

282

STATE OF MICHIGAN
DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSION

ARBITRATION PURSUANT TO PA 312 OF
1969, AS AMENDED

IN THE MATTER OF THE ACT 312
ARBITRATION BETWEEN:

GRAND TRAVERSE COUNTY, SHERIFF'S
DEPARTMENT (Employer)

-and-

POLICE OFFICERS ASSOCIATION OF
MICHIGAN (Union) (Association)

MERC Case #G91 I-0034

FINDINGS, OPINION AND ORDER

APPEARANCES:

ARBITRATION PANEL:

Mario Chiesa, Neutral Chairperson
K. Ross Childs, Employer Delegate
Patrick Spidell, Union Delegate

FOR THE UNION:

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FOR THE EMPLOYER:

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TESTIFYING:

Terry Kiersey, Deputy, Grand
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Ann Maurer, POAM

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DETROIT OFFICE

K. Ross Childs, County Adm.
Grand Traverse County

Daniel J. White, President
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Harold Barr, Undersheriff
Grand Traverse County

Mike Rutter, Deputy, Grand
Traverse County Sheriff's Dept.

INTRODUCTION

The petition in this case was received by MERC on April 19, 1991. The impartial arbitrator/chairperson of the panel was appointed via a letter dated June 24, 1991. A pre-arbitration conference was held in Lansing, Michigan on October 7, 1991. The hearing took place in Traverse City on March 26 and 27, 1992. Last Offers of Settlement were exchanged between the parties on April 9, 1992. Briefs were exchanged on June 9, 1992. An executive session was scheduled for August 3, 1992; however, it was delayed a couple of days and held on August 5, 1992. These Findings, Opinion and Order follow as soon thereafter as possible.

It should be understood that the parties have expressly waived all of the time limits contained in the statute and in the regulations.

ISSUES

The parties agreed that the Collective Bargaining Agreement to be created as a result of this arbitration would be effective from January 1, 1991 through December 31, 1993. While a multitude of issues were discussed during the pre-arbitration conference and several during the arbitration, ultimately the parties whittled

down the list and finally submitted Last Offers of Settlement on seven issues. The economic issues are characterized as Wages, Pension-FAC, Pension-Age and Service, i.e., 20 and out, Pension-Retiree Health Care, or as characterized as the Union, Health Insurance for Future Retirees, Optical and Dental Insurance, and Detective's Supplement, also known as the Detective issue. The only non-economic issue has been characterized as the Sergeant Promotion.

Each party's Last Offer of Settlement is attached hereto and made a part hereof in Appendix A.

It must also be understood that during the arbitration a question arose regarding whether separate Last Offers of Settlement for the wage issue should be taken for the corrections employees and the deputies. In other words, the question was whether there should be a Last Offer of Settlement for the deputies and a separate Last Offer of Settlement for the corrections officers. By unanimous agreement of the panel, it was ordered that one Last Offer of Settlement would be taken encompassing both classifications. It should also be noted that while the Employer stipulated that corrections officers would be included in the arbitration, such stipulation should not be construed as, nor is it, a waiver of any future argument as to the eligibility of the corrections officers to utilize 312 arbitration.

STATUTORY CRITERIA

Everyone involved in Act 312 arbitrations should be aware of the statutory standards. Those standards are often referred to as Section 9 factors. That portion of the act reads as follows:

"Sec. 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the 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 service or in private employment."

It must be noted that the decisions reached herein are more than amply supported by competent material and substantial evidence on the whole record. Furthermore, all applicable factors, as outlined in the statute, have been utilized.

BACKGROUND

This arbitration involves a dispute between the County and Sheriff of Grand Traverse and the deputies and corrections officers represented by the Police Officers Association of Michigan. According to the record, there are approximately 48 individuals in the bargaining unit. While there is some discrepancy regarding the numbers, it appears there may be approximately 30 or 31 deputies and 17 or 18 corrections officers.

Of course the head of the department is the sheriff. There is also an undersheriff. The next highest rank below undersheriff used to be lieutenant, but according to the testimony, the lieutenants recently became captains. There are three captains. A captain heads up each of the three divisions, i.e., Corrections, Road Patrol and Detective Bureau.

There are six sergeants in the Road Patrol, two for each shift. The sergeants are the direct supervisors of Road Patrol deputies. If no sergeants are present, then the senior deputy supervises the shift. Two sergeants are assigned to the Detective

Bureau. Apparently there are four corrections sergeants assigned to the Corrections Division.

In the Road Patrol there are generally four deputies assigned to the afternoon and midnight shift and five assigned to the day shift. Additionally, six deputies are assigned to Garfield Township. The Sheriff's Department provides Garfield Township with police service on a contract basis. Two deputies are assigned to secondary Road Patrol. Three deputies are assigned to the Civil Process Division and five are assigned to the Detective Bureau. A deputy is also designated as a Marine Division officer, while another is characterized as a Crime Prevention officer.

The Employer has a jail which will accommodate approximately 120 prisoners. As indicated, a captain is in charge of the Corrections Division and there are approximately four sergeants. However, there are approximately 18 corrections officers assigned to the Corrections Division. They are not sworn police officers and it seems that the sergeants assigned to the Corrections Division are not law enforcement officers, but are certified as corrections officers.

COMPARABLES

One of the factors outlined in Section 9 of the statute concerns comparable communities. The evidence and arguments directed at the question of which communities should be considered comparable to the community involved in the arbitration often significantly lengthens the record. In many cases the parties are able to stipulate to a list of comparable communities and, thus,

alleviate the time and expense necessary to litigate the question. However, in this case there was no such stipulation.

The Union takes the position that the City of Traverse City is the comparable which it will rely upon in this case. It argues that the City of Traverse City has a major component of the Grand Traverse County community and is the most significant comparison within the local labor market. It argues that both the Sheriff's Department and the City police are located in the same building, both are dispatched by the same central dispatcher, and there is a certain interaction in providing of services.

The situation involving the Employer is a little more complicated. The record contains 12 counties which the Employer has identified as those which it has utilized for the past 10 years for labor purposes. Those counties are: Allegan, Clinton, Eaton, Ionia, Isabella, Lenawee, Midland, Shiawasee, Marquette, St. Joseph, Tuscola and VanBuren. The testimony suggests that these counties have populations of between 50,000 and 100,000.

