4/1/75

JUN 19 1975

STATE OF MICHIGAN

ARBITRATION UNDER ACT NO. 312

PUBLIC ACTS OF 1969

AS AMENDED

In the Matter of the Statutory Arbitration between

LOCAL 502, NATIONAL UNION
OF POLICE OFFICERS, SERVICE
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO

-and-

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF WAYNE
DETROIT, MICHIGAN

ARBITRATION OPINION AND ORDER

Elected - Board of Commissioners, Wayne County

Alan Walt
ARBITRATOR
SUITE 130 HONEYWELL BLDG.
17515 W. NINE MILE ROAD
SOUTHFIELD, MICHIGAN 48075

STATE OF MICHIGAN

ARBITRATION UNDER ACT NO. 312

PUBLIC ACTS OF 1969

AS AMENDED

In the Matter of the Statutory Arbitration between

LOCAL 502, NATIONAL UNION
OF POLICE OFFICERS, SERVICE
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO

-and-

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF WAYNE
DETROIT, MICHIGAN

ARBITRATION OPINION AND ORDER

This arbitration is pursuant to 1969 PA 312, as amended by 1972 PA 127, which provides for binding arbitration for determination of unresolved contractual issues in municipal police and fire departments, and in regard to economic issues, adoption by the arbitration panel of the last offer of settlement by either party which more nearly complies with the applicable guidelines set forth in Section 9 of the statute.

Arbitration was initiated by the Union and Mr. Dennis H. Nystrom designated its panelist; the Employer selected Mr. Samuel Brezner as its representative. These two panelists chose Mr. Alan Walt as the third arbitrator and impartial chairman of the panel by letter dated July 3, 1974. Subsequently, Mr. Brezner was unable to serve due to illness, and by letter dated August 22, 1974, the County named Mr. Edward L. Douglas to replace him as the Employer's representative.

Pursuant to notice duly given, hearings were held a total of 18 days beginning July 17, 1974 and ending December 19, 1974. Seventeen of the eighteen sessions were on the record, but the second session of July 22 was utilized for negotiations. Mr. Jamil Akhtar, the president of Local 502, represented the Union throughout these proceedings. A number of persons represented the Employer, including members of the Wayne County Corporation Counsel's Office, the Wayne County Labor Relations Board staff, and the Sheriff's legal advisor.

The numerous issues outstanding between the parties required protracted hearings which resulted in a transcript of over 2100 pages and approximately 180 exhibits. The parties summarized their final positions either on the record or in exhibits, and post-hearing briefs were not submitted. In the

course of the hearings, various issues were resolved by the parties who requested the panel adopt the language so stipulated and order such provisions into effect. In the executive sessions of the arbitration panel -- 10 were held -- the Employer and Union panelists suggested the stipulated language of the parties be incorporated with the orders of the panel on disputed issues, and a complete contract -- containing agreed upon provisions as well as contract language ordered into effect by this panel -- be affixed to and incorporated in this opinion as a separate exhibit. The chairman concurred in this request. Various other agreements on outstanding issues are reflected hereinafter, including agreement as to which issues are economic and which are non-economic.

STATUTORY STANDARDS

Section 9 of Act 312 [MCLA 423.239; MSA 17.455(9)] establishes the following criteria to be applied by the panel in resolving the disputed issues and in formulating its awards:

(a) The lawful authority of the employer.

(b) Stipulations of the parties.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  (i) In public employment in comparable communities.
  (ii) In private employment in comparable communities.

(e) The average consumer prices for goods and services, commonly known as the cost of living.

(f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargain-

> ing, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

The voluminous record of testimony and exhibits constitutes the evidence to which the panel has applied the foregoing criteria in reaching its decisions. Although technical application of the rules of evidence was avoided to permit each party to fully present its case, the arbitration panel has based its findings, opinions, and awards solely upon competent and material evidence as contemplated by the statute, guided by the specific standards set forth above.

UNRESOLVED ISSUES

The record reflects approximately 96 issues remaining unresolved when the hearing commenced. Although some areas of agreement were reached in the course of the proceedings, the number of disputed issues outstanding at the close of the hearing renders it impractical to designate each at this point. Using the various summaries and documentations submitted, the panel will treat each issue separately. Due to the number and frequency of changes in position taken on many issues, it often was difficult to ascertain if a particular area actually

was outstanding at the close of the hearing or to determine the extent or nature of disagreement thereon. In treating each issue, however, the panel has been guided by the final summaries submitted in evidence as well as the transcript and exhibits. The recitation of the parties' respective positions on disputed issues is not intended as an exhaustive exposition; the panel has attempted to summarize only the most salient and important contentions.

For the sake of convenience and because the transcript and many exhibits were presented following placement in the expired contract, the panel has adhered to a similar order in discussing outstanding issues.

BACKGROUND AND CONTRACT TERM

The Union represents a bargaining unit of patrolmen, policewomen, police dispatchers, and detectives employed in the Wayne County Sheriff's Department; its first negotiated agreement was effective December 1, 1969. The bargaining unit is basically composed of all non-supervisory employees in the department and at the time of the hearings, consisted of 506 members including provisional patrolmen. The last contract between the parties extended from July 1, 1971 through June 30, 1974.

Wayne County is the most populous in the state and, accordingly, members of this bargaining unit are assigned a wide range of responsibilities and duties. The department has four major divisions, the largest being patrol and investigation which extends to road and park patrol, the detective bureau, and other miscellaneous functions. In addition, there is a jail division administering the Wayne County Jail, a court division consisting of personnel assigned to the various courts and building security, and an airport division assigned to Detroit Metropolitan Airport.

The Union first presented its collective bargaining demands to the Employer on or about February 20, 1974, with the latter's counter-proposal issuing April 30. On April 12, the State Employment Relations Commission assigned a mediator to assist in negotiations. On June 19, the Union, by letter from its president, informed the Employer of its intent to submit its contract demands to binding arbitration under Act 312; a copy of that letter was directed to the Employment Relations Commission. Since the fiscal year of the County runs from December 1 through November 30, a matter of some controversy existed throughout the hearing concerning whether, under §10 of Act 312, an award could be retroactive to the date of expiration

of the predecessor contract on June 30, 1974, or if the panel was limited in the area of compensation to issue orders effective December 1, 1974, since arbitration was not requested prior to the beginning of the December 1, 1973 - November 30, 1974 fiscal year. With the concurrence of the Employer, the chairman ruled that under the statute, the panel could award benefits retroactive only to December 1, 1974 -- albeit such interpretation might work an injustice in the instant case since the County's fiscal year differs from the date of expiration of the last collective bargaining agreement.

During the hearings, the parties also disagreed on the maximum term of any collective bargaining agreement ordered into effect by the panel. Although the parties could agree to a two year contract, the Employer contended for a three year agreement. The chairman, with concurrence of the Union panelist, ruled the statute contemplated a single year contract in the absence of agreement to a longer term. The chairman noted the standards of §9 are addressed to existing comparisons and that the statute speaks throughout in terms of a fiscal year. The chairman's rulings on retoractivity and duration were requested by the parties to assist in other areas of dispute and ultimately led to certain agreements which are

reflected hereinafter.

Two other issues continually arose in the arbitration proceeding. The first was the question of the constitutional authority of the Sheriff -- especially in non-economic departmental matters -- versus the authority of the ruling body of the County, the Board of Commissioners. Since no issue squarely challenged the constitutional authority of the Sheriff, the panel need not render a gratuitous opinion in this decision. However, the record clearly presents certain nascent problems in this area, underlying issues such as the agreement and safety clauses. The second problem frequently presented relates to the question of mandatory versus permissive subjects of bargaining, the County contending in various instances that the panel lacks authority to rule in an area when it is not a mandatory subject of bargaining under PERA. The chairman indicated early in the proceedings his belief that the panel can order into effect any matters which the parties could negotiate at the bargaining table, even though permissive subjects of bargaining. The chairman cautioned, however, that such ruling did not constitute a determination that the issue in question was fair and equitable and one which the panel should, upon such finding, order into effect.

Accordingly, insofar as this defense has been raised by the Employer on any issue hereinafter discussed and the majority of the panel has ordered such matter placed in the collective bargaining agreement, the objection of the County is, to that extent, overruled.

AGREEMENT CLAUSE

The parties are in dispute as to the language to be used in the non-economic opening sentence of the contract under the title "Agreement". The Employer would retain the language of the prior contract which states that the agreement is between the Board of Commissioners "as represented in negotiations by the Wayne County Labor Relations Board", and the Union.

The Union would add to the aforesaid language that the Labor Relations Board "shall for the purpose of this agreement be the implementing party and is empowered to direct and order that all boards and agencies comply with the provisions herein." The Union contends it has been plagued by problems in implementing grievance awards and in other aspects of the collective bargaining relationship because of the insertion of independent authority on the part of such units of County government as the Board of Auditors and the Civil Service Commission. The

Union contends that despite the passage of the Public Employment Relations Act, hereinafter designated "PERA", in 1965 and court decisions such as Wayne County Civil Service Comm'n. vs. Wayne County Board of Sup'rs., 384 Mich 363 (1971), various commissions and boards of the County continue to rely on prior legislation or antiquated rulings to frustrate implementation of the collective bargaining agreement. The County does not deny an underlying legal premise for the Union contention but argues the language would accomplish nothing, would give the Board of Commissioners and the Labor Relations Board no more authority than it already has, and the issue is not a mandatory subject of collective bargaining.

When dealing with public employers created by constitutional and statutory law, the panel is acutely aware of its inability to grant any more authority or power to the County than that with which it already has been endowed. On the other hand, it is clear that under PERA and the various court decisions implementing that statute, the County and, possibly, the Sheriff in areas of his constitutional authority are the public employers in this case and have complete authority to enter into and implement a collective bargaining agreement

with the Union. Under such circumstances, we conclude that the language requested by the Union has merit in that it clearly indicates the authority and power of the Board of Commissioners in the field of labor relations and in matters relating to collective bargaining. However, the panel believes inclusion of the words, "and is empowered to direct and order that all boards and agencies comply with the provisions herein", are superfluous and, possibly, non-enforceable.

RECOGNITION CLAUSE

The parties are in dispute over the wording of the recognition article -- Article I in the expired contract. They are in apparent agreement that the article is non-economic but expressed concern that certain requests of the Union regarding classifications might have an economic impact in other areas. The panel concludes, based upon findings set forth below, that the article should be treated as non-economic in the context of Act 312. One other reason for finding the language non-economic is that the record is not clear as to the final position of either party and no discernible economic impact can be had on the basis of the language standing alone.

The contention that economics is here involved is based primarily upon the Union demand that a classification of Corporal be included in the recognition article -- which position has not existed heretofore in the bargaining unit or in the Sheriff's Department. Since the panel does not intend to create new classifications for the Employer, this contention becomes academic.

The Union seeks a greatly expanded recognition article specifying specialty classifications of police officers, such as marine enforcement, aviation pilot, polygraph, and similar specialty classifications which positions now exist but which have not received collective bargaining recognition, except for certain special skills compensation. The Union also requests inclusion in the recognition article of minimum entry standards and qualifications for the hiring of police officers.

The County contends, inter alia, that its hiring standards are not mandatory subjects of bargaining and that the Union request for new classifications infringes upon prerogatives of the Employment Relations Commission in determinating appropriate units and accretions to such units. The Employer position basically is that the recognition article remain substantially the same as appears in the expired contract.

The panel concludes, in general, that the position of the Employer on the Recognition Article is well taken and should be incorporated as the language of the new contract, with certain modifications as set forth in the contract language ordered. The Union presently represents the specialties which it now wishes designated in the Recognition Article and, if anything, the enumeration of those classifications could be construed as a limitation, rather than an expansion, on its right to represent new, similar classifications if and when created by the Employer. Bargaining units are more appropriately defined in generic terms than by classifications; thus, anyone doing non-supervisory police work for the Wayne County Sheriff's Department, no matter how that individual may be classified, falls within the definition of the bargaining unit and is subject to the wages, hours and working conditions of the collective bargaining agreement. Any additions in the non-supervisory police work of the Sheriff's Department would constitute accretion to this bargaining unit and if a dispute arose, would be subject to determination by the Employment Relations Commission.

The panel rejects language requested by the Employer

that the Union must demonstrate its representational status in regard to additional employees who might perform police work for the Sheriff's Department. In addition, the added language requested by the Union regarding entry standards is also rejected.

UNION SECURITY

Disagreement exists on the language to be used in the Union Security Article -- Article III of the expired contract -- although the parties agree the questions here are non-economic. The parties also agree on §§1, 2, and 4 of the Union Security Article, but disagree on §3, relating to the probationary period for police officers.

