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MICHIGAN DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

IN THE MATTER OF THE ACT 312 ARBITRATION
BETWEEN:

COUNTY OF CASS,

Case No. L00 G-9002

Public Employer,

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN,

Labor Organization.

BEFORE:

Arbitrator Karen Bush Schneider, Esq.
Panel Chairperson

PANEL DELEGATES:

POLICE OFFICERS ASSOCIATION
OF MICHIGAN:

James DeVries

COUNTY OF CASS:

Terry L. Proctor

APPEARANCES:

FOR PETITIONER POLICE OFFICERS
ASSOCIATION OF MICHIGAN:

James DeVries
27056 Joy Road
Redford, MI 48239-1949

FOR THE PUBLIC EMPLOYER,
COUNTY OF CASS:

Douglas L. Callander
Kreis, Enderle, Callander & Hudgins
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INTRODUCTION

The Petitioner, Police Officers Association of Michigan (hereinafter referred to as "POAM"), filed a Petition for Act 312 Arbitration with the Michigan Employment Relations Commission on or about April 20, 2001. The Petition covered a bargaining unit consisting of all deputies employed by the Cass County Sheriff's Department, excluding command officers, reserve officers, elected officials, dog wardens, and all other employees of the County of Cass (hereinafter referred to as the "County").

An Arbitration Panel consisting of Karen Bush Schneider, Esq., Panel Chairperson, James DeVries, Delegate for POAM, and Terry L. Proctor, Delegate for the County, was constituted to conduct the arbitration hearing in this matter. A hearing was held on February 13, 2002, at the Cass County offices located at 110 North Broadway Street, Cassopolis, Michigan.

Following the conclusion of the evidentiary hearing, Last Best Offers were submitted by the parties on or about February 22, 2002. A correction to POAM's Last Best Offer was submitted on or about March 4, 2002.

After careful consideration of disputed issues, the Panel issues this Award.

THE LAST BEST OFFERS OF THE PARTIES

FINAL OFFER OF PETITIONER, POLICE OFFICERS ASSOCIATION OF MICHIGAN

THREE YEAR AND FOUR YEAR AGREEMENT

Union Issue #1

Wages

APPENDIX A

<u>Class</u>	<u>Start</u>	<u>1 Year</u>	<u>2 years</u>	<u>3 Years</u>	<u>4 years</u>
Inspector					
01-01-00	31,609	34,741	35,993	36,619	37,557
Detective					
01-01-00	30,984	34,114	35,367	36,305	37,246
Road Deputy					
01-01-00	29,108	32,237	33,489	34,427	35,367
Corrections Officers					
01-01-00	26,681	27,777	28,718	29,645	30,123
Matron/Secretary					
01-01-00	24,412	25,507	26,291	26,916	27,699
Dispatcher					
01-01-00	25,790	26,572	27,198	27,980	28,919
ESD Corrections Officer					
01-01-00	26,015	29,134	30,317	31,190	32,055
Part-time Corrections Officer					
01-01-00	\$10.45				

UNION'S FINAL OFFER OF SETTLEMENT:

<u>Class</u>	<u>Increase</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Inspector	4.00% 1/1/01	32,873	36,131	37,433	38,084	39,059
	4.00% 1/1/02	34,188	37,576	38,930	39,607	40,622
	4.00% 1/1/03	35,556	39,079	40,487	41,191	42,247
	FOURTH YEAR IF AWARDED					
	3.00% 1/1/04	36,623	40,251	41,702	42,427	43,514
Detective	4.00% 1/1/01	32,223	35,479	36,782	37,757	38,736
	4.00% 1/1/02	33,512	36,898	38,253	39,267	40,285
	4.00% 1/1/03	34,853	38,374	39,783	40,838	41,897
	FOURTH YEAR IF AWARDED					
	3.00% 1/1/04	35,898	39,525	40,977	42,063	43,154
Road Deputy	4.00% 1/1/01	30,272	33,526	34,829	35,804	36,782
	4.00% 1/1/02	31,483	34,868	36,222	37,236	38,253
	4.00% 1/1/03	32,743	36,262	37,671	38,726	39,783
	FOURTH YEAR IF AWARDED					
	3.00% 1/1/04	33,725	37,350	38,801	39,887	40,977
Corrections Officers	4.00% 1/1/01	27,748	28,888	29,867	30,831	31,328
	4.00% 1/1/02	28,858	30,044	31,061	32,064	32,581
	4.00% 1/1/03	30,012	31,245	32,304	33,347	33,884
	FOURTH YEAR IF AWARDED					
	3.00% 1/1/04	30,913	32,183	33,273	34,347	34,901
Matron/secretary	4.00% 1/1/01	25,388	26,527	27,343	27,993	28,807
	4.00% 1/1/02	26,404	27,588	28,436	29,112	29,959
	4.00% 1/1/03	27,460	28,692	29,574	30,277	31,158

FOURTH YEAR IF AWARDED

	3.00% 1/1/04	28,284	29,553	30,461	31,185	32,092
Dispatcher						
	4.00% 1/1/01	26,822	27,635	28,286	29,099	30,076
	4.00% 1/1/02	27,894	28,740	29,417	30,263	31,279
	4.00% 1/1/03	29,010	29,890	30,594	31,474	32,530

FOURTH YEAR IF AWARDED

	3.00% 1/1/04	29,881	30,787	31,512	32,418	33,506
ESD/Corrections Officer						
	4.00% 1/1/01	27,056	30,299	31,530	32,438	33,337
	4.00% 1/1/02	28,138	31,511	32,791	33,735	34,671
	4.00% 1/1/03	29,263	32,772	34,103	35,085	36,058

FOURTH YEAR IF AWARDED

	3.00% 1/1/04	30,141	33,755	35,126	36,137	37,139
Part - time Corrections officers						
	1/1/01 \$10.87					
	1/1/02 \$11.30					
	1/1/03 \$11.75					

FOURTH YEAR IF AWARDED

1/1/04 \$12.11

Wages to be retroactive to January 1, 2001 for all hours compensated

Union Issue #2

PENSION - MULTIPLIER

ARTICLE XIII
RETIREMENT PLAN

13.1: The County shall provide the Michigan Municipal Employees Retirement System (MERS) with the following benefit options.

- A. B-2
- B. 25 and out at any age

The employees shall be required to continue their six (6%) percent contribution.

Effective January 1, 1999, the multiplier shall be changed to B-3.

Effective January 1, 2000, the employee's contribution shall be five (5%) percent of each employee's gross wages.

13.2: Eligible employees shall be permitted to purchase up to five (5) years of generic service as defined by MERS, if they pay one hundred (100%) percent of the Employer and employee cost.

UNION'S FINAL OFFER OF SETTLEMENT:

Add language to agreement:

Effective July 1, 2002, the Employer shall provide at its cost the B-4 (2.5%) multiplier to all bargaining unit members.