In addition, the Employer has heavily relied upon the Job Content Analysis and Job Evaluation Plan prepared by Daniel J. White. The study will be reviewed more specifically at a subsequent point, but now it is only necessary to recognize that when the data was accumulated, not only were the above-mentioned counties used, but additionally the study incorporated information from the City of Traverse City, Traverse City Area Public Schools, Northwestern Michigan College, Traverse Bay Area School District, State of Michigan, Munson Medical Center and Traverse City

Osteopathic Hospital. The Employer also mentioned the contiguous counties, but they were not offered as comparable communities.

In relation to the use of the City of Traverse City, the testimony and other evidence indicates that it is in the same geographical area, if not the identical geographical area, and that the employees in the bargaining unit have compared their lot with that of those other employees performing similar work in the City of Traverse City.

Regarding the 12 counties submitted by the Employer, there is a document showing the SEV, number of deputies, number of corrections officers, population, land area and per capita income for each of the counties. The seven additional entities mentioned in the Job Content and Analysis and Job Evaluation Plan were used as part of the market survey, and apparently were considered to be part of the labor market involving this Employer.

Frankly, there could be several pages of decision dedicated merely to the analysis of the communities suggested comparable to Grand Traverse County for the purposes of this arbitration. However, it is neither appropriate nor necessary to engage in that type of lengthy written display.

In reality the data regarding the City of Traverse City should be utilized, as well as any data related to the other suggested comparable communities. In this case the most appropriate way to continue is to consider the data from all of the alleged comparable communities in arriving at the appropriate decision. It is quite apparent, however, that some communities may be considered more

comparable than others and to the degree practical, that relationship has been recognized. Other communities for various reasons may not be considered terribly comparable. Yet, none of the information was rejected, but there was a determined and careful effort to weigh the persuasive value of the evidence by keeping in mind those factors which tended to establish or diminish a finding of comparability. For instance, some counties were geographically remote from Grand Traverse. To the extent that geographic separation affects comparability, it must be recognized and any review of the data related to that community must be subjected to a certain weighing process.

In analyzing the comparables, though, it must be kept in mind that it is questionable to base comparability purely on the bargaining unit members' perception. There must be evidence in addition to mere perception. Other factors, such as geographical location, similarity of work performed, etc., are important considerations. If communities were declared comparable merely by reason of the fact that employees in the bargaining unit thought they were, or perhaps in some cases wished they were, then the value of comparing wages, hours and conditions of employment would be questionable.

As indicated, the data regarding the comparable communities was carefully analyzed and applied, but obviously in light of the statute, does not provide the total basis for making decisions and issuing orders.

WAGES

The last wage rate before the commencement of this contract came about as a result of the increases effective July 1, 1990. At that time there were three different classifications outlined in the contract. They were: deputy, corrections officer, and clerk/matron. The salary schedule had six steps, i.e., begin, six months, one year, two years, three years, four years. The salary for deputy at the top step -- and that's typically the step that will be referred to -- was \$28,100.80. A corrections officer was \$27,310.40, and the clerk/matron was \$21,278.40. It should be noted that the Last Offers of Settlement contain provisions for deputy and corrections officer. The clerk/matron classification was taken care of during the hearing.

The Union's Last Offer of Settlement details a 4.5% across-the-board increase for all employees at all steps for January 1, 1991 and again on January 1, 1992. The wage increase for January 1, 1993 is 4% across-the-board for all employees at all steps.

The Employer's Last Offer of Settlement is a little more complicated. It is attached hereto, so the specifics are available. However, there are some points which are worth noting. For instance, while both the prior salary schedule and the Union's Last Offer of Settlement contain six steps, as outlined above, the Employer's Last Offer of Settlement contains seven steps. Not only is there an additional step, but there has been a change in the progression. The Employer's Last Offer of Settlement contains a salary progression which starts with "begin," goes on to "one year,

two years, three years, four years, five years and special." As noted in the specific language of the Last Offer of Settlement, those deputies at the top step, also known as the special step, receive a percentage increase over 90 scale with 1991 step of 2.5%. The same 2.5% increase applies for 1991 and 1992. Individuals at lower steps get greater increases, but it should be understood that from the documents submitted by the Employer, by 1993 26 of the 31 deputies listed will receive 2.5%. In 1992 that figure would be 25, while in 1991 it would be 22. So it is clear that the vast majority of deputies would receive a 2.5% per year increase pursuant to the Employer's Last Offer of Settlement.

The provisions regarding corrections officers are similar, but the figures are quite different. In that classification the majority of employees would receive a 1% increase per year. Of course these figures are contained in the Employer's Last Offer of Settlement.

Using the salary figures existing on 12/31/90, the calculations show that the Union's Last Offer of Settlement would provide, over the term of this contract, an increase of 13.6% for both deputies and corrections officers. Using the same figures, the Employer's Last Offer of Settlement would provide a 7.77% increase for deputies, and notwithstanding the 1% figure listed in its Last Offer of Settlement, would only provide a 2.97% increase for corrections officers.

One of the mainstays in the Employer's case is the Job Content Analysis and Job Evaluation Plan which was completed by Michigan

Management Group in October of 1990. The document is part of the record and is very extensive and detailed and even though it has been thoroughly analyzed, it would be prohibitive to display and discuss every aspect and item in the material. However, it would be helpful to touch on the main divisions and perhaps some of the features of the Analysis and Plan.

The first major division is the Job Content Analysis. According to the document, a job content analysis describes the work being done in written form and objectively analyzes the reasons that jobs are paid differently. The document delineates a number of different factors which the author suggests typically determines the compensation level of different jobs. However, it is noted, with a great deal of interest, that the impact of collective bargaining is not specifically recognized.

The next major division is the Position Descriptions and it contains the written job descriptions of corrections officer, patrol deputy and marine deputy.

The Job Evaluation section follows and the document indicates that the purpose of the job evaluation process is to measure the internal equity of positions within the organization. Again, there are a number of factors outlined, i.e., education, experience, freedom of action, problem solving, error potential, communications, supervision, physical demands, and mental demands. There is no mention of the impact of collective bargaining, or for that matter, the public policy of the State of Michigan which has described the functions of patrol deputy as essential services and

has provided Act 312 arbitration. By using these various factors, the existing jobs are categorized as certain levels. For instance, deputy marine and deputy patrol are at Level G. There are numerous other classifications included at Level G, including but not limited to administrative secretary, case manager, officer manager, personnel specialist, soil erosion inspector.