The Employer contends the present six months probationary period, which exists for all other County employees, is too short to properly evaluate a new hire and determine his fitness for police work. Among the factors cited by the Sheriff for extending the probationary period to one year is the fact that police officers must spend a number of weeks in training before being placed on duty where they can be evaluated by departmental supervision. The Employer proposes a one year probationary period with provision for an executive

administrative hearing to be conducted by a command officer of another division than that in which the probationary employee is assigned, which hearing would review the probationary officer's ability to perform the job. The final decision on all probationary officers would be made by the Sheriff without recourse to the grievance procedure.

The Union is in agreement that a one year probationary period would be appropriate provided the results of the executive administrative hearing are appealable to the grievance-arbitration process of the contract.

The panel does see certain advantages to both parties in increasing the probationary period for police officers to one year. Not only is the actual work of policemen delayed because of academy training but the sensitive nature of their duties makes it advantageous for the Employer to have additional time in which to evaluate prospective permanent employees. By lengthening the probationary period to one year, the Employer is less likely to have to resort to discharge of doubtful employees to protect itself and prospective employees are afforded a better opportunity to prove themselves worthy of permanent employment. In these circumstances, all parties can be seen to benefit by the increased probationary period.

The major problem is whether the executive administrative hearing accorded to problem probationary employees should be subject to the grievance-arbitration process of the collective bargaining agreement. The problem with appealing a discharge of a probationer to the grievance procedure is that such appeal has the effect of destroying the concept of probation. Probationary periods are uniformly placed in contracts to give an Employer the opportunity to determine whether it desires a permanent employer-employee relationship with a particular employee, and to allow utilization of criteria often unavailable for tenured employees. Patently, one of the major concerns of unions is the protection of seniority employees from arbitrary and unjust terminations and probationary clauses are designed to give an employer the opportunity to rid itself of an undesirable employee without being subjected to normal contract standards and criteria for such discharges. In light of present developments in the civil rights field and other areas, the panel believes the better policy is to authorize the appeal of a probationary employee's discharge through the grievance procedure including arbitration, after conclusion of an executive administrative hearing, provided the only issues subject

to review in the grievance process and at arbitration are: 1) the existence of reasonable, job-related, and objectively ascertainable standards for evaluating probationary employees; and 2) the fair and impartial application of those standards to the discharged probationary employee. It would not be necessary for the Employer to establish the existence of just cause as traditionally applied to seniority employees, that is, to establish misconduct sufficient to support a discharge. With this limited area of appeal, there is no reason to believe the Union indiscriminately will resort to the grievance procedure on behalf of employees clearly of doubtful ability.

On the other hand, it is imperative the Employer adopt and utilize job evaluation criteria which are reasonable and job-related, and which provide an objective basis upon which supervisory personnel can evaluate probationary employees. Admittedly, many judgments by supervisors are subjective but such conclusions must be based upon demonstrable incidents and events, and identical standards must be utilized in the evaluation of all probationary employees.

REPRESENTATION

The parties are in agreement on the first five sections of the article dealing with Union representation (Article VI of the expired contract). The Employer, however, would add a new section to the contract -- contrary to the wishes of the Union -- limiting the number of Union representatives paid for time lost during regular working hours while engaged in collective bargaining with the Employer to not more than three. The Union argues against inclusion of the new section.

In the past, collective bargaining negotiations have transpired during regular day shift hours. The Union normally has had seven representatives participating in negotiations on its behalf. The past practice has been that any day shift employee who misses work during such collective bargaining sessions is paid without the need to make up the time. The Union seeks continuation of the practice. There is no evidence as to the amount or the average number of employees paid in past negotiations.

The Employer argues that some limitation should be placed upon its requirement to pay for time lost by Union negotiators. It noted some 30 bargaining sessions during current negotiations

with a cost in excess of $8,000. It contends the past practice arose when unions were evolving in the public sector and did not have the wherewithal to support their negotiating teams. With over 500 dues paying members, the Employer believes the Union is well able to support itself. It also argued that the size of the Union negotiating team is excessive in relation to the size of the unit and in comparison with other County unions representing much larger bargaining units, but this testimony would appear irrelevant to the issue.

Both parties agree this issue is economic in nature since it involves direct payment to employees. The panel concludes that the position taken by the Employer is the better one, since it would bring certitude to a situation which now is not clearly defined. Under the present practice, the Employer theoretically could be requested to pay an indefinite number of employees for negotiating time if they are all assigned to the shift on which the negotiations are held. The panel deems it desirable to clearly define the Employer's obligation in the manner of payment of Union representatives for negotiation time. While no abuse would appear to have arisen in the past, a potential problem is clearly discernible and should be

remedied by a contractual provision. Accordingly, the panel will adopt the last offer language of the Employer.

SETTLEMENT OF DISPUTES

Disagreement exists in regard to certain portions of the grievance article, most of which is non-economic in nature. The parties are also at impasse on the meaning of certain language on which agreement otherwise has been reached -- such as the interpretation of a "policy grievance" and whether such grievance may be taken to arbitration. Any dispute as to the meaning of such agreed-upon language is obviously outside the purview of this panel and will have to be ruled upon as individual problems arise between the Employer and the Union.

The parties agree to the language of the first four steps of the grievance procedure contained in Article VII of the expired contract. They also agree on certain subparagraphs of Step 6 in the grievance procedure, relating to final and binding arbitration, but each has presented subsections -- or a subsection in the case of the Employer -- which are in dispute. The Employer, further, contends that all subsections under Step 6 are a single package and should not be independently considered. The Union seeks addition of a Section 2 to the settle-

ment of disputes article, which section contains two subsections. The various areas of disagreement are discussed separately below:

Step 5 - Referral to Labor Relations Board:

Step 5 relates to the presentation of unsettled grievances to the Wayne County Labor Relations Board prior to appeal to arbitration in Step 6. The Union basically seeks that the Board itself, and not designated representatives, meet with the Union, contending that such interpretation under the existing contract has resulted in greater success in settling grievances at Step 5.

The language suggested by the Employer would permit the Labor Relations Board to designate a staff member to meet with the Union committee and after obtaining guidance from the Board, reduce the Employer's disposition to writing as required by the Step 5 procedure. The Employer argues the Board is a policy-making body which should not be required to meet with the Union on every unresolved grievance.

Step 6 - Arbitration Procedure:

There is agreement to the opening paragraph and subparagraphs a through e, and g, of the Step 6 language dealing with

submission of grievances to arbitration. As to subparagraph f and the subparagraphs following subparagraph g, there is either disagreement on language or whether subparagraphs should be included in the agreement. The matters in disagreement relate mainly to procedure after submission to arbitration or after issuance of an arbitral award.

In subparagraph f, the Union seeks that "the expense of the arbitrator shall be borne solely by the losing party". The Union argues that numerous grievances have been forced to arbitration by failure of the Employer to properly adhere to the lower steps of the grievance procedure, with a disproportionately high number of grievances being decided in its favor.

In its submission on subparagraph f, the Employer proposes language similar to that included in the expired contract that "the expenses of the arbitrator shall be shared equally by the parties." The Employer argues arbitration serves a useful purpose in the administration of a collective bargaining agreement and that language suggested by the Union would inhibit the parties from appealing grievances to arbitration for fear they might have to sustain the full cost. It submits each party is equally responsible for the adminis-

tration of the contract, and the expenses of arbitration should similarly be equally shared.

The Employer requests a new subparagraph h, stating "multiple grievances may be submitted to the arbitration procedure simultaneously provided they are confined to a single subject matter." It argues that in the past, grievances have been allowed to accumulate up to 9 or 10 months with as many as 29 submitted for a single arbitrator to decide. Such procedure is not proper nor can an arbitrator adequately fulfill his function when presented with so many grievances, especially when the subject matters are not related.

The Union proposes a subparagraph h which states that,

> "If an arbitration award is contested in a court or a governmental body holding proper jurisdiction, either by the Employer or agent, the Employer must pay all costs and attorney fees to the Union for such court appearances and preparation."

The Union proposes a subparagraph i:

> "If an arbitration award is not implemented within thirty (30) days, the Employer shall reimburse the Union for all costs and fees it incurs for any resulting

law suit or court action to compel implementation of an arbitration award."

The Union also proposes a subparagraph j which reads:

"The arbitrator shall have the power to issue subpoenas for all persons and/or documents held by the agent or the employer and any sub-division thereof when requested by either party on a need to know basis."

In support of these proposals, the Union argues it has been forced into court when the Employer has failed to implement an award or by the Employer's own resort to a court appeal. In regard to subsection j, it has been required to process grievances to arbitration because it previously had not been given needed information, although it concedes subparagraph j applies only to the arbitration hearing itself.

The Employer argues the Union's proposed subparagraphs h and i, requiring Employer payment of all costs and fees for court actions relating to arbitration, is unfair and that subparagraph j relating to the arbitrator's power to issue subpoenas is unnecessary and of no practical effect. As to court action, it contends there are many areas in labor relations law which are unsettled and in need of clarification

and questions presented to the court may very well be substantial.

Section 2 - Meetings and Failure of Employer to Reply:

The Union proposes a new Section 2 under the settlement of disputes article which contains two subparagraphs reading as follows:

> "(a) The Sheriff and/or the Labor Board shall meet with the Union within ten (10) days after receipt of a grievance, and it shall be incumbent upon the Sheriff (Step 4) and the Labor Board Staff (Step 5) to inform the Union as to the time, place and date of the grievance meeting.
>
> "(b) If the immediate supervisor, commanding officer, reviewing officer, Sheriff, or the Wayne County Labor Relations Board fails to meet with the Union within the prescribed period of time, and fails to submit a written reply to any and all grievances in the prescribed period of time, said grievance shall be sustained on behalf of the Union and the grieving party or parties."

The Union argues it should be informed in advance of the time, place and date of any meeting on a grievance, and that if the Employer does not appropriately respond at a

particular step as required by contract, the grievance should be sustained in favor of the Union.

The Employer argues that subparagraph a adds nothing to the prescribed time limits for a written response set forth at each step of the grievance procedure and that subparagraph b amounts to a default procedure, which is unfair merely because the Employer technically may have failed to make proper reply to a Union grievance.

CONCLUSIONS OF PANEL

The panel concludes it is essential that the Step 5 decision be that of the Wayne County Labor Relations Board but that the Board need not meet with the Union on each grievance. It is sufficient for the Board to review all matter submitted at Step 5 and for it to formally concur in the recommendations of its Director or a designated staff representative. With an employer the size of Wayne County, it is unreasonable to expect the Labor Relations Board, composed as it is of part-time members, can adequately meet on every grievance appealed to its level. Because of the requirement that the Board review and concur in the Step 5 disposition, it shall have 20 days in which to do so.

The panel concludes that the past practice in regard to sharing the expenses of arbitration should be continued. While the panel does not condone the practices of the Employer regarding implementation of this article in the expired contract, we do not deem it desirable to memorialize prior differences and problems by incorporating language which can only tend to continue what may have been poor labor relations practice in the past. For this reason, the panel also rejects subparagraphs h and i proposed by the Union which would require the Employer pay all costs and fees for any court litigation after the issuance of an arbitration award. The panel has drafted language which it believes justly protects the interests of both parties in this area. The panel further rejects the Union proposed subparagraph j regarding the arbitrator's power to issue subpoenas on the ground that such contract language is unnecessary under the rules of the American Arbitration Association -- which are to be controlling -- and can neither add to nor subtract from the authority of the arbitrator, since enforcement of a subpoena is a matter for court action. Parenthetically, it may be appropriate for an arbitrator to draw conclusions adverse to the party failing to produce relevant

requested or subpoenaed evidence within its control.

In regard to the Employer proposed subsection h on multiple grievances, the panel believes that while such language would undoubtedly provide a more orderly presentation of grievances at arbitration, its exclusion will act to facilitate grievance settlements at earlier steps in the grievance process. The panel is not unmindful that one reason so many grievances have been appealed to arbitration in the past was the Employer's failure to properly implement the letter and spirit of the grievance article. The Union should not be restricted -- beyond established time limits -- in the number of grievances appealed to arbitration.

In regard to the Union proposed Section 2, the panel concludes subparagraph a adds nothing not already included in language appropriate to the various steps of the grievance procedure and imposes no obligation on the Employer not explicitly or implicitly found in other provisions of the article. For example, if a meeting is to be held with the labor board or its designated representative, the Employer obviously must notify the Union of the time, place, and date of such meeting to fulfill the requirements of that step. Accordingly, the Union language as to subparagraph a of

Section 2 is rejected.