Pension Multiplier to be effective July 1, 2002.

Union Issue #3

ETO - Time

PRESENT:

ARTICLE VIII

Earned Time Off (ETO).

- A. Effective January 1, 1995 and each succeeding January 1st thereafter, all full-time employees shall be credited with forty-eight (48) hours of ETO, which may be used for sick leave or personal time off.
1. When ETO is used as personal time off the employee shall be required to request the leave at least four (4) hours prior to the start of the shift.
 2. In order to qualify for ETO payments for illness purposes, the employee must report to his supervisor or to the Sheriff not later than one (1) hour after his normal starting time on the first day of absence, unless in the judgement of the Sheriff, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

New employees hired after January 1st of any year shall receive a pro-rata ETO upon hiring.

- B. In the first pay period each January employee shall be paid sixty (60%) percent of all unused ETO earned but not used from the previous year at the employee's hourly rate.

UNION'S FINAL OFFER OF SETTLEMENT:

Add language to contract:

Effective January 1, 2002, ETO shall be increased to sixty-four (64) hours annually.

ETO to be retroactive to January 1, 2002.

Employer Issue #1 A

HEALTH INSURANCE CO-PAY

UNION'S FINAL OFFER OF SETTLEMENT:

The Union rejects any changes to the current language and/or practice and desires to maintain the status quo.

Employer Issue #1 B

PRESCRIPTION RIDER

UNION'S FINAL OFFER OF SETTLEMENT:

Effective September 1, 2002, the Prescription Rider shall be as follows:

\$10.00 co-pay - generic

\$20.00 co-pay - brand name

Prescription Rider to be effective September 1, 2002.

Employer Issue #2

DISPATCHER WORK SCHEDULE - 12 HOUR SHIFTS

UNION'S FINAL OFFER OF SETTLEMENT:

The Union rejects any changes to the current language and/or practice and desires to maintain status quo.

THE LAST BEST OFFER OF THE PUBLIC EMPLOYER COUNTY OF CASS

ISSUE #1 – DURATION

AGREEMENT

BY AND BETWEEN THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

and

THE SHERIFF AND CASS COUNTY BOARD OF COMMISSIONERS

Effective January 1, 1998 ~~2001~~ to December 31, 2000 ~~2004~~

ISSUE #2 – WAGES

Cass County/POAM
Effective January 1, 1998 ~~2001~~ to December 2000 ~~2004~~
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APPENDIX 1 CASS COUNTY SHERIFF'S DEPARTMENT DEPUTY SHERIFF'S UNIT

<u>Class</u>	<u>Effective</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Inspector	Current (1/1/00)	\$31,609	\$34,741	\$35,993	\$36,619	\$37,557
	1/1/01	\$31,609	\$34,741	\$35,993	\$36,619	\$37,557
	1/1/02	\$34,138	\$37,520	\$38,872	\$39,549	\$40,562
	1/1/03	\$35,504	\$39,021	\$40,427	\$41,131	\$42,184
	1/1/04	\$36,569	\$40,191	\$41,640	\$42,365	\$43,450
Detective	Current (1/1/00)	\$30,984	\$34,114	\$35,367	\$36,305	\$37,246
	1/1/01	\$30,984	\$34,114	\$35,367	\$36,305	\$37,246
	1/1/02	\$33,463	\$36,843	\$38,196	\$39,209	\$40,226
	1/1/03	\$34,802	\$38,317	\$39,724	\$40,777	\$41,835
	1/1/04	\$35,846	\$39,466	\$40,916	\$42,001	\$43,090
Road Deputy	Current (1/1/00)	\$29,108	\$32,237	\$33,489	\$34,427	\$35,367
	1/1/01	\$29,108	\$32,237	\$33,489	\$34,427	\$35,367
	1/1/02	\$31,437	\$34,816	\$36,168	\$37,181	\$38,196
	1/1/03	\$32,694	\$36,209	\$37,615	\$38,668	\$39,724
	1/1/04	\$33,675	\$37,295	\$38,743	\$39,828	\$40,916
Corrections Officer	Current (1/1/00)	\$26,681	\$27,777	\$28,718	\$29,645	\$30,123
	1/1/01	\$26,681	\$27,777	\$28,718	\$29,645	\$30,123
	1/1/02	\$28,815	\$29,999	\$31,015	\$32,017	\$32,533
	1/1/03	\$29,968	\$31,199	\$32,256	\$33,298	\$33,834
	1/1/04	\$30,867	\$32,135	\$33,223	\$34,297	\$34,849

Matron/Secretary	Current (1/1/00)	\$24,412	\$25,507	\$26,291	\$26,916	\$27,699
	1/1/01	\$24,412	\$25,507	\$26,291	\$26,916	\$27,699
	1/1/02	\$26,365	\$27,548	\$28,394	\$29,069	\$29,915
	1/1/03	\$27,420	\$28,650	\$29,530	\$30,232	\$31,112
	1/1/04	\$28,242	\$29,509	\$30,416	\$31,139	\$32,045
Dispatcher	Current (1/1/00)	\$25,790	\$26,572	\$27,198	\$27,980	\$28,919
	1/1/01	\$25,790	\$26,572	\$27,198	\$27,980	\$28,919
	1/1/02	\$27,853	\$28,698	\$29,374	\$30,218	\$31,233
	1/1/03	\$28,967	\$29,846	\$30,549	\$31,427	\$32,482
	1/1/04	\$29,836	\$30,741	\$31,465	\$32,370	\$33,457

Cass County/POAM
Effective January 1, 1998 ~~2001~~ to December ~~2000~~ 2004
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<u>Class</u>		<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
ESD/Corrections Off	Current (1/1/00)	\$26,015	\$29,134	\$30,317	\$31,190	\$32,055
	1/1/01	\$26,015	\$29,134	\$30,317	\$31,190	\$32,055
	1/1/02	\$28,096	\$31,465	\$32,742	\$33,685	\$34,619
	1/1/03	\$29,220	\$32,724	\$34,052	\$35,032	\$36,004
	1/1/04	\$30,096	\$33,705	\$35,073	\$36,083	\$37,084
Part-time Corrections	Current (1/1/00)	\$10.45				
	1/1/01	\$10.45				
	1/1/02	\$11.29				
	1/1/03	\$11.74				
	1/1/04	\$12.09				

ISSUE # 3 – RETIREMENT MULTIPLIER

ARTICLE XIII RETIREMENT PLAN

13.1: The County shall provide the Michigan Municipal Employees Retirement System (MERS) with the following benefit options.

- A. ~~B-2~~ B-3
- B. 25 and out at any age

The employees shall be required to continue their ~~six percent (6%)~~ ~~five (5%)~~ ~~percent~~ contribution.

Effective April 15, 2002 and continuing until the close of the business day on June 15, 2002, the County will offer a B-4 retirement window for qualified employees who take all the necessary steps required by MERS to retire between those dates.