The next major portion of the plan is the Compensation Plan. The plan consists of proposed salary ranges for each class of positions. There are considerations regarding both internal and external equity. The base information was developed using a market survey, including the comparables previously mentioned. There is also a detailed discussion of how the plan should be administered. Part of the plan contains recommended wage levels. In addition, there is a recommended scale. Also attached is the market survey, etc.

As indicated, there will be no detailed discussion of how the information was gathered, either from current employees or from other sources. However, there are some major considerations which can't be ignored.

For instance, even though the Analysis and Evaluation Plan groups jobs together, as indicated above, and plugs the deputy positions at various job levels, it is easy to understand why the Union would not consider that reality. As indicated above, the deputies are included at a level which contains various job classifications, including as indicated, administrative secretary, soil erosion inspector, etc. It is clear, however, that deputies

have by law been defined as providing an essential service and there are special statutory provisions which apply for the establishment of their wage rates. The point is that there are other forces in action which may very well have a greater impact on wage rates and so-called internal equity than the factors outlined in the Job Content Analysis and Job Evaluation Plan.

Also, it must be kept in mind that the data, by definition, at best was current as of October 1990. Additionally, it is interesting to note that based on the Job Content Analysis and Job Evaluation Plan the Employer suggests that, in essence, deputies and corrections officers are overpaid. Yet, their wage rates have arguably been set either by collective bargaining or Act 312 awards, both processes involving the participation of all the parties. In other words, the wage rates which existed at the time the Job Content Analysis and Job Evaluation Plan was created, came about as a result of the efforts of all the parties. Yet, after the implementation of a series of increases which led to the wage rates the Employer now considers excessive, it utilizes a unilaterally created plan to categorize those rates as excessive. Of course, it is recognized that the Union was given the ability to participate, but it is also understandable that it felt it was more appropriate to confine its efforts to collective bargaining rather than participate in a study or analysis which the Employer had implemented, with the intention of establishing so-called appropriate wage rates. There are other aspects of the Job Content

Analysis and Job Evaluation Plan which will be discussed at subsequent points.

The parties have submitted extensive written arguments, all of which have been carefully considered. There are a couple of points, however, which should be directly addressed.

For instance, the Employer argues that the Classification and Compensation Plan must be adopted in substantial part to preserve its integrity and lawfulness. That certainly is an interesting argument, but as indicated, the wages and benefits existing in this relationship are set by collective bargaining or by Act 312 arbitration. Unless the parties agree, or the arbitration panel agrees that the Classification and Compensation Plan is the last word as to whether its integrity is preserved, is a questionable goal.

Other bargaining units and groups of employees have either made their decisions regarding adoption of the plan, or the plan has been imposed upon them depending upon their bargaining rights, if any. It is important to note, however, that even though the testimony establishes that there are certain positions which may have had a pay freeze imposed by the study, it appears that the deputy unit, the non-supervisory unit, was the only one which was told that the entire bargaining unit was to receive or get a wage freeze. Furthermore, out of the several hundred employees involved, it appears that about 70% got a raise in the area of 4.5% to 4.7% for 1991. Some of those included in the recommended freeze were the county clerk and certain department heads. So when

it suggested that all of the other county positions are working under the Classification and Compensation Plan, and frankly I think the evidence shows that the court employees are not, it must be kept in mind that the plan had varying impacts on various employees. Some groups of employees would be very happy with a 4.5% to 4.7% increase and it is understandable why the employees involved in this arbitration would resist a suggested wage freeze for three years.

There is also a claim that if the deputies and corrections officers are allowed to deviate from the classification system, there would be a resulting claim of discriminatory treatment. There is really no evidence to support this suggestion and it seems at best to be speculation. Furthermore, the Employer's suggestions seem to ignore the impact of collective bargaining. Additionally, the Employer suggests that the system creates equity between the value of all jobs. In essence, what the plan has created is a classification system plugging all jobs into various levels. The claim of equity, if valid at all, is at best as valid as the classifications. However, the impression is that the entire scheme leaves out the impact of collective bargaining.

The argument that, if not adopted, the integrity of the entire study becomes suspect and there could be resulting discriminatory impact claims because the deputies and corrections officers are male-dominated jobs, or perhaps some of the others are female-dominated positions, isn't persuasive. Indeed, in formulating its Last Offer of Settlement the Employer deviated from the plan in

order to accommodate the "realistic needs of the 312 process." Apparently this deviation is viewed as being non-discriminatory, while a greater deviation would be viewed as being discriminatory. As indicated, this argument is not persuasive.

In creating the above assessment there is no intent to speak disparagingly of the job classifications included in the levels occupied by deputies and corrections officers. The mentioning of jobs, such as administrative secretary and soil erosion inspector, is not aimed at indicating those jobs are not important. The point is that there has been an attempt to establish job levels -- in this case Level G -- which includes deputies, which are comprised of various jobs and the referencing of administrative secretary, case manager, soil erosion inspector, etc., was only to point out the diversity of classifications included in the level. Furthermore, without specifically commenting on the basis and the subjective and objective decisions contained in the study, the work certainly appears to be professionally done.

Of course the parties have spent a considerable amount of time developing the record regarding this issue. There are numerous documents and much testimony directed at supporting each party's position. Portions of it will be displayed and analyzed, but all of it was considered. All of the factors contained in the statute were carefully considered, although perhaps not all of them will be the subject of in-depth discussion. However, in discussing those particular areas we cannot lose sight of the actual percentage

increase and impact on the members of this bargaining unit of each of the Last Offers of Settlement.

In examining the Last Offers of Settlement submitted by the parties, it is apparent that aside from the percentage wage increases contained in each, the Union's offer maintains the various steps and time at step in the wage progression which existed in the prior Collective Bargaining Agreement. The Employer's does not. As pointed out, the Employer's Last Offer of Settlement ends up with seven wage progression steps. There is the beginning level. The beginning level exists in the prior contract, as well the Union's Last Offer of Settlement. However, the next step in the prior contract and in the Union's Last Offer of Settlement is the six month level. The Employer's Last Offer of Settlement does not have a six-month level, but goes from "begin" to one year. From that point the Union's Last Offer of Settlement and the prior contract have a one-year, two-year, three-year and four-year level. Four years is the maximum. The Employer's Last Offer of Settlement goes from one year to two years, to three years, to four years, to five years, and then to a level known as "special." The explanation for the "special" level is in the offer, but it is apparent from the way the Last Offer of Settlement is structured that it changes the wage progression and the time necessary for the first wage increase. There wasn't much in the record specifically dealing with this type of change.

