

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

IN THE MATTER OF THE
ACT 312 ARBITRATION BETWEEN:

BRANCH COUNTY BOARD OF
COMMISSIONERS, and THE SHERIFF
OF BRANCH COUNTY

Public Employers,

-and-

POLICE OFFICERS ASSOCIATION
OF MICHIGAN,

Union.

Case No. L93 A-1001

Mark J. Glazer; Act 312 Panel Chairman

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION
DETROIT OFFICE

ARBITRATION OPINION AND AWARD

The matter was scheduled for hearing before the Arbitration Panel on June 20, 1994, commencing at 10:00 a.m. Both parties appeared, with witnesses and numerous exhibits, to support their respective positions on the issues before the Panel. After negotiations, under the direction of the Act 312 Arbitration Chairperson, the matter was submitted to the Panel for decision. The Panel has determined that the following resolution of the issues between the parties best represents the criteria set forth in Section 9 of Act 312, as amended, and an award shall, therefore, be entered by the Panel as follows:

AWARD

This award shall be fully retroactive where applicable but shall only be applicable to members of the bargaining unit who are employed by the County and the Sheriff as of the date of this Award.

1. Wages.

The collective bargaining agreement shall be effective for a period of three years from January 1, 1993 through December 31, 1995. During said period, wages for members of the bargaining unit shall be increased as follows:

Classification	Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Corporal						
1993 Annually (2.0%)	25,043	25,464	25,879	26,745	27,873	29,053
1994 Annually (3.0%)	25,794	26,228	26,656	27,548	28,710	29,925
1995 Annually (4.0%)	26,826	27,277	27,772	28,650	29,858	31,122
Deputy						
1993 Annually (2.0%)	24,514	24,934	25,349	26,215	27,343	28,524
1994 Annually (3.0%)	25,249	25,682	26,110	27,001	28,163	29,380
1995 Annually (4.0%)	26,259	26,709	27,154	28,082	29,290	30,555
Correctional Officer/Dispatcher						
1993 Annually (2.0%)	20,361	20,692	21,356	22,065	23,162	24,135
1994 Annually (3.0%)	20,972	21,314	21,996	22,727	23,857	24,859
1995 Annually (4.0%)	21,811	22,166	22,876	23,636	24,811	25,854
Emergency Medical Technician						
1993 Annually	19,217	19,531	20,000	20,656	21,421	22,134
Current Emergency Medical Technicians wages shall be red circled and frozen as of the execution of this Agreement until their wages are equal to "new hires." New hires shall be paid at the following rates:						
1994 Annually	\$7.00	\$7.20	\$7.40	\$7.60	\$7.80	\$8.10
1995 Annually	7.28	7.49	7.70	7.90	8.11	8.42

2. Retirement (50 and 25):

Section 18.1 of the collective bargaining agreement is to be amended to provide as follows:

- D. Provide second tier age and service for those employees hired before January 1, 1993 of age 50 with 25 years of service. Employees hired on or after January 1, 1993 subject to age 50/25 years of service only.

3. Retirement (Military Buy-Back):

Article 18.4 of the expired collective bargaining agreement is to be renumbered as 18.5.

A new 18.4 should be added to the collective bargaining agreement which shall provide as follows:

- 18.4 Military Service. On or after January 1, 1994, an employee may at any time prior to retirement, "buy back" up to four years of Military Service Credit, which he/she earned during an active tour of duty with the Armed Forces of the United States, regardless of when served. The contributions due for Military Service Credit will be based upon the annual compensation the employee received during his/her first year of employment with Branch County, plus accrued interest. Military service years bought shall be used for computing a retiree's final average compensation pursuant to this provision but shall not be used to fulfill the age and service requirement.

4. Health Insurance (Reimbursement Amount):

The amount of reimbursement to employees set forth in Article XVII, Paragraph 17.1(B)(1), of the expired collective bargaining agreement is to be continued and the *status quo* maintained.

5. Dental Insurance (Level of Coverage):

The amount of dental coverage set forth in Article XVII, Paragraph 17.6, of the expired collective bargaining agreement is to be continued and the *status quo* maintained.

6. Sick Leave Payout at Retirement:

Article XIII, Paragraph 13.7(E), as set forth in the expired collective bargaining agreement is to be continued during the life of the new agreement and the *status quo* maintained.


7. Vacation Payout at Termination:

Article XV, Paragraph 15.5, as set forth in the expired collective bargaining agreement is to be continued during the life of the new agreement and the *status quo* maintained.

8. Longevity Payout at Retirement:

Article XXI, Paragraph 21.2, as set forth in the expired collective bargaining agreement is to be continued during the life of the new agreement and the *status quo* maintained.

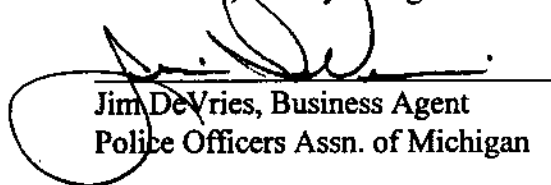
June 20, 1994



Panel Chairperson



John Dean, County Delegate



Jim DeVries, Business Agent
Police Officers Assn. of Michigan

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