~~Effective January 1, 1999, the multiplier shall be changed to B-3.~~

~~Effective January 1, 2000 th employee's contribution shall be five (5%) percent of each employee's gross wages.~~

13.2: Eligible employees shall be permitted to purchase up to five (5) years of generic service as defined by MERS if they pay one hundred (100%) percent of the Employer and employee cost.

ISSUE #4 – EARNED TIME OFF (ETO)

7.3: Earned Time Off (ETO).

- A. Effective January 1, 1995 and each succeeding January 1st thereafter, all full-time employees shall be credited with forty-eight (48) hours of ETO, which may be used for sick leave or personal time off

Effective January 1, 2002 and each succeeding January 1st thereafter, all full-time employees shall be credited with sixty-four (64) hours of ETO, which may be used for sick leave or personal time off.

1. When ETO is used as personal time off the employee shall be required to request the leave at least four (4) hours prior to the start of the shift.
2. In order to qualify for ETO payments for illness purposes, the employee must report to his supervisor or to the Sheriff not later than one (1) hour after this normal starting time on the first day of absence, unless in the judgment of the Sheriff, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.
3. If a holiday falls during an employees approved ETO, s/he shall be entitled to holiday pay provided the employee had requested and was approved for the ETO five (5) or more days in advance.

PRIOR TENTATIVE AGREEMENT

New employees hired after January 1st of any year shall receive a pro-rata ETO upon hiring.

- B. In the first pay period each January employees shall be paid sixty (60%) percent of all unused ETO earned but not used from the previous year at the employee's hourly rate.

**ISSUE #5 AND #6 – INSURANCE PREMIUM CO-PAY AND
PRESCRIPTION DRUG CO-PAY**

**ARTICLE XII
INSURANCE**

12.1: Medical Insurance. The Employer agrees, for the life of this Agreement, to provide and maintain a health insurance program substantially comparable to that in effect for permanent full-time employees as of the date of this Agreement.

Effective ~~July 1, 1998~~, ~~January 1, 2001~~ employees shall be required to pay toward the monthly health insurance premium as follows:

Monthly Employee Cost

Year	Single	Two Persons	Family
1998	\$15.00	\$20.00	\$25.00
1999	\$20.00	\$25.00	\$30.00
2000	\$25.00	\$30.00	\$35.00
2001	\$30.00	\$35.00	\$40.00
2002	\$35.00	\$40.00	\$45.00
2003	\$40.00	\$45.00	\$50.00
2004	\$45.00	\$50.00	\$55.00

The deductible shall be \$100.00 for single coverage and \$200.00 for family coverage.

The County may increase the prescription co-pay for employees up to \$10.00 generic/\$20 brand name but not before September 1, 2002 and up to \$15 generic/\$30 brand name but not before September 1, 2004.

*

- ◆ **Alternative A:** *In this Last-Best Offer, the Employer has proposed no wage increase for 2001 and an 8% wage increase effective January 1, 2002. This proposal assumes a retroactive pay award to 1/1/02 from which the employees' health insurance deductions can be taken.*
- ◆ **Alternative B:** *If the Arbitrator adopts the Union's wage proposal for full retroactivity to January 1, 2001, the Employer proposes that the health insurance premium sharing increase be fully retroactive as well. Any sum due the County from the employees can be deducted from any retroactive pay.*

ISSUE #7 - DISPATCHER SHIFTS

Cass County/POAM

Effective January 1, 1998 ~~2001~~ to December 2000 ~~2004~~

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LETTER OF UNDERSTANDING #1

The Employer and Association agree that, notwithstanding the provisions of Article VIII, the Employer may adopt a work and shift schedule which provides for a 12-hour work day for all employees working in the classification of Security Officers. Any employee who works in said classification shall be entitled to overtime at the rate of one and one-half times his/her base hourly rate for all hours worked in excess of twelve (12) hours in any work day or eighty (80) hours in any pay period or shall be entitled to compensatory time off at the rate of one and one-half hours for each hour worked in excess of eighty (80) hours in one pay period or twelve (12) hours in one day in lieu of overtime payment. The Sheriff shall be free to adopt the work and shift schedule and shall post the same no later than November 1, 1994. The schedule shall commence November 1, 1994, and shall continue in effect until December 31, 1994. Employees working the affected classifications may, by virtue of their classification seniority, exercise their right to select a shift other than the one to which they are assigned.

The schedule will include a 14-day, 80-hour pay period. During that 14-day cycle, employees will work six (6) 12-hour shifts and one (1) 8-hour shift. The 8-hour shift day will be selected by the employees in the order of their seniority. Vacation time will be converted to an hourly basis not weekly and shall be recorded and credited on an hourly basis. Employees will be allowed to take vacation in minimum allotments of 24 hours. Any vacation requests of sixty (60) or more hours must be approved, in advance, by the Sheriff. Holiday pay will consist of either 12 hours or 8 hours pay based upon where it falls in an employee's work schedule.

This Memorandum of Understanding ~~will automatically become~~ became a permanent amendment to the Collective Bargaining Agreement ~~February 1, 1995, unless prior to December 31, 1994, either party delivers written notice to the other party of his or its desire to terminate the Memorandum and discontinue the 12-hour schedule. In the event such a notice of termination is delivered by either party to the other, the 12-hour schedule shall expire at 5:00 p.m. on January 31, 1995, the Memorandum of Understanding shall become null and void, and the parties shall be governed by the then current terms and provisions of Article VIII of the Collective Bargaining Agreement. If no such notice is delivered by either party, the Sheriff may establish new 12-hour schedules consistent with the then current Collective Bargaining Agreement as amended.~~

ARTICLE VIII HOURS

8.4 Twelve Hour Day. The Employer may adopt a work and shift schedule which provides for a 12-hour work day for all employees working in the classification of Dispatcher. Any employee who works in said classification shall be entitled to overtime at the rate of one and one-half times his/her base hourly rate for all hours worked in excess of twelve (12) hours in any work day or eighty (80) hours in any pay period or shall be entitled to compensatory time off at the rate of one and one-half hours for each hour worked in excess of eighty (80) hours in one pay period or twelve (12) hours in one day in lieu of overtime payment. The Sheriff shall be free to adopt the work and shift schedule and shall post the same no earlier than January 1, 2003. Employees working the affected classification may, by virtue of their classification seniority, exercise their right to select a shift other than the one to which they are assigned.

The schedule will include a 14-day, 80-hour pay period. During that 14-day cycle, employees will work six (6) 12-hour shifts and one (1) 8-hour shift. The 8-hour shift day will be selected by the employees in the order of their seniority. Vacation time will be converted to an hourly basis (not weekly) and shall be recorded and credited on an hourly basis. Employees will be allowed to take vacation in minimum allotments of 24 hours. Any vacation requests of sixty (60) or more hours must be approved, in advance, by the Sheriff. Holiday pay will consist of either 12 hours or 8 hours pay based upon where it falls in an employee's work schedule.