It seems that the wage increases in the prior Collective Bargaining Agreement were across-the-board. In other words, each

member of the unit received the same percentage increase. This is also the case in the Union's Last Offer of Settlement. However, the Employer's Last Offer of Settlement does not contain an across-the-board wage increase. As explained in its offer, some employees receive higher increases than others, depending upon their placement in the wage schedule at the time the Employer's offer would be implemented. It is understood that there is a difference based upon what the Employer perceives employees should be paid via the study. However, one could question the fact that some employees in the same bargaining unit performing the same job receive different percentage increases than others in the unit.

One of the factors outlined in Section 9 is the average consumer prices for goods and services, commonly known as the cost of living. It is noted from the Employer's Last Offer of Settlement that deputies and corrections officers at the "special" step would not receive the full CPI increase; others in the unit would. As indicated, the Union's Last Offer of Settlement provides 4.5%, 4.5% and 4%. When the evidence regarding the CPI -- in this case the Urban Wage Earners Index, Detroit, Michigan -- is examined, it is clear that during the first year of the contract the Union's Last Offer of Settlement is much closer to the CPI increase. According to the documentation, it would take a 6.3% increase for a deputy at the top step to recover, as of 1/1/91, the earning power lost by the increase in the consumer price index. The 4.5% requested by the Union is much closer to 6.3% than the percentages offered by the Employer. Indeed, it is almost

inconceivable that the Employer's Last Offer of Settlement, vis a vis top step deputy and more so for a corrections officer, would provide any substantial degree of protection from increase in the consumer price index over the term of the contract. The Union's Last Offer of Settlement would provide much more protection. So certainly a consideration of this factor establishes that the Union's Last Offer of Settlement is more acceptable.

There is also the question of wages, hours and conditions of employment in public employment in comparable communities. This involves both employees performing similar services and other employees generally. It is clear that from the beginning of the data members of this bargaining unit have always been paid near the top of the list of comparables utilized by the Employer. In fact, the testimony suggests that this was the parties' intention. While it is to be expected that data isn't available all the way through the term of this contract, the evidence does, from the available data, suggest that as of 1/1/91 the Employer's rate for a deputy at top step would be approximately seventh out of its comparables, while the Union's would be about fourth. As of 1/1/92, those figures are fifth for the Employer and third for the Union. As of 1/1/93 the figures change to fourth for the Employer and third for the Union. This data is from Union Exhibit 9. The data also shows that for the period 1/1/88 through 1/1/91 the total percentage increases for the comparables average 12.28%. From the period 1/1/88 to 12/31/90, it was 7.99% for top paid deputies. The

difference between the two is much closer to the 4.5% requested by the Union than the 2.5% requested by the Employer.

It should also be noted that the relationship between the wage rates in this bargaining unit and the external comparables offered by the Employer, or for that matter any external comparables, is the result of collective bargaining or perhaps 312 arbitration. In other words, the rank that was enjoyed by the employees in this bargaining unit was the result of bargaining and the parties' agreement or an award.

It is also interesting to note that the Union's Last Offer of Settlement for 1/1/92 and 1/1/93 exceeds the wage level in Traverse City for a top paid deputy by an amount greater than the Employer's offer falls under the rate in Traverse City. So, in essence, the available data regarding external comparables is a mixed bag. It has been carefully considered and supports the conclusions reached herein.

There is also the evidence regarding other employees in general. Of course, the study groups the deputies and corrections officers at certain levels and that information was considered. Also, there is evidence regarding percentage increases in salary within the Grand Traverse County Sheriff's Department. For instance, on 1/1/92 the POAM dispatch unit received a 12.4% increase. There may have been steps added, but the fact is there was a substantial increase. On 1/1/92 the increase was 3.4%, and on 1/1/93 it will be based on CPI. The same percentage progression applied for the POAM dispatch supervisor's unit. The sergeant's

unit, which is represented by Teamsters 214, received a .85% increase on 1/1/91. However, on 4/6/91 it received a 4.5% increase. It received 3% on 1/1/92 and another 4.6% on 4/6/92. On 1/1/93 the sergeants will receive a 3% increase. The lieutenant's unit, which apparently at this point is a captain's unit, received .85% on 1/1/91 and as of 7/1/91 received an additional 4.2%. A comparison of those figures with the Last Offers of Settlement certainly suggests that the Union's is more in line with this evidence.

It is also interesting to compare the relationship of the top paid deputies to the sergeants. The data is available on Union Exhibit 7 for the period 1/1/88 through 7/1/93. A simple comparison would be to divide the sergeant's salary rate by the deputy's rate. On 1/1/88 that relationship showed the sergeants receiving about 110.11% of the deputy's salary. That 110.11% figure held for 1/1/89. On 1/1/90 the figure was 110.44%. During the interim period until 1/1/93 there were various increases and the relationship wavered back and forth. However, it is interesting to note that as of 1/1/93 the sergeant's salary would be 111.66% of the deputy's if the Union's Last Offer of Settlement were adopted, and 117.72% if the Employer's Last Offer of Settlement was adopted. The relationship on 1/1/93 would more parallel that which historically existed in 1988, 1989 and 1990 if the Union's Last Offer of Settlement were accepted. It is very difficult to perform the same type of analysis with the lieutenants

because, as indicated in the record, the lieutenants are now captains and things have changed.

Additionally, it must be kept in mind that the testimony established, at least in the first year of this contract, that approximately 70% of the other employees in the county received between 4.5% and 4.7% increase.

The evidence establishes that there are numerous, perhaps hundreds of applications, filed for positions in the county. There is no doubt that the geographical area in question is one of the most attractive in the State of Michigan. Numerous individuals would like to work in the area and this is reflected by the number of applications. Furthermore, the evidence suggests that the turnover in the department isn't very extensive. It is clear that potential employees desire to work in this geographical area. Of course, this is a factor which must be kept in mind, but it also must be understood that during the peak seasons the population, as suggested by the record, increases dramatically. This should have some impact on the request for services.

It should be quite apparent that after carefully and painstakingly analyzing the record and applying all of the factors in the statute, the panel has concluded that the Union's Last Offer of Settlement must be adopted. This doesn't mean that everyone agrees that the Union's Last Offer of Settlement represents the increases which would have been imposed by the panel had it had the opportunity to formulate its own figures. However, the panel doesn't have that authority and under the statute is forced to

adopt the Last Offer of Settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in Section 9. The Union's Last Offer of Settlement falls in that category.

