

STATE OF MICHIGAN  
DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES  
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE ACT 312 ARBITRATION BETWEEN:

POLICE OFFICERS LABOR COUNCIL,

MERC Case No. L 01K3014

Union,

AND

COUNTY OF GLADWIN AND GLADWIN  
COUNTY SHERIFF,

Employer.

---

ARBITRATION OPINION AND AWARD

David W. Grissom – Chairperson  
Thomas Kreis – Union Delegate  
David G. Stoker – Employer Delegate

May 15, 2003

IN THE MATTER OF THE ACT 312 ARBITRATION BETWEEN:

POLICE OFFICERS LABOR COUNCIL,

MERC Case No. L 01K3014

Union,

AND

COUNTY OF GLADWIN AND GLADWIN  
COUNTY SHERIFF,

Employer.

---

BACKGROUND/STATUTORY REQUIREMENTS

This Act 312 Arbitration Award is rendered pursuant to a Petition For Act 312 Arbitration filed by the Police Officers Association (POLC/Union) on January 2, 2002 with the Michigan Employment Relations Commission under 1969 PA 312 as amended, MCLA 423.231 *et seq*; MSA 17.455 (31) *et seq*. A Pre-Hearing Conference was conducted on October 4, 2002 (conference call) and thereafter, a Hearing took place on February 20, 2003 at the County Courthouse in Gladwin, Michigan. The Union was represented by Mr. Mark P. Douma, Attorney. The County (Employer) was represented by Mr. David G. Stoker who is also the designated County Delegate. The Union's Delegate is Labor Representative Thomas Kreis.

This Arbitration Award is issued in accordance with the requirements of

Section 8 of Act 312, MCLA 423.328 regarding the "settlement" of economic issues that the Panel determines best comports with the elements set forth in Section 9, MCLA 423.239; Metropolitan Council No. 23. AFSCME -v- City of Centerline, 91 Mich App 337, 283 NW2d (1979). The Award is also issued consistent with applicable Section 9 factors on non-economic issues, Metropolitan Council No. 23 -v- Board of Commissioners of Wayne County, 86 Mich App 453, 272 NW2d 681 (1982).

### AWARD

The instant Award is rendered pursuant to the acceptance into the Hearing record of all Union and County Exhibits. Any issues not covered in the record and not addressed in this Decision, are considered to be withdrawn. Time limits in these proceedings have been waived by the parties. The Award herein is issued by the undersigned Arbitrator as a "total package" which neither party shall oppose.

1. WAGES: There are three (3) classifications in the bargaining unit – Deputy, Dispatcher and Detective (vacant). The Deputy and Detective classifications shall receive a 3% increase over 2001 rates effective January 1, 2002; a 3% increase over the 2002 rates effective January 1, 2003 and a 5% increase over the 2003 rates effective January 1, 2004.

The Dispatcher classification shall receive a 4% increase over 2001 rates effective January 1, 2002; a 4% increase over 2002 rates effective January 1, 2003; a 4%

increase over 2003 rates effective January 1, 2004 and a 2% increase over the January 1, 2004 rates effective July 1, 2004.

Retroactive pay shall be provided only to bargaining unit employees who remain employed by the County as of the Arbitration Hearing date, February 20, 2003.

2. **HEALTH INSURANCE:** The parties agree to the same Insurance changes as those secured by the Gladwin County Command Unit effective ASAP after the official issuance of this Arbitration Award. The current Insurance plan shall remain in effect until the new plan is implemented.

3. **RETIREMENT:** The parties agree to the inclusion of the following language into the collective bargaining Agreement:

In the event any member of this bargaining unit retires on or after January 1, 2004 either through disability or regular and normal retirement provisions, the Employer shall open a "window" period with the benefit level of B-4, subject to the rules and provisions of the Municipal Employees Retirement System (MERS).

4. **HOLIDAYS (ARTICLE II, Section 1. of the current Contract):** The Union's proposed modification in Union Exhibit – Tab No. 6, will be implemented.

5. **PERSONAL LEAVE:** The collective bargaining Agreement will be changed to allow three (3) Personal Leave days effective 2003, an increase of one (1) day.

6. **LEAVES OF ABSENCE:** Effective 2003, the Funeral Leave section of the Contract will include "step children" and "step parents" in the description of "immediate family."

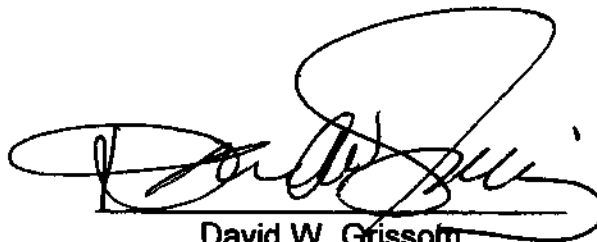
7. HOURS OF WORK (ARTICLE 10, Section 10.4 of the current Contract): Shift differentials (premiums) will be increased by five cents (5¢) effective January 1, 2004 (the only retroactive benefit is Wages).

8. MISCELLANEOUS: The following new Section shall be added to the Contract:


If 911 Dispatch operations were to be transferred to an authority outside the Sheriff's Department any time during this Agreement, the wages and benefits provided for under this Contract would carry forward to the new Dispatch position.

It is recognized by the parties that "tentative agreements" are in place with respect to the balance of the Agreement. All such TA's are to carry forward to the new Contract including any language not addressed at the Hearing or in the referenced "tentative agreements."

These eight (8) items constitute the entirety of this Act 312 Award.

  
David W. Grissom  
Chairperson

  
Thomas Kreis  
Union Delegate

  
David G. Stoker  
County Delegate

May 15, 2003