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**ACT 312 ARBITRATION
MICHIGAN EMPLOYMENT RELATIONS COMMISSION**

CALHOUN COUNTY

-and-

Case No. D03 I-242

POLICE OFFICERS LABOR COUNCIL

APPEARANCES


For the Employer: David R. Fernstrum, Attorney
For the Union: Mark P. Douma, Attorney


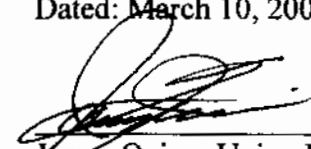
ARBITRATION PANEL

Chairman: Paul E. Glendon
Employer Delegate: David R. Fernstrum
Union Delegate: James Quinn

STIPULATED DECISION AND AWARD

At hearing in this matter the parties made certain stipulations and entered the two joint exhibits attached hereto and incorporated herein by reference: the Table Agreement dated May 17, 2004 (Joint Exhibit 1) and Letter of Understanding entered into at hearing on March 7, 2005 (Joint Exhibit 2). In certain respects Joint Exhibits 1 and 2 are at variance; in those respects the provisions of Joint Exhibit 2 modify Joint Exhibit 1 and are controlling. Those two exhibits and the parties' collective bargaining agreement effective January 1, 2001 through December 31, 2003, to the extent not modified by Joint Exhibits 1 and 2, completely resolve all issues presented in this arbitration and the Fact Finding Petition herein, which is withdrawn, and together constitute the parties' collective bargaining agreement for the period January 1, 2004 through December 31, 2006.


David R. Fernstrum, Employer Delegate
Dated: 3/11/05


Paul E. Glendon, Chairman
Dated: March 10, 2005

James Quinn, Union Delegate
Dated: 3/26/05

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CALHOUN COUNTY SHERIFF'S DEPARTMENT
POLICE OFFICERS LABOR COUNCIL, NON-SUPERVISORY UNIT

May 17, 2004
TABLE AGREEMENT

1. Modify Article 15 WAGES, as follows:

Section 1. Wage Schedule. The wage schedule for bargaining unit employees shall be as set forth in Appendix A attached hereto and by this reference made a part hereof. All employees will be compensated according to Schedule 2, except that bargaining unit employees already on Schedule 1 will remain on that Schedule until they reach the top rate for their classification, at which time they will be moved to Schedule 2.

Section 2. Advancement Within Pay Grades. All wage level increments shall be automatic during the life of this Agreement. Employees shall progress to the next highest wage step in classification upon completion of each full year of service in the classification, until they reach the top rate in classification.

A. Each new employee covered by this Agreement shall initially be paid at Step 1 rate for the pay grade applicable to his/her classification, except that the Employer may start an employee at the Step 2 rate if the employee had at least one year of prior service in the classification with Calhoun County Sheriff's Department, or at least two years prior service in a comparable position in another department, provided the Employer consults with the Union's Steward before doing so. Advancement to the next salary step and all subsequent steps shall be effective at the start of the first full payroll period commencing on or after completion of one (1) year of full service at each step, adjusted, if necessary, in accordance to any seniority accumulation provisions as provided by this Agreement.

[Balance of current Article 15 to remain unchanged].

2. Modify Article 15 WAGES, by adding a new section, **Direct Deposit**, to provide as follows:

As soon as administratively possible, the Employer will implement arrangements for all employees to be paid by direct deposit. Each employee may annually designate up to five accounts into which direct deposits will be made each payroll period. If an employee does not make such a designation, the Employer may designate a financial institution and establish an account for the benefit of the employee (with no minimum balance or maintenance fees) and make direct deposit into such account, or may mail pay checks or warrants to the employee.

3. Article 18, **INSURANCE**, to be modified to provide as follows, with the changes to become effective as soon as administratively possible after 1/1/04.

Section 1. Group Insurance. During the term of this Agreement, the Employer will make the following group insurance coverage available for eligible employees, subject to provisions of applicable laws; subject to such restrictions, definitions, rules, procedures and other limitations as may be applied by the Employer or its insurance carriers; and subject to other provisions of this Agreement, including but not limited to those requiring participating employees to pay any part of applicable premiums.

