator and Chairperson: Jack Stieber
County Delegate: Huey Ferguson
Union Delegate: Vincent Gregory

Appearances: For the County - Brian S. Ahearn, Esq.
For the Union - George H. Kruszewski, Esq.

Background

The undersigned was appointed to serve as Impartial Arbitrator and Chairperson by letter dated October 24, 1997, signed by Commission Chairperson Maris Stella Swift.

A telephone conference between the Chairman and the parties' attorneys was held on December 19, 1997, during which procedures to be followed, hearings location, anticipated hearing dates and other matters were decided. The parties agreed that it would be necessary to extend hearings beyond 30 days from the first hearing date. A copy of the understandings reached in the conference call was mailed to the Commission on December 29, 1997.

Hearings were held on the following dates: February 25, 26; March 5, 6; April 10; May 1, 14, 19, 26, all in 1998. A transcript was taken of the hearings. All witnesses who testified were sworn.

Final offers of settlement dated June 11, 1998, were submitted and exchanged between the parties. Post-hearing Briefs dated July 22, 1998, were submitted and exchanged between the parties. Executive meetings between the Chairman and the County and Union delegates were held on August 7 and September 9, 1998.

The parties and the arbitration panel stipulated to the following issues in dispute.

Non-Economic Issues:

1. Residency
2. Job Assignments - Airport Detective Bureau

Economic Issues:

1. Wages
2. Retirement - General Provisions
3. Retirement - Defined Benefit Plan No. 1
4. Retirement - Defined Benefit Plan No. 2
5. Retirement - Defined Benefit Plan No. 3
6. Retirement - Defined Benefit Plan No. 4
7. Overtime (6th Day of the Week)
8. Overtime (7th Day of the Week)
9. Holidays

10. Long Term Disability - Benefit Level
11. Long Term Disability - Insurance
12. Workers' Compensation - Supplemental Pay
13. Workers' Compensation - Sick and Annual Leave Accrual
14. Workers' Compensation - Insurance Benefits
15. Mileage Allowance

Act 312 as amended provides that the arbitration panel shall base its "findings, opinions and order upon the following factors, as applicable":

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

In arriving at his decision, the Chairman has considered the above-noted factors insofar as they were deemed relevant to the issues in dispute. In considering the final offers on each issue, the panel is responsible for adopting the one which, in its totality, "more nearly complies with the applicable factors prescribed in Sec. 423.239." This may result in choosing an offer which, though preferable to the other available offer, may contain one or more elements that the panel would not have chosen had it had the option of picking and choosing among individual parts of the provision in dispute. The law does not give the panel this option.

Jack Stieber

Labor Arbitrator

231 Lexington Avenue
East Lansing, Michigan 48823

517 - 337-2378

October 8, 1998

TO: Huey A. Ferguson
Vincent Gregory
Brian Ahearn, Esq.
George Kruszewski, Esq.
Michigan Employment Relations Commission

Huey Ferguson has called my attention to an error in my decision in the Wayne County-SEIU Local 502, Act 312 arbitration.

Page 3, Lines 3-4 should read: Employees hired before December 1, 1994, will not be required to establish or maintain such residence.

Please make this change in your copy of the decision. This correction does not affect the substance of the decision.

Sincerely,


Jack Stieber
Arbitrator

OCT 13 4:10:31
STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

The opinion, interpretation and analysis which follows is solely that of the Chairman and does not necessarily reflect the views of the other panel members. The Award alone indicates the votes of the Chairman and the other Panel members.

NON-ECONOMIC ISSUES

1. Residency

The current provision in the 1993-1996 Contract provides that "Employees hired on or after December 1, 1994, shall be required to establish and maintain a bona fide residence in the County of Wayne and otherwise in accord with ordinance 94-104." Employees hired after December 1, 1994, will not be required to establish or maintain such residence. (Jt.-1, Art. 41.01)*

The County proposes deletion of the current provision and addition of the following provisions:

"41.01. Employees hired on or after March 1, 1977 who now reside in Wayne County, and all employees hired on or after December 1, 1994, shall be required to maintain their principal residence in the County of Wayne, as required by Wayne County Commission (Ordinance 96-371 adopted July 2, 1996). Principle residence shall mean the place at which a person and his or her dependents usually eat, sleep, and maintain a household. An employee can have only one (1) principal residence.

"41.02. Employees hired on or after December 1, 1994, and required to maintain Wayne County residency, shall establish residency in Wayne County within six (6) months of their date of hire."**

Ben Washburn, Commission Counsel, testified that there were three reasons for the proposed change:

1. The Commission wants County employees to spend their money within the County.
2. Off-duty police officers living in the County provide added protection for residents.

*Exhibits are identified as follows: Jt. = Joint exhibits; C = County exhibits; U = Union exhibits.

**Final offers of the parties are attached to the decision.

3. Having officers living in the County provides a closer identification with the community. (IV 114-117)*

The Union notes that the current provision appears in all other collective bargaining agreements in the County and that the Commission acknowledges that before a change can be implemented it must be negotiated with the Union or be awarded in an Act 312 proceeding (IV 123-124). Mr. Washburn testified that within the last six or eight months, at least a dozen contracts have been negotiated with other units and only one, the contract with County cooks, a unit with about 54 employees, has approved a change. Other contracts covering more than 1000 employees have not complied with the new ordinance (IV 127). Union Vice-President Tom Bommarito testified that the current residency provision was arrived at through negotiation between the parties rather than through arbitration (IV 136).

Based on undisputed testimony it is clear that adoption of the County proposal on residency would result in Local 502 employees having different residency requirements than almost all other County employees. The fact that the current residency requirement was arrived at in collective bargaining rather than through arbitration lends added weight to the instant provision. The Union offer is therefore preferable to the County proposal and is adopted by the Panel.

Job Assignments

2. Airport Detective Bureau, Wayne County Airport Police

In a 1995 Act 312 Award, arbitrator George Roumell ruled that eleven detective positions in the Sheriff's Department should be discretionary. Eight Sheriff detective positions were already discretionary, i.e., that all transfers in and out of these assignments are to be at the discretion of management rather than by seniority among officers passing a test for the position (U-13 pp. 13-17). Airport detectives were not

*Transcript volumes are identified by Roman numerals, followed by page numbers.

at issue in that proceeding and were not included in the award. There are five airport detective positions, only one of which, the detective assigned to Internal Affairs, is discretionary. The other four positions were filled by testing and seniority. The County is proposing that these four positions be made discretionary.

Thomas Schmidke, Chief of Police at Detroit Metro Airport, testified that the duties of Airport and Sheriff's Department detectives are essentially the same. He said that he wanted to level the playing field between the Airport and the Sheriff's Department detectives by making them all discretionary. He also wanted to create some diversity among Airport detectives. Currently all four non-discretionary detectives are white, the Internal Affairs detective position is discretionary and is filled by a black male. Schmidke also noted that, on occasion, investigations require a female detective or one from a minority group. He said that it would also be desirable to have a multi-lingual detective. All of these objectives could more easily be accomplished by making the Airport detective position discretionary (V 8-10).

The Union noted that the County proposal deals only with movement of Sheriff's Department detectives to the Airport. Promotions to detective are based on test scores and seniority. Schmidke testified that currently when a woman or a person with a certain language ability is needed, he uses either a civilian from one of the airlines or contacts an outside agency which is under contract to supply a person who speaks the language. This sometimes means bringing in an individual from another state which involves added cost and time delay (V 18-19).

The Union opposes making the Airport detective positions discretionary for the following reasons:

1. Selection of a person based on gender or minority status would be illegal under Federal anti-discrimination law. Panel member Vince Gregory pointed out that the next two persons on the transfer list from the Sheriff's Department to Airport detective are African-American. Schmidke admitted that this might resolve the minority problem (V 21).
2. Conflicts could occur between the Airport and the Sheriff's Department when the Airport wants to appoint a Sheriff's Department detective to an Airport vacancy and the Sheriff refuses to authorize the transfer.

3. The need for a multi-lingual detective could not be met, given the fact that Metro Airport passengers come from all over the world and speak many different languages. No one person could fill the need to overcome the language problem.
4. Most important, from the Union viewpoint, is that making all Airport detective positions discretionary, coupled with the fact that all Sheriff's Department detective positions are already discretionary, would remove the only opportunity for Sheriff's detectives to bid into Airport vacancies on the basis of seniority.

Both the County and the Union have made cogent arguments in support of their respective positions. On balance the panel finds that the current situation has not presented any major problems and therefore should be continued for the duration of the new agreement. The Union offer is adopted.

ECONOMIC ISSUES

1. Wages

The County final offer provides for annual increases at each step, effective December 1 of each year, as follows: 1996 = 3.5%, 1997 = 3.0%, 1998 = 3.0%, 1999 = 4.0%

The County proposal also provides for annual step increases for all employees below Step 7 on their anniversary date during each year of the contract. Retroactivity for the first year of the contract will be paid only on the annual increases but not on the step increases. Retroactivity for the second year will be paid for both the annual increase and the step increase. Step increases will continue beyond the expiration date of the Contract. Employees hired after February 1, 1995, will not progress beyond Step 6 until completion of the Police Academy.