Current Sections 8.4 "Court Appearances" and 8.5 "Compensatory Time" must be re-numbered to reflect new Section 8.4.

STATUTORY AUTHORITY

Public Act No. 312 of 1969, MCL 423.231, et seq., provides for compulsory arbitration of labor disputes involving municipal police officers. Section 8 of the Act states, in relation to economic issues, that:

The arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors described in Section 9. The findings, opinions and orders as to all other issues shall be based upon the applicable factors prescribed in Section 9. MCL 423.238.

Section 9 of the Act contains eight factors upon which the Panel must base its opinion and orders. The factors are as follows:

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and financial ability of the unit of government to meet those costs.
- d. Comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally.
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost of living.
- f. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public sector or in private employment. MCL 423.329.

Section 10 of the Act provides that the decision of the Panel must be supported by "competent, material and substantial evidence on the whole record." MCL423.240. This has been acknowledged by the Michigan Supreme Court in *City of Detroit v. Detroit Police Officers Assoc.*, 408 Mich 410 (1980). There, Justice Williams commented on the importance of the various factors, stating:

The Legislature has neither expressly or implicitly evinced any intention in Act 312 that each factor of Section 9 be accorded equal weight. Instead, the Legislature has made their treatment, where applicable, mandatory on the panel through the use of the word "shall" in Sections 8 and 9. In effect, then, the Section 9 factors provide a compulsory checklist to ensure that the arbitrators render an award only after taking into consideration those factors deemed relevant by the Legislature and codified in Section 9. Since the Section 9 factors are not intrinsically weighted, they cannot of themselves provide the arbitrators with an answer. It is the panel which must make the difficult decision of determining which particular factors are more important in resolving a contested issue under the singular facts of a case, although, of course, all "applicable" factors must be considered. *Id.* at 484.

The Arbitration Panel applied all of the Section 9 factors in considering the disputed issues herein even if not specifically discussed.

EXTERNAL COMPARABILITY

POAM offered the following as comparable communities in this matter:

Berrien County
Kalamazoo County
St. Joseph County
VanBuren County

The County offered the following as comparable communities in this matter:

Barry County
Branch County
St. Joseph County
VanBuren County

The Panel has considered all of the comparables proposed by the parties in evaluating the Last Best Offers, giving particular significance to mutually identified comparables, St. Joseph and VanBuren Counties. In so doing, the Panel was cognizant of the fact that there was not a wide variation amongst the counties regarding the disputed issues.

ISSUE #1 – DURATION

The predecessor collective bargaining agreement between the parties expired on December 31, 2000. Although POAM proposed a two year successor agreement during negotiations, both parties focused on a three year or even four year agreement at the Act 312 Arbitration hearing.

In its Last Best Offer, POAM left it to the Arbitration Panel to decide whether the successor agreement should be of a three year or four year duration. In other words, should the successor agreement run from January 1, 2001 to December 31, 2003, or should it run from January 1, 2001 to December 31, 2004? While POAM would prefer a

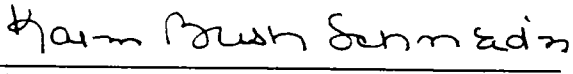
three year agreement, it has submitted a wage proposal which addresses the fourth year of the contract.

In its Last Best Offer, the County proposes a four year agreement, running from January 1, 2001 to December 31, 2004. It views a shorter agreement, especially a two year agreement, as "an inefficient use of the Employer's resources," since the contract would expire soon after issuance of the Arbitration Award in this matter.

The Arbitration Panel has carefully considered the positions of the parties. Since both parties "could live with" a four year agreement, it is in their best interests for the Award to incorporate the longer duration. It is noteworthy that this Act 312 process included critical issues such as wages, pension, ETO time, health insurance, and dispatcher work schedule. These traditionally difficult issues, once resolved, should be followed by a period of labor peace between the parties. Thus, in the Panel's estimation, a four year agreement, rather than a three year agreement, would better serve the interests of the parties and would be consistent with the Section 9 factors, including but not limited to 9(a), (b), (c), (f), and (h).

AWARD REGARDING THE ISSUE OF DURATION

The Panel adopts the proposal of the County on the issue of duration. It orders adoption of the following amendment to the Agreement by and between the Police Officers Association of Michigan and the Sheriff and Cass County Board of Commissioners: Effective January 1, 2001 to December 31, 2004.



Karen Bush Schneider
Panel Chairperson

Accepted By:

Rejected By:

Perry S. Broder

ISSUE #2 – WAGES

POAM's Last Best Offer includes the following proposals regarding increases

to wages:

January 1, 2001	4%
January 1, 2002	4%
January 1, 2003	4%
January 1, 2004	3%

In the County's Last Best Offer, the County offers the following regarding

increase to wages:

January 1, 2001	No increase
January 1, 2002	8%
January 1, 2003	4%
January 1, 2004	3%

As can be seen from the foregoing Last Best Offers, the parties are essentially in agreement regarding the issue of wages for calendar years 2003 and 2004. Accordingly, the Panel will only discuss the issue of wages for calendar years 2001 and 2002.

In reviewing the parties' Last Best Offers for calendar year 2001, the Arbitration Panel notes that the Consumer Price Index rose by 3.5% in calendar year 2000. At the same time, bargaining unit members received a wage increase of only 3.0%. (See Employer Exhibit 1, Wages, Tab "1.") The CPI for calendar year 2001 was only 1.3%.

Thus, bargaining unit members lost ground on wages during calendar year 2000, but would more than make up that ground if POAM's offer were accepted by the Arbitration Panel. By contrast, the County offers no wage increase attributable to calendar year 2001. Presumably, the County's offer is a reflection not so much of the County's position that no wage increase was warranted for that calendar year, but rather its position that no retroactivity should be awarded given the length of the bargaining process and the County's view that the Act 312 procedure was not preceded by good faith bargaining. However, Section 9 factors favor the position of POAM on the issue of wages for calendar years 2001 and 2002.

The Arbitration Panel examined the wages paid by the external comparables in considering the parties' Last Best Offers on the issue of wages for calendar year 2001. The two external comparables that the parties both agree on, namely St. Joseph County and VanBuren County, each provided a 3% increase in wages in calendar year 2001. POAM asks the Arbitration Panel to consider Berrien and Kalamazoo Counties as external comparables also. Even if the Arbitration Panel did so, each of those counties provided a 3% increase in wages for calendar year 2001. (See Union Exhibit "1," p. 3.)

The County asks the Arbitration Panel to consider Barry and Branch Counties as external comparables. Interestingly, the wage increases offered by those counties in calendar year 2001, exceeded that offered by the aforementioned counties. In the case of Barry County, a 4% wage increase for road deputies was given. (See Employer Exhibit "1," Wages, Tab 3.) In the case of Branch County, a 5% wage increase was given to road deputies. (*Id.*) Accordingly, in looking at the external comparables offered by the parties,

pursuant to Section 9(d) of Act 312, the Last Best Offer of POAM regarding wages for 2001 is favored.