In regard to paragraph b of Section 2, the panel finds merit to language which would provide that if the Employer does not make an appropriate response at a given step of the grievance procedure within the required time period, the grievance will be deemed settled in favor of the Union. By the same token, failure by the Union to appeal a grievance at any step should result in it being deemed withdrawn. The panel also believes the settlement of any grievance should not be considered as authority in any other matter unless the parties, by clear written statement to that effect, so desire.

DISCIPLINARY PROCEDURES

There is disagreement in regard to a number of sections of the article dealing with "Disciplinary Procedure" (Article VIII of the expired contract) which article has been expanded greatly during the current negotiations. The proposed article is composed of three major sections -- A, B, and C -- with a number of clauses under each. Section A deals with disciplinary procedures in general; Section B pertains to Investigation Procedures, or as the Union terms it, Bill of Rights; and Section C deals with miscellaneous conditions. The Union's

proposed article does not contain a Section C but the provisions on which it agrees with the Employer appear under its Section B, Bill of Rights; the parties agree on Sections 1 through 7 and Sections 9 through 11 of Section A, but disagree on the language for a proposed Section 8. Using the Union proposal, the parties also agree to subparagraphs A through H, J, and paragraph 2 of Section B. The parties disagree on subparagraphs I, L, M of Section 1 and Sections 3 and 4 of Section B of the article.

Section A8 of the disciplinary article concerns the question of arbitral review of the action of a trial board or a probationary administrative hearing. The language proposed by the Union provides that the Union may appeal the action of both a trial board and a probationary administrative hearing to arbitration and that, "the arbitrator shall review the cause of action, and justness of the punishment imposed based upon the record made before the trial board."

The Employer's proposed language would not provide for an appeal to arbitration from a probationary administrative hearing and further limits the review power of the arbitrator. The intent of the Employer language is that an arbitrator may only decide whether the Sheriff acted within the pur-

view of the evidence presented but the arbitrator should not substitute his judgment for that of the Sheriff. The Employer contends its proposed §8 is designed to limit the authority of the arbitrator in reviewing disciplinary cases.

In regard to the proposed Section B, the Union seeks its entitlement as "Bill of Rights" and the Employer argues it should be called "Investigation Procedures". The section deals with the rights of employees under investigation for any reason which could lead to a disciplinary action. In view of the fact that both titles aptly describe the nature of Section B, the panel will adopt both proposed titles and call the section, "Investigation Procedures - Bill of Rights".

The parties disagree on the language of proposed subsection I, Section B, relating to the use of polygraph examinations. The Employer contends it has the right to require an employee to submit to a polygraph examination and that its proposed language places limitations on the use of such examinations which assure fair treatment. The Union proposes contract language which would place polygraph examinations under Union control after receiving the written consent of an employee to the use of such examination. Thus, the Union language would permit it to select the agency or person adminis-

tering the examination, with the Employer paying costs related thereto, and the Union would prepare and submit all questions to be asked in the examination.

The Union proposes the following contract language in Section 1K (of Section B):

> "If a member is charged with the commission of a misdemeanor or a violation of a departmental rule or regulation and is suspended until such a time as a court or trial board renders a decision as to the alleged charges, the Employer shall continue to pay the member's salary and all other benefits."

The Union submits there have been instances of employees suspended without pay for lengthy periods while awaiting a decision on charges and if the Sheriff decides to dispense with their services while such cases are pending, the Employer should be required to continue pay during the pendency of the action. The Union notes that its proposed language relates only to misdemeanors and that in such cases, the Sheriff can find some job in the department for the employee to perform until his case is resolved.

The Employer argues the Sheriff should have discretion, depending upon the circumstances, to either suspend an employee

without pay or to keep the employee in a pay status until the charge is resolved. The parties agree that insofar as the Union demand entails payment to an employee without any opportunity for recoupment from accrued benefits should the disciplinary action be upheld, it is an economic demand. Past practice in the department has followed the contention of the Employer, leaving such matters to the discretion of the Sheriff but permitting the Union the use of the grievance procedure as recourse if the charge is not upheld.

The Union seeks language in Section L of Section B to provide,

> "if an employee is suspended or dismissed as a result of a disciplinary action and/or hearing, the Employer shall continue to pay the employee's contractual insurance premiums, if the Union appeals said action through arbitration and a court action."

The Employer would reimburse an employee in such circumstances, provided he is exonerated of all charges by the court and/or trial board in situations where the employee has been suspended.

In subsection M, the Union requests,

> "if a member of the bargaining unit is charged with the commission of a felony, and said member is suspended until such time as a court renders its decision as to the alleged charges, the Employer agrees to continue to pay all contractual insurance premiums."

The Union notes that when an individual is charged with a felony, he is automatically suspended from duty, which is not necessarily the case in regard to a misdemeanor charge or other disciplinary action covered in its demands found in subparagraphs K and L. The Employer would agree to pay the employee's contractual insurance premiums during a period of suspension but if the employee is found guilty, he would be required to repay the County monies expended for contractual insurance premiums from his accumulated payoff on sick time, annual leave, and holiday time. This offer is with the proviso that during the period of the suspension the employee would not be able to use any of his sick time or annual leave until after the suspension is terminated.

The Union proposes a subsection N requiring that all trial board hearings be recorded by a certified court reporter and that the Employer supply the Union with a copy of the transcript without cost. The Employer agrees to the demand

that trial board hearings be reported but contends the cost of the transcript should be shared equally. In the past a transcript has not been made of trial board hearings.

The Union seeks to add, as Section B3, language which would protect employees in the bargaining unit against claims or actions based upon acts occurring within the scope of their employment. The language proposed by the Union requires the Employer to supply counsel, and any costs, settlements, or judgments attendant thereto. The Employer agrees in principle to such language, but would limit it to negligent acts on the part of employees contending it cannot be held responsible under appropriate state and enabling legislation (MCLA 691. 1408) for willful or intentional acts, including criminal conduct, by an employee.

The Union also proposes the addition of a Section 4 to Section B to provide that "only the Sheriff or Undersheriff may suspend a police officer." The record indicates some dispute or possible confusion as to the intention of this language, since the Union makes a distinction between relieving a man from duty, which is a temporary matter, and a suspension, which entails loss of pay and benefits. The Employer disagrees with this proposal, contending the Sheriff should be able to dele-

gate these matters to lower level supervision.

CONCLUSIONS OF THE PANEL

In regard to language proposed as Section 8 of Part A, the disposition of the panel under the Settlement of Disputes article, treated above, resolves the question raised regarding arbitration for probationary employees. The panel also concludes that the language proposed by the Employer limiting the review power of the arbitrator is overly complex and in any event, could still be subject to an interpretation as broad as that of the language advanced by the Union. Accordingly, the panel concludes that it will adopt the language for Section 8 proposed by the Union.

In regard to Section I of Part B relating to the administration of polygraph examinations, the panel finds the language proposed by the Union much too restrictive and adopts the language of Section I proposed by the Employer with certain modifications which will adequately protect the rights of employees.

Section K of Part B relates to the continuance of pay to an employee suspended due to a charge of having committed a misdemeanor. The panel concludes the language proposed by the

Union should be adopted. That language is limited to so-called "low" misdemeanors and in such cases, the panel concludes the Employer may adequately protect itself by transferring the employee to other work in the department. In such cases, lengthy court procedures usually are not involved and any suspension imposed should only last a short period of time.

Under paragraphs L and M proposed by the Union, the Employer would pay all contractual insurance premiums where an employee has been suspended because of a felony charge or as a result of other disciplinary action. The panel agrees with the proposal of the Employer but believes such insurance premiums should be continued with the proviso that if the employee is found guilty or the suspension upheld, he would be required to repay the County from his accumulated payoff on sick time, annual leave, and/or holiday time. In this fashion, insurance benefits will continue but the Employer and the public will be reimbursed in the event that the suspension is held to have been justified.

As to the Union proposed Section N of Part B that the Employer furnish a transcript of all trial board hearings, the panel concludes the language proposed by the Employer is fair to both parties. The panel finds no basis for requiring the

Employer to pay all court reporter and transcript costs should a transcript be necessary for further proceedings.

The panel has given careful consideration to the respective proposals regarding the protection of employees against claims and civil actions for damages arising out of actions occurring within the scope of employment. It sees no basis for requiring the Employer to defend every employee whose conduct may be willful or intentional, and the Employer should have an election of doing so. This will not prevent the Employer from defending in given situations should it decide to do so. On the other hand, if the Employer elects not to defend, the employee should be completely indemnified if it is ultimately determined that his conduct was negligent and not willful or intentional.

In regard to the Union's proposed Section 4 of Part B -- who may suspend -- the panel concludes this matter should be left to further negotiations between the parties. The Union made no pressing case for the necessity of the language it proposes, and the record indicates there could be some confusion as to how the language would be implemented and in what circumstances. Accordingly, the panel rejects the proposed Section 4 language.

MANAGEMENT RIGHTS

The Employer proposes new language for the management rights article -- Article XI in the expired contract. The Employer contends its proposed language is more readily understandable and less legalistic than the former provision. It also proposes removal from the management rights article of a clause providing there shall be no discriminatory treatment of employees and in cases where discrimination is charged, the Union will carry the burden of proof with the costs of arbitration borne wholly by the losing party. The Employer contends that arbitrators have given an interpretation to the discrimination clause that was not intended, thereby restricting the ability of the Sheriff to manage the department as he judges best. The record indicates three grievances have been filed by the Union under the discrimination clause with the Union sustained in arbitration on one such grievance. The Union relates that the discrimination language was placed in the expired contract as a result of a previous Act 312 decision and order.

The proposed language of Section 1 does not appear to expand or diminish the rights of the Sheriff to manage the department but merely makes more specific several areas

already within the exclusive purview of the Employer. For example, hiring, discipline, discharge, transfer, and promotion, the setting of starting and quitting times, and the number of hours to be worked, all of which are subject to any express regulation or restriction set forth in the contract.

Section 2 of the Employer's proposal contains identical language to that found in Section 2(a) of the expired contract except that the word "Sheriff" is substituted for the words "appointing authority". Section 2(b) of the expired contract is the discrimination clause which the Employer would omit from the new contract.

The panel can see no compelling basis for changing the existing language of the management rights article and, therefore, denies the Employer's request for revised language. The present section exists in broad terms and can be utilized as such by the Employer. In regard to the elimination of the discrimination clause -- Section 2(b) of the expired contract -- the panel considers it desirable to retain that provision in this era of heightened employee consciousness and resort to outside agencies to remedy claims of alleged discrimination. The present clause 2(b) gives employees an avenue under the contract to resolve such claims without resorting to expensive

and time consuming administrative or court remedies. Thus, the panel concludes that all parties may reasonably benefit by the retention of the anti-discrimination language found in the expired contract.

MANUAL OF PERSONNEL PROCEDURES

The Employer seeks revised language in the article entitled Manual of Personnel Procedures -- Article XII of the expired contract -- dealing with the rules and regulations of the Wayne County Civil Service Commission. The prior contract incorporated these rules and regulations, designated as the "Manual of Personnel Procedures", and provided that any changes therein would be bargained with the Union. The expired language further provided that "all provisions of the Manual of Personnel Procedures shall apply where not in conflict with or changed by the terms of this agreement." The Employer contends this latter language has caused arbitrators to conclude that all of the rules and regulations in the manual are incorporated in the collective bargaining agreement by reference and, therefore, are arbitrable under that agreement.

In its revised language, the Employer proposes 1) that

the rules and regulations of the Civil Service Commission apply to the Union's bargaining unit except as modified or supplanted by express contract provision; 2) that action taken by the Civil Service Commission shall not be reviewable in the grievance procedure unless it violates an express contractual provision; and 3) that any change by the Civil Service Commission in its rules and regulations shall be the subject of good faith bargaining where the proposed change involves mandatory subjects of bargaining under PERA and in the case of permissive subjects of bargaining, the Employer agrees to meet and confer with the Union.

The Union opposes the changes proposed by the Employer, contending that the Employer's language will take away important gains made by it in regard to Civil Service procedures and actions.

The panel believes the concept incorporated under Article XII of the last contract was a good one, although some ambiguity may have existed in the language. The parties have bargained many specific areas of the contract and their agreements are incorporated in the new contract annexed hereto. In addition, the panel has considered all remaining areas in which impasse exist and has directed the adoption of specific

contract provisions. As to both the areas on which agreement has been reached and those ordered into effect by the panel, there can be no doubt that the parties have negotiated and presented their respective positions in view of existing personnel practices. Such practices which have been acceptable to the parties were not considered as areas of dispute, and the parties have expressed a willingness that such areas of the Employer's Manual be incorporated into the contract.

By the same token, the panel believes that the Employer should not be free to modify working conditions which have not been bargained, or submitted to this panel because they were acceptable in the past, without good faith bargaining. The language ordered into effect by the panel will, hopefully, more clearly set forth the respective rights and obligations of the parties under Article XII.