A. Full time employees shall, upon proper written application, be eligible to participate in one of at least two group health benefit plans sponsored by the County. At least one of the plans shall provide at least an 80%/20% benefit level for covered medical and hospitalization benefits, together with prescription coverage with co-pays no higher than \$15 for generics or \$40 for brand name medications (mail order co-pays may vary); provided, if the County has lower co-pays in any prescription plan available to any County-wide bargaining unit or the County non-union group, that prescription plan shall also be available to the employees covered by this Agreement on the same basis.

In order to participate in one of these plans, employees must sign up for such coverage (using forms secured from and filed with the County's Human Resource Department) at the time of hiring or during an open enrollment period, and must execute written authorizations to deduct the required premiums or other charges representing the employee's share of costs. Coverage shall become effective the first (1st) of the month following completion of thirty (30) days continuous employment with the employer, or the first day of the month following enrollment, whichever is later. The Employer shall have no insurance liability whatsoever for any employee or employee's family member who fails to timely sign up or pay required amounts for such coverage.

The Employer will pay up to the following amounts toward the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection, provided the employee pays any remaining premiums and costs through payroll deduction:

Starting PPD 1 of 2004, or as soon after that as administratively possible	95% of applicable premium rates for full time employees enrolled in County's designated standard plan, or such higher percentage as the County pays for any County-wide bargaining unit or the county non-union group in connection with any new plan implemented on or after the effective date of this agreement (but only if the employee is enrolled in the new plan)
Starting PPD 1 of 2006	90% of applicable premium rates for full time employees enrolled in County's designated standard plan.

Costs of family continuation and sponsored dependent riders shall be paid by the employee through payroll deduction. Part-time employees may elect insurance provided the employee pays all premiums and costs through payroll

deduction. Part-time employees are not eligible for any opt-out payments provided under this Agreement.

B. Full time employees shall, upon proper written application, be eligible to participate in a dental for employees, with the following coverages, provided they are, and continue to be, obtainable:

100% Co-payment of diagnosis, preventative, emergency palliative treatment and space maintainers for children.

50% Co-payment for radiographs, restorations, oral surgery, root canals, periodontic services, dentures and bridges.

\$800.00 maximum benefit per family member per year.

The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection.

C. Full time employees shall, upon proper written application, be eligible to participate in the optical benefit plan for employees and their dependents sponsored by the County.

The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection.

D Full time employees shall, upon proper written application, be eligible to participate in a life insurance plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

Life insurance coverage in an amount equal to the employee's salary as of November of the preceding year, rounded downward to the nearest thousand, but in no case more than \$50,000.00.

Double indemnity for accidental death.

E. Full-time employees shall, upon proper written application, be eligible to participate in a sickness and accident plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

Two-thirds (2/3) of the employee's basic weekly earnings, less any benefit payable from primary Social Security or any state or federal government disability or retirement plan, or any other group disability income plan, or any

wages, or other paid time benefits paid by the Employer. Benefits terminate at age 70. Benefits begin with the first day of disability due to injury or hospitalization (provided the employee is disabled for at least three consecutive work days), or the eighth consecutive day of disability due to illness, and continue for a maximum of twenty six (26) weeks. In order to qualify for benefits, the employee must submit a completed disability benefit claim form and establish to the satisfaction of the insurance carrier (or third party administrator if the plan is not insured) that, after taking into account all reasonable accommodations that could be made, the employee is totally disabled from performing the essential functions of the employee's regular job and any other job offered by the Employer which the employee is otherwise qualified to perform. The Employer shall provide any written job descriptions necessary to determine the issue of disability. In no event shall benefits be retroactive more than fifteen (15) days before the date on which the employee submits documentation from the employee's treating physician sufficient to permit the insurance carrier or third party administrator to make a disability determination.