There has been no inability to pay argument raised by the County in this matter. Thus, Sections 9(a), (c), (g), and (h), do not compel a decision in favor of either party.

The Panel did consider the argument of the County that it has retreated from its bargaining position on the issue of wages for calendar year 2001, due to its view that the bargaining unit should have ratified the tentative agreement that the parties reached in collective bargaining. The unit's rejection of the County's good faith offer has caused the County to incur additional litigation expense in connection with the 312 arbitration. Those monies would have gone toward the payment of wages and other economic benefits in the successor agreement.

The Arbitration Panel has considered the County's argument in this regard. While the Panel Chairperson does not countenance the abuse of the Act 312 process, she does not view that sufficient evidence has been produced to cause her to conclude that any abuse occurred in this case which would warrant consideration under Section 9(h) of the Act. The mere fact that a bargaining unit may reject a last attempt at a negotiated settlement of a contract dispute while Act 312 proceedings are pending does not, in and of itself, evidence bad faith. Further, the arbitration proceedings in this matter were quite abbreviated. The parties did not even file post hearing briefs. Additional litigation expenses would likely be modest.

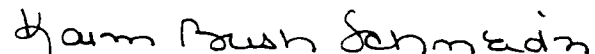
Having carefully considered all of the foregoing, the Arbitration Panel concludes that it should award the Last Best Offer made by POAM on the issue of wages for calendar year 2001. That offer more nearly meets the Section 9 criteria of Act 312.

With regard to the disputed issue of wages for calendar year 2002, the Arbitration Panel notes that the scheduled wages of bargaining unit members in calendar year 2002 would be the same under both POAM and the County's proposals. POAM proposes an increase of 4% for calendar year 2002. The County proposes an increase of 8%, which would bring the wage scale to the position it would be under POAM's Last Best Offer for 2002. Since the Arbitration Panel has awarded the Last Best Offer of POAM on the issue of wages for calendar year 2001, it will do likewise for calendar year 2002, thus effectively awarding the Last Best Offer of both parties for that calendar year.

AWARD OF THE PANEL ON THE ISSUE OF WAGES

The Arbitration Panel awards the Last Best Offer of POAM on the issue of wages as follows:

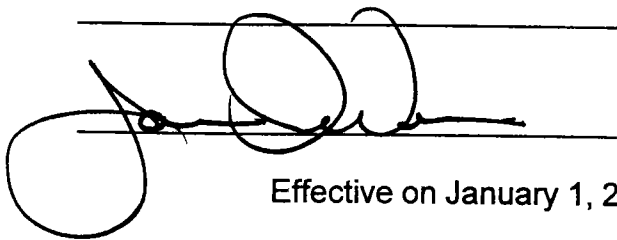
Effective on January 1, 2001 through December 31, 2001, a 4% increase is awarded for all steps on the wage scale pertaining to inspectors, detectives, road deputies, corrections officers, matron/secretaries, dispatchers, ESD/corrections officers. Effective on January 1, 2001 to December 31, 2001, the part-time corrections officers will be paid at the rate of \$10.87 per hour. Wages are to be retroactive to January 1, 2001, for all hours compensated.



Karen Bush Schneider
Panel Chairperson

Accepted By:

Rejected By:

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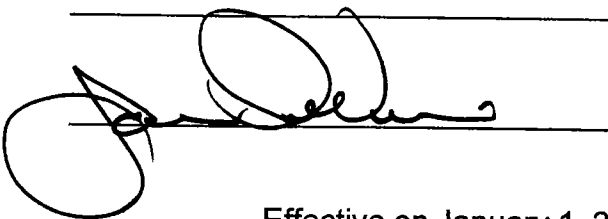
Darryl S. Proctor

Effective on January 1, 2002 through December 31, 2002, a 4% increase is awarded for all steps on the wage scale pertaining to inspectors, detectives, road deputies, corrections officers, matron/secretaries, dispatchers, ESD/corrections officers. Effective January 1, 2002 to December 31, 2002, part-time corrections officers will be paid at the rate of \$11.30 per hour. Wages are to be retroactive to January 1, 2002 for all hours compensated.

Karen Bush Schneider
Karen Bush Schneider
Panel Chairperson

Accepted By:

Rejected By:

A large, stylized handwritten signature in black ink, featuring a prominent loop at the beginning and a long, sweeping tail.

Darryl S. Proctor

Effective on January 1, 2003 through December 31, 2003, a 4% increase is awarded for all steps on the wage scale pertaining to inspectors, detectives, road deputies, corrections officers, matron/secretaries, dispatchers, ESD/corrections officers. Effective January 1, 2003 to December 31, 2003, part-time corrections officers will be paid at the

rate of \$11.75 per hour. Wages are to be retroactive to January 1, 2003 for all hours compensated.

Karen Bush Schneider
Karen Bush Schneider
Panel Chairperson

Accepted By:

Rejected By:

Denny L. Proctor

Effective on January 1, 2004 through December 31, 2004, a 3% increase is awarded for all steps on the wage scale pertaining to inspectors, detectives, road deputies, corrections officers, matron/secretaries, dispatchers, ESD/corrections officers. Effective on January 1, 2004 to December 31, 2004, part-time corrections officers will be paid at the rate of \$12.11 per hour. Wages are to be retroactive to January 1, 2004, for all hours compensated.

Karen Bush Schneider
Panel Chairperson

Accepted By:

Rejected By:

[Signature]
Denny L. Proctor

ISSUE #3 – PENSION-MULTIPLIER

In its Last Best Offer, POAM proposes that Article 13 of the collective bargaining agreement be amended effective July 1, 2002, to increase the pension multiplier from a B-3 to a B-4 (2.5%). By contrast, the County, in its Last Best Offer, proposes to maintain the current B-3 multiplier. However, it proposes to offer a sixty (60) day window which would allow eligible employees to retire at a B-4 rate between the dates of April 15, 2002 and June 15, 2002.

POAM argues that an increase in the pension multiplier is warranted so as to enhance the retirement allowance and of bargaining unit members who currently desire to retire, but feel that they cannot afford to do so. The County attempts to address POAM's economic concern by offering a "window of opportunity" for current eligible employees to retire with the B-4 multiplier, while avoiding the additional cost of a permanent change to the County's retirement plan.