SENIORITY

Both parties have presented extensive language changes in the Seniority article of the contract -- Article XIII of the expired agreement. In addition to changes in language, the Employer argues that certain portions of the seniority provision appropriately belong in other articles of the

contract. The parties agree on §1 of the seniority article covering acquiring and loss of seniority. The only disagreement in §1 is whether the subparagraph pertaining to stewards not being transferred except on mutual agreement between the Sheriff and the Union should be placed in the seniority article or in the representation article as requested by the Employer. Section 2 of the Union's proposed seniority language dealing with annual leave schedules is also agreed upon by the parties, but the Employer would place that clause in the annual leave article -- Article XXII of the expired agreement.

The major areas of disagreement relate to Sections 3 through 7 of the Union's proposed language dealing with transfers and shift preferences. In addition to fundamental differences in contract language, the Employer would place such contract language in a separate article following the seniority article, which would combine shift preferences and transfers with the promotions article in the expired contract.

In regard to transfers, the language proposed by the Union relies almost exclusively on seniority as the criterion governing the transfer of employees, either between divisions or within a division. If the Sheriff choses not to follow

seniority he must be prepared to substantiate his choice in the grievance procedure under the contract. Under the Union's proposed language, it is responsible for and takes the initiative in presenting names of eligible "members" for positions the Sheriff has notified the Union are to become vacant, or for new positions. Among other provisions requested, the Union desires all transfer grievances be instituted at the fourth step and that any employee have the right to refuse a lateral transfer. Both the Employer and the Union agree there are certain job assignments, such as internal security bureau and community relations, that are exempt from the transfer provisions, with those vacancies being filled at the discretion of the Sheriff.

The Employer presented lengthy testimony to substantiate its requested language in regard to transfers, which in general stressed that the Sheriff should have discretion to transfer the best qualified employee to vacant or newly created positions, and that seniority should be only one factor taken into consideration along with the personnel record, education, appearance, ability, special qualifications, work habits, and attitude of the employee. The Employer argues the language proposed by the Union is too complex and cumbersome and has

led to too many grievances in the past. While the Employer would admit that seniority taken alone is perhaps a more objective criteria than the standards incorporated in its language, it argues that it must be able to take into account factors other than seniority in job assignment in order to achieve an efficient and smooth running law enforcement agency.

The panel agrees in major part with the contention of the Employer in regard to seniority, shift preference and transfers. In regard to provisions relative to the transfer of stewards and annual leave schedules, it concludes such language more appropriately should be placed in the representation and annual leave articles, respectively, rather than the seniority article. We also agree with the Employer that the matter of shift preference and transfers is more appropriately placed in a separate article rather than in the seniority clause. The panel will adopt the language of the Employer on transfers with certain modifications and additions which should result in more objectively ascertainable standards, on the ground that flexibility and discretion should be given to the Sheriff in making job assignments and transfers and that the language ordered into effect is sufficiently objective to

be workable and fair to employees in the bargaining unit. The panel also believes additional language should be incorporated to provide clear contractual guidelines concerning trial periods following transfer, and temporary transfers.

PROMOTIONS

The parties are in disagreement in regard to various sections or subsections of the promotion article (Article XIV in the expired agreement).

Corporal Classification

The Union would add as a promotional category the new classification of Corporal which has not existed in the Department previously, with the request that the new classification be compensated at a rate of $1,000 per year above the patrolman classification and with employees receiving promotion to that classification automatically after ten years' service. The position is non-supervisory and the record does not reflect any new or different duties or responsibilities for the rank. The Union contends the new classification is needed to provide job incentive to long term employees.

The Employer contends a new classification of Corporal

is not needed, that the present complement of sergeants is adequate to handle all present supervisory responsibilities, and that the new rank would merely be that of a senior patrolman, who is now adequately compensated under the longevity pay provisions of the collective bargaining agreement. It also submits that institution of a new rank would result in 121 patrolmen being eligible for immediate promotion to the corporal classification and that the additional costs, as reflected in the Union's demand for a higher wage for that classification, is prohibitive.

The panel rejects the demand for a new classification of corporal. The various pay grade and longevity provisions adequately reimburse long term employees and we see no justification for asking the panel in an Act 312 case to institute a new classification. Were the panel to grant the Union request, numerous questions still would be unresolved as to the duties and responsibilities of the new classification and how it would fit into the overall provisions of the contract.

Promotional Examinations

The parties disagree on the amount of weight to be accorded the written examination, education and experience,

and the oral examination for promotion to detective and/or sergeant. In the prior contract, the written examination received 85% credit, whereas the Employer's final offer gives 60%. Testimony was offered by the Employer that 60% is the average among large police departments surveyed, as well as the average for departments in surrounding communities. It contends the prior contract requirement placed too much emphasis on the written examination without taking into consideration the other abilities and characteristics needed for detective work or the sergeant classification. For its part, the Union stresses the desirability of placing more emphasis on education and thereby seeks to retain the present emphasis on the written examination.

The panel is aware of recent decisions emphasizing that too great weight placed on the results of written examinations in promotional situations can discriminate against minorities and those lacking extensive formal educations. Nevertheless, the panel believes that written examinations provide objectively ascertainable information and while it agrees there should be some de-emphasis on test results, it cannot completely accept the Employer's proposal.

After careful consideration of all evidence and arguments,

the panel will order the following weights and categories on promotional examinations: written examination - 75 points; experience - 10 points; higher education - 4 point maximum (one point for each 30 college semester hours); in-service training - 4 points; and performance evaluation (oral interview) - 7 points. This will permit broader criteria for promotion to the ranks of detective and sergeant and will enable the Employer to accord greater consideration to factors other than formal education and test writing ability.

Appeals of Examination Process

The Union requests language enabling members to appeal examination results for specific reasons and establishing a committee to hear such appeals, with recourse to the grievance procedure. The Employer has no objection to an appeal board being appointed by the Commission but would not permit recourse to the grievance procedure in regard to performance evaluation scores. As to the remaining parts of the examination process, the Employer concedes the Union would have recourse to the grievance process.

The panel concludes that employees ought to be able to challenge Employer decisions reached under this section of

the contract and agrees with the Union proposal, as modified, including the limited grounds for appeal, consideration of such appeal by an Appeal Board, and access to the grievance article at Step 6.

Removal from Promotional Lists

The parties are in agreement that a member shall be removed from a promotional list upon termination of his employment but disagree whether such removal can be accomplished through trial board decision. The Union argues that so many trial board decisions have been overturned by arbitrators it would be unfair to allow removal from a promotional list based on trial board decision only. The Employer submits such removal by trial board decision is another method of employee discipline. The panel agrees with the Employer's contention that the trial board should not be precluded from using removal from promotional list as a means of discipline but such removal should not exceed a 90 day period. The trial board should have discretion and a broad range in issuing disciplinary measures. Such decision is, of course, subject to the grievance procedure and full and appropriate redress can be accorded through the arbitral process in the event of improper Employer action or penalty.

Filling Vacant Positions

The Union seeks a clause in the promotion article stating, "There shall not be any payroll encumbrance or economic freeze of any position in the bargaining unit or a position to which a member could be promoted to." The Employer contends the subject is covered in the article dealing with safety and manning, and that the Union has no right to require the filling of non-bargaining unit positions, such as that of sergeant. Section 2(c), Article XIV, of the expired contract contained a provision regarding vacancies resulting from permanent separation or promotion being filled on the basis of safety -- "notwithstanding any payroll encumbrance which may occur as a result of such separation."

The panel agrees to the inclusion of language similar to that in the expired contract, preventing the Employer from refusing to fill vacant positions caused by permanent separation or promotion due to outstanding payroll encumbrances. The panel believes, however, that the Union should not be able to determine or freeze the number of sergeant positions, or preclude an "economic freeze" which in any event, may not be within the Employer's control, depending on economic circumstances. Accordingly, we will modify the present language of

the contract following the precedent set in the prior agreement.

The language proposed by the parties for both sections agreed upon and those in disagreement varies somewhat, and the language adopted in the attached contract represents the panel's final conclusions as to acceptable language to be included in the collective bargaining agreement.

HOLIDAYS

The parties are near agreement on the holiday article (Article XXI of the expired agreement), except for the Union demand that May 1, Law Day, be added as the 16th paid holiday. The Employer argues County employees already receive more paid holidays than employees of any other governmental unit in the area, and that it has made substantial movement in agreeing to additional pay for (what are denoted as) major holidays as well as additional pay for minor holidays. The Union submits that Law Day is unique to police officers and should be recognized as a paid holiday.

The panel concludes the holidays already granted are fair and adequate, and compare most favorably with those granted by other area employers. Accordingly, the panel rejects the

Union's demand for an additional holiday designated as Law Day.

SICK LEAVE

The parties disagree on several provisions of the sick leave article -- Article XXIII of the expired contract. The areas of disagreement will be discussed separately below.

Additional Annual Leave

A dispute exists on the amount of annual leave to be credited an employee who uses little or no sick leave. The Employer has offered to credit an employee with an additional 24 hours of annual leave if he uses fewer than 5 sick leave days per year. The Union agrees with this provision but would add two additional provisions whereby an employee using less than 3 sick leave days per year is credited with 32 additional hours of annual leave and an employee who uses no sick leave is credited with 40 hours of annual leave. Employees accrue one day of sick leave per month. The Employer argues the Union is attempting to transfer sick leave into annual or vacation leave, and that its offer is equitable.

The panel agrees with the position advanced by the Employer. The provisions for annual and sick leave are adequate; the Union's demand tends to distort the real purpose of sick leave,

which is to provide paid time for employees who are actually sick and unable to adequately perform their job duties.

Filling Positions

The Union requests a clause providing that if an employee is on sick leave, with or without pay, for a period longer than 20 days, his position will be filled on a temporary basis It argues the position should be filled on temporary basis by persons on the eligibility list who are willing to accept a limited-term appointment. The Union notes this procedure is in fact followed now; the procedure is awkward, however, and it desires to accelerate the process.

The Employer submits the present procedure -- which involves Board of Commissioners authorization and approval by the Board of Auditors -- cannot be avoided under the contract language proposed by the Union.

The panel believes the procedural problems proposed by the Employer in this matter can be overcome and that the Union demand should be granted. No argument exists that positions vacated by extended sick leave should be filled, and the panel concludes that clarity and definiteness would be desirable in this area and, therefore, will adopt the language

proposed by the Union.

Mandatory Use of Sick Leave

The expired contract provided that if an employee's doctor orders him to take a sick leave, such leave will be granted. The Union request is that the member, at his option, may take a sick leave with or without pay, whereas the Employer requests language requiring the employee utilize sick leave during such period. The Union contends that Commission rules presently allow employees to take sick leave without pay, and it objects to the County's attempt to force employees to utilize sick time.

The panel concludes that since the purpose of sick leave is to compensate for time off because of illness, the Employer's language should be adopted. If employees seek leave without pay, an appropriate request for that type of leave should be made rather than using sick leave procedures.

Separation from County Service

The expired contract provided that accumulated unused sick leave would be paid to employees on separation from County service on the following basis: 100% upon death provided the employee completed two or more years of service; 75% upon retire-

ment; and 50% upon separation from County service for any other cause if the employee completed two or more years of service. The Employer would continue with this procedure, whereas the Union requests employees be paid for all unused accumulated sick leave at the rate of compensation applicable at the time of separation, regardless of the reason. The Union argues that a person who knows he will be separating from employment begins using his accumulated sick leave and the Employer cannot rely on his services.

The panel agrees with the existing language of the expired contract. The fact that some employees may abuse sick leave does not mean that the change requested by the Union is justified or equitable. The present provisions of the contract compare favorably with those existing in other public and private employment contracts and we see no reason for further extension at this time.

A number of other provisions of the sick leave article were in dispute at various points in the record but the parties were able to reach agreement and these understandings are incorporated in the sick leave article. In particular, the parties resolved the issue of employees returning from sick leave and being challenged by the Employer's physician as to

their fitness to report for work by providing that if the employee was not placed on the payroll, a grievance may be submitted at Step 5 of the grievance procedure.

PERSONAL BUSINESS LEAVE

The procedure in the expired agreement provided that employees may use up to four days of their accumulated sick leave for personal business leave. The Union requests the present procedure continue but that personal business leave days not be deducted from a member's sick leave bank. The Employer agrees to continue the present procedure, including the language providing that use of personal leave days will not reduce the number of additional vacation days credited to an employee for non-use of sick leave. The Employer contends that many of its offers -- holiday pay and the like -- were predicated on its desire to eliminate some of the causal factors for overtime within the department. The Employer contends that the problem of "banked time" is a serious one in managing the affairs of the department and attempting to plan ahead on the availability of personnel. The Employer contends its offer is reasonably similar to that extended in all County contracts in existence at the present time.