The Union final offer calls for a 3.0% increase at the entry level and 3.5% at the top of the scale (i.e. Step 7, Corporal and Detective) for each year. The percentage increases for Steps 2 through 6 will be as follows:

	<u>Effective 12/01/96</u>	<u>Effective 12/01/97-99</u>
Step 2	7.6%	3.1%
Step 3	9.2%	3.2%
Step 4	7.6%	3.3%
Step 5	6.0%	3.4%
Step 6	3.2%	3.4%

The variation in percentage increases is due to the Union proposal to equalize dollar increments between Steps 1 through 7. The dollar differences between steps are: \$2694 in 1996, \$2808 in 1997, \$2927 in 1998, and \$3051 in 1999.

The Union proposal calls for all officers to be adjusted on the scale by years of seniority upon implementation. All annual increases are to be effective on December 1 of each year of the contract. All step increases are to take place on the anniversary dates of all employees below Step 7 during each year of the contract and are to continue beyond the expiration date of the contract.

The final offers of the County and the Union differ with respect to the annual percentage increases, the equalization of dollar differences between Steps 1 through 7 each year, the adjustments in step increases based on years of seniority in the Union offer as opposed to limitation of one step per year in the County offer, and the omission of retroactivity for the first year of the contract for step increases in the County offer as compared with complete retroactivity for step increases in the Union offer.

The County final offer is preferred for the following reasons:

1. Its first year increase of 3.5% and its final year increase of 4.0% as opposed to the Union offer of 3.0% and 3.5%, respectively, results in an entry level salary that is \$125 higher than the Union's on 12/01/98 and \$387 higher as of 12/01/99. This should help recruitment of new officers which, both parties agree, has been a problem in the past. There are 254 officers or 21.65% of the total at the entry level. As of 12/01/99, the Union offer is only \$23 higher than the County's in Step 6 where there were 52 officers and \$217 higher in Step 7 with 227 officers. The

largest differences in favor of the Union offer as of 12/01/99 occur in Steps 2 through 5 due to the very high percentage increases in 1996 which were required in order to achieve the Union objective of equalizing dollar increments between steps.

2. The County offer on step increases, limited to one step each year, is more realistic than the Union offer that step increases be based on years of seniority. The Union argues that its proposal makes up for the fact that the last two contracts did not provide for step increases to continue beyond the contract expiration dates (V 29). While certain officers would move more than one step, the Union states that it was unable to cost its proposal because it did not know how many officers would be affected. Union Vice-President Bommarito testified that while he could not provide an accurate cost for the Union proposal on step increases, it might run as high as 7% to 10% (VII 28-29).

The Union proposal on step increases would, in effect, make up for what it considers to have been shortcomings in the last two contracts, one of which resulted from an Act 312 Award and the other through collective bargaining. But this arbitration panel should not be asked to correct what one party regards as defects in previous contracts. The County offer that step increases be limited to one per year and to continue beyond the expiration date of the new contract is more reasonable.

3. In addition to not allowing step increases on the basis of seniority, as the Union proposes, the County offer limits the cost of its offer by not allowing retroactivity for step increases in the first year of the contract and by providing that employees hired after February 1, 1995, will not progress beyond Step 6 until completion of the Police Academy. Usually, negotiations on a contract renewal would provide for retroactivity dating from the expiration date of the previous

contract. While the Chairman would have preferred to see this principle incorporated in the Award, he understands the County's need to limit the cost of its offer, having moved from its position during hearings by increasing its final year increase from 3.5% to 4.0%, and by providing for annual step increases during the term of the contract and continuing beyond the contract expiration date. The County's initial cost estimate for its offer before these changes were made in its final offer was \$12,468,276 (C-13D, VIII 20). With the changes, the cost will be considerably higher.

The final element by which the County has sought to limit its cost is by providing that employees hired after February 1, 1995, will not progress beyond Step 6 until completion of the Police Academy. It believes that this provision is justified because there is a substantial difference in authority and responsibility between officers who are certified and those who are not. Undersheriff Melvin Turner testified that "employees who have not completed the Police Academy and therefore are not certified as law enforcement officers are classified by police departments as 'police cadets'" (IV 68). In Wayne County, officers who are not certified are generally employed as jail guards who constitute about 62% of the total Local 502 membership (IV 30-37; VIII 14-18). According to the County, the compensation of employees "who function as jail guards compares extremely favorably with corrections officers performing similar duties at jails operated by employers" in other jurisdictions (Brief, p. 23; C-14B; VIII 123-126). The County further contends that with 63% of Local 502 members already certified, there is a surplus of certified officers in relation to the positions within the Sheriff's Department that actually require certification. "Accordingly, considering the tight fiscal constraints under which the County must function, it would not be prudent to spend the limited resources of the County on financing additional trained

officers when there is no current need for additional certified law enforcement officers or if the County determines that other needs warrant higher priority.” (Brief, p. 24)

The Union objects to the County proposal because it treats members differently based on whether or not they have been academy trained. It notes that while in the past the parties negotiated separate classifications of Police Officer I and Police Officer II, in a subsequent agreement the separate classifications were eliminated through negotiation and one police officer classification was reestablished (VII 11-12, 33). The “Union believes that it is unfair for non-certified members of the bargaining unit to be capped below full pay simply because the Department/County has not yet gotten around to sending them.” (Brief, p. 33)

The County has presented a strong case for differentiating between certified and non-certified officers. On the other hand, the Chairman believes that all members, regardless of their duty assignments, should be allowed and encouraged to attend the Police Academy and become fully certified. This also appears to be the County position when it states that “The provision that employees hired after February 1, 1995, will not progress beyond Step 6 until completion of the Police Academy will . . . encourage employees to attend the Police Academy . . .” (Brief, p. 23) The later statement that tight fiscal constraints make it not prudent to spend limited resources on financing additional academy trained officers appears to be at odds with the County wish to encourage all officers to attend the Police Academy. We hope that the County position applies only to the current fiscal situation so that all unit members will eventually have an opportunity to become fully certified.

Despite the Chairman’s reservations regarding the County position on retroactivity and the Academy, the panel cannot separate out parts of an issue from the issue as a whole. Act 312 mandates that “As to

each economic issue, the arbitration panel shall adopt the last offer of settlement which . . . more nearly complies with the applicable factors prescribed in Sec. 423.239.” The County offer is therefore adopted.

Retirement

Both the Union and the County have indicated that they wish to have the General Provisions and the four retirement plans treated as one issue.

2. General Provisions

Both parties have proposed additional subsections to this provision. They agree regarding medical benefits for employees retiring after December 1, 1997. They disagree on the years of service required for new employees hired on or after December 1, 1990, to be eligible for insurance and health care benefits. The County would limit such benefits to employees with 30 or more years of service upon retirement.

The Union proposes a new paragraph (G), which provides that “Employees meeting age, if any, and service requirements for normal retirement shall be eligible for post-retirement insurance health care benefits . . . effective December 1, 1990.” This paragraph, according to the Union “is merely intended to confirm this practice in the Contract” which allows employees hired after December 1, 1990, to retire after 25 years of service at age 55 (Brief, p. 34; VIII 46-47).

The County argued that its proposal was designed to standardize this provision with the County’s other bargaining units. The Union countered that Local 502 has had different retirement provisions than other units which was a “reflection of the stresses of police work and the fact that a police officer potentially can’t last 30 years in this job” (VIII 46) and that neither Local 3317 nor I.A.F.F. Local 741 with which Local 502 has traditionally been compared have agreed to this provision (C-13; Tab G). The Union

further noted that police officers in none of its other comparable communities had to wait five years beyond retirement for insurance coverage (U-15, 16, 17, 18, 19).

The Union offer also includes what is generally referred to as a "me too" provision, which provides that improvements made in another County unit retirement plan through negotiation or an Act 312 Award, shall also apply to members of Local 502. Such a provision also appears in other County bargaining units (VII 67).

3. Defined Benefit Plan No. 1

This Plan is applicable to full-time members of Local 502 employed by the County prior to October 1, 1983. There are currently approximately 120 members enrolled in Plan No. 1 (VII 53). Normal retirement for members in this plan is at 25 years of credited service without any age requirement (37.02 C). They contribute 4.25% of the first \$13,500 of annual compensation and 6.25% of annual compensation in excess of \$13,500. Employees eligible for normal retirement may retire with a pension benefit formula of 2.5% of average final compensation for all years of credited service. Employees retiring with less than 25 years of service receive a pension benefit based on a formula of 2% of final average compensation. The maximum retirement benefit may not exceed 75% of average final compensation regardless of the formula (37.02 F, G).

The Union proposes increasing the formula from 2.5% to 2.75% of average final compensation for all years of credited service. The formula for employees retiring with less than 25 years of service would remain at 2%. The County would retain the existing percentage of 2.5% for employees eligible for normal retirement.

The Union notes that Local 502 members enrolled in Plan No. 1 contribute more than other County employees in this Plan because only its members can retire after 25 years of service regardless of age (VII 67-68). Since the maximum benefit of 75% of average final compensation would not change, the Union argues, "the only impact would be that the individual would get there faster." (Brief, p. 38; VII 54) While the increase in the multiplier from 2.5% to 2.75% would increase the County's contribution rate, this would be offset by the members retiring earlier and reaching the maximum, which would remain at 75% of average final compensation, more quickly (VII 54). Union witness Bommarito testified that "there would be substantial savings at the back end of the program" since the County would be able to hire replacements at a lower salary (VII 61-62). On cross-examination, he admitted that the Union proposal had not been costed by an actuary (VII 62-63).