In support of its Last Best Offer, POAM notes that one of its comparables, namely St. Joseph County, has a defined benefit plan through MERS which offers a 2.5% multiplier. The only other of its comparable counties which offers a defined benefit plan, namely Berrien County, has a 2.3% multiplier. See Union Exhibit "1," p. 6. However, employees of Berrien County make a higher employee contribution (8%) to their retirement plan compared to the 5% contribution made by Cass County employees. (*Id.*)

In connection with the County's comparables, the County acknowledges that the MERS plan offered by Barry County provides a 2.5% multiplier (Employer's Exhibit "1," Retirement, Tab 1). However, Branch County provides a 2.25% multiplier, as does Cass County currently. Finally, VanBuren County has adopted a MERS plan for new employees

which features a multiplier of only 2%. Cass County's plan currently provides for "25 and out" as normal retirement, whereas the counties of Barry, Branch, and VanBuren require not only a minimum service requirement, but also a minimum age requirement for retirement.

In reviewing all of the retirement benefits offered by Cass County (not simply the multiplier factor), it appears that the County's current plan reflects favorably when looking at all of the proposed comparable communities. While Cass County's multiplier is currently lower than that contained in the defined benefit plans offered by Barry, Berrien, and St. Joseph counties, the employee contribution is also equal to or lower than those counties. Further, retirement eligibility of "25 and out" is more favorable. Accordingly, the an examination of Section 9(d) of the Act does not favor POAM's Last Best Offer.

The County has offered a sixty (60) day window period to allow retirement-eligible members of the bargaining unit to take advantage of an enhanced retirement opportunity. This is not unlike the opportunity recently offered by the state of Michigan on a one time basis. The County's window period does allow interested bargaining unit members to take advantage of an enhanced retirement without taxing the County with substantially increased retirement costs on a permanent basis. No other bargaining unit members will become retirement eligible over the remaining life of the four year agreement. Thus, the County's offer on the issue of retirement multiplier factor is consistent with Sections 9(c),(f), and (h) of Act 312.

The offering of a window period does have a cost impact on the County. See Employer's Exhibit "1," Retirement, Tab 2. A valuation performed by Gabriel, Roeder, Smith & Company in January of 2002, revealed that nine bargaining unit members would

be eligible to retire during a window period. (*Id.*) Overall, those bargaining unit members, assuming all eligible members accepted the window, would receive an increase in the present value of future retirement benefits in the amount of \$217,144. The cost to the County would be \$11,030. (*Id.*) The County proposes to absorb this cost. (*Id.*, and Tr-29.) In light of the foregoing, the Arbitration Panel concludes that the offer of the County on the issue of retirement multiplier is most consistent with the Section 9 factors and should be awarded by the Panel.

AWARD REGARDING THE ISSUE OF PENSION-MULTIPLIER

The Panel adopts the proposal of the County on the issue of pension-multiplier as follows:

The County shall provide the Michigan Municipal Employees Retirement System (MERS) with the following benefit options.

- A. B-3
- B. 25 and out at any age

The employees shall be required to continue their five (5%) percent contribution.

Effective April 15, 2002 and continuing until the close of the business day on June 15, 2002, the County will offer a B-4 retirement window for qualified employees who take all the necessary steps required by MERS to retire between those dates.

13.2: Eligible employees shall be permitted to purchase up to five (5) years of generic service as defined by MERS if they pay one hundred (100%) percent of the Employer and employee cost.

Karen Bush Schneider
Karen Bush Schneider
Panel Chairperson

Accepted By:

Rejected By:

Terry E. Proctor

[Signature]

ISSUE #4 - EARNED TIME OFF (ETO)

Under the expired collective bargaining agreement, bargaining unit members are credited with forty-eight (48) hours of ETO on January 1st of each year. ETO may be used for sick leave or personal time off. POAM proposes to increase ETO from forty-eight (48) hours annually to sixty-four (64) hours annually. It further proposes to make such increase to ETO retroactive to January 1, 2002. In its Last Best Offer, the County makes the same offer and does not challenge retroactivity. Since there is no dispute between the parties on this issue, the Arbitration Panel shall award earned time off consistent with their mutual Last Best Offers.

AWARD REGARDING EARNED TIME OFF (ETO)

The Arbitration Panel makes the following award in connection with the issue of earned time off:

Earned Time Off (ETO).

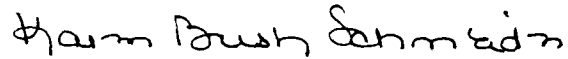
- A. Effective January 1, 1995 and each succeeding January 1st thereafter, all full-time employees shall be credited with forty-eight (48) hours of ETO, which may be used for sick leave or personal time off.

Effective January 1, 2002 and each succeeding January 1st thereafter, all full-time employees shall be credited with sixty-four (64) hours of ETO, which may be used for sick leave or personal time off.

1. When ETO is used as personal time off the employee shall be required to request the leave at least four (4) hours prior to the start of the shift.
2. In order to qualify for ETO payments for illness purposes, the employee must report to his supervisor or to the Sheriff not later than one (1) hour after this normal starting time on the first day of absence, unless in the judgment of the Sheriff, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.
3. If a holiday falls during an employees approved ETO, s/he shall be entitled to holiday pay provided the employee had requested and was approved for the ETO five (5) or more days in advance.

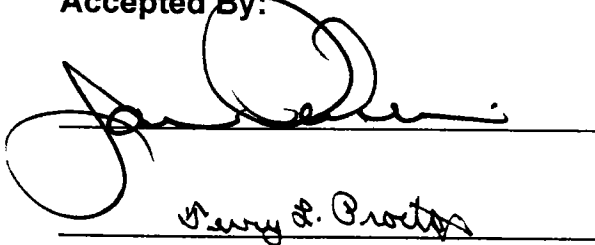
New employees hired after January 1st of any year shall receive a pro-rata ETO upon hiring.

- B. In the first pay period each January employees shall be paid sixty (60%) percent of all unused ETO earned but not used from the previous year at the employee's hourly rate.



Karen Bush Schneider
Panel Chairperson

Accepted By:


Mary E. Proctor

Rejected By:

ISSUE #5 – HEALTH INSURANCE – PREMIUM CO-PAYMENTS

In its Last Best Offer, the County proposes to increase employees health insurance premium co-payments contained in Article 12 of the expired collective bargaining agreement. Under the expired agreement, during calendar year 2000, a bargaining unit member receiving single subscriber health coverage contributed \$25 monthly toward the health insurance premium. A bargaining unit member receiving health insurance for two persons contributed \$30 monthly to the cost of the premium. A bargaining unit member receiving full family coverage contributed \$35 monthly to the cost of the health insurance premium. The County proposes to increase these premium co-payments by \$5 in each of the years of the successor collective bargaining agreement in which bargaining unit members receive a wage increase. By contrast, POAM proposes to maintain the status quo regarding health insurance premium co-payments.

In support of its position, the County argues that health insurance premiums have increased approximately 300% between 1990 and 2001. (Employer's Exhibit "1," Health Insurance, Tab 2.) In 2001 alone, premium increases ranged from 37% to 44%. (*Id.*) The County's proposal seeks to continue a proportional contribution on the part of bargaining unit members towards a most valuable, but very costly, benefit to them, namely their health insurance.