The panel agrees to the Employer's proposal on personal business leave. The Union demand, in actuality, amounts to a request for four more days of annual leave per year and is not justified under all the facts here presented. The method of handling personal leave is uniform throughout the County, and the panel perceives no need to alter that procedure.

MATERNITY LEAVE

The expired contract did not contain provision for maternity leave. Both parties have presented language dealing with that issue. Presently, maternity leaves are handled pursuant to the rules and regulations of the Civil Service Commission, which were incorporated in the contract by reference. The parties agree that specific contract language on maternity leaves is desirable but differ on the actual provisions to be added. The Civil Service rules provide that a pregnant employee shall be required to apply for a leave of absence without pay at least 5 months before the expected date of delivery and extending 2 months thereafter, with the proviso that a shorter leave may be requested and granted upon written recommendation from the employee's personal physician.

The Union presents language providing that when the

personal physician of a pregnant member believes her personal safety is endangered through regular employment and the Sheriff is so notified, the Sheriff shall transfer her to a non-hazardous position. If the Sheriff is unable to effect such assignment, the employee is laid off and paid unemployment benefits equal to 100% of salary until the pregnancy is terminated. After termination of the pregnancy, the employee has the right to take a sick leave with or without pay for a period not to exceed one year with her contractual insurance premiums paid by the Employer for a period of two years. The employee is to return to work after one year during which period her position is filled on a temporary basis.

The Employer's language provides that once the employee cannot continue regular employment on advice of her personal physician and the Employer is so notified, the employee is allowed to commence utilizing sick time or she may be placed in a work location which will minimize personal danger to her, provided such position is available. Once the employee has used all accumulated sick and annual leave, she will be placed on an unpaid leave of absence until her physician determines she is capable of returning to her regular position, which return should take place within six months following the termina-

tion of the pregnancy. The Employer points out that its unemployment compensation provisions are governed by the rules of the Michigan Employment Security Commission and that the Union's position would force it into laying off pregnant employees in every case, thereby incurring unemployment compensation liability. The Employer thus concludes it would be required to provide 100% compensation for pregnant employees under the Union's language, which extends beyond the requirements of the Employment Security Commission and current law on the subject matter.

Both parties agree the provisions presented regarding maternity leave are economic and that the panel must accept the last offer of one of the parties. The panel concludes that the concept presented by the Employer should be accepted since it is a substantial improvement over provisions existing under Civil Service rules and is fair to both the pregnant employee and the other members of the bargaining unit. However, the panel has effected certain language changes in the Employer's proposal which do not have economic impact but should serve to clarify.

SABBATICAL LEAVE

The Union requests a provision on sabbatical leave, which is a new demand. Its final proposal, which the parties agree is economic, provides that after 15 years of continuous service, each employee will be entitled to one sabbatical leave of not less than 180 days or more than 360 days, with any leave over 180 days subject to approval by the Sheriff. After an employee reaches his 15th anniversary, he and the Sheriff will agree to the time for such leave and while on leave, the employee's position shall be filled on a temporary basis; neither vacation nor holiday credits will be earned during such leave. The Union argues that because of the stress and strain involved in police work -- which has been recognized by special Workmen's Compensation benefits -- an employee should have the opportunity of "getting himself together" -- which would be in the Employer's best interests as well.

The Employer submits the vacations offered by the County relieve employees of stresses endured throughout the year and that the huge cost encountered in granting the Union demand is not justified. It contends the initial impact of the proposal would cause the loss of 73 employees for up to a year and could cost the Employer 2½ million dollars. The Union disputes

some of the Employer's cost figures -- especially for annual and sick leave -- and submits that sabbatical leaves could be spread over a longer period.

The panel rejects the demand of the Union for sabbatical leave, believing it is not justified under this record. The agreed upon annual, holiday, and sick leave provisions should adequately compensate for the stresses encountered in law enforcement work.

UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCE

The parties disagree on various sections of the article dealing with uniform, clothing and equipment allowance (Article XXVIII of the expired contract). Among the issues separating them is the delineation of specific items of equipment and apparel issued to employees which the County contends is not an appropriate matter for collective bargaining or inclusion in the contract. Moreover, the record indicates some disagreement between the Sheriff and the County in regard to what, if any, items of equipment or apparel should be delineated in the contract but for purposes of this decision and order, the panel is treating the last offer of each party as exemplified in their respective exhibits, since both agree

this provision is economic. Patently, the prior collective bargaining agreement did spell out with some specificity the equipment and clothing which was standard issue for each employee of the department.

The parties agree with language requiring each new employee be furnished with a complete uniform upon entry into the Department, but the Union would eliminate the added stipulation, "in accordance with specifications and standards established by the Sheriff", maintaining such standards are negotiable. The Employer would maintain the foregoing language, which appears in substantially the same form in the expired contract. It contends it is a basic duty and responsibility of the Sheriff to determine the necessary equipment and apparel for the employees of the Department.

The parties also disagree on the amount of annual uniform allowance to be paid to employees on March 1st of each year, beginning March 1, 1975 through March 1, 1977. The expired contract provided a uniform allowance of $250, with $100 to non-uniformed employees. The Union requests a $400 allowance to all employees in each of the three years of the contract, submitting some non-uniformed personnel, such as the metro squad, were paid the uniform allowance under the prior agree-

ment rather than the clothing allowance of $100 -- which the contract specified would be paid "to all detectives" -- and such discrepancies precipitated a number of grievances. The Employer admits that problems did arise but contends its language would prevent such occurrence in the future. It offers to increase the uniform allowance to $300 for all officers required to wear uniforms in the performance of their duties and to increase the clothing allowance for personnel not required to wear uniforms by $50, to $150, on March 1, 1975. The Employer offers additional $25 increases for both categories on March 1, 1976 and again on March 1, 1977, bringing the uniform allowance to $350 and the clothing allowance to $200.

The parties also differ in regard to the section setting forth the specific items of uniform apparel and/or equipment which will be furnished each employee upon entry into the Department. The principle differences are that the Union would specify certain items of equipment, such as flashlights and the amount of ammunition, in addition to uniform items. The Employer, on the other hand, omits, in the main, reference to equipment items, leaving those to the discretion of the Sheriff, and also sets forth a separate list of uniform items for female police officers.

The panel adopts the language proposed by the Employer in the disputed areas of uniform, clothing and equipment allowance. The contract provision permitting the Sheriff to set the specifications and standards for a complete uniform to be supplied each employee follows the language of the expired contract and is more in accord with the realities necessary to administer the Department. The contract cannot set forth in detail all of the various considerations that must be made in choosing a particular uniform, such as the weight of the uniform, the type of cloth, and other specifications. While both parties may agree on certain items to be furnished every employee and the number of replacements to be given, it is unrealistic to assume that all such specifications and standards can be adequately spelled out in a labor contract. Further, both parties agree on a contract provision which requires the Employer to bear the cost of any replacements in basic clothing due to changes made by the Sheriff after issuance. Thus, there is no danger that the Employer may be able to change contract specifications during the life of the contract to the detriment of employees. However, the panel believes the issued uniform should be new, and that the Sheriff should establish and maintain a sufficient inventory of un-

issued items which may be required when a member is transferred or promoted to another position or is required to participate in riot or emergency duty so that he will be properly attired and equipped.

In regard to the uniform and clothing allowance, the panel concludes the offer made by the Employer is also more in accord with standard practice and is adequate, especially when most other County employees are not reimbursed for clothing used in the performance of their work duties. For this reason, there is an adequate basis for treating uniformed employees separately from non-uniformed and paying the latter a lesser stipend. In regard to the items of clothing or equipment to be supplied, the panel finds that the Employer's list is more realistic and prevents the distribution of unnecessary equipment to employees who, because of their job function, may have no use therefor. For example, the issuance of combat boots and handcuffs may be relevant for some employees, or perhaps most, but there may be positions or classifications in which employees would have no use for such items on their normal job assignments. With this in mind, the panel does not believe it improper to rely on the Sheriff's discretion to issue such equipment to those employees having a reasonable possibility

of using it.

SAFETY AND MANNING

The parties also disagree on the provisions of the article of the expired contract known as "Employee Safety Procedures" -- Article XXIX. Grouped under this article are various provisions which relate not only to safety but in many instances are manning requirements and which in part are the product of a prior Act 312 arbitration award. The Employer proposes a new article be added, setting forth provisions for layoff and recall of employees. The Union contends that such provisions are unnecessary in view of language in the safety article which requires the maintenance of all budgeted positions during the life of the contract.

The main area of disagreement relates to the section of the expired contract which dealt with maintaining the number of budgeted positions in each division, bureau and unit in order to insure "the personal safety of the members of the bargaining unit in the performance of their duties, as well as to the citizens to which they are sworn to protect." The Union, with the concurrence of the Sheriff but contrary to the position of the Employer, would maintain that provision in the

new contract as well as adding specific manning requirements for both the jail division and the patrol and investigation division which would specifically require a certain level of manpower. The Union and the Sheriff representatives presented lengthy testimony as to the need for maintaining a certain fixed level of manpower in the aforesaid divisions grounded on both the safety of the employees involved and the appropriate service to be rendered to the citizens of the County.

The Employer presented language requiring all bargaining unit positions provided in the annual budget, as approved by the Board of Commissioners, be filled within 30 days but also providing that the language shall not constitute a guarantee of work or a limitation on the right of the Employer to eliminate a service or job function at any time and for whatever reason. The Employer's proposed language provides that it retains the right to lay off employees in the event a service or job function is eliminated. Contract language proposed by the Employer also directs any grievances under this section will be instituted at Step 4 of the grievance procedure. While the testimony varied, the record reflects the Employer's estimate that the Union's proposal would cost up to $500,000 in additional manpower estimated to be from 16 to 24 employees.

The Union has requested two additional sections be added to this article -- objected to by the Employer. One would require all employees in the bargaining unit using their cars on a regular basis be furnished a departmental radio. The Union contends this is a safety issue since these employees -- principally process servers -- must work alone and are unable to summon help in an emergency without such equipment. The Employer questions the necessity or justification for such equipment and notes that the addition of radios would cost the County approximately $22,000.

The Union also requests a section regarding the standard for allocating manpower in order to keep one man in every position throughout the year. It argues the present standard of 1.6 for each budgeted position is too low to provide adequate staffing with the current fringe benefits -- such as vacation and sick leave -- that have been added to the collective bargaining agreement over the years. It proposes a new formula of 1.9 be used for each budgeted position in the department. The Employer argues this is a matter strictly of management concern and is not a proper item for inclusion in a collective bargaining agreement. It also contends the 1.6 figure is, in any event, adequate.

Both parties agree the aforesaid proposals have economic impact, and the panel concurs. The panel agrees with that portion of the language on safety as proposed by the Union which appeared in the expired contract. While it is beyond doubt that such provision established minimum manning, the panel believes it is justified because of the special safety concerns inherent in police work. The panel cannot disregard the case made for this proposition before the prior Act 312 arbitration panel, and the Employer has not convinced of the necessity to adopt other language. On the other hand, while the specific positions at the Jail and in the Patrol and Investigation Division requested by both Union and Sheriff also relate to safety, the panel believes inclusion of manning in these areas would deprive the Sheriff of essential flexibility in the operation of the department and further, that the Sheriff is able to achieve such manning under the provision as adopted.

On the question of departmental radios, the panel accepts the Union's argument that members required to regularly use their own vehicles should be provided with a radio but believes such assignment should be limited to those engaged in actual law enforcement work including service of process and should

not extend to employees who may be required to use their own vehicles for other purposes.

The panel agrees with the Employer's contention that the standard for allocating manpower used by the County for all of its employees is not a matter that should be placed in the collective bargaining agreement by this panel. Such an allocation formula is based on many involved factors which are beyond the ken of this panel, and also presents problems in enforcement because of the complicated nature of such calculations. Therefore, language regarding the allocation of manpower will not be included in the collective bargaining agreement.

The panel also rejects the Employer's provisions on layoff and recall in view of its order on safety-manning.

TRAINING AND EDUCATION

The parties disagree on the language of a number of sections in the article pertaining to training and education, Article XXX in the expired contract, which deals with the participation by employees in job related educational and training programs and reimbursable costs. The major problem outlined by the Union is that several levels of County government,

including the Civil Service Commission and the Board of Auditors, are involved in the disbursement of funds and there is an inordinate delay in reimbursement for courses taken. The Union also points out that the Department budgets approximately $7,000 for training and education but authorizes less than $2,000. The requirements for utilization of training and education funds were set forth in an appendix of the expired contract but it is the intent of both parties that the new contract contain all conditions and requirements in one article.