The County's final offer would delete the current contract paragraph 37.02 I.4 on "Transfer Options" which provides:

"If vested, freeze vested benefits in the Defined Benefit Plan No. 1 and opt for the Defined Contribution Plan detailed in Section 37.05." (i.e. Defined Contribution Plan No. 4)

4. Defined Benefit Plan No. 2

This Plan and Plan No. 4 are afforded to new employees. Union witness Bommarito estimated that it has approximately 35 to 38 members (VII 56). Normal retirement under this plan is 25 years of credited service at age 55, 20 years at age 60, or 8 years at age 65. There is no employee contribution as the Plan is totally funded by the County (37.03 B, G).

The County proposes no change in the current contract with respect to Plan No. 2. The Union proposes that the definition of normal retirement be changed to read: "Normal retirement shall mean twenty-five (25) years of credited service without any age requirement."

The County opposes this change in order to be consistent with other units in the County. The Union argues that its proposal would treat Plan No. 2 members the same as Plan No. 1 employees for whom normal retirement means 25 years of service with no age requirement. It again notes that the age requirement was eliminated from Plan No. 1 in recognition of the stressful nature of law enforcement work. Witness Bommarito testified that persons are often hired into law enforcement in their early twenties and that on average the hiring age is around 20 or 21. These employees would have to work for about 35 years before being eligible for normal retirement which, the Union argues, is far too long given the nature of their work (VII 60). The Union further notes that its proposal is justified by the fact that police officers in several other comparable jurisdictions define normal retirement as 25 years of service with no age requirement, in Dearborn, Detroit, Oakland County and Michigan State Police (U-15, 16, 19 and MCLA 38.1624[1]).

5. Defined Benefit Plan No. 3

This Plan is applicable to full-time members of Local 502 employed by the County from October 1, 1983 to March 30, 1986. It has about 45 to 48 members (VII 57).

The County proposes no changes to this Plan.

The Union proposes eliminating the age requirement for normal retirement for reasons noted in Plan No. 2.

The Union further proposes that retirement compensation be increased from 1.5% times average final compensation to 2.0% for the first 20 years, and to 2.5% for service over 20 years instead of over 25 years. It would delete the current multiplier of 2% per year for service between 20 and 25 years. Recognizing that this would increase costs to the County, the Union proposes to increase employee contribution rate from 3.0% of gross earnings to 3.67% for the first \$13,500 earned and 5.67% for earnings beyond \$13,500.

Union witness Bommarito testified that the proposed higher employee contribution rates are the same as they were for Plan No. 1 prior to the last collective bargaining agreement when that Plan was a 2% Plan (VII 57). On cross-examination, Bommarito admitted that the Union proposal had not been actuarially costed. He stated that there would probably be some additional cost for medical benefits for retirees as a result of removal of the age requirement for retirement (VII 62-63).

6. Defined Benefit Plan No. 4

This Plan is afforded to new employees. It is the largest of the four plans with an enrollment of about 1,000 out of the 1200 members in Local 502. Its members contribute not less than 1% nor more than 2.5% of gross wages to the Plan. The County contributes \$4.00 for each \$1.00 that the employee contributes and effective December 1, 1995, the County has been required to contribute \$5.00 for each \$1.00 the employee contributes after 20 years of service. The maximum combined yearly contribution by employee and Employer may not exceed \$7500. Retirement is defined as age 55 with 25 years of credited service, at age 60 with 20 years, and at age 65 with 8 years of credited service. A retired employee who has been removed from the payroll for non-duty disability is eligible for medical retirement (37.05).

Both parties have agreed on the language for several provisions of the Plan. Their offers do differ in a few respects.

The Union proposal changes the definition of retirement in subsection (F) to permit retirement at 25 years of service regardless of age. The County retains the current requirement that includes both credited service and age. The arguments pro and con were given under Plan No. 2.

The County would allow members to contribute 3% of gross wages after 20 years of service after December 1, 1999. The Union would permit all members to contribute 3% without regard to years of service. It argues that because of the compounding factor, allowing earlier contributions in a member's career would provide the greatest benefit upon retirement. The 4 to 1 Employer match required by the Contract would, according to the Union, not be too costly (Brief, p. 46).

The Union is opposed to the County proposal to eliminate subparagraph (G) which provides for medical benefits to employees retired for non-duty disability reasons. The County did not explain its reasons for this deletion. The Union believes that the County may consider this paragraph redundant because it is already covered in subparagraph (F), but absent an explicit explanation regarding such coverage, the Union wishes to insure that medical benefits for non-duty disabled employees be continued.

Both parties have presented reasoned arguments in support of their respective positions. The major defect in the Union offers is the failure to provide actuarially costed estimates for its proposals. The County offers, taken as a whole, more nearly comply with the applicable factors in Sec. 423.239 of Act 312 and they are adopted.

7. Overtime (6th Day of Week)
8. Overtime (7th Day of Week)

In the current agreement, members of Local 502 are entitled to be paid time-and-one-half (150%) for all hours of work on the sixth day worked of the workweek regardless of whether they took time off during the week. They are paid double-time (200%) for all hours worked on the seventh day of the workweek

providing that they worked the preceding leave day, again regardless of time taken off during the week (Art. 17).

The Union offer proposes no change.

The County proposes adding: "providing the employee actually works the regular forty (40) hours of straight time in the workweek. If not, hours worked on the sixth day will be compensated at straight time until the 40-hour requirement is met. For purposes of this paragraph, paid time off shall not constitute hours worked."

On the 7th day, the County again proposes that the employee must actually have worked the regular 40 hours in the workweek in order to receive double time. If not, work on the 7th day will be paid at straight time until the 40-hour requirement is met. Thereafter time worked during the following 8 hours will be paid at time-and-one-half. Paid time off shall not constitute hours worked.

Labor Relations Director Ferguson testified that the purpose of the County proposal was to reduce the cost of overtime and to help pay for the County's wage offer. He said that quite a bit of overtime was worked at the jail (VIII 29). He said that in fiscal year 1996, the cost of overtime "was somewhere in the area of four million dollars" (VIII 51). He admitted that part of the overtime problem was due to unfilled positions and that the Department was within its overtime budget last year (VIII 51-52).

Union Vice-President Bommarito testified that during negotiations the Union had agreed to accept the County proposals on overtime if the County would agree that if an employee was bypassed or "missed" for overtime, he or she would be paid at the appropriate overtime rate "for being missed." He said that the County rejected the Union counter-proposal (IX 123-124). Since the County's final offer does not include the Union proposal on "missed" overtime, the Union opposes the County's changes on overtime.

The Union argued that employees are entitled to be paid at premium rates for working on their leave days regardless of whether or not they missed a day of work during their normal workweek. This is time that they are sacrificing when they could be at home with their families or taking care of personal business.

The County noted that its proposal was designed to save on overtime in order to help pay for its wage offer. That argument was made before the County had submitted its final offer on wages which went well beyond its original position during negotiations on wages. This adds support to its need for relief on the cost of its offer. The County offers on overtime are adopted.

9. Eligibility For Holiday Pay

The current contract provides that in order to receive time off with pay for a holiday or the premium rate of 250% for working a holiday, an employee must work the scheduled days before and after a holiday, or have been granted the days off in advance.

The County has proposed new language which, it says, is designed to clarify and avoid ambiguities growing out of the existing provision. The County offer specifies that an employee must work "the entire scheduled shift" on both the days before and after the holiday. It also proposes an additional paragraph providing that the "Employer may request medical verification in order to be paid sick leave on a scheduled holiday."

The Union would eliminate the current requirement that an employee must work the scheduled days before and after a holiday in order to be eligible for holiday pay.

The Union contends that the requirement that employees must work their entire regularly scheduled shifts both before and after the holiday is unfair. Premium pay is appropriate regardless of whether the employee worked the day before or after the holiday because the person is deprived of spending the day

with family. The Union also opposes the County proposal that the Employer may request medical verification in order to pay sick leave to an employee who calls in sick on a scheduled holiday since there is already a process in place to identify sick time abusers. The Union notes that four out of five of its comparable communities do not require that an employee work the day before and after a holiday in order to be eligible for holiday pay (U-27).

The existing provision which is continued by the County with the clarification that the employee work the entire day before and after a holiday is not unreasonable. While the Employer verification on sick leave is unnecessary, the County proposal requiring work the day before and after the holiday is preferable to the Union's offer to delete this provision in the current agreement. The County offer is adopted.

10. Long Term Disability (LTD) (Monthly Benefit)

The current contract provides that, effective December 1, 1995, LTD would pay a member 60% of regular annual pay or a maximum of \$1900 monthly whichever is less (32.01). The County offer would increase the monthly benefit to \$2100. The Union offer would increase the monthly benefit to \$2300.

County witness Ferguson testified that \$2100 was in step with comparables in the County (IX 110-111). Union Benefits Representative John Chirkun testified that it was the Union objective that all members receive LTD benefits of 60% of their annual salary and, that at the top of the scale, detectives and corporals were not receiving a true 60% (IX 58). He also said that police officers are held to a higher medical standard than members of other bargaining units and need to be 100% physically fit to perform their duties which was not true for other employees. They therefore are more likely to need LTD benefits.

A comparison of LTD benefits at the \$2100 and \$2300 levels indicates that at the County offer of \$2100 per month, detectives, corporals and employees at Step 7 on the County wage scale as of 12/01/99

would receive \$384, \$201 and \$126 less than the 60% provided for in the Contract. At the Union proposal of \$2300 per month, detectives and corporals would still be below the 60% benefit. In order for more employees to receive the 60% of regular annual pay when on LTD, the Union offer is adopted.