A \$5 increase per year to health insurance premium co-payments has been in effect for approximately eight years. (Tr-46.) Given increases in wages, the County does not believe that co-payment of health insurance premiums is an undue financial burden on its employees. On the contrary, it is intended to keep employees cognizant of

the cost of health insurance and the desirability of continuously exploring ways to contain health care costs.

The County also supports its proposal on the basis of internal comparability. At the present time, all other County employees make contributions toward health insurance premiums in the same amounts proposed for POAM's bargaining unit. (Tr-45.)

Neither party offered any proofs regarding external comparability on this issue.

After careful consideration of the foregoing, the Arbitration Panel concludes that the Section 9 criteria of Act 312 favor adoption of the Last Best Offer of the County on this issue. There is no more difficult issue which faces employees and labor organizations today than the rapidly escalating costs of health care and insurance. The parties to this Act 312 Arbitration have an eight year history of premium sharing. The premium co-payment is relatively modest in comparison to the amount contributed by the County. A \$5 increase in the employee's monthly premium co-payment on an annual basis will not even keep pace with the likely increase in insurance rates on an annualized basis.

Internal comparability also dictates a decision in favor of the County on this issue. It would be inequitable to allow bargaining unit members to maintain their 2000 contribution, while contributions on the part of other County employees continue to increase. Further, the wages awarded by the Arbitration Panel are certainly sufficient to allow employees to absorb a modest increase in the health insurance premium co-payment. Accordingly, Sections 9(a), (c), (d), (e), (f), and (h), all support a decision in favor of the Last Best Offer of the County.

AWARD REGARDING HEALTH INSURANCE – PREMIUM CO-PAYMENTS

The Arbitration Panel awards the Last Best Offer of the County on the issue of health insurance premium co-payments as follows:

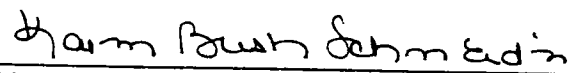
Medical Insurance. The Employer agrees, for the life of this Agreement, to provide and maintain a health insurance program substantially comparable to that in effect for permanent full-time employees as of the date of this Agreement.

Effective from and retroactive to January 1, 2001, employees shall be required to pay toward the monthly health insurance premium as follows:

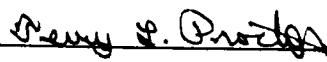
Monthly Employee Cost

Year	Single	Two Persons	Family
2001	\$30.00	\$35.00	\$40.00
2002	\$35.00	\$40.00	\$45.00
2003	\$40.00	\$45.00	\$50.00
2004	\$45.00	\$50.00	\$55.00

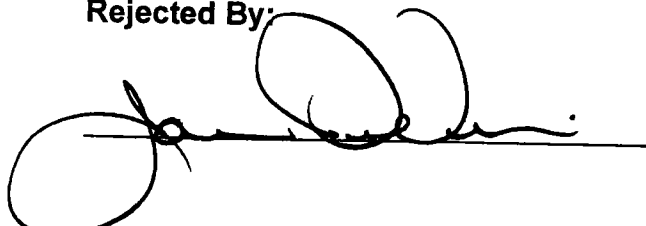
The deductible shall be \$100.00 for single coverage and \$200.00 for family coverage.


Karen Bush Schneider
Panel Chairperson

Accepted By:



Rejected By:



ISSUE #6 – HEALTH INSURANCE – PRESCRIPTION CO-PAY

In its Last Best Offer, the County proposes to increase the employees' prescription co-pay from the current \$5 per prescription to \$10 for generic drugs and \$20 for name brands drugs. This increase would be effective on or after September 1, 2002. The County proposes a second adjustment to the prescription co-pay on or after September 1, 2004. It proposes to increase the prescription co-pay for generic drugs to \$15 and to increase the prescription co-pay to \$30 for brand name drugs. These increases are permissive and assume corresponding increases in premium.

In POAM's Last Best Offer, it proposes one increase to the prescription drug co-pay over the life of the successor collective bargaining agreement. It offers, effective September 1, 2002, to increase the prescription co-pay for generic drugs from \$5 to \$10 and the prescription co-pay for brand name drugs from \$10 to \$20. Those increases would remain in effect throughout the duration of the collective bargaining agreement.

Prescription drug co-pays are present in the health plans offered by all of the external comparables cited by the County. However, as of January 1, 2001, the prescription drug co-pay for employees of the counties of VanBuren and Barry was \$5. It was \$10 for employees in the counties of St. Joseph and Branch. (Employer's Exhibit "I," Drug Rider.) None of the external comparables cited by the County had a prescription drug co-pay as high as \$15/\$30. Further, prescription drug co-pays have not been specifically negotiated in any other Cass County contracts. (Tr-47-48.)

Section 9(d) of Act 312 strongly favors the Last Best Offer of POAM on the issue of prescription drug co-pays. None of the external comparables about which information was provided have prescription drug co-payments at the level of \$15/\$30.

Further, none of the internal comparables supports a drug co-pay in the amount proposed by the County. Indeed, none of the other internal comparables have negotiated a prescription drug co-pay feature. Accordingly, the Arbitration Panel concludes that the increase to the prescription drug co-pay proposed by POAM is more in keeping with Section 9(d) of Act 312. The Panel also finds that it is supported by Sections 9(f) and 9(h) of Act 312.

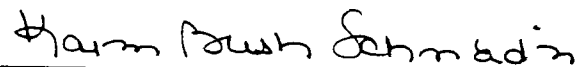
AWARD REGARDING THE ISSUE OF PRESCRIPTION DRUG CO-PAY

The Arbitration Panel adopts the Last Best Offer of POAM on the issue of prescription drug co-pay and amends Article 12.1 as follows:

Effective September 1, 2002, the prescription rider shall be as follows:

\$10 co-pay – generic

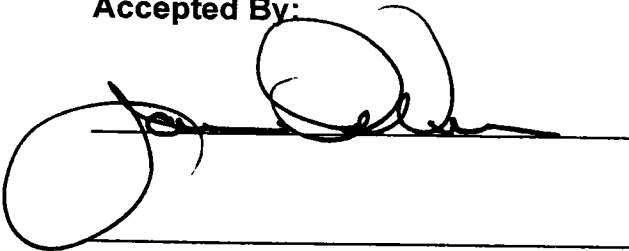
\$20 co-pay – brand name

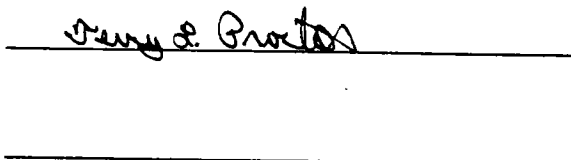


Karen Bush Schneider
Panel Chairperson

Accepted By:

Rejected By:





ISSUE #7 – DISPATCHERS WORK SCHEDULE

The County proposes in its Last Best Offer to include a new provision in Article VIII of the successor collective bargaining agreement to provide for the option of a

twelve (12) hour work schedule for dispatchers. POAM opposes a twelve (12) hour work schedule for dispatchers and propose to maintain the status quo.