F. All coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the Employer's insurance carriers (or the County if self-insured). The Employer reserves the right to implement cost containment programs, provided they do not substantially diminish specified benefit levels. The Employer's liability hereunder shall be limited to tender of premiums for obtainable coverages as specified. If the employee and the employee's spouse are both eligible to participate as employees in group health plans funded directly or indirectly by or through Calhoun County, the employee and the employee's spouse shall elect coverage under only one such plan; coverage of the employee, the employee's spouse and/or the employee's dependents under two or more health care plans funded by or through the County shall not be permitted unless it is to the financial benefit of the County to permit such. If the employee and the employee's spouse fail to make an effective election within two (2) weeks after being requested to do so, the Employer shall have the right to determine the health plan in which the employee(s) and/or their dependents shall be eligible to participate. The Employer shall have no obligation whatsoever to pay or provide any benefits or claims which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverages or benefits by insurers or administrators other than the Court, shall not be subject to the Grievance Procedure. Only disputes relating to unjustifiable non-tender of premiums, or refusal of the Court to pay benefits under self-insured plans for which it is the administrator, are subject to the Grievance Procedure.

G. Subject to restrictions imposed by the carriers (or the County if self-insured), the Employer shall pay the premiums to continue insurance coverage in effect through the end of the insurance billing cycle during which an employee retires or resigns with at least thirty (30) days written notice, or commences a layoff or leave of absence, except as provided otherwise in this

Agreement. If an employee returns from a layoff or leave of absence before the end of the billing cycle immediately following the cycle during which the layoff or leave of absence commenced, or otherwise becomes entitled to coverage at Employer's expense, the Employer shall immediately resume payment of required premiums; otherwise, the employee must make arrangements for and bear the cost of continuation of any desired insurance coverages. Employees who are discharged or who quit, resign or retire without proper notice shall immediately forfeit any right to continued insurance coverage, except that such employees shall be entitled to continue insurance coverage at their own cost to the extent required and under the circumstances specified by law.

Section 2. Payment in Lieu of Health Insurance. All full-time employees who elect at their own discretion not to participate in the hospital and surgical insurance program as set forth in Section 1 hereof shall be eligible to receive, in lieu thereof, a cash alternative in the amount of Forty Dollars (\$40.00) each pay period (or such higher amount as may be approved by the County for any County-wide bargaining unit or the County non-union group), if the employee is not covered by the insurance of a relative whose premiums are paid by County or Court funds, provided the employee provides proof of a reasonable level of health care coverage from another source.

Former **Section 8. Selection of Insurance Carrier.** to be renumbered as **Section 3** and continued in new agreement.

In addition, Employer will enter into attached Letter of Understanding describing and continuing Board policy on discounting retiree health insurance coverage for eligible employees.

4. Modify Article 19 RETIREMENT, as follows, and agree to the attached Letter of Understanding to fix the employee contribution rate at 12% , fix the Employer contribution rate at not less than 7%, and stabilize the Plan and contributions through 2024, provided the Union may reopen negotiations concerning employee contribution rates for the beginning of any year following a year in which the total of employee contributions plus Employer contributions falls below 19% of payroll.

Section 1. The Employer will continue to sponsor a MERS Retirement Plan with a B-4 (2.5% multiplier) benefit with F-50, 25 year rider, and FAC-3, during the term of this Agreement. Under the Plan, employees in the bargaining unit as of January 1, 1998, shall be eligible for prior service credits for past years' employment with Calhoun County and/or the Calhoun County Sheriff's Department. Except as otherwise provided in the attached Letter of Understanding dated _____, 2004, the Employer's contributions on behalf of eligible employees shall be 7.0% of their gross wages (as defined under the Plan), and each employee eligible to participate shall contribute any additional amounts required to fund the specified plan benefits (the Employer's contributions shall be used solely for funding credited service rendered on or after the effective date of the bargaining unit's membership in the plan, and shall not be

used to fund any prior service credits). Employer contributions shall be made semi-annually, or more frequently if required under the terms of the Plan, and all forfeitures due to non-vesting shall accrue to the benefit of the Employer.

Section 2. The parties agree that bargaining unit employees shall be eligible to participate in a Section 457 Deferred Income Plan. Cost of establishing and administering the Plans shall be paid entirely by bargaining unit employees and/or their union. The Employer's sole obligation shall be to act as the sponsor of the Plans and to make payments to the Plans in accordance with employee elections.