11. Long Term Disability (Insurance)

The current contract provides that "Medical Insurance, Optical Benefits, Dental Insurance and Life Insurance will continue for up to two (2) years, as long as an employee is receiving long-term disability benefit payments." (32.03) The County offer would reduce the period for such benefits to a maximum of 18 months. The Union offer is to retain the current contract provision.

County Claim Manager for Risk Management Leigh Stepaniak testified that the separation period for an employee on personal leave for any reason is after 18 months and therefore it would be consistent to provide them with benefits only up to their separation date (IX 22). On cross-examination Ms. Stepaniak agreed that the Local 502 Contract provided that an employee may be granted six-month extensions for leaves due to physical or mental disability up to two years (28.03) and that therefore the 18 month maximum did not apply to its members (IX 23-24). The basis for the County offer on LTD Insurance is therefore non-existent and the Union offer is adopted.

- 12. Workers' Compensation (Supplemental Pay)
- 13. Workers' Compensation (Sick and Annual Leave Accrual)
- 14. Workers' Compensation (Insurance Continuation)

These three issues are considered together because the County offer in each case proposes elimination or down-scaling of an existing benefit and the Union proposes retaining the current contract provision. Also, the arguments in support of the parties' positions are essentially the same on each issue.

The County proposes that the current provision that an officer injured and placed on Workers' Compensation receive supplemental pay "in an amount which, when combined with the statutorily required Workers' Compensation Benefit, does not exceed a total of one hundred percent (100%) of the regular after-tax rate of pay for a period of two (2) years" (33.01 B) be discontinued "after the execution of this Agreement."

The County further proposes to eliminate the current provision that officers receiving Workers' Compensation shall earn sick and annual leave for two years and, upon separation from County service while receiving Workers' Compensation, shall be paid for annual leave in excess of the two-year limitation (33.02 A and B).

With respect to insurance, the County proposes reducing the period during which an officer receives Life, Medical and Dental Insurance and Optical Benefits from two years, as in the current contract, to 18 months (33.03).

County witness Stepaniak testified that the reason for all three proposals was to achieve "conformity and consistency" with all other local bargaining agreements. She further testified that the separation period for an employee on personal leave for whatever reason is 18 months and therefore it would not be consistent to provide employees with benefits beyond their separation date (IX 21-22).

On cross-examination Ms. Stepaniak agreed that Local 502's contract provides for a maximum leave of absence without pay due to physical and mental disability up to two years rather than 18 months as in other contracts. Therefore the County argument regarding insurance benefits would not apply to Local 502 members (IX 23-24). She also agreed that County Fire Fighters and Command officers also received supplemental pay while on Workers' Compensation (IX 25-26).

Union witness Bommarito testified that supplemental pay began sometime in the 60s. In 1977, the provision was changed from gross wages to after-tax dollars as the result of an Act 312 Award. It was later changed through negotiations to limit supplemental pay to two years and has remained at that level through the current contract. The rationale for supplemental pay, according to Bommarito, was that an officer injured in the line of duty should not suffer economic loss.

Regarding the County proposal to reduce insurance benefits to 18 months from two years, Bommarito testified that originally insurance benefits continued as long as an officer was on Workers' Compensation. He said that the reason the Union agreed to the two-year limit was that "it was assumed that if someone were off for more than two years, the likelihood of their returning was slim to none and they would then go from Workers' Compensation to medical retirement." (IX 50) The County proposal to reduce benefits to 18 months would not coincide with the County's own policy of a leave not extending beyond two years.

Bommarito also testified that allowing accumulation of sick and annual leaves for two years while on Workers' Compensation was consistent with the principle that an officer injured in the line of duty should not suffer economic loss. As with supplemental pay this accumulation continued as long as officers were on Workers' Compensation. It was reduced to two years in the 1990-93 Agreement. According to Bommarito "... everything is tied to those two years because ... the way the system was representing [sic] to work at the time we agreed to the change was ... that after the two years, an employee is not able to return, then the medical retirement would be put in. So, in all reality, once medical treatment is granted, everything else becomes kind of moot ..." (IX 52, 46-52).

Arbitrators are generally disinclined to award changes in existing agreements which have been freely negotiated by the parties in collective bargaining. This principle, which is embodied in Act 312 criteria (Sec. 423.239 h), is applicable to the three issues pertaining to Workers' Compensation. The County

justification for eliminating or reducing the benefits in these three sections because they are needed to assist in paying for its last offer on wages cannot overcome the persuasive and essentially undisputed Union arguments to retain the existing contract provisions. The Union offers on issues 12, 13 and 14 are adopted.

15. Mileage Allowance

The current agreement provides that employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage at the following rates: first 300 miles--6 cents below the (AAA) published rate; next 300 miles--8 cents below the (AAA) published rate; over 600 miles--10 cents below the (AAA) published rate (29.01)

The current contract further provides:

"It is understood by the parties that the Employer shall retain the right to provide at its expense and at its discretion automobiles for use in departmental assignments in lieu of mileage" at the following fixed monthly flat rate: \$345 per month beginning October 1, 1995 and \$360 per month beginning December 1, 1995. (29.03)

The current contract also provides:

"Employees receiving flat rate mileage payments as of January 1, 1995 and who remain in the same job assignments shall continue to receive such payments for the term of this Agreement. Such payments will end, however, if an employee is assigned a County vehicle or the employee has demonstrated a need for reimbursement of actual mileage on a regular basis." (29.05)

The Union has proposed that the flat rate mileage be increased to \$500 per month beginning December 1, 1996, \$550 beginning December 1, 1997, \$600 beginning December 1, 1998, and \$650 beginning December 1, 1999. The Union has further proposed the following: "The Employer agrees that prior to the end of this agreement, it shall provide County vehicles to all employees required to utilize a vehicle in the performance of their assigned duties."

The County's final offer would replace the current paragraph 29.05 with the following:

"Effective beginning December 1, 1998, no police officer will be required to use his or her car on police business. Those that do shall receive mileage on a reimbursable basis. Those officers who use their cars on County business and currently receive flat rate mileage will continue to receive such payments while they remain in their present assignments. If they leave those assignments they and their replacements in those assignments will not receive flat rate mileage nor will they be required to use their cars, but if they do, they will receive reimbursable mileage."

Union President Vincent Gregory testified that many officers in a variety of assignments were required to use their own cars. The Union proposal would not require that all officers be assigned cars but that the County could set up a motor pool from which officers could draw cars as needed. Gregory testified that the 1993-96 Contract had broadened the indemnification language to cover officers using their own cars who become subject to a claim or a judgement while on County business, but that the procedure had not worked as intended. He provided specific examples where officers had suffered significant damages to vehicles and monetary loss despite the indemnification provision. The Union has therefore concluded that the only alternative is to prevent the Employer from requiring officers to use their personal vehicles while on County business (VI 14-40).

On cross-examination Gregory testified that the practice of having officers use their own vehicles in performance of assigned duties has existed as long as he has been in the department--about 24 years (VI 40-41). He said he had not costed the Union proposal because it would be difficult to do so without knowing the cost of supplying vehicles (VI 43, 51). Gregory agreed that the Union had won a grievance on indemnification in an arbitration but the grievant had not been reimbursed for his loss. He cited two or three other cases in which grievances had been denied or were still pending (VI 45).

The Union acknowledged that the Department had partially recognized the problem but that its proposal that no officer would be required to use his or her car did not go far enough. Officers would still

be allowed to use their vehicles "albeit on an allegedly 'voluntary basis'" and that pressures could be put on individuals even on non-discretionary assignments. The only way to avoid this possibility, the Union argues, would be to supply County vehicles as other comparable communities did (Brief, p. 74).

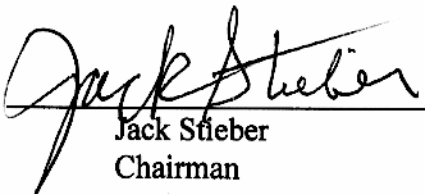
Labor Relations Director Ferguson testified:

"... the County is very understanding of the proposal by the Union... and also understanding some of the reasons why the Union does not want their members to use their private vehicles. ... At this point in time, the County is unable to change the current process we have for reimbursement of a flat rate mileage or reimbursed for mileage in view of the fact that we cannot supply all the vehicles to remove the need across the board for the County to not require these people to use their cars. At some date, we may be able to, but we cannot provide vehicles necessary at this point." (IX 130)

It is clear from the testimony of Mr. Ferguson that the County acknowledges the problems resulting from officers using their private vehicles while on duty. The County has gone part way to meet the problem in its final offer, even though it recognizes that it does not represent a solution. There is also recognition by both sides that the indemnification procedure has not worked as intended and that it must be improved. While the Union proposal has merit for the future, it cannot realistically be implemented at this time due to the substantial added cost it would entail, especially in light of the generous County offer on wages which has been accepted by the panel. The County final offer is therefore adopted.