The parties disagree on the extent of prior approval necessary before an employee may participate in the tuition reimbursement plan. The Union requested language which would require the employee to submit a communication to the Sheriff prior to commencement of the semester in which the course is to be taken, indicating the accredited college or university involved, the courses being taken, and the cost per credit hour. Both parties agree to language which would limit reimbursement to programs which will "contribute to the technical or professional development of the employee and the approvement of County law enforcement services." The Employer would add language to require a determination by the Sheriff that

the courses are related to and acceptable for the occupation in which the employee is working or for which he is preparing. The Employer would also add that in addition to recognized junior colleges and universities, regular high schools and other institutions found acceptable by the Sheriff may be included under the tuition reimbursement plan. Thus, the language proposed by the Employer grants somewhat more control over the choice of reimbursable courses by the Sheriff but also provides for broader coverage of institutions than does the language proposed by the Union.

The Union's language provides that upon obtaining a minimum passing grade of "C", the employee inform the Sheriff of such fact and the latter will forward the necessary reimbursement voucher to the Employer so he or she may obtain a refund for tuition paid. The Employer advances rather extensive and complex language -- copied in large part from the expired agreement -- constituting a detailed statement of the procedures to be followed and commencing with the initial application for course approval through final refund of the tuition after the course is completed. Some of the language in this section is duplicated by other sections of the article.

The Union requests the total refund a member may obtain

in any one year not exceed $600. The Employer has offered $400 as the maximum amount -- the same sum existing under the expired agreement. The Employer also would retain language limiting refunds to tuition only, excluding books, supplies, equipment and special fees or expenses, and requiring special approval of the Sheriff for refund requests covering more than two college courses per term.

The Union proposes a new section giving employees extra renumeration in the amount of $5.00 for each quarter hour of college credit and $8.00 for each semester hour of college credit up to a maximum of $1,000 annually, which payment shall be made on the employee's anniversary date. The Employer would deny this demand, contending additional wages are being requested in this fashion which are not merited under the circumstances.

As to in-service training, the parties agree that four areas of training shall be fostered and promoted by the Sheriff. However, the Union would add a provision that any and all other forms of in-service training must be mutually agreed upon and that such training shall be offered equally to all members of the bargaining unit as far as possible. The Employer contends that requiring mutual agreement for in-service

training programs is too limiting on the Sheriff and that the Sheriff should have discretion to institute programs as he feels necessary for the good of the Department.

Finally, the parties agree on the payment of overtime for in-service training courses conducted by the Department itself, but disagree on the payment of overtime where the training class, seminar, or specialized course is conducted by other agencies. The Employer proposes language that where outside agencies conduct such training, the overtime provisions of the contract will not apply. It contends employees attending such classes have requested overtime pay where the class or seminar went beyond an 8 hour shift. For example, when a course was conducted for a full 8 hours with an additional 45 minutes for lunch, grievances have been filed for overtime pay for the 45 minute lunch period which would have been included in the employee's normal work day had he been on duty. The language proposed by the Union merely provides that overtime provisions of the agreement prevail where training is not conducted during an employee's normal working hours.

Conclusions

The panel concludes that language proposed by the Employer in regard to the approval of courses should be adopted, with a minor change to make the standard more objectively ascertainable. This language fixes responsibility for a determination that a reimbursable course is being taken and because of its definiteness, should help to avoid subsequent misunderstandings or conflicts over whether a course fits into the categories intended by the article to be reimbursable. Further, the language provides some flexibility as to which other institutions besides recognized junior colleges and universities can be acceptable for inclusion under the tuition reimbursement plan. Also, the Employer's language recognizes the possible necessity of assisting employees who may not have completed their high school education.

In regard to the administration of the tuition refund plan, the panel agrees with the proposal of the Union for simplified language whereby the employee informs the Sheriff of the successful completion of his course and appropriate reimbursement is authorized forthwith by the Sheriff, provided proof of tuition payment and successful completion

of the course is submitted. The language of the Employer duplicates some of the other provisions of the article and is unnecessarily complex and prolix. While it is clear that certain procedures must be followed in regard to requisitioning and obtaining the tuition refund, the comprehensive procedure set forth in the Employer's proposed language would not appear necessary for inclusion in a collective bargaining agreement.

The panel agrees with the refund limitation offered by the Employer in the amount of $400 per employee during any one fiscal year. The record does not contain justification for an increase at this time, and there is no indication that any employee was prevented from taking full advantage of the opportunity for further education because the tuition reimbursement plan was too low. Neither is there evidence that the other limitations proposed under the Employer's language in any way hampered full utilization of the plan.

The panel concludes that the Union's proposal for additional compensation for employees with college credit should be denied. The contract gives a small amount of credit towards promotion to employees with advanced education or training, and there would appear to be no justification for other

additional compensation. The record does not provide a sufficient basis for granting one employee with an additional education a higher salary than his fellow employee doing exactly the same job. The contract does contain clear incentives to the furtherance of education by employees.

In regard to the matter of departmental in-service training, the panel agrees with the position of the Employer that the discretion of the Sheriff in providing in-service training programs should not be unduly limited by requiring mutual agreement with the Union in the institution of such programs. The matter of providing training for employees is a particular responsibility of the Employer, and the contract adequately protects employees in regard to wages and other benefits while attending such programs. However, the panel does agree that all in-service training should, as far as possible, be offered equally to all members of the bargaining unit and language to that effect will be included in the contract.

The panel also agrees with language proposed by the Employer regarding training classes and seminars conducted by agencies other than the Employer wherein the normal workday of an employee may not be followed. In such cases, courses

are frequently offered at locations away from an employee's normal work station and the Employer has no control over the schedule and length of the workday. In such cases, employees attending such classes or seminars must be held to agree to follow the schedule imposed by the training institution or agency without seeking overtime for hours in excess of their normal workday.

Accordingly, the panel will adopt the language proposed by the Employer for the training and education article with such changes in language and Union proposed language as discussed above.

INSURANCE

The parties disagree on various insurance plans or programs which were the subject matter of Articles XXXI and XLI of the expired agreement. Prior to the close of the record, they did agree to the implementation of a master medical and dental insurance plan beginning July 1, 1975, so further discussion of issues raised in that regard is unnecessary. Similarly, at the conclusion of the hearing the Employer offered an additional $50,000 of life and dismemberment insurance for police officers assigned to the bomb squad -- in addition to

normal life insurance coverage provided by the Employer -- which offer was accepted by the Union. Accordingly, the Employer's language in the sections dealing with health insurance, dental insurance, bomb squad (and life and dismemberment insurance) is accepted by the panel and set forth in the new insurance article of the contract. Since all insurance demands are economic in nature, the panel is using the language set forth in the exhibits of the parties as modified by their respective final positions indicated on the record.

The parties also agree regarding extension of insurance benefits for employees on sick leave of absence who have exhausted their accumulated sick leave. This section was formerly a separate article, Article XLI, of the expired contract but will be added as a separate section in the new insurance article. There remain three additional areas of disagreement on the insurance article: the Union request for additional life insurance; a disability income insurance program; and a group automobile insurance program.

In regard to life insurance, the Employer currently pays the full premium for $10,000 of group life insurance for each employee with a provision for supplemental insurance to be paid by the employee at his or her option. The Employer pro-

poses to continue this benefit, which is similar to the plan provided all other County employees. The Union requests the amount of coverage paid by the Employer be increased to $25,000. The current life insurance program offered by the County also includes $4,000 coverage for each retiree, which the Union appears willing to give up in the interest of obtaining its demand. The record contains considerable testimony as to various cost factors of the additional coverage requested, as well as the various ways of adding such coverage and the effect thereof on the overall group of County employees and retirees.

The panel accepts the final offer of the Union and will order into effect Employer-paid life insurance coverage in the amount of $25,000 per member. In considering the testimony of those witnesses appearing on the insurance issue, the panel is convinced that there will be little added cost for this increased benefit -- especially if a separate group is established for the members of this unit. If that is done, the evidence leads the panel to conclude that because of the size of the County, there will be little, if any, increase in insurance premiums charged for the general County employees. In granting this benefit, the panel is especially cog-

nizant of the added dangers and hazards faced by bargaining unit members in the performance of law enforcement functions.

The Union is also demanding a new insurance program funded by the Employer on a self-insured basis to provide income for non-work incurred disabilities in the amount of $300 per month for a maximum of six months after an employee has used all sick leave and is on a leave of absence without pay. The demand provides that the Employer will fund the program in the amount of $3,000 per year and in the event that more than $3,000 is required, the Union agrees to underwrite 50% of any additional appropriation necessary. The demand also provides that the Employer will continue to pay and maintain the member's contractual insurance policies while an employee is receiving this benefit. At present, the Union self-insures an identical program and it argues that with County participation, an employee would be paid $600 a month for the six month period after which, if the illness continues, the employee would receive social security benefits. The full details of the present plan are set forth in an addendum to the collective bargaining agreement entitled "Benevolent Fund Guideline". The Employer rejects this demand.

The panel has decided not to inaugurate the disability

income insurance plan requested by the Union. The extensive sick leave and insurance plans provided seem far-reaching and the additional coverage requested by the Union is not warranted under the circumstances of this contract.

The Union further requests group automobile insurance with payroll deduction of premiums and the Employer paying $1.00 per month for each member of the bargaining unit participating in the program. The Union would supply the insurance carrier and the program is contingent on at least 25% participation by the bargaining unit employees. The Union contends that substantial savings in automobile insurance premiums can be accomplished through group participation and that such insurance is not available to the Union or its members without Employer participation, at least for premium payroll deductions. The Employer opposes this demand, citing an initial cost of some $6,000 and submitting that no other County employee receives this benefit.

The panel believes the concept of group auto insurance is valid and desirable inasmuch as substantial savings can be realized by bargaining unit members. The fact that some administrative adjustments may be required of the Employer is not sufficient reason to deny this benefit. Accordingly, the

panel will incorporate in the contract the group automobile insurance language proposed by the Union.

RETIREMENT

The parties disagree as to some fundamental benefits under the retirement provision, which was formerly Article XXXIII. The Employer's proposal grants benefits identical to those received by all other County employees. The Union proposal seeks certain additional concessions which are discussed separately below. It should be noted that the Employer's offer includes compliance with the 1972 Act 312 arbitration award regarding its contributions to the retirement program, and also includes an increased Employer contribution in that the employee contribution would be 3% of the first $13,500 of compensation rather than the first $4,200. Since the total contribution is 5%, the Employer would assume the additional 2% between $4,200 and $13,500. The Employer estimates the cost of its offer to be approximately $140,000 in the first year.

The Union requests the contract provide that an employee may retire after 25 years of credited service without age limit, rather than the required 50 years of age with 25 years of

service as proposed by the Employer. As part of this proposal, the Union would agree to increase the contribution of the employees to the retirement system in order to cover the estimated cost of the Union demand over that offered by the Employer. Therefore, the Union would agree to add a factor of .67% to the amount deducted from each employee as his contribution, and contends the panel should grant this request since there will be no additional cost to the Employer.

The Employer contends the demand for 25-and-out retirement should be denied for a number of reasons. The County argues it previously has made substantial concessions in the retirement article and the Union has shown no reason why it is entitled to the additional benefit; that it desires to maintain uniformity within the entire retirement system; that granting this benefit will more than likely result in similar demand by other County employees, thereby increasing the cost of the benefit; that by permitting a deputy to retire prior to age 50 the County loses the benefit of his experience; that by reducing the retirement age below the level of 50 the County would be required to assume Blue Cross coverage on additional retired employees, which is a cost factor; and that with the age of majority at 18 years, there is a lower entry age

level possible for persons joining the Department with a resultant greater impact to the 25-and-out provision in the future.

The Union also requests a provision permitting employees who reach the age of 55 with 20 years of credited service to retire with the standard 2% retirement allowance and all other retirement benefits. It argues that such provision is permissible under appropriate state legislation and that a number of its members would take early retirement. The Employer opposes this demand for many of the same reasons outlined above.

The Union further requires a provision that all retired members receive a cost of living allowance equal to 65% of the cost of living payment made for active members of the Union, to be added to the monthly checks of retirees. The base period for such cost of living allowance would be July 1, 1973 (133.8). The Employer opposes the demand, contending, firstly, that it is not required to bargain with the Union on this provision since the amounts paid to retirees concern matters which are non-mandatory subjects of bargaining. It submits that if Act 312 arbitration is to resolve disputes that in the private sector could be the subject of a strike, and since strikes are not permissible over non-mandatory subjects of

bargaining, then an Act 312 panel cannot award benefits concerning non-mandatory subjects of bargaining. It further argues the County has in the past provided increases in retirement benefits for retired employees, and the panel should not award retired Union members benefits which other County retired employees will not receive. Finally, the Employer contends that state legislation governing retirement benefits for County employees does not provide the granting of cost of living allowances to retirees, and that a 3% redetermination of the benefit has been granted each year.

