

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
BUREAU OF EMPLOYMENT RELATIONS

PETITIONING PARTY:

Eaton, County of

and

RESPONDING PARTY:

Police Officers Association of Michigan

MERC CASE NO.: L17 H-0812

Fact Finding for non-Act 312 Bargaining Unit Members

FACT FINDER'S REPORT ISSUED BY STIPULATION OF THE PARTIES

Public Employment Relations Act (P.A.336 of 1947 as amended)
[MCL 423.201, et seq]

Fact Finder

Ralph L. Maccarone

Advocates

Employer Advocate: Gary P. King, Esq.
Union Advocate(s): John T. Barr & Gregg Allgeier

PETITION(S) FILED: October 17, 2018
PANEL CHAIR APPOINTED: October 29, 2018
SCHEDULING CONFERENCE HELD: November 6, 2018
HEARING DATE: February 12, 2019
REPORT ISSUED: February 13, 2019

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2019 FEB 14 PM 1:56
STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

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WITNESS LIST

None Called

1. INTRODUCTION AND BACKGROUND

This Fact Finding was petitioned for non-Act 312 eligible bargaining unit members in conjunction with the Act 213 proceeding for which an award has been issued in:

**Police Officers Association of Michigan
and
Eaton, County of**

MERC CASE NO.: L17 H-0812

COMPULSORY ARBITRATION

Pursuant to Public Act 312 of 1969, as amended
[MCL 423.231, *et seq*]

2. STATUTORY CRITERIA

Authorization for Fact Finding in the case of these non-Act 312 bargaining unit members is found in the Public Employment Relations Act (P.A.336 of 1947 as amended) [MCL 423.201, *et seq*].

3. STIPULATED RECOMMENDATIONS

Upon the call to order of the In-Person Hearing for this Fact Finding as scheduled, the parties agreed to forego testimony and commenced negotiations between them in private. The result of those negotiations was the request for the parties by their stipulation to have the Fact Finder issue this set of Recommendations.

Having reviewed the proposed stipulations and advising the parties of the elements of Fact Finding, upon their mutual concurrence, the Fact Finder hereby issues the following as its Recommendations for Settlement by Stipulated Agreement:

1. Duration - Union Position
2. Calculation of Accrual of Personal Days - Employers' Position
3. Health Insurance- Employers' Position
4. Retiree Health Insurance - Union's Position (i.e . current contract language)
5. Retiree Health Savings Plan - Union's Position (i.e. current contract language)
6. Pension - Employers' Position
7. Wages- Union's Position, with no retroactivity, and one-time, off-schedule lump sum payment of \$700.00, less applicable deductions for those employees covered by the Fact Finder's Recommendation who are employed by the Employers at the time the Fact Finder's Recommendation is fully ratified.
8. Article 8, Section 5(e)(i) - Revise to read, "No one employee will be ordered to work such an overtime opportunity of six (6) or more consecutive hours more than once per pay period."

This set of eight Recommendations are made for full settlement of all claims submitted in this Fact Finding. All other issues raised in the party Position Statements not expressly recommended herein are to be considered as a recommendation for denial as to any change in the status quo.

4. SUMMARY OF RECOMMENDATIONS (excerpted from the parties' Position statements by their stipulation)

ISSUE	RECOMMENDATION
Duration	October 1, 2017 through September 30, 2020
Calculation of Accrual of Personal Days	<p>Article 13, Section 1 be revised to read as follows:</p> <p>All employees who have completed their probationary period shall be eligible for three (3) personal leave days per year based upon the hours equivalent of the employee's assigned shift schedule. If an employee becomes eligible for personal leave days in the first (1/2) half of the calendar year, he shall receive three (3) days in that year. If an employee becomes eligible for personal leave days in the second half (1/2) of the calendar year, he shall receive one (1) personal leave day in that year, and three (3) thereafter for each subsequent year.</p>

<p>Health Insurance</p> <p><i>Note - The text of this change may require modification to accommodate the contract ending on September 30, 2020.</i></p>	<p>Article 15, Section I(a) be revised such that the base health insurance coverage is BC/BS CB12, in which the employee will be automatically enrolled unless he or she elects the BC/BS CB 6 Plan, with two (2) re-openers for health insurance, one for the 2020 medical benefit plan year, and a second re-opener for the 2021 medical benefit plan year:</p> <p>The Employer shall continue to provide health insurance for each employee and his family. Coverage for eligible employees shall begin on the first day of the month following thirty (30) days of employment or the first day following their date of employment that allows them to have continuous coverage from previous employment. Coverage ends upon an employee's separation from employment. All eligible regular full-time employees shall be covered by a health insurance plan, which is currently the Blue Cross and Blue Shield of Michigan Community Blue 6 12 Plan, as attached hereto as Appendix C, <i>in which the employee shall be automatically enrolled unless he or she elects the Blue Cross/Blue Shield Community Blue 6 Plan as set forth below.</i></p> <p>Effective as soon as practicable after the effective date of the new contract. The County shall offer as an option, the Blue Cross/Blue Shield Community Blue 12/20% 6 Plan, with deductibles of \$1000/\$2000, 20% co insurance, coinsurance maximums of \$2500/\$5000, \$20 OV, \$10/\$40/\$80 Rx, as attached hereto as Appendix D.</p> <p><i>This section of the contract shall be re-opened twice for negotiations, once of the 2020 medical benefit plan year, and a second time for the 2021 medical benefit plan year.</i></p> <p><i>In addition, effective with the 2019 medical benefit plan year, the County will cover the cost of maintaining the current optical insurance.</i></p> <p>An employee, whose spouse has comparable group health insurance from another source, must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than (\$1,200.00 annually), effective January 1, 2011. The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer. When a spouse has coverage, as described above, any other eligible family members will be covered according to the Order of Benefit Determination Rules, i.e., coverage is the coverage plan of the parent whose birthday is earlier in the calendar year.</p> <p>If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent</p>
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	third- party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.
Retiree Health Insurance	Retain current contract language – no change.
Retiree Health Savings Plan	Retain current contract language – no change.
Pension	Article 15, Section 10 be revised such that, effective as soon as practicable after the ratification of the new collective bargaining agreement by the Union membership and the Eaton County Board of Commissioners, the pension multiplier shall be bridged to 2.00%, with Final Average Compensation being calculated on the basis of the Frozen FAC method, maximum benefit of 80% of FAC at termination of employment, base wages plus a maximum of 80 hours of overtime included in FAC, and COLA frozen for service prior to the institution of this bridged pension plan. Effective with the institution of this bridged pension multiplier, employee contributions toward pension to be reduced from 13.70% to 11.70. Effective October 1, 2019, employee contributions toward pension to be further reduced from 11.70% to 10.70%.
Wages	Union's Position, <i>(originally stated as: October 1, 2017 - 2.5% wage increase October 1, 2018 - 2.5% wage increase October 1, 2019 - 2.0 wage increase Lump Sum payment of \$750.00 at time of the recommended order.)</i> with no retroactivity, and one-time, off-schedule lump sum payment of \$700.00, less applicable deductions for those employees covered by the Fact Finder's Recommendation who are employed by the Employers at the time the Fact Finder's Recommendation is fully ratified.
Article 8 Section 5(e)(i)	Revise to read, "No one employee will be ordered to work such an overtime opportunity of six (6) or more consecutive hours more than once per pay period."

Respectfully Submitted,

/s/ 

Ralph L. Maccarone
Fact Finder

Dated: February 13, 2019