September 9, 1998

Dated


Jack Stieber
Chairman

AWARD
 Act 312 Arbitration: Wayne County and Wayne County
 Sheriffs Local 502, SEIU, AFL-CIO

ISSUES	<u>Chairman</u>	<u>Union Delegate</u>	<u>County Delegate</u>
<u>Non-Economic</u>			
1. Residency Union offer adopted	<u>X</u>	<u>Concur</u>	<u>Dissent</u>
2. Airport Detective Bureau Union offer adopted	<u>X</u>	<u>Concur</u>	<u>Dissent</u>
<u>Economic</u>			
1. Wages County offer adopted	<u>X</u>	<u>Dissent</u>	<u>Concur</u>
Retirement			
2. General Provisions			
3. Defined Benefit Plan No. 1			
4. Defined Benefit Plan No. 2			
5. Defined Benefit Plan No. 3			
6. Defined Benefit Plan No. 4 County offers adopted	<u>X</u>	<u>Dissent</u>	<u>Concur</u>
7. Overtime (6th day of week)			
8. Overtime (7th day of week) County offers adopted	<u>X</u>	<u>Dissent</u>	<u>Concur</u>
9. Holiday Pay Eligibility County offer adopted	<u>X</u>	<u>Dissent</u>	<u>Concur</u>
10. Long Term Disability (Monthly Benefit)			
11. Long Term Disability (Insurance) Union offers adopted	<u>X</u>	<u>Concur</u>	<u>Dissent</u>
12. Workers' Compensation (Supplemental Pay)			
13. Workers' Compensation (Sick and Annual Leave)			
14. Workers' Compensation (Insurance) Union offers adopted	<u>X</u>	<u>Concur</u>	<u>Dissent</u>
15. Mileage Allowance County offer adopted	<u>X</u>	<u>Dissent</u>	<u>Concur</u>

Jack Stieber
Chairman

Vincent Sugary
Union Delegate

Huey A. Ferguson
County Delegate

9/9/98
Dated

IN THE MATTER OF STATUTORY ARBITRATION BETWEEN:

COUNTY OF WAYNE

and

Jack Stieber, Chairman
Huey Ferguson, Employer Delegate
Vince Gregory, Union Delegate

WAYNE COUNTY SHERIFFS,
LOCAL 502, NUPO

MERC Case No. D96 I-2163

LAST OFFERS OF SETTLEMENT

LAST OFFERS OF SETTLEMENT

Section 8 of Act 312, Public Acts of 1969, as amended by Act 127, Public Acts of 1972 (MCLA 423.238; MSA 17.455(30)) provides in pertinent part that:

At or before the conclusion of the hearing held pursuant to Section 6, the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to submit within such time limit as the panel shall prescribe to the arbitration panel and to each other its last offer of settlement on each economic issue. As to each economic issue, the arbitration panel shall adopt the last offer of settlement, which in the opinion of the arbitration panel more nearly complies with the facts prescribed in Section 9.

Pursuant to said statutory provisions, Wayne County Sheriffs Local 502, NUPO, hereinafter referred to as the Union, submits to the arbitration panel convened pursuant to Act 312, as amended, its last offers of settlement of the economic and non-economic issues in dispute between the parties.^{1/}

NON-ECONOMIC

1

RESIDENCY

The Union proposes that the status quo, as reflected in Article 41 of the 1993-1996 contract, be maintained.

^{1/} The Union's last offers of settlement of the issues in dispute provide for certain modifications of the recently expired collective bargaining agreement between the parties (Jt. Ex. 1), as already amended by prior agreement of the parties and/or seek to preserve without change other portions of the prior collective bargaining agreement. Modifications in and/or additions to the language of said collective bargaining agreement are underscored in the Union's last offer of settlement herein.

The Union indicates on its last offers which issues it considers to be economic and which non-economic.

JOB ASSIGNMENTS - - AIRPORT DETECTIVE BUREAU

The Union proposes that the status quo, as reflected in Article 14.03(D), WAYNE COUNTY AIRPORT POLICE, (3) of the 1993-1996 contract, be maintained and that assignments to the Airport Detective Bureau not be made discretionary.

ECONOMIC

1

WAGES

The Union proposes that Article 38.02 of the 1993-1996 contract be amended in accordance with the attached Exhibit A.

2

RETIREMENT - - GENERAL PROVISIONS

The Union proposes that Article 37.01 of the 1993-1996 contract be amended by adding the following new provisions:

- E. Improvements, not specifically mentioned in this article, made to any plan described below which are negotiated or awarded, as a result of Act 312 arbitration, to any other county bargaining unit shall apply to all members of Local 502.
- F. All employees retiring after December 1, 1997, who are eligible for medical benefits under the current system, shall be allowed to select a medical benefit plan among other available plans offered during open enrollment.
- G. Employees meeting age, if any, and service requirements for normal retirement shall be eligible for post-retirement insurance and health care benefits pursuant to the Wayne County Health and Welfare Benefit Plan, effective December 1, 1990.

AS OF 11-31-96

Step	Wage
ENTRY	\$23,500
2	\$25,000
3	\$27,100
4	\$30,000
5	\$33,000
6	\$36,500
7	\$39,000
CORP	\$40,300
DET	\$43,500

PROPOSAL CALLS FOR ALL OFFICERS TO BE ADJUSTED ON THE SCALE BY YEARS OF SENIORITY UPON IMPLEMENTATION.

IT APPLIES 3% AT ENTRY LEVEL AND 3.5% AT THE TOP OF THE SCALE FOR ALL YEARS. IT ALSO EQUALIZES DOLLAR INCREMENTS BETWEEN STEPS.

ALL ANNUAL INCREASES WILL BE EFFECTIVE ON 12-01 OF EACH YEAR OF THE CONTRACT. ALL STEP INCREASES SHALL TAKE PLACE ON THE ANNIVERSARY DATE OF ALL EMPLOYEES BELOW STEP #7 EACH YEAR OF THE CONTRACT.

STEP INCREASE TO CONTINUE BEYOND THE EXPIRATION OF THE CONTRACT.

1996
EFFECTIVE 12-01

YRS OF SERVICE	Step	Wage
0	1	\$24,205
1	2	\$26,899
2	3	\$29,593
3	4	\$32,287
4	5	\$34,981
5	6	\$37,675
6	7	\$40,365
15	CORP	\$41,711
PROMO	DET	\$45,023

1997
EFFECTIVE 12-01

YRS OF SERVICE	Step	Wage
0	1	\$24,931
1	2	\$27,739
2	3	\$30,547
3	4	\$33,355
4	5	\$36,163
5	6	\$38,971
6	7	\$41,778
15	CORP	\$43,170
PROMO	DET	\$46,598

1998
EFFECTIVE 12-01

YRS OF SERVICE	Step	Wage
0	1	\$25,679
1	2	\$28,606
2	3	\$31,533
3	4	\$34,460
4	5	\$37,387
5	6	\$40,314
6	7	\$43,240
15	CORP	\$44,681
PROMO	DET	\$48,229

1999
EFFECTIVE 12-01

YRS OF SERVICE	Step	Wage
0	1	\$26,449
1	2	\$29,500
2	3	\$32,551
3	4	\$35,602
4	5	\$38,653
5	6	\$41,704
6	7	\$44,753
15	CORP	\$46,245
PROMO	DET	\$49,917

RETIREMENT - - DEFINED BENEFIT PLAN NO. 1

The Union proposes that Article 37.02(G) of the 1993-1996 contract be amended to provide as follows:

The amount of retirement compensation shall equal 2.75% of average final compensation for all years of credited service. Effective December 1, 1995, employees retiring for any reason with less than 25 years of service shall receive a pension benefit based on a formula of 2% of final average compensation for all years of credited service.

RETIREMENT - - DEFINED BENEFIT PLAN NO. 2

The Union proposes that Article 37.03(B) of the 1993-1996 contract be amended to provide as follows:

- B. Normal retirement shall mean twenty-five (25) years of credited service without any age requirement.

RETIREMENT - - DEFINED BENEFIT PLAN NO. 3

The Union proposes that Article 37.04(B), (C) and (I) of the 1993-1996 contract be amended to provide as follows:

- B. Normal retirement shall mean twenty-five years of credited service without any age requirement.
- C. The amount of retirement compensation shall equal two percent (2%) per year times average final compensation for the first twenty (20) years, and two and one-half percent (2.5%) per years times average final compensation times service over twenty (20) years.

- I. An employee's contribution to the Retirement System shall be 3.67% of the first \$13,500 of annual compensation, and 5.67% of annual compensation in excess of the \$13,500 to be deducted from the bi-weekly payroll.

6

RETIREMENT - - DEFINED CONTRIBUTION PLAN NO. 4

The Union proposes that Article 37.05 of the 1993-1996 contract be amended to provide as follows:

- A. (No Change)
- B. All Bargaining Unit members who elect the Defined Contribution Plan shall contribute not less than one percent (1%) nor more than two and one-half percent (2.5%) of gross wages to the plan. Effective December 1, 1999, members may contribute three percent (3%) of gross wages to the plan.
- C. (No Change)
- ~~D. The maximum combined yearly contribution by employee and Employer shall not exceed \$7,500.~~
- D. Effective beginning December 1, 1997, employees may contribute an additional 7.5% of gross wages to the Plan annually with no matching County contribution. The combined total contribution than an employee may make to Plan #4 and to the Deferred Compensation Program (the 457 Plan) cannot exceed \$30,000 annually and must otherwise conform to Internal Revenue Service Rules and Regulations.
- E. (No Change)
- F. Normal retirement shall mean twenty-five (25) years of credited service without any age requirement, with one (1) years of service equal to 2080 straight time hours. Retirement shall also mean retirement with disability after eight (8) years of service in the Defined Contribution Plan No. 4. Survivors are entitled to "retiree" fringe benefits if death occurs after ten (10) years of service in the Defined Contribution Plan or if death occurs in the line of duty, provided that if retired, the employee has elected a joint survivor annuity from the Retirement System.