After due consideration, the panel will adopt the Union demand for retirement after 25 years of service without age limitation. Such retirement provision corresponds with the retirement plans of certain other law enforcement agencies. Under the Union demand, there is little additional cost to the Employer since employees will make the additional contributions necessary to fund such retirement. Also, granting the option of retiring after 25 years of service does not necessarily mean employees will not continue in the service of the Employer, especially in a tightening job market and an inflationary economic period. As to the other demands of the Union for early retirement at age 55 with 20 years of service and

for a cost of living allowance for retirees, the panel will reject the demand. The grant of retirement after 25 years of service without age limitation is a substantial improvement in the retirement area and under these circumstances, the additional demands are unwarranted. There also are possible statutory problems regarding a cost of living allowance for retired employees and accordingly, no changes will be made in the latter two areas.

RATES OF COMPENSATION

The last offers on wages reflect disagreement in this area, which was contained in Article XXXIV (Rates of Compensation) and Article XXV (Special Skill Rates) of the prior contract. The Employer has offered a cost of living provision -- a demand of the Union as well -- but the parties disagree on the specific provisions thereof. The record indicates the desire of the parties that their respective economic positions -- wage rates, cost of living, special skill rates -- be considered separately by the panel rather than as a single economic package to be accepted or rejected as a whole.

Early in the hearing, the Union also advanced a separate request for hazard pay for members assigned to the bomb dis-

posal unit with a provision for a $100,000 dismemberment and life insurance policy for such employees. The Union demand was based upon the extremely hazardous nature of such work and the extra training involved for the employees so assigned, but it made no further presentation regarding the demand for hazard pay. Neither did the Employer offer a presentation on hazard pay but contended such additional pay was not justified. The area remained open for further exploration but the issue did not appear in the last offers submitted by either party. In addition, the matter of extra insurance for members of the bomb disposal unit subsequently was agreed in the insurance article. Under these circumstances, the panel considers the issue of additional compensation or hazard pay for the bomb disposal unit to have been resolved by the parties and the demand in effect withdrawn by the Union, and no further consideration of this matter will be had.

Wage Rates

The parties agree the new wage schedule will become effective July 1, 1974; that subsequent adjustments during the life of the contract will take place July 1, 1975 and July 1, 1976; that there will be a five year progression in

rates for the basic classification of police officer with four increases after the first year and the top rate being reached at the beginning of the fifth year; and that the detective classification will receive a flat rate.

The parties are not too far apart in their last offers on rates of compensation for the classifications of police officer and detective. The Union demand for the police officer at the fifth year level is $15,900 and for detective $17,800, with a 5% increase on July 1, 1975 and again on July 1, 1976, including the roll-in of cost of living. The Employer's final offer for police officers is $15,305 and for detectives $17,410. The police officer rates during the second and third years of the contract would increase to $16,220 and $17,035, and the detective rates would increase to $18,450 and $19,375. Thus, during the life of the contract, the parties' final offers vary from approximately $300 to $600. In the first year of the contract, the Union requested increase is approximately 10% for police officers and 8% for detectives whereas the Employer's offer is approximately 6% for both classifications and slightly less during the second and third years of the contract.

The Union contends its requested wage rates are substantially less than the amounts required to maintain the same stan-

dard of living it has obtained in the past and are realistic in comparison with rates paid by relevant comparable law enforcement agencies. It submits -- and there is no dispute -- that the Wayne County Sheriff's Department has, over the past few years, maintained wage rates at the upper end of the scale for comparable communities including the Detroit Police Department and in most of those years, has received slightly higher wages than the Detroit Police. The Union requested wage will place its journeyman patrolmen approximately $900 above the May 1, 1974 rate of Detroit patrolmen but the Detroit contract also expired June 30, 1974, and is currently in arbitration. In neighboring Washtenaw County, the 1975 maximum is $15,940 while in Genesee County, the May 1, 1975 maximum is $15,556. In most other comparable counties, the 1975 wage rates are either not settled or substantially less than the amounts requested by the Union.

The Employer contends its offer will place patrolmen and detectives in a more favorable or at least as favorable a wage position as that enjoyed by police in comparable communities and with its cost of living offer, represents a substantial increase in basic wage rates. It submits that general County employees received a 4½% increase for each of the years beginning

July 1, 1973, 1974, and 1975, and that a substantially larger increase for the Sheriff's Department is not warranted. The record indicates that general County employees, during the life of the aforesaid contract, received a cost of living allowance similar to that being offered the Union in this case but which was not included in the expired agreement.

Special Skill Rates and Classifications

The parties also disagree on special skill rates and classifications which, under the expired contract, were set forth in a separate article -- Article XXXV -- and which will be here treated as part of the compensation article but as a separate economic demand. A classification of police dispatcher was set forth in the expired contract which received a flat rate of almost $400 higher than the police officer rate. Under the special skills article, those employees assigned duties and responsibilities requiring special skills, e.g., radio technicians, teletype operators, identification technicians, skin divers, and polygraph operators, received additional compensation in the amount of $365 per year while working in those capacities. In addition to disagreement on the amount of increased compensation for police officers as-

signed to special skill positions, the Union seeks the special skill positions be established as separate classifications in the contract while the Employer would treat such positions as regular job responsibilities entailing special skills.

In its final demand, the Union requested special rates for a police officer serving as polygraph operator, dispatcher, radio technician, skin diver, lien operator, aviation unit, computer programmer, crime lab, and the new classification of corporal. The Union also has requested that three police officers at the airport be classified as dispatchers since allegedly they spend most of their time performing that function and the road commission, which contracts for the services of all Sheriff Department employees assigned at the airport, has refused to grant such reclassification. The Union demands an additional $500 per year for the first year of the contract for all special classifications, with the following noted exceptions. In the case of polygraph operators and computer programmers, the Union seeks a $1,600 increase over the rate paid a journeyman police officer, and the corporal rate would be an additional $800. In the case of crime lab positions, the Union requests there be a four step wage scale beginning at $16,400 and ascending to $17,700, with an additional step

added for employees qualifying in a court of record as an expert in forensic science. Thus, an officer so qualified in three of the four areas of forensic science, e.g., forensic photography, latent fingerprints, handwriting/document identification, and firearms-ballistics identification, would receive the top rate. A corporal also holding a specialty classification would receive the increase given that specialty in addition to his or her regular rate.

In its proposal on special skill rates and classifications, the Employer would eliminate, to as great an extent as possible, any special classifications and treat all such special skills as job assignments of police officers with an additional stipend for such assignments in certain cases. The Employer contends all police officers should be treated equally and that it is inequitable to grant additional compensation to many of the special skills since those positions often remove the officer from the normal hazards of law enforcement work rather than increasing such hazards. It also submits that many of the special skills are, in effect, hobbies of the officers so assigned and do not require much, if any additional training. As treated above in the recognition article, the Employer does not agree to add a senior police officer or corporal classification

to the bargaining unit, nor does it agree to add the other proposed classifications, including dispatcher, over and above the agreed police officer and detective classifications. The Employer does not agree to the reclassification of three police officers at the airport to dispatcher positions, contending these officers perform varied duties not confined to dispatching; they serve as clerks and run the station located at the airport. Further, the Employer argues that any such reclassification should be arranged between the Sheriff and the Road Commission under the contract between those agencies, which agreement provides the specific positions that will be supplied to and paid for by the Road Commission.

In its last offer, the Employer has agreed to increase the base pay rate of police officers working in special skill positions in the amount of $450 with the following positions qualifying for such increase: a) communications positions (dispatcher, lien operator, radio technician); b) crime lab positions; c) computer programmer I with two years' experience; and d) helicopter pilots with instructor license. It also has offered time and one-half to skin divers for time while diving in the summer months, and double time while diving during the winter months, with practice diving excluded

from premium payment. This offer represents an increase in compensation over the amount which prevailed in most of these positions in the expired contract and in addition, recognizes several additional special skill positions.

Cost of Living

The parties are in substantial agreement on the addition of a cost of living clause in the new contract. Both have submitted language which would add a cost of living allowance effective January 1, 1975, using the geographic consumer price index established by the Bureau of Labor Statistics and adding one cent per hour for each four tenths increase in the average index for the quarter. The Employer would place a 50¢ cap on cost of living during the life of the agreement and the base period would be established as of June 1, 1974 (148.7). The Union places no cap on its cost of living proposal and would use as a base the consumer price index, Detroit metropolitan area, as of May, 1974 (146.6). The Employer's proposal would have the cost of living allowance paid quarterly during the term of the agreement whereas the Union proposes the cost of living payment be added to the base hourly pay of employees, which would then be recomputed on January 1 of each year

based on the rise in cost of living for the previous year ending in November. The Employer's offer for the method of payment is similar to that existing in the contract for general County employees.

Conclusions

After much study of the record and exhibits and considerable deliberation, the panel has decided to adopt portions of the last offers of each party. In regard to the basic wage rates for police officers and detectives, there are valid arguments on both sides, resulting in a difficult decision for the panel. On the one hand, the Employer has made a substantial offer which maintains the Wayne County Sheriff's Department in a leading position on wages and which is commensurate with increases granted to general County employees when the new cost of living formula is taken into consideration. The Union, on the other hand, cogently argues that without any cost of living during the past few years, its wage rates have failed to keep pace with the rising cost of living, and that comparisons with other County employees must take into consideration the fact that its members have had no cost of living allowance. The panel has decided to adopt the last offer of the Union for

the basic wage rates of the police officer and detective classifications. The Union's rate proposal will maintain these basic classifications in a leading position with other law enforcement agencies and comports with the wage gains, including cost of living, received by other County employees during the past five years. Thus, the panel recognizes the steep rise in the cost of living and that consequent increases given other County employees have caused the wage rates of police officers to lag behind somewhat, thereby justifying the higher increase in base rates requested by the Union. The Union journeyman rate is approximately equal to the rate earned in July, 1973, plus the increase in the consumer price index of approximately 12% for the following year -- not taking into consideration any alleged productivity changes. Therefore, the panel concludes that the equities in this case favor adoption of the wage rates for patrolmen and detectives set forth in the Union's final offer. Furthermore, the record will not support a finding that the Employer's financial condition mitigates against the Union's wage proposal; such contention was not advanced in these proceedings.

In reviewing the respective special skill rates submitted, the panel concludes the Employer's last offer is a more reason-

able spread of compensation for specially recognized training and experience, although it has some concern for the manner in which members of the marine patrol will be compensated. Nonetheless, the panel must choose between last offers and it believes the Union submission, in certain specific areas, would grant compensation not supportable under the record evidence.

The panel also accepts the Employer cost of living offer which, although containing a 50¢ cap, is believed to be an excellent improvement when considered with the overall economic benefits awarded hereunder.

As to those deputies assigned to the airport who perform dispatching functions, the panel will take this matter up further under the Employer Liability article where provisions will be made to compensate employees performing work in another classification or special skill category for which a higher rate of pay exists.

EMPLOYER LIABILITY

During the hearings, the parties presented a number of new proposals which, in their final positions, were grouped under the heading "Employer's Liability" and to which refer-

ence was had at other points in the record under the heading Falst Arrest, Legal Defense and Indemnification. Due to numerous changes of positions and the submission of last minute changes in contract language, there is some ambiguity in the record as to exactly what issues remain on the table or of the final offers of the parties, especially in the area of Workmen's Compensation. The panel has reviewed all testimony and positions set forth, and the following represents its analysis and conclusions regarding outstanding issues or demands which did not appear resolved at the close of the record.

Workmen's Compensation

One of the issues discussed at great length in the record was the question of workmen's compensation coverage for bargaining unit members and supplemental coverage under the workmen's compensation provisions affecting such employees. The Union requested a number of changes which included extending the same coverage as exists for the rest of the Department to members assigned at the airport. Bargaining unit employees assigned to the airport are covered by the workmen's compensation insurance carrier secured by the Road Commission and

supplemental workmen's compensation benefits are the same as for general County employees. The Employer supplements the workmen's compensation coverage for permanently and totally disabled employees so that such employees receive, in effect, their total salaries for as long as they are disabled. The Union also requested that if an employee is killed in the line of duty, his or her legal surviving dependents receive the normal salary and fringe benefits of said employee.