ORDER

The panel orders that the Union's Last Offer of Settlement be adopted.

Mario Chiesa 12-16-92
Mario Chiesa
Neutral Chairperson

Patrick Spidell / kw
Union Delegate

Employer Delegate

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Mario Chiesa
Neutral Chairperson

Union Delegate

R. H. Smith (Dissent)
Employer Delegate

PENSION - FINAL AVERAGE COMPENSATION

The language in the prior Collective Bargaining Agreement reads as follows:

"Section 17.5 Retirement Plan As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer agrees to provide retirement benefits for all employees under the Municipal Employee's Retirement System, Schedule C2 (B1 base) with F55/25 Waiver. Effective December 31, 1990, the retirement plan shall be upgraded to B3."

As can be seen from analyzing the Last Offers of Settlement, the essential difference between the parties' positions is that the FAC3 implementation will be effective on 1/1/93 per the Employer's offer, and 1/1/91 per the Union's.

The only dispute is when the benefit shall be effective. It is appropriate for this benefit to have a prospective application. As a result, it is quite clear that the Employer's Last Offer of Settlement should be adopted.

ORDER

The panel orders that the Employer's Last Offer of Settlement be adopted.

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Mario Chiesa
Neutral Chairperson

Employer Delegate

Patrick Spidell - dissent 1/24
Union Delegate

PENSION-AGE AND SERVICE 20 AND OUT

The language in the prior Collective Bargaining Agreement is contained at 17.5 and reads as follows:

"Section 17.5 Retirement Plan As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer agrees to provide retirement benefits for all employees under the Municipal Employee's Retirement System, Schedule C2 (B1 base) with F55/25 Waiver. Effective December 31, 1990, the retirement plan shall be upgraded to B3."

The Employer's Last Offer of Settlement is to maintain the status quo. The Union's is to allow unreduced retirement after 20 years of service regardless of age.

A careful examination of the record establishes that there is no competent material and substantial evidence supporting the adoption of the Union's Last Offer of Settlement. The fact that the pension fund is fully funded doesn't support the adoption of the Union's Last Offer.

ORDER

The panel orders that the Employer's Last Offer of Settlement be adopted.

Минус 12-16-92

Mario Chiesa
Neutral Chairperson

Employer Delegate

Union Delegate

PENSION-AGE AND SERVICE 20 AND OUT

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ORDER

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-16-92
Mario Chiesa
Neutral Chairperson

Employer Delegate

Patrick Spidell - dissent 1/20
Union Delegate

HEALTH INSURANCE FOR FUTURE RETIREES

The language in the prior Collective Bargaining Agreement reads as follows:

"Section 17.2 Retirees Group Health Employees who have retired from the service of the Grand Traverse County Sheriff's Department shall be entitled to group rates under the hospitalization plan. Retirees of the Sheriff Department age 62 and over shall, upon written request at the time of retirement (or they become eligible), have fully paid complementary coverage (medicare supplement)."

The Employer's Last Offer of Settlement is to maintain the status quo, while the Union seeks an improvement. The Union's Last Offer would provide group health care benefits, excluding optical and dental, for individuals who retire between ages 55 and 62, or other ages, depending upon amendments and Medicare benefits, by reimbursing the Employer 50% of the monthly premium. In essence, the Union's Last Offer of Settlement provides for health care coverage with 50% of the cost being assumed by the employee.

The evidence establishes that individuals who retire from Traverse City receive retiree insurance for self and spouse subject to certain requirements. From the Employer comparables there are only five of twelve who provide Employer-paid retiree benefits for retirees. Clearly the majority does not even though group rates are available in some of the other counties.

Looking at the internal comparables, it appears that only the lieutenants have the type of coverage sought by the Union. The sergeants do not, neither do the dispatch units.

As a result of carefully examining the evidence, the panel is forced to accept the Employer's Last Offer of Settlement.

ORDER

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-16-92
Mario Chiesa
Neutral Chairperson

R. R. Smith
Employer Delegate

Union Delegate

As a result of carefully examining the evidence, the panel is forced to accept the Employer's Last Offer of Settlement.

ORDER

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-16-92

Mario Chiesa
Neutral Chairperson

Employer Delegate

Patrick Spidell - dissent / kw
Union Delegate

OPTICAL AND DENTAL INSURANCE

The language in the prior Collective Bargaining Agreement is contained at 17.6. It reads as follows:

"Section 17.6 Optical and Dental Insurance The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified, a Dental and Optical contribution of \$5.00 per week.

"Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this contract and although contributions may be made for those weeks into some other Health and Welfare Fund."

A study of the Last Offers of Settlement indicates that they are essentially identical. Indeed, in its brief the Union has suggested that the parties have reached an agreement and the details can be worked out by the panel.

As a result, the panel orders the adoption of the Employer's Last Offer of Settlement.

ORDER

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-16-92
Mario Chiesa
Neutral Chairperson
K. Rose
Employer Delegate

Union Delegate

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As a result, the panel orders the adoption of the Employer's Last Offer of Settlement.

ORDER

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-16-92

Mario Chiesa
Neutral Chairperson

Employer Delegate

Patrick Spidell - dissent/kw
Union Delegate

DETECTIVE SUPPLEMENT

The prior Collective Bargaining Agreement did not contain any language regarding this issue.

The Last Offers of Settlement are essentially the same. This is recognized by the Union in its brief.

After carefully considering the evidence, the panel orders that the Employer's Last Offer of Settlement be adopted.

ORDER

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mano Chesa 12-16-92

~~Mario Chiesa~~
~~Neutral Chairperson~~

Employer Delegate

Union Delegate

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After carefully considering the evidence, the panel orders that the Employer's Last Offer of Settlement be adopted.

ORDER

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-16-92
Mario Chiesa
Neutral Chairperson

Employer Delegate

Patrick Spidell - dissent / kw
Union Delegate

SERGEANT PROMOTION

The language in the prior Collective Bargaining Agreement is contained in Section 22.2(A). It reads as follows:

"Section 22.2 Promotion to Sergeant

"A) Written and oral examinations shall be given when a vacancy occurs and there is no current eligibility list. Such examination shall be based on the job requirement of the classification vacancy to be filled. In the event that more than one employee passes the examination and is eligible for promotion, the employee obtaining the highest score on said examination shall be listed in the order of their scores. Said list will be considered current for two (2) years of the date of the test. If another vacancy should occur within that year in the same classification that was tested for, the promotion shall be made to the employee next on the list. The Employer shall re-test at least every three (3) years. In the event that a regular full-time vacancy occurs during the one-year lapse time, the Employer will immediately administer a new exam."