Prior to 1994, the County operated either eight (8) hour or ten (10) hour shifts in the Sheriff's Department. (Tr-54.) Those shifts were negotiated. (*Id.*) The County began looking at the schedules utilized by other sheriff's departments around the state. It implemented a twelve (12) hour shift for its corrections officers on a trial basis. (*Id.*) Subsequently, the corrections officers voted to add the twelve (12) hour shift as a shift option under the collective bargaining agreement. (*Id.*) Thus, the Sheriff's Department could operate its corrections officers on either an eight (8) hour, ten (10) hour, or twelve (12) hour shift option. (*Id.*)

Shortly thereafter, the road patrol tried a twelve (12) hour shift on a trial basis. The road patrol also added the twelve (12) hour shift as an option. It allowed them to work no more than three (3) days in a row and have every other weekend as a three (3) day weekend. (Tr-55.) When a twelve (12) hour shift option was raised in connection with the dispatchers, it was rejected. (*Id.*)

In reviewing other sheriff's departments around the state, Cass County has noted that most departments have gone to a twelve (12) hour schedule so as to enhance coverage and allow employees to work no more than three (3) consecutive days. The County desires that scheduling option for its dispatchers. The County will be moving the dispatch center into a new County facility or into a remodeled portion of the courthouse in 2003. The dispatcher area will be greatly enlarged and improve working conditions improved. (Tr-55-56.) Having a twelve (12) hour shift as an option would allow the County to maximum staffing and be more efficient in the delivery of services to County residents.

Although Sheriff Underwood testified that the County was seeking a trial period to test the twelve (12) hour shift on the dispatch staff, the Arbitration Panel notes that the County's Last Best Offer proposes that a new section be added to Article VIII of the collective bargaining agreement. It would allow the Sheriff to adopt a twelve (12) hour shift schedule on or after January 1, 2003. This section also provides a fourteen (14) day, eighty (80) hour pay period during which employees would work six (6) twelve (12) hour shifts and one (1) eight (8) hour shift. The eight (8) hour shift day would be selected by employees in order of seniority.

POAM opposes the adoption of a twelve (12) hour shift option for dispatchers. The Union's objection focuses on the working conditions and stress associated with the dispatch operation.

The Arbitration Panel has considered the Last Best Offers of the parties and has determined to award the Last Best Offer of the County on the issue of dispatcher shifts. The Sheriff's Department, including corrections and road patrol, has been operating with the twelve (12) hour shift option. For the efficiency of the Department, the County desires to have the twelve (12) hour shift option available to cover its dispatch operation. From an operational efficiency standpoint, it makes sense to have that option available for the dispatch aspect of the Department as well.

AWARD OF THE PANEL REGARDING THE ISSUE OF DISPATCHER SHIFTS

The Arbitration Panel adopts the Last Best Offer of the County regarding the issue of dispatcher shifts:

LETTER OF UNDERSTANDING

The Employer and Association agree that, notwithstanding the provisions of Article VIII, the Employer may adopt a work and shift schedule which provides for a 12-hour work day for all employees working in the classification of Security Officers. Any employee who works in said classification shall be entitled to overtime at the rate of one and one-half times his/her base hourly rate for all hours worked in excess of twelve (12) hours in any work day or eighty (80) hours in any pay period or shall be entitled to compensatory time off at the rate of one and one-half hours for each hour worked in excess of eighty (80) hours in one pay period or twelve (12) hours in one day in lieu of overtime payment. The Sheriff shall be free to adopt the work and shift schedule and shall post the same no later than November 1, 1994. The schedule shall commence November 1, 1994, and shall continue in effect until December 31, 1994. Employees working the affected classifications may, by virtue of their classification seniority, exercise their right to select a shift other than the one to which they are assigned.

The schedule will include a 14-day, 80-hour pay period. During that 14-day cycle, employees will work six (6) 12-hour shifts and one (1) 8-hour shift. The 8-hour shift day will be selected by the employees in the order of their seniority. Vacation time will be converted to an hourly basis not weekly and shall be recorded and credited on an hourly basis. Employees will be allowed to take vacation in minimum allotments of 24 hours. Any vacation requests of sixty (60) or more hours must be approved, in advance, by the Sheriff. Holiday pay will consist of either 12 hours or 8 hours pay based upon where it falls in an employee's work schedule.

This Memorandum of Understanding became a permanent amendment to the Collective Bargaining Agreement February 1, 1995. The Sheriff may establish new 12-hour schedules consistent with the then current Collective Bargaining Agreement as amended.

ARTICLE VIII **HOURS**

8.4 Twelve Hour Day. The Employer may adopt a work and shift schedule which provides for a 12-hour work day for all employees working in the classification of Dispatcher. Any employee who works in said classification shall be entitled to overtime at the rate of one and one-half times his/her base hourly rate for all hours worked in excess of twelve (12) hours in any work day or eighty (80) hours in any pay period or shall be entitled to compensatory time off at the rate of one and one-half hours for each hour worked in excess of eighty (80) hours in one pay period or twelve (12) hours in one day in lieu of overtime payment. The Sheriff shall be free to adopt the work and shift schedule and shall post the same no earlier than January 1, 2003. Employees working the affected classification may, by virtue of their classification seniority, exercise their right to select a shift other than the one to which they are assigned.

The schedule will include a 14-day, 80-hour pay period. During that 14-day cycle, employees will work six (6) 12-hour shifts and one (1) 8-hour shift. The 8-hour shift day will be selected by the employees in the order of their seniority. Vacation time will be converted to an hourly basis (not weekly) and shall be recorded and credited on an hourly basis. Employees will be allowed to take vacation in minimum allotments of 24 hours. Any vacation requests of sixty (60) or more hours must be approved, in advance, by the Sheriff.

Holiday pay will consist of either 12 hours or 8 hours pay based upon where it falls in an employee's work schedule.

Current Sections 8.4 "Court Appearances" and 8.5 "Compensatory Time" must be re-numbered to reflect new Section 8.4.

Karen Bush Schneider

Karen Bush Schneider
Panel Chairperson

Accepted By:

Perry S. Proctor

Rejected By:

[Signature]

AWARD REGARDING OTHER TERMS OF THE AGREEMENT

All tentative agreements reached by the parties in negotiations, including but not limited to the following, and all language of the expired agreement not modified by this Award shall be carried forward in the successor agreement.

Add to Article XV

Promoted employees shall be on probation for a period of one-hundred eighty (180) days. During this probationary period, the employee may be returned by the employer, or the employee may elect to return to his former classification with no loss of seniority or pay.

Karen Bush Schneider

Karen Bush Schneider
Panel Chairperson

Accepted By:

Rejected By:

 Darryl S. Broder
 [Signature]