Section 3. The obligations contained in this Article are in substitution for the Employers contribution to any and all retirement programs and shall be deemed to constitute complete satisfaction and settlement of any obligations or liabilities which the Employer has or may have had at any time under any prior retirement program.

5. Modify Article 20 MISCELLANEOUS by adding a new section 14, **Canine Handlers**, (to replace letter of understanding on same subject), as follows:

The Sheriff retains discretion to determine whether or not to conduct a canine program, and to assign a deputy to regular canine handler duties. Four hours per work week will be allocated to such a deputy as paid time for purposes of feeding, exercising, grooming and providing routine training for the assigned dog outside of the deputy's regular shift schedule (which may be adjusted by the Employer to avoid overtime in connection with such duties). If a deputy is regularly assigned by the Sheriff as a canine handler, the Employer will provide a vehicle for the transportation and patrol activities of the assigned dog; will provide a suitable kennel; and will be responsible for the costs of maintenance (i.e., dog food, supplies and equipment) and veterinary care for the dog. The assigned deputy shall be responsible for compliance with established purchasing procedures and for obtaining appropriate veterinary care at the earliest possible sign of the need for assistance.

6. Modify Appendix A as follows:

Effective at the start of the first full pay period beginning on or after January 1, 2004.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Clerk	10.80	11.81	12.89	14.07	14.23		
Transcriptionist	10.80	12.08	13.53	15.17	15.30		
Bookkeeper	12.18	13.29	14.49	15.81	15.93		
Deputy	14.67	15.63	16.67	17.76	18.93	20.17	
Detective	15.74	16.78	17.88	19.04	20.28	21.62	

Control Room Operator	10.80	12.18	13.73	15.48	15.61		
Correctional Officer	14.67	15.63	16.67	17.76	18.93	20.17	

Effective at the start of the first full pay period beginning on or after January 1, 2005.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Clerk	11.07	12.11	13.21	14.42	14.59		
Transcriptionist	11.07	12.38	13.87	15.55	15.68		
Bookkeeper	12.48	13.62	14.85	16.21	16.33		
Deputy	15.04	16.02	17.09	18.20	19.40	20.67	
Detective	16.13	17.20	18.33	19.52	20.79	22.16	
Control Room Operator	11.07	12.48	14.07	15.87	16.00		
Correctional Officer	15.04	16.02	17.09	18.20	19.40	20.67	

Effective at the start of the first full pay period beginning on or after January 1, 2006.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Clerk	11.35	12.41	13.54	14.78	14.95		
Transcriptionist	11.35	12.69	14.22	15.94	16.07		
Bookkeeper	12.79	13.96	15.22	16.62	16.74		
Deputy	15.42	16.42	17.52	18.66	19.89	21.19	
Detective	16.53	17.63	18.79	20.01	21.31	22.71	
Control Room Operator	11.35	12.79	14.42	16.27	16.40		
Correctional Officer	15.42	16.42	17.52	18.66	19.89	21.19	

7. Enter into a new letter of understanding to provide: The parties agree that the Employer may implement a mandatory substance abuse testing program for the Department as a whole (with the same standards to apply to non-supervisors as apply to other personnel in the Department). The program will permit testing whenever there is a rational basis for believing a specific person has violated rules concerning the illegal use of drugs or working after consuming drugs or alcohol. The program will permit random testing of individuals with potential job-place access to controlled substances. Testing procedures and standards will comply with federal guidelines, although the program will not be dependent on federal authorization. Prior to implementing the program, the Employer will consult with Union representatives from both bargaining units about procedures and standards.

8. All other proposals by either party to be withdrawn.

9. Contract to be effective January 1, 2004 through December 31, 2006.

This Table Agreement to become effective as an agreement only if ratified by the Union prior to June 3, 2004, and thereafter by the Sheriff and the Board of Commissioners.