The Employer's Last Offer of Settlement seeks to change the current language to allow the sheriff to select from among the top three scoring candidates. The Union's Last Offer of Settlement seeks to continue the status quo.

In the record the parties agree the prior provision was negotiated and has been in the contract for several years. The Employer argues that there is some objectivity because paper and pencil tests do not always qualify the characteristics needed for supervision.

The evidence regarding this issue is about split fifty-fifty. This puts us in a position where there is a negotiated provision in the contract which has been present for many years. There is no evidence establishing that individuals who were not qualified for

sergeant or didn't have the needed supervisory skills were promoted to that position. Certainly that is a possibility given the testing procedure, but there is really no evidence that such has happened. Furthermore, the promotional system contains an oral component. So it is not merely a situation where promotions are based only on a written test.

The evidence regarding comparable communities doesn't really show that the provisions sought by the Employer is the rule. As a result, it is impossible to order adoption of the Employer's Last Offer of Settlement.

However, this doesn't mean that the parties can't revisit this issue and perhaps they should and, if agreed, modify the award as provided by the statute. Nevertheless, based on this record the order must be as follows:

ORDER

The panel orders that the Union's Last Offer of Settlement be adopted.

Mario Chiesa 12-16-92
Mario Chiesa
Neutral Chairperson

Union Delegate
R. R. Smith (DISSENT)
Employer Delegate

sergeant or didn't have the needed supervisory skills were promoted to that position. Certainly that is a possibility given the testing procedure, but there is really no evidence that such has happened. Furthermore, the promotional system contains an oral component. So it is not merely a situation where promotions are based only on a written test.

The evidence regarding comparable communities doesn't really show that the provisions sought by the Employer is the rule. As a result, it is impossible to order adoption of the Employer's Last Offer of Settlement.

However, this doesn't mean that the parties can't revisit this issue and perhaps they should and, if agreed, modify the award as provided by the statute. Nevertheless, based on this record the order must be as follows:

ORDER

The panel orders that the Union's Last Offer of Settlement be adopted.

Mario Chiesa 12-16-42
Mario Chiesa
Neutral Chairperson

Patrick Spidell
Union Delegate

Employer Delegate

FINAL TOTAL AWARD

The panel orders that the total award in this matter shall be comprised of the awards contained herein, all TA's, and the language in the prior contract ^{m.e.} not altered by the herein awards, TA's or other understandings of the parties.

Mario Chiesa 12-21-92

Mario Chiesa
Neutral Chairperson

K. Ross Gullik

Employer Delegate


Union Delegate

FINAL TOTAL AWARD

The panel orders that the total award in this matter shall be comprised of the awards contained herein, all TA's, and the language in the prior contract not altered by the herein awards, TA's or other understandings of the parties.

 12-21-94

Mario Chiesa
Neutral Chairperson

Employer Delegate


Union Delegate

A P P E N D I X A

EMPLOYER'S LAST OFFER OF SETTLEMENT

Pension - FAC Issue

Proposed New Language of Section 17.5:

As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer agrees to provide retirement benefits for all employees under the Municipal Employees Retirement System, schedule B3 with F55/25 waiver. Effective January 1, 1993 the FAC 3 shall be effective.

Pension - Age and Service

The County proposes to maintain the status quo.

Pension - Retiree Health Care

The County proposes to maintain the status quo.

Optical/Dental

Proposed new language of Section 17.6:

The County will provide to full-time unit members optical and dental coverage under or substantially equivalent to the Grand Traverse County Dental and Vision Plans B effective on the first day of the first month following the Interest Arbitration Award.

Detectives Supplement

Add a new Section 13.6:

Section 13.6 Detectives will be eligible for an annual proficiency supplement of \$600.00 based on the recommendation of the under-sheriff or sheriff. The proficiency supplement will be provided to those detectives having operated within the parameters of the department for the preceding year. The supplement will be paid annually in December of each year, beginning in 1992, and will be prorated for those detectives assigned to the Detectives Unit for less than one year.

Sergeant Promotion

New language Section 22.2

A) Written and oral examinations shall be given when a vacancy occurs and there is no current eligibility list. Such examination shall be based on the job requirement of the classification vacancy to be filled. In the event that more than one employee passes the examination and is eligible for promotion, those employees attaining passing scores as defined below shall be listed in the order of their scores. The Sheriff shall select from among the employees attaining the three highest scores on said examination. Said list will be considered current for two (2) years of the date of the test. If another vacancy should occur within that year in the same classification that was tested for, the promotion shall be made by the sheriff from among the next three highest scoring employees on the list. The employer shall re-test at least every three (3) years. In the event that a regular full-time vacancy occurs during the one-year lapse time, the Employer will immediately administer a new exam.

POAM SHERIFF UNIT - WAGE AND BENEFIT OFFER

DEPUTY

Year	1991	1992	1993
Begin	10.51	10.97	11.46
1 year	10.99	11.47	11.99
2 year	11.49	12.00	12.54
3 year	12.01	12.54	13.10
4 year	12.56	13.11	13.70
5 year	13.13	13.71	14.33
Special	13.85	14.20	14.56

CORRECTIONS OFFICER

Year	1991	1992	1993
Begin	9.55	9.67	10.42
1 year	9.98	10.42	10.89
2 year	10.44	10.90	11.39
3 year	10.91	11.39	11.90
4 year	11.41	11.91	12.45
5 year	11.94	12.47	13.03
Special	13.26	13.39	13.52

Note: The scale for steps "Begin" through "5 year" are based on the Study for 1991, 4.4% for 1992, and 4.5% for 1993. Only those falling under the "Special" step would not receive the full CPI increase. Those Deputies at the "Special" step receive 2.5% for each year of the contract, and those Corrections Officers at the "Special" step receive 1.0% in each year of the contract.

Note: Individuals, with the exception of those at the "special" step, are placed into the step which, with a step increase on a given date, will give them the CPI increase of 4.5% in 1991. In following years they will follow their normal progression of steps on their new anniversary date. Those who are at the top of the scale fall under "Special".