In its final position, the Employer agreed to contract language bringing all members of the bargaining unit under the County's Workmen's Compensation ordinance, which ordinance will be attached as an appendix to the agreement. The Union agreed to the language as proposed by the Employer but the record is ambiguous as to the status of the Union's final position in regard to supplemental benefits for employees killed in the line of duty. The Employer made no offer in regard to this demand, contending that workmen's compensation and other insurance and social security benefits are sufficient in such circumstances and that the Union's demand was not realistic since dependents of employees killed in the line of duty are adequately covered by other insurance programs.

Assuming the Union's demand for supplemental benefits

for employees killed in the line of duty is still outstanding, the panel adopts the position of the Employer on that issue. Current workmen's compensation and insurance provisions protect the dependents of deceased employees and no further program of insurance or supplemental benefits is economically justified in the circumstances. The panel perceives a distinction between a permanently and totally disabled employee who, under the present workmen's compensation program, receives supplemental pay up to 100% of current salary and the situation existing when an employee is killed in the line of duty. In the former case, there are continuing and substantial economic demands made upon the dependents in order to care for and sustain a totally and permanently disabled person, which obligations and expenses are not incurred in the case of a line-of-duty death.

Parking Allowance

The Union has demanded contract language that would require the Employer to furnish parking to all members of the bargaining unit within a 5 minute normal walking distance from the employees' assigned work location, and that if the Employer is unable to provide such parking, the Employer shall

pay to the employee a stipend of $2.00 per day. This demand is designed primarily for employees assigned to the jail in downtown Detroit where parking facilities are both limited and expensive. The Union contends that prior to 1971, parking was available for jail employees but since that time, due to renovation of the jail and the addition of an outdoor recreation area for prisoners, that parking has been eliminated. Further, the Union points out that employees who live outside the city of Detroit and work at the jail must also pay City of Detroit Income Tax, which compounds the economic impact on such employees. Therefore, the Union contends that if the Employer cannot provide parking, it should give such employees a $2.00 per day parking allowance.

It is the position of the Employer that employees were never guaranteed parking in the jail parking lot. If room was available they could utilize the lot. It also contends there are lots in the area of the jail available to employees without charge, and that there is a structure nearby where employees may park at the rate of $1.25 per day. The Employer states that no other County employees receive a stipend for parking -- although certain officials, including the Sheriff, do have parking space accorded, and that the cost of this

demand for personnel assigned to the jail and the courts would amount to over $100,000 per year.

The panel declines to grant the request of the Union for special parking provisions and no contract language will be included in the collective bargaining agreement. The wage structure and fringe benefits granted to bargaining unit employees are adequate and far-reaching and no additional benefit for parking is merited. While employees who work in downtown Detroit may have added costs and inconveniences if they choose to drive their automobiles to work or are forced to do so because their residences are not convenient to public transportation, this is a problem faced by all County employees, including non-bargaining unit members of the Sheriff's Department.

Working in Higher Classifications

In its final position, the Union requested a contract clause providing that when a member was required to work in a higher classification, he or she should be paid at the higher rate of pay. The Union contends that certain small bureaus in the Department have one command officer and when that person is on vacation or sick an employee in the bargain-

ing unit is in charge of the bureau and carries on its day-to-day operations. On the record, the Union agreed that this request would not take effect until the assignment had lasted more than 5 days, but language to that effect was not included in its final demand.

The Employer submits it does not pay people for working out of classification in the place of sergeants or in other specialty situations. It contends such situations -- when no other sergeant is available to replace the absent supervisor -- occur relatively infrequently and in many cases, the sergeant performs substantially the same duties as the bargaining unit employee with the addition of some supervisory functions, and any additional duties assigned a bargaining unit member would be minimal.

The panel is of the opinion that whenever a member is assigned a significant number of duties falling within a job classification or special skill group for which a higher wage rate pertains, the member should be compensated at that higher rate. While differences of opinion may and will arise concerning the amount or degree of the work falling within the higher paying position, we believe increased pay should not be given when such duties are truly minimal or entirely

ancillary to or required in the duties regularly performed by the member. In this regard, it is the finding of the panel that this standard applies to members performing dispatcher duties at the airport; if a significant portion of their work entails the performance of the work functions of a dispatcher, they should be compensated accordingly. But the panel does not believe there would be any need to pay additional compensation to an employee requested to oversee the radio function while the regular dispatcher takes a 5 minute coffee or relief break. However, a different question is presented if a member is assigned radio duties each time the regular dispatcher takes his meal and relief breaks.

Unemployment Benefit Plan

In its exhibit on Employer's Liability, the Employer requested contract language which would include the unemployment benefit plan adopted by County ordinance as an appendix to the contract. This language would be similar to agreed-upon language regarding the Workmen's Compensation ordinance which also is contained in an appendix. There is no reference in the record, as far as the panel can ascertain, to this requested language by either party.

In the panel's executive sessions, the Union delegate pointed out that the unemployment benefit plan is a part of the personnel manual of the Civil Service Commission previously incorporated in the contract and as a result, the Union opposes any additional reference thereto. Accordingly, the panel will refrain from adding additional language to the contract.

The panel also believes that contract language pertaining to workmen's compensation and work in a higher paying classification should be added to the Rates of Compensation article of the contract.

SAVINGS, SEVERABILITY, & SUPPLEMENTAL AGREEMENTS CLAUSES

The Union has requested the addition of a new contract section covering maintenance of conditions, which language would be added to the supplemental agreements article of the expired agreement -- Article XXXIX. The parties agree on language in the expired contract relative to supplemental agreements, wherein each party waives its right to bargain on matters either covered or not specifically covered in the contract without mutual consent. The parties also agree on

the language of two related articles of the expired agreement, Article XXXVII - Savings Clause, and Article XXXVIII - Severability Clause. Since these three articles, Savings, Severability, and Supplemental Agreements, contain language covering similar subject matter, the panel has chosen to include the three former articles of the expired agreement in one new article of the new contract.

The Union contends the proposed maintenance of conditions clause -- to the effect that wages, hours and conditions of employment legally in effect at the execution of the agreement, except as improved therein, shall be maintained during the term of the agreement and that no employee will suffer a reduction in such benefits as a consequence of the execution of this agreement -- is standard contract language, taken from the Detroit Police Officer's contract, and that it intends such language should apply to both mandatory and non-mandatory subjects of collective bargaining.

The Employer vigorously opposes the addition of a maintenance of condition clause, arguing it is both too broad and too restrictive upon the County and the Sheriff. It contends such clause destroys the flexibility of the Department to making changes when needed and that the Sheriff's

ability to manage his affairs must remain intact. It submits that if the clause were simply a maintenance of standards provision, perhaps it could agree to its inclusion; on the basis of past experience, however, it believes the Union will use the language to maintain the status quo in all respects in the Department, thereby limiting the parties' ability to work out problems as they arise in the administration of the collective bargaining agreement.

The panel will not include the language requested by the Union regarding maintenance of conditions. That proposal is substantially incorporated in the presently agreed upon Savings Clause language and no reason was shown as to what the suggested language would add. Further, the parties have had a collective bargaining relationship for a number of years and have entered into comprehensive collective bargaining agreements covering wages, hours and working conditions. The existence of this background substantially diminishes the need that a labor organization have a maintenance of conditions clause, as distinguished from a situation where the parties have newly entered into collective bargaining and an initial contract.

At various times throughout the hearings, questions were

raised by the Union or the Employer as to the interpretation of language relating to the management representatives responsible for implementing various articles of the contract or responsible for taking certain action thereunder. Thus, the contract language on occasion uses the word "Sheriff" or "Appointing Authority" without any clear designation of the person having the responsibility to act in the particular instance.

The panel has decided to include language in the agreement, which will be added to the article pertaining to the Savings-Severability clauses and Supplemental Agreements, to the effect that the day-to-day responsibility for implementing the contract lies with the Wayne County Labor Relations Board and with the Sheriff or his designated representative. Wherever language is used in the agreement requiring action by the Sheriff or the Appointing Authority, it will be presumed that the Sheriff may designate a representative to act in his place and perform the duties set forth in the agreement, unless it is evident that a contrary intention is contemplated by the parties under the particular circumstances.

COPE CHECKOFF

The Union requests new language which would require the Employer to deduct 25¢ per pay from each member of the bargaining unit who signs a COPE payroll deduction card, which money would be forwarded to the Union for distribution to its International Union COPE fund. The Union submits COPE is a political arm of its International Union and that the Landrum-Griffin Act permits bargaining unit members, on a voluntary basis, to contribute money for the purpose of financing Republican and Democratic party candidates running for national office. The Union, therefore, requests that if a member voluntarily signs a COPE checkoff card and forwards that card to the County, the Employer would deduct 25¢ per pay from the member's check to be forwarded to the Union. The Union contends that if an additional payroll deduction is a problem because of space limitations, the Employer can still deduct the contribution without there being an entry on the check stub. The money is expended by COPE in its discretion without designation by the member as to which party he wishes his contribution submitted. Currently, the Union solicits funds for COPE from its membership without participation by the Employer.

The Employer expressed some doubt as to the legality of the Union proposal and argued that it did not wish to deduct COPE contributions from the payroll of members belonging to the Union. One of the problems expressed by the Employer was its reluctance to tie up a computer slot for what may be only partial participation by members of the unit, which the County believes is an unreasonable expense. Further, the Employer contends it is improper for it to deduct money for political activities from its employees, and submits that in the recent past, international unions have been urging local unions to use COPE funds to support candidates.

The Union, in response to the Employer's contentions, argues that the deduction is legal but in any event, it would agree to hold harmless the Employer should such a deduction be held unlawful. It also contends there are additional computer positions available for such deduction and that the mechanics of implementing the checkoff would be worked out to provide as little burden on the computer operation as possible -- for example, by changing the list of deductions only 3 or 4 times per year. The Union also maintains the money would be used only at the international union level and that if the Employer wishes, the deduction check could be made payable to

the international union.

The panel will not grant the Union's request for a COPE checkoff in this contract. If such demand is granted, it should be arrived at through the normal course of collective bargaining, rather than implemented in a compulsory arbitration proceeding.

DURATION OF AGREEMENT

The parties reached agreement on a three year contract effective July 1, 1974 through June 30, 1977. That agreement contemplates that wage rates will be effective July 1, 1974, as indicated in the text but that fringe benefits will become effective on the date of this award. The panel also believes it is appropriate to insert in the duration of agreement article the effective date of various economic and fringe benefits ordered into effect in these proceedings.

THE ARBITRATION OPINION

This opinion has been prepared by the panel Chairman and represents his sole analysis of the record. The panel has met in executive sessions to discuss and review the lengthy transcript, the numerous exhibits, and the respective ar-

guments and positions of the parties. Pursuant to the desires of the parties, a complete contract, containing both agreed upon language and matters which were in dispute, has been prepared and is attached to and incorporated in this opinion.

While the conclusions of the panel on disputed questions are set forth in the text discussion of each issue, separate orders were not deemed necessary in view of the agreement that all contract language appear in the attached appendix. Accordingly, the following single order represents the unanimous opinion of the panel except for the stated dissents.

The Employer panelist dissents in the following particulars:

1. Article XXXI. Employee Safety-Manning.

2. Article XXXII. Training and Education.

   The County concurs in principle, except this Article does not expressly provide that the approval of the Sheriff is a prerequisite for courses taken for which reimbursement will be granted, pursuant to Contract.

3. Article XXXIV. Retirement.

   This variance from deputy sheriffs in supervisory capacity results in the problem in-

volving voluntary demotions into the bargaining unit by Sergeants with twenty-five (25) years of service who desire to take early retirement without additional payment into the Retirement System. The County's proposal would have kept all County employees under the same Retirement System.

4. Article XXXV. Rates of Compensation.

The County had offered an economic package which was not inflationary. It was consistent with the principle of providing fair compensation for the deputy sheriffs comparable and in most cases higher than other similar law enforcement units.

Both Employer and Union panelists desire inclusion of the following statement:

We concur in the overall results of this Award and the efforts made by the parties and the panel to develop a contract both parties to the Award may work with harmonisouly.

The specifics of the contract and the opinion of the chairman are both matters requiring mixed opinion and are not endorsed in total but rather as a general summation of the proceedings.

ORDER

The Arbitration Panel hereby adopts the annexed Appendix A as the collective bargaining agreement of the parties, consisting of 96 pages number K-1 through K-96, inclusive, which it hereby orders into effect pursuant to the terms stated therein.

The Arbitration Panel will retain jurisdiction in this matter for 60 days during which period either party may request clarification on any provision of the contract. However, the panel will not consider any matter more appropriately the subject of a grievance.

Alan Walt
Arbitration Panel Chairman

Edward L. Douglas
Employer Panelist

Dennis H. Nystrom
Union Panelist

Southfield, Michigan

April 1, 1975