Employees who "retire" under the Defined Contribution Plan shall be eligible for the same continuing insurance benefits as are provided to persons who retire under one of the Defined Benefit Plans.

Effective December 1, 1997, retirement eligible Defined Contribution Plan #4 participants who withdraw all funds from the Plan at retirement shall be entitled to survivor health care benefits.

- G. An employee who is retired and has been removed from the payroll for non-duty disability reasons and is under the Defined Contribution Plan, will be entitled to medical retirement benefits for the life of this Agreement.
- H. (No Change)

7

OVERTIME (6TH DAY OF WEEK)

The Union proposes that the status quo, as reflected in Article 17.01(A)(2) and (3) of the 1993-1996 contract, be maintained.

8

OVERTIME (7TH DAY OF WEEK)

The Union proposes that the status quo, as reflected in Article 17.02 of the 1993-1996 contract, be maintained.

9

HOLIDAYS

The Union proposes that Article 19.02(E) of the 1993-1996 contract be amended to provide as follows:

- E. ~~In order to receive time off with pay for a holiday, or the premium rate for working a holiday, an employee must work the scheduled days before and after a holiday, or have been granted the days off in advance.~~

An employee who calls in sick on a scheduled holiday will be paid sick leave, if available, and will forfeit holiday pay for the day.

10

LONG TERM DISABILITY - - BENEFIT LEVEL

The Union proposes that the first sentence of article 32.01(A) of the 1993-1996 contract be amended to provide as follows:

- A. Beginning the effective date of this contract, members of the Bargaining Unit hired on or after October 1, 1983 or those who have elected under Article 21, Section 21.01(C) shall be covered by a Long Term Disability Income Benefit plan which pays a member 60% of the regular annual pay rate or a maximum of \$1,900 monthly (\$2,300 effective June 1, 1998), whichever is less.

The Union further proposes that Article 32.07(2) of the 1993-1996 contract be amended to provide as follows:

2. The monthly benefit level is either 60% of gross monthly salary or the \$1,900 monthly maximum (\$2,300 effective June 1, 1998), whichever is less.

11

LONG TERM DISABILITY - - INSURANCE

The Union proposes that the status quo, as reflected in Article 32.03 of the 1993-1996 contract be maintained.

12

WORKERS' COMPENSATION SUPPLEMENTAL PAY

The Union proposes that the status quo, as reflected in Article 33.01(B) of the 1993-1996 contract, be maintained.

13

WORKERS' COMPENSATION SICK AND ANNUAL LEAVE

The Union proposes that the status quo, as reflected in Article 33.02 (A) and (B) of the 1993-1996 contract, be maintained.

14

WORKERS' COMPENSATION INSURANCE BENEFITS

The Union proposes that the status quo, as reflected in Article 33.03 of the 1993-1996 contract, be maintained.

15

MILEAGE ALLOWANCE

The Union proposes that Article 29.03 of the 1993-1996 contract be amended to provide as follows:

29.03

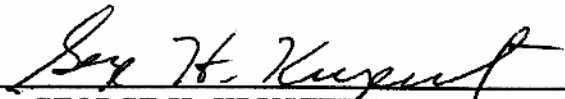
It is understood by the parties that the Employer shall retain the right to provide at its expense and at its discretion automobiles for use in departmental assignments in lieu of mileage. It is further understood that the Director of Personnel/Human Resources may provide a fixed monthly flat rate mileage in lieu of mileage under Section 29.01. If the Director of Personnel/Human Resources elects to provide flat rate mileage, the rate shall be \$500.00 per month beginning

December 1, 1996, \$550.00 per month beginning December 1, 1997, \$600.00 per month beginning December 1, 1998, and \$650.00 per month beginning December 1, 1999.

The Employer agrees that prior to the end of this agreement, it shall provide County vehicles to all employees required to utilize a vehicle in the performance of their assigned duties.

Respectfully submitted,

SACHS, WALDMAN, O'HARE,
HELVESTON, BOGAS & McINTOSH, P.C.

BY: 

GEORGE H. KRUSZEWSKI (P25857)

Attorney for Union

1000 Farmer Street

Detroit, Michigan 48226

(313) 965-3464

Dated: June 9, 1998

NON-ECONOMIC ISSUES

NON-ECONOMIC ISSUE NO. 1

ARTICLE 41 - RESIDENCY

~~41.01:~~

~~Employees hired on or after December 1, 1994, shall be required to establish and maintain a bona fide residence in the County of Wayne and otherwise in accord with ordinance 94-104. Employees hired prior to December 1, 1994, will not be required to establish or maintain residence in the County of Wayne. Residence shall mean the actual domicile of the member. An employee can have only one (1) domicile.~~

41.01

Employees hired on or after March 1, 1977 who now reside in Wayne County, and all employees hired on or after December 1, 1994, shall be required to maintain their principal residence in the County of Wayne, as required by Wayne County Commission Ordinance 96-371 adopted July 2, 1996. Principal residence shall mean the place at which a person and his or her dependents usually eat, sleep, and maintain a household. An employee can have only one (1) principal residence.

41.02

Employees hired on or after December 1, 1994, and required to maintain Wayne County residency, shall establish residency in Wayne County within six (6) months of their date of hire.

NON-ECONOMIC ISSUE NO. 2

ARTICLE 14 - SHIFT PREFERENCE AND TRANSFERS

14.03 JOB ASSIGNMENTS

- D. The following positions shall be filled only by Academy trained Police Officers, unless otherwise indicated:

WAYNE COUNTY AIRPORT POLICE

3. Airport Detective Bureau **(D)**

ECONOMIC ISSUES

ARTICLE 38 - ECONOMIC IMPROVEMENTS (WAGES)

1. The proposal calls for an annual increase to each Step on December 1st of each year of the contract as follows:
 - A. 1996: 3.5%
 - B. 1997: 3.0%
 - C. 1998: 3.0%
 - D. 1999: 4.0%
2. The proposal calls for an annual step increase for all employees below Step #7 on their anniversary date each year of the contract.
3. Retroactivity for the first year of the contract will be paid only on the annual increase and not the step increase. Retroactivity for the second year will include the annual increase as well as the step increase.
4. Employees hired after February 1, 1995, will not progress beyond Step #6 until completion of the Police Academy.¹
5. Step increases will continue beyond the expiration of the contract.

STEP	11-30-96	12-01-96	12-01-97	12-01-98	12-01-99
Police Officer [Entry]	\$23,500	\$24,322	\$25,052	\$25,804	\$26,836
2	\$25,000	\$25,875	\$26,651	\$27,451	\$28,549
3	\$27,100	\$28,048	\$28,890	\$29,757	\$30,947
4	\$30,000	\$31,050	\$31,981	\$32,941	\$34,259
5	\$33,000	\$34,155	\$35,180	\$36,235	\$37,684
6	\$36,500	\$37,778	\$38,911	\$40,078	\$41,681
7	\$39,000	\$40,365	\$41,576	\$42,823	\$44,536
Corporal	\$40,300	\$41,711	\$42,962	\$44,251	\$46,021
Detective	\$43,500	\$45,023	\$46,373	\$47,764	\$49,675

¹ The following is proposed language which would be included as a footnote to the wage scales in Article 38:

Officers hired after February 1, 1995, shall not progress beyond Step #6 until completion of the Police Academy. Officers hired after the execution date of this arbitration award shall be sent to a Police Academy on a seniority basis as the County determines the need for financing additional academy trained officers. This provision shall prevail in the event of any inconsistency or conflict with any other provision of the Agreement.

ECONOMIC ISSUE NO. 1 (Page 2 of 3)

The following are two specific examples of how the proposed salary scale and retro-payment will work. The examples provided assume an implementation date of August 1, 1998, with retro-payments made on the same date.

Example #1

Officer "A" whose anniversary date is May 1 and who ended the previous contract at Step #2 (\$25,000).

- A. On 12-1-96, Officer "A" shall remain at Step #2 but his salary shall increase to \$25,875.
- B. On 05-01-97, Officer "A" shall move to Step #3 (\$28,048).
- C. On 12-01-97, Officer "A" shall remain at Step #3 but his salary shall increase to \$28,890.
- D. On 05-01-98, Officer "A" shall move to Step #4 (\$31,981).
- E. On 12-01-98, Officer "A" shall remain at Step #4 but his salary shall increase to \$32,941.
- F. On 05-01-99, Officer "A" shall move to Step #5 (\$36,235).
- G. On 12-01-99, Officer "A" shall remain at Step #5 but his salary shall increase to \$37,684.
- H. On 05-01-00, Officer "A" shall move to Step #6 (\$41,681).

Example #1 - Retro-pay

- A. 12-01-96 to 11-30-97: \$875 representing the annual increase received on 12-01-96, the difference between \$25,875 - \$25,000.
- B. 12-01-97 to 04-30-98: 5/12ths of \$842 which represents the annual increase received on 12-01-97, the difference between \$28,890 - \$28,048. This figures out to be \$350.83.
- C. 05-01-98 to 07-31-98: 3/12ths of \$3,091 which represents the step increase received on 05-01-98, the difference between \$31,981 - \$28,890. This figures out to be \$772.75.
- D. Total retro-pay for this example is: \$875 + \$350.83 + \$772.75 = \$1,998.58.