CALHOUN COUNTY SHERIFF DEPARTMENT
NON-SUPERVISORY UNIT
AND
POLICE OFFICERS LABOR COUNCIL

LETTER OF UNDERSTANDING

The parties agree that, as consideration for the 2003-2006 Agreement, the Calhoun County Board of Commissioners Policy No. 361 on retiree health insurance (adopted April 7, 1992, and amended August 5, 1993 and June 4, 1998) as it applies to "former employees" shall not be terminated during the term of this Agreement. Under the terms of that Policy, "former employees" are eligible to participate in the Employer's group health insurance after retirement, and certain "former employees" are entitled to receive a monthly discount (\$10.00 per year of service to a maximum of \$250.00 per month) on the cost of such participation. "Former employees" includes those employees currently receiving benefits under Board of Commissioner Policy No. 361; employees who have received such benefits during the term of this Agreement; or employees who on their last day of service with the County had achieved 55 years of age and 25 years of service, provided such employee's last day of service occurred on or after January 1, 2001 (any contrary provision in Policy No. 361 notwithstanding). The parties further understand and agree that the obligation to continue Board of Commissioners Policy No. 361 shall not survive the term of the newly negotiated Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

Date

Date

Date

Date

Date

Date

CALHOUN COUNTY SHERIFF DEPARTMENT
NON-SUPERVISORY UNIT
AND
POLICE OFFICERS LABOR COUNCIL

LETTER OF UNDERSTANDING

In connection with settlement of the 2004-2006 collective bargaining agreement, the parties have agreed to merge the Supervisors' Unit MERS group in the into the Non-supervisors' Unit MERS group as soon as possible after ratification of the new collective bargaining agreements for both units, resulting in Supervisors becoming eligible for the same benefits (i.e., B-4, with F-50, 25 year rider and FAC-3), and permitting Non-supervisors who obtain promotions to continue in the same plan without reduction of benefits or increases in contribution rates previously associated with promotions. To accomplish and fund this change in retirement plans, the Supervisors' Unit has agreed to various changes in its compensation package. To protect Non-supervisors against possible increases in contribution rates resulting from merger of the two groups, the Employer hereby agrees to fix employees' contributions for participation in the B-4, with F-50, 25 year rider and FAC-3, at twelve percent (12%) of gross wages as defined by MERS, and the Employer's contribution at not less than seven percent (7%) of gross wages as defined by MERS.

The Union agrees that, except as provided under this Letter of Understanding, the entire cost of prior service credits for employment with Calhoun County or the Calhoun County Sheriff's Department shall be paid solely by employee contributions and the Employer shall not be liable, now or in the future, to pay any part of such costs. Further, for and on behalf of all employees in the bargaining unit, the Union irrevocably waives any and all rights to bargain over any contributions or payments for prior service credits, or any other change in the MERS retirement plan, through the year 2024, provided the Union may reopen negotiations concerning employee contribution rates for the beginning of any year following a year in which the total of employee contributions plus Employer contributions falls below 19% of payroll.

This Letter of Understanding shall survive the parties' current collective bargaining agreement and all subsequent collective bargaining agreements, until 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Date

Date

Date

Date

Date

Date

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CALHOUN COUNTY SHERIFF DEPARTMENT
NON-SUPERVISORY UNIT
AND
POLICE OFFICERS LABOR COUNCIL

LETTER OF UNDERSTANDING

In connection with settlement of the 2004-2006 collective bargaining agreement, the parties have agreed that employees in the Non-supervisors' MERS group (Division 20) who obtain promotions into the Supervisors bargaining unit on or after January 1, 2005, will continue in the same group (Division 20) without reduction of benefits or changes in contribution rates previously associated with promotions and movement into a different MERS group (Division 2).

The Union agrees that, for and on behalf of all employees in the bargaining unit, the Union irrevocably waives any and all rights to bargain over any contributions or payments for prior service credits, or any other change in the MERS retirement plan, through the year 2010.

This Letter of Understanding shall survive the parties' current collective bargaining agreement and all subsequent collective bargaining agreements, until 2010.

FOR THE EMPLOYER:

Date

Date

Date

FOR THE UNION:

Date

Date

Date