A list of wage calculations under this plan for each unit member is attached.

CALCULATION OF WAGE BY INDIVIDUAL

name	Hire Date	New Anniv Date for stop incr.	-----1991-----				-----1992-----			-----1993-----		
			1-1-91 Rate	Step Rate	% incr. over '90 scale with 1991 steps	% incr over 1990 actual base pay	1-1-92 rate	stop rate	% incr over 1991	1-1-93 rate	stop rate	% incr over 1992
MCMAHONY	1-1-92		---	---	---	---	10.97	---	---	11.46	11.99	9.3%
SCHWANDEN	2-16-91	Dec 16	10.51	10.99	1.3%*	---	10.97	11.47	---	11.99	12.54	9.3%
BABEL	10-1-91	Oct 1	10.51	10.99	1.3%*	---	10.97	11.47	---	11.99	12.54	9.3%
MACKINNON		Mar 13	11.49	12.01	4.5%	---	12.54	13.11	9.2%	13.1	13.7	4.5%
MEACHUM		Jan 1	13.13	0	1.4%*	6.3%	13.71		4.4%	14.33		4.5%
LEE		Mar 9	13.51	13.85	4.5%**	7.4%	14.20		3.0%	14.56		2.5%
BROWN			13.85	0	4.3%**	7.9%	14.20		2.5%	14.56		2.5%
HARDING			13.85	0	3.0%**	7.9%	14.20		2.5%	14.56		2.5%
ROBBINS			13.85	0	3.0%**	7.9%	14.20		2.5%	14.56		2.5%
GRACE			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
ALFORD			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
PERRONE			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
PERLISKI			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
MANROW			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
KIERSEY			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
GAINFORTH			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
GALLOUP			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
COCHRAN			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
MCKAY			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
TROMBLEY			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
FEWINS			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
EMERSON			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
BEISER			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
CSAPO			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
ZIMMER			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
JENSEN			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
BUTLER			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
WOOTERS			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
HARVEY			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
BENSLEY			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%
HARDING JR			13.85	0	2.5%	3.4%	14.20		2.5%	14.56		2.5%

* Hired after contract expiration or had not reached top step by 12-31-91, therefore put onto new schedule, may not receive full CPI increase.

** Reached top step after contract expiration, may not receive full CPI increase.

CALCULATION OF WAGE BY INDIVIDUAL

NAME	Hire Date	How anniv Date for step incr.	-----1991-----				-----1992-----			-----1993-----		
			1-1-91 Rate	Stop rate	% incr. over '90 scale with 1991 steps	% incr over 1990 actual base pay	1-1-92 Rate	utop rate	% incr over 1991	1-1-93 Rate	utop rate	% incr over 1992
BREITHAUPT	2-11-91	Apr 6	10.44	10.91	4.58*		11.39	11.91	9.2%	12.45	13.03	9.4%
ULEWICS	7-9-91	Jan 12	10.91	11.41	4.58*	9.1%	11.91	12.47	9.3%	13.03		4.7%
MORAVEC			11.94	0	4.04**	5.8%	12.47		4.4%	13.03		4.5%
BOHRER			12.57	0	3.78**	4.9%	12.57		0.0%	13.03		3.7%
HANNA			12.57	0	0.68**	4.9%	12.57		0.0%	13.03		3.7%
CLARK			12.57	0	1.08**	4.9%	12.57		0.0%	13.03		3.7%
BRADFORD			13.26	0	1.48**	6.4%	13.39		1.0%	13.52		1.0%
SMITH			13.26	0	4.68**	6.4%	13.39		1.0%	13.52		1.0%
SPRANGER			13.26	0	1.0%	1.9%	13.39		1.0%	13.52		1.0%
SMITH			13.26	0	1.0%	1.9%	13.39		1.0%	13.52		1.0%
SHUTLER			13.26	0	1.0%	1.9%	13.39		1.0%	13.52		1.0%
PANEX			13.26	0	1.0%	1.9%	13.39		1.0%	13.52		1.0%
PADGETT			13.26	0	1.0%	1.9%	13.39		1.0%	13.52		1.0%
BLASHILL			13.26	0	1.0%	1.9%	13.39		1.0%	13.52		1.0%
HARRIGAN			13.26	0	1.0%	1.9%	13.39		1.0%	13.52		1.0%
BLASHILL			13.26	0	1.0%	1.9%	13.39		1.0%	13.52		1.0%
WYLIE			13.26	0	1.0%	1.9%	13.39		1.0%	13.52		1.0%

* Hired after contract expiration or had not reached top step by 12 31-91, therefore put onto new schedule, may not receive full CPI increases.

** Reached top step after contract expiration, may not receive full CPI increases.

IN THE MATTER OF
ARBITRATION UNDER ACT 312
PUBLIC ACTS OF 1969
AS AMENDED

BEFORE: MARIO CHIESA, IMPARTIAL CHAIRMAN

COUNTY OF GRAND TRAVERSE

- and -

MERC Case No: G91 I-0034

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

UNION'S FINAL OFFER
OF SETTLEMENT

Police Officers Association
of Michigan
Suite 103
28815 W. Eight Mile Road
Livonia, Michigan 48152
(313) 476-3355

Arbitration Issues

Economic Issues

Union

1. Wages
2. Pension - Final Average Compensation
3. Pension - 20 and Out
4. Health Insurance for Future Retirees
5. Optical and Dental Insurance

Employer

6. Detective Issue

Non-Economic Issues

Employer

7. Sergeants Promotions

Union Economic Issue #1

Wages

PRESENT:

GRAND TRAVERSE COUNTY SHERIFF
P.O.A.M.
WAGE SCALE BEGINNING JULY 1, 1990

	Begin	6 Months	1 Year	2 Years	3 Years	4 Years
DEPUTY	10.38	11.02	11.76	12.46	12.95	13.51
	830.40	881.60	940.80	996.80	1036.00	1080.80
	21590.40	22921.60	24460.80	25916.80	26936.00	28100.80
CORRECTION	10.04	10.68	11.39	12.09	12.57	13.13
OFFICER	803.20	854.40	911.20	967.20	1005.60	1050.40
	20883.20	22214.40	23691.20	25147.20	26145.60	27310.40
CLERK/MATRON	8.25	8.64	8.96	9.36	9.76	10.23
	660.00	691.20	716.80	748.80	780.80	818.40
	17160.00	17971.20	18636.80	19468.80	20300.80	21278.40

UNION'S FINAL OFFER OF SETTLEMENT:

GRAND TRAVERSE COUNTY SHERIFF
P.O.A.M.
WAGE SCALE BEGINNING JANUARY 1, 1991

	Begin	6 Months	1 Year	2 Years	3 Years	4 Years
DEPUTY	\$ 10.85	11.52	12.29	13.02	13.53	14.12
	\$22,562	23,953	25,562	27,083	28,148	29,365
CORRECTION	\$ 10.49	11.16	11.90	12.63	13.14	13.72
OFFICER	\$21,823	23,214	24,757	26,279	27,322	28,539

[Represents 4.5% across-the-board for all employees at all steps.]