ECONOMIC ISSUE NO. 1 (Page 3 of 3)

Example #2

Officer "B" whose anniversary date is September 1 and who ended the previous contract at Step #5 (\$33,000).

- A. On 12-01-96, Officer "B" shall remain at Step #5 but his salary shall increase to \$34,155.
- B. On 09-01-97, Officer "B" shall move to Step #6 (\$37,778).
- C. On 12-01-97, Officer "B" shall remain at Step #6 but his salary shall increase to \$38,911.
- D. On 09-01-98, Officer "B" shall move to Step #7 (\$41,576).
- E. On 12-01-98, Officer "B" shall remain at Step #7 but his salary shall increase to \$42,823.
- F. On 12-01-99, Officer "B" shall remain at Step #7 but his salary shall increase to \$44,536.

Example #2 - Retro-pay

- A. 12-01-96 to 11-30-97: \$1,155 representing the annual increase received on 12-01-96, the difference between \$34,155 - \$33,000.
- B. 12-01-97 to 07-31-98: 8/12ths of \$1,133 representing the annual increase received on 12-01-97, the difference between \$38,911 - \$37,778. This figures out to be \$755.33.
- C. Total retro-pay for this example is: $\$1,155 + \$755.33 = \$1,910.33$.

ECONOMIC ISSUE NO. 2

ARTICLE 37 - RETIREMENT

37.01 General Provisions

- A. The detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.
- B. Each employee shall participate in one of the Defined Benefit Plans or the Defined Contribution Plan. While the method of providing for retirement savings is optional, a retirement savings plan is mandatory.
- ~~C. Employees must meet all age and service requirements to be eligible for post retirement insurance and health care benefits pursuant to the Wayne County Health and Welfare Benefit Plan, effective December 1, 1990.~~
- ~~D. All new employees hired on or after December 1, 1990, shall be eligible for participation in either Defined Benefit Plan #2 or Defined Contribution Plan #4, however, said employees shall not be eligible for insurance and health care benefits upon retirement unless they retire with thirty (30) or more years of service.~~
- ~~E. All employees retiring after December 1, 1997, who are eligible for medical benefits under the current system, shall be allowed to select a medical benefit plan among other available plans offered during open enrollment.~~
- ~~D. F~~ Employees who terminate their employment prior to regular retirement and who subsequently exercise their vested retirement right will not be entitled to any health or insurance benefits.
- ~~G. G~~ One (1) year of service equals 2080 straight time hours. No more than one (1) year of service credit may be earned in any one (1) calendar year.

ECONOMIC ISSUE NO. 3 (Page 1 of 2)

ARTICLE 37 - RETIREMENT

37.02 Defined Benefit Plan No. 1

- A. Applicable to full-time members of Local 502 employed by the County of Wayne PRIOR to October 1, 1983.
- B. The Employer shall pay the employee's cost for the increase in retirement benefits in accordance with the July 31, 1972, Act 312 Award.
- C. Normal retirement shall mean twenty-five (25) years of credited service without any age requirement.
- D. An employee's contribution to the Retirement System shall be 3.67% of the first \$13,500 of annual compensation, and 5.67% of annual compensation in excess of the \$13,500, to be deducted from the bi-weekly payroll. Effective December 1, 1995, employee contributions shall increase from 3.67% to 4.25% of the first \$13,500 of annual compensation and from 5.67% to 6.25% of annual compensation in excess of \$13,500.
- E. The Employer shall contribute to the Retirement System an amount equal to two percent (2%) of each employee's annual compensation up to a maximum of \$13,500, and in addition thereto, the amounts required to actuarially fund the Retirement System.
- F. Average final compensation shall be equal to the average of the five (5) highest years of compensation while a member of the retirement system.
- G. The amount of retirement compensation shall equal two percent (2%) of average final compensation for all years of credited service. Effective December 1, 1995, employees eligible for normal retirement may retire with a pension benefit formula of 2.5% of average final compensation for all years of credited service. Effective December 1, 1995, employees retiring for any reason with less than 25 years of service shall receive a pension benefit based on a formula of 2% of final average compensation for all years of credited service.
- H. Effective December 1, 1995, the maximum retirement benefit shall not exceed 75% of average final compensation regardless of the formula used and regardless of the source of funding. This provision shall not apply to those employees with 30 or more years of credited service on or before November 30, 1995.

ECONOMIC ISSUE NO. 3 (Page 2 of 2)

I. Transfer Options

A member of the Defined Benefit Plan No. 1 may exercise one of the following options:

1. Remain in Defined Benefit Plan No. 1.
2. Transfer to the Defined Benefit Plan No. 2. Upon election of such transfer:
 - a. The employee shall be credited with the same number of years and months of credited service in the Defined Benefit Plan No. 2 that the employee had in the Defined Benefit Plan No. 1; and,
 - b. Receive a refund of the employee's accumulated contributions; and,
 - c. Receive a payment of a bonus from the Reserve for Employer Contributions equal to 50% of the employee's accumulated contributions. The bonus amount shall be distributed in accordance with IRS regulations.
3. Transfer to the Defined Contribution Plan No. 4. Upon election of such transfer:
 - a. The employee shall withdraw accumulated contributions from the Defined Benefit Plan No. 1; and,
 - b. If vested, relinquish all vested benefits in Defined Benefit Plan No. 1; and,
 - c. Receive a bonus matching payment of \$2.00 for each \$1.00 contributed to the Defined Contribution Plan No. 4 for a period of years and months equal to the years and months of retirement credited service before withdrawal. Bonus matching payments may exceed the \$7,500 maximum contribution specified in Section 37.05 (D). The bonus matching payments shall be in addition to the regular Employer contributions as provided in Section 37.05 (C).
- ~~4. If vested, freeze vested benefits in the Defined Benefit Plan No. 1 and opt for the Defined Contribution Plan detailed in Section 37.05.~~

- J. Once an employee has elected to withdraw from the Defined Benefit Plan No. 1, that employee may not return.

ECONOMIC ISSUE NO. 4

ARTICLE 37 - RETIREMENT

37.03 Defined Benefit Plan No. 2

- A. The Defined Benefit Plan No. 2 is one of two (2) retirement plan options afforded to new employees. The other option is Defined Contribution Plan No. 4. See Section 37.05.
- B. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, or eight (8) years of credited service at age 65.
- C. The amount of retirement compensation shall equal one percent (1%) per year times average final compensation for the first twenty (20) years, and one and one quarter percent (1.25%) per year times average final compensation for all years of service over twenty (20) years.
- D. Average final compensation shall be equal to the average of the five (5) highest years of compensation while a member of the retirement system. Compensation does not include payouts of excess sick or annual leave.
- E. Vesting shall occur after eight (8) years to equal the accrued service retirement benefit, and payable only upon meeting eligibility for service retirement.
- F. Non-duty disability retirement shall occur after vesting; however, the Employer reserves the right to limit payments from the retirement system through the use of proceeds from the Employer's long term disability policy.
- G. There is no employee contribution.
- H. Upon becoming vested, an employee may elect to freeze vested benefits in Defined Benefit Plan No. 2 and opt for the Defined Contribution Plan No. 4.
- I. Once an employee has elected to withdraw from Defined Benefit Plan No. 2, that employee may not return.

ECONOMIC ISSUE NO. 5 (Page 1 of 2)

ARTICLE 37 - RETIREMENT

37.04 Defined Benefit Plan No. 3

- A. Applicable to full-time members of Local 502 employed by the County of Wayne from October 1, 1983 to March 30, 1986.
- B. Normal retirement shall be twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, or five (5) years of credited service at age 65.
- C. The amount of retirement compensation shall equal one and one-half percent (1.5%) per year times average final compensation for the first twenty (20) years, two percent (2%) per year times average final compensation for the next five (5) years of service, and two and one-half percent (2.5%) per year times average final compensation times service over twenty-five (25) years.
- D. Average final compensation shall be equal to the average of the five (5) highest years of compensation while a member of the system.
Compensation does not include payouts of excess sick or annual leave.
- E. Vesting shall occur after eight (8) years to equal the accrued service retirement benefit, and payable only upon meeting eligibility for service retirement.
- F. There is no retirement benefit for duty or non-duty disability. The employee shall be covered by the Employer's long term disability policy.
- G. In the event of an employee's death in the line of duty, the employee's survivor(s) shall receive one hundred percent (100%) joint and survivor retirement benefits equal to the employee's accrued service retirement pension, with additional service credit to age 60. No age or service requirements apply.
- H. In the event of an employee's death not in the line of duty, the employee's survivor(s) shall receive one hundred percent (100%) joint and survivor retirement benefits equal to the employee's accrued service retirement pension. Eligibility is limited to employee's with ten (10) or more years of service.
- I. The employee contribution shall equal three percent (3%) of total compensation.

ECONOMIC ISSUE NO. 5 (Page 2 of 2)

- J. Employees in Defined Benefit Plan No. 3 may elect one of the following options:
1. Transfer to Defined Benefit Plan No. 2 and receive a refund of all contributions, plus a fifty percent (50%) bonus made to date. Service credits earned in Defined Benefit Plan No. 3 shall be transferred entirely to Defined Benefit Plan No. 2.
 2. Transfer to Defined Contribution Plan No. 4 and receive a refund on those contributions which exceed the selected contribution rate. Upon transfer, which terminates all claim for benefits under Defined Benefit Plan No. 3, the Employer shall match the non-refundable contributions \$4.00 for every \$1.00 the employee contributes.
- K. Once an employee has elected to withdraw from Defined Benefit Plan No. 3, that employee may not return.