GRAND TRAVERSE COUNTY SHERIFF
P.O.A.M.
WAGE SCALE BEGINNING JANUARY 1, 1992

	Begin	6 Months	1 Year	2 Years	3 Years	4 Years
DEPUTY	\$ 11.34	12.04	12.84	13.61	14.14	14.76
	\$23,584	25,040	26,714	28,300	29,409	30,691
CORRECTION	\$ 10.96	11.66	12.44	13.20	13.73	14.34
OFFICER	\$22,801	24,275	25,866	27,453	28,561	29,822

[Represents 4.5% across-the-board for all employees at all steps.]

GRAND TRAVERSE COUNTY SHERIFF
P.O.A.M.
WAGE SCALE BEGINNING JANUARY 1, 1993

	Begin	6 Months	1 Year	2 Years	3 Years	4 Years
DEPUTY	\$ 11.79 \$24,531	12.52 26,045	13.35 27,775	14.15 29,441	14.71 30,588	15.35 31,929
CORRECTION OFFICER	\$ 11.40 \$23,709	12.13 25,223	12.94 26,910	13.73 28,554	14.28 29,701	14.91 31,020

[Represents 4% across-the-board for all employees at all steps.]

Wages to be retroactive to January 1, 1991.

Union Economic Issue #2

Pension - Final Average Compensation

PRESENT:

ARTICLE XVII
INSURANCE AND PENSION

17.5: Retirement Plan. As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer agrees to provide retirement benefits for all employees under the Municipal Employee's Retirement System, Schedule C2 (B1 base) with F55/25 Waiver. Effective December 31, 1990 the plan shall be upgraded to B3.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XVII
INSURANCE AND PENSION

17.5: Retirement Plan. As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer agrees to provide retirement benefits for all employees under the Municipal Employee's Retirement System, Schedule C2 (B1 base) with F55/25 Waiver. Effective December 31, 1990 the plan shall be upgraded to B3.

Effective January 1, 1991, the retirement plan shall be further upgraded to include the MERS FAC-3 benefit.

Pension - Final Average Compensation to be retroactive to January 1, 1991.

Union Economic Issue #3

Pension - 20 and Out

PRESENT:

ARTICLE XVII
INSURANCE AND PENSION

17.5: Retirement Plan. As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer agrees to provide retirement benefits for all employees under the Municipal Employee's Retirement System, Schedule C2 (B1 base) with F55/25 Waiver. Effective December 31, 1990 the plan shall be upgraded to B3.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XVII
INSURANCE AND PENSION

17.5: Retirement Plan. As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer agrees to provide retirement benefits for all employees under the Municipal Employee's Retirement System, Schedule C2 (B1 base) with F55/25 Waiver. Effective December 31, 1990 the plan shall be upgraded to B3.

Effective December 31, 1993 the retirement plan shall be further amended to permit normal, unreduced retirement after 20 years of service regardless of age.

Pension - 20 and Out to be effective December 31, 1993.

Union Economic Issue #4

Health Insurance for Future Retirees

PRESENT:

ARTICLE XVII
INSURANCE AND PENSION

17.2: Retirees Group Health. Employees who have retired from the service of the Grand Traverse County Sheriff's Department shall be entitled to group rates under the hospitalization plan. Retirees of the Sheriff's Department age 62 and over shall, upon written request at the time of retirement (or they become eligible), have fully paid complementary coverage (medicare supplement).

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XVII
INSURANCE AND PENSION

17.2: Retirees Group Health. Employees who retire between the ages of fifty-five (55) and sixty-two (62) (or older depending on changes in Medicare benefits) may continue their group health care benefits (excluding optical and dental coverage) by reimbursing the Employer 50% of the monthly premium.

Employees who have retired from the service of the Grand Traverse County Sheriff's Department and who choose complementary health coverage, comparable to Blue Cross and Blue Shield's Exact Fill Coverage, after reaching age sixty-two (62) (or age of Medicare coverage) shall have their premium fully paid by the Employer.

Health Insurance for Future Retirees to be retroactive to January 1, 1991.

Union Economic Issue #5

Optical and Dental Insurance

PRESENT:

ARTICLE XVII
INSURANCE AND PENSION

17.6: Optical and Dental Insurance. The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified, a Dental and Optical contribution of \$5.00 per week.

Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this contract and although contributions may be made for those weeks into some other Health and Welfare Fund.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XVII
INSURANCE AND PENSION

17.6: Optical and Dental Insurance. The Employer agrees to pay the full premiums for the County's Blue Cross/Blue Shield or equivalent dental and optical plan. The summary of benefits and riders are listed in Appendix A.

[Appendix A to be provided by the Employer
and attached to the contract]

Optical and Dental Insurance to be effective date of award.

Employer Economic Issue #6

Detective Issue

UNION'S FINAL OFFER OF SETTLEMENT IN
RESPONSE TO EMPLOYER PROPOSAL:

Add language to present Section 21.27:

All deputies who are assigned to the Detective Bureau as of December of any year shall receive a merit bonus of \$700.00 payable as a lump sum in the first pay period of December. Deputies shall not be eligible for the merit bonus pay if removed during the calendar year according to conditions set forth in this section.

Detective Issue to be effective date of award.

Employer Non-Economic Issue #7

Sergeants' Promotions

UNION'S FINAL OFFER OF SETTLEMENT IN
RESPONSE TO EMPLOYER PROPOSAL:

The Union desires to maintain the status quo and proposes no change to contract language or practice.

Wherefore, the Final Offer of Settlement of the Union is
tendered in good faith and upon careful consideration.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



William Birdseye
Advocate



Ann Maurer
Labor Economist

Dated: April 6, 1992