ECONOMIC ISSUE NO. 6 (Page 1 of 2)

ARTICLE 37 - RETIREMENT

37.05 Defined Contribution Plan No. 4

- A. The Defined Contribution Plan No. 4 is one of two (2) retirement plan options afforded to new employees. The other option is Defined Benefit Plan No. 2. See Section 37.03.
- B. All Bargaining Unit members who elect the Defined Contribution Plan shall contribute not less than one percent (1%) nor more than two and one-half percent (2.5%) of gross wages to the plan. ~~Effective December 1, 1999, members with twenty (20) or more years of credited service may contribute three percent (3%) of gross wages to the plan.~~
- C. The Employer shall contribute \$4.00 for each \$1.00 the employee contributes. Effective December 1, 1995, the County shall contribute \$5.00 for each \$1.00 the employee contributes after twenty (20) years of service.
- ~~D. The maximum combined yearly contribution by employee and Employer shall not exceed \$7,500.00.~~
- ~~D. Effective beginning December 1, 1997, employees may contribute an additional 7.5% of gross wages to the Plan annually with no matching County contribution. The combined total contribution that an employee may make to Plan #4 and to the Deferred Compensation Program (the 457 Plan) cannot exceed \$30,000.00 annually, and must otherwise conform to Internal Revenue Service Rules and Regulations.~~
- E. Vesting in the Defined Contribution Plan shall occur as follows:
 - 1. An employee with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the employee's contribution plus earnings on those contributions, if any.
 - 2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the employee shall be permitted to withdraw both the employee and Employer contributions, plus earnings, if any.

ECONOMIC ISSUE NO. 6 (Page 2 of 2)

- F. "Retirement" for employees who have elected the Defined Contribution Plan shall mean leaving County service at age 55 with 25 years of credited service; at age 60 with 20 years of credited service; or at age 65 with 8 years of credited service, with one (1) year of service equal to 2080 straight time hours. Retirement shall also mean retirement with disability after eight (8) years of service in the Defined Contribution Plan No. 4. Survivors are entitled to "retiree" fringe benefits if death occurs after ten (10) years of service in the Defined Contribution Plan or if death occurs in the line of duty, provided that if retired, the employee has elected a joint survivor annuity from the Retirement System.

Employees who "retire" under the Defined Contribution Plan shall be eligible for the same continuing insurance benefits as are provided to persons who retire under one of the Defined Benefit Plans.

Effective December 1, 1997, retirement eligible Defined Contribution Plan #4 participants who withdraw all funds from the Plan at retirement shall be entitled to survivor health care benefits.

- ~~G. An employee who is retired and has been removed from the payroll for non-duty disability reasons and is under the Defined Contribution Plan, will be entitled to medical retirement benefits for the life of this Agreement.~~
- H. Once an employee has opted for the Defined Contribution Plan No. 4, that employee may not opt for a Defined Benefit Plan.

ECONOMIC ISSUE NO. 7

ARTICLE 17 - OVERTIME

17.01:

A. Time and one-half (150%) of the employee's regular hourly rate of pay shall be paid to all employees for work performed under the following conditions as follows:

1. For all hours of work performed in excess of eight (8) hours in any one (1) day.

~~2. All hours of work in excess of forty (40) hours in any one (1) work week, except as noted in Section 17.02.~~

2. For all hours of work performed on the sixth (6th) day of the employee's workweek provided the employee actually works the regular forty (40) hours of straight time in the workweek. If not, hours worked on the sixth day will be compensated at straight time until the 40-hour requirement is met. For purposes of this paragraph, paid time off shall not constitute hours worked.

~~3. All hours of work on the sixth (6th) day worked of the work week.~~

ECONOMIC ISSUE NO. 8

ARTICLE 17 - OVERTIME

17.02:

Double time (200%) of the employee's regular hourly rate of pay shall be paid to all employees as follows: ~~for all work performed on the seventh (7th) day worked of the work week providing the employee has worked the preceding leave day.~~

A. For all hours of work performed on the seventh (7th) day of the employee's workweek provided the employee worked the preceding leave day in addition to actually working the regular forty (40) hours of straight time in the workweek. If not, hours worked on the seventh day will be compensated at straight time until the 40-hour requirement is met. Thereafter, time worked during the following eight (8) hours will be compensated at time and one-half (150%). For purposes of this paragraph, paid time off shall not constitute hours worked.

ECONOMIC ISSUE NO. 9

ARTICLE 19 - HOLIDAYS

19.02:

- E. In order to receive time off with pay for a holiday or the premium rate for working a holiday, an employee must work the entire regularly scheduled shift on both the days before and after a the holiday or have been granted the days off in advance.

An employee who calls in sick on a scheduled holiday will be paid sick leave, if available, and will forfeit holiday pay for the day. The Employer may request medical verification in order to pay the sick leave.

ECONOMIC ISSUE NO. 10

ARTICLE 32 - LONG TERM DISABILITY INCOME BENEFIT PLAN

32.07

The following defines the methodology for calculation of long term disability benefits for the purpose of payment:

1. Monthly salary shall mean the regular annual gross pay rate of any employee divided by twelve (12).
2. The monthly benefit level is either 60% of gross monthly salary or the ~~\$1,600~~ **\$1,900** monthly maximum (~~\$1,900 effective December 1, 1995~~) **(\$2,100 effective June 1, 1998)**, whichever is less.

ECONOMIC ISSUE NO. 11

ARTICLE 32 - LONG TERM DISABILITY INCOME BENEFIT PLAN

32.03:

Medical Insurance, Optical Benefits, Dental Insurance and Life Insurance will continue for up to ~~two (2) years~~ **eighteen (18) months**, as long as an employee is receiving long-term disability benefit payments.

ECONOMIC ISSUE NO. 12

ARTICLE 33 - WORKERS' COMPENSATION

33.01:

- B. An officer injured and placed on Workers' Compensation after September 13, 1995, shall receive supplemental pay, which may be received as supplemental payroll or may, in the case of a disability due to a motor vehicle accident, be received as motor vehicle no fault wage loss benefits, in an amount which, when combined with the statutorily required Workers' Compensation Benefit, does not exceed a total of one hundred percent (100%) of the regular after-tax rate of pay for a period of two (2) years.

An officer injured and placed on Workers' Compensation after the execution of this Agreement by the County Executive, shall neither be eligible for nor receive supplemental pay.

ECONOMIC ISSUE NO. 13

ARTICLE 33 - WORKERS' COMPENSATION

33.02:

- A. Officers filing claims and receiving workers' compensation shall ~~not~~ earn sick and annual leave ~~for two (2) years~~. ~~All officers receiving Workers' Compensation shall be paid off excess annual leave in accordance with Article 20 of this Agreement.~~
- B. ~~An officer who is separated from County service and is receiving Workers' Compensation as provided above, shall not be paid for annual leave in excess of the two (2) year limitation.~~

ECONOMIC ISSUE NO. 14

ARTICLE 33 - WORKERS' COMPENSATION

33.03:

Life Insurance, Medical Insurance, Dental Insurance, and Optical Benefits for which the officer would otherwise be entitled pursuant to this Agreement, shall be continued while an officer is on Workers' Compensation but not to exceed ~~eighteen~~ ~~(18) months~~ ~~(2) years~~. Risk Management may review the officer's illness for special consideration.

ECONOMIC ISSUE NO. 15 (Page 1 of 2)

ARTICLE 29 - MILEAGE ALLOWANCE

29.01

Employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. Effective October 1, 1995, employees shall be reimbursed at the following rates which shall be adjusted as of January 1st of each year, in accordance with the composite cost for driving 15,000 miles, which is published annually by the American Automobile Association (AAA), in the publication, "*Your Driving Costs*."

First 300 miles	6 cents below the (AAA) published rate.
Next 300 miles	8 cents below the (AAA) published rate.
Over 600 miles	10 cents below the (AAA) published rate.

29.02

Trip mileage payment as herein provided shall not include payment for home to work or return mileage and procedures for payment of such mileage allowance shall be determined and administered by the Department of Management and Budget.

29.03

It is understood by the parties that the Employer shall retain the right to provide at its expense and at its discretion automobiles for use in departmental assignments in lieu of mileage. It is further understood that the Director of Personnel/Human Resources may provide a fixed monthly flat rate mileage in lieu of mileage under Section 29.01. If the Director of Personnel/Human Resources elects to provide flat rate mileage, the rate shall be \$345.00 per month, beginning October 1, 1995 and \$360.00 per month beginning December 1, 1995.

29.04

Employees shall be required to submit a filled-in Daily Trip Sheet furnished by the Employer at the end of each month.

ECONOMIC ISSUE NO. 15 (Page 2 of 2)

29.05

~~Employees receiving flat rate mileage payments as of January 1, 1995 and who remain in the same job assignments shall continue to receive such payments for the term of this Agreement. Such payments will end, however, if an employee is assigned a County vehicle or the employee has demonstrated a need for reimbursement of actual mileage on a regular basis.~~

Effective beginning December 1, 1998, no police officer will be required to use his or her car on police business. Those that do shall receive mileage on a reimbursable basis. Those officers who use their cars on County business and currently receive flat rate mileage will continue to receive such payments while they remain in their present assignments. If they leave those assignments they and their replacements in those assignments will not receive flat rate mileage nor will they be required to use their cars, but if they do, they will receive reimbursable mileage.