

386

**STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION**

**IN THE MATTER OF
THE ACT 312 MERC ARBITRATION BETWEEN**

IONIA COUNTY AND IONIA COUNTY SHERIFF,

Employer/County,

MERC CASE No. L96 F-6018

and

POLICE OFFICERS LABOR COUNCIL,

Union.

**OPINION AND STIPULATED AWARD
OF THE ACT 312 PANEL**

Appearances:

Panel Members:

Arbitrator:

**Allen J. Kovinsky, Esq.
Sommers, Schwartz,
Silver & Schwartz, P.C.
2000 Town Center, Suite 900
Southfield, MI 48075-1100**

POLC:

**John A. Lyons, P.C.
By Timothy Dlugos
675 E. Big Beaver, Suite 105
Troy, MI 48083**

**Ionias County &
Ionias County Sheriff**

**Cohl Stoker & Toskey, P.C.
By Ruth E. Mason
601 North Capitol
Lansing, MI 48933**

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I. OPINION AND STIPULATED AWARD

A Petition for Arbitration, pursuant to the provisions of Public Act 312 of 1969, as amended, was filed by the Police Officers Labor Council on March 6, 1997. The undersigned was appointed as the chairperson of the Act 312 Panel by the offices of the Michigan Employment Relations Commission subsequent to the filing of an additional Petition for Arbitration filed on behalf of Ionia County and the Ionia County Sheriff's Department dated March 14, 1997. Due to requests of the parties and difficulty in obtaining mutually convenient dates, the Pre-arbitration Conference was delayed and did not take place until January 21, 1998. Subsequently, the parties agreed to establish hearing dates commencing on September 28, 1998. The parties met at the Lansing offices of the Michigan Employment Relations Commission, along with the Panel Members on September 28, 1998, and September 29, 1998. The parties spent the entire day on September 28, 1998, and a portion of the day of September 29, 1998, in additional negotiations which resulted in a complete agreement with respect to all of the outstanding issues. The agreement was placed upon the record on September 29, 1998. Subsequently, the parties supplied the Chairperson with the changes to be awarded to the Union and the changes to be awarded to the Employer on November 5, 1998, along with an amended change to be awarded to the Union dated November 18, 1998. The parties through their respective counsel signed and dated the stipulated changes on November 4, 1998, and again on November 18, 1998.

At the time of the hearing, the parties agreed to waive all time limits and, further, stipulated that all issues which were not contained in the petition and/or answer had been settled or waived by the parties.

Based upon the fact that the parties entered into stipulations resolving all of the issues, either through the withdrawal of a particular issue or a settlement of the issue, it was not necessary to obtain a Last Best Offer. Furthermore, it is not necessary to identify the economic and non-economic issues in dispute as had been identified by the Arbitration Panel at the time of the Pre-arbitration Conference hearings, in light of the fact that the parties have agreed upon a Stipulated Award.

It is also unnecessary to supply findings of fact and opinions based upon the record made before the arbitration hearing Panel in light of the stipulations of the parties. Furthermore, an executive session of the Panel has been waived by the parties in light of the Stipulated Award and it has been agreed that the signatures of the attorneys who are also the Panel Members for the respective on the changes to be awarded to both the Union and the Employer will serve to act as their signatures with respect to the Stipulated Opinion and Award. In addition, in light of the fact that this is a stipulated award, there are no findings of fact and opinions from Panel Members who might dissent from the majority opinion since the parties have stipulated to each and every item hereinafter set forth.

It should also be noted that except as to those items hereinafter set forth, the parties agreed to withdraw each and every other item set forth on their respective petitions, unless they had reached a tentative agreement prior to the hearings of September 28, 1998, and September 29,

1998. Otherwise, except as hereinafter modified the prior Collective Bargaining Agreement shall remain in full force and effect.

II. STIPULATED CHANGES TO BE AWARDED TO THE EMPLOYER

Article 7. Hours and Rates of Pay

Subsection 2. It is anticipated that the needs of the Department may require an officer to work overtime. Effective December 4, 1998, overtime is defined as work performed by an officer over and above eighty (80) hours in a two-week pay period when directed and authorized by the Sheriff, or his authorized representative. It does include training sessions, consultations with prosecuting officials, and signing of complaints.

Article 13. Probationary Period

When a new employee is hired in the unit, he will be considered a probationary employee for the first six (6) months of actual work or the equivalent of 1040 hours of actual work on a continuous, regular, full-time employment basis after completion of the mid-Michigan Police Academy Training Program. All other employees in the bargaining unit shall be considered probationary employees for the first six (6) months from his or her most recent date of hire.

A probationary employee may be discharged at any time by the Sheriff in his sole discretion and is an employee at-will. Such discharge shall not be subject to the grievance procedure. If the Sheriff, in his discretion, determines he needs additional time to evaluate a probationary employee's performance, he may extend the probationary period for up to an additional six (6) months. If the Sheriff determines to extend the probationary period, he will provide the employee a written statement of the reasons for the extension.

Article 33. Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

III. STIPULATED CHANGES TO BE AWARDED TO THE UNION

Article 7. Hours and Rates of Pay.

Section 1. [*The following language shall be added to Section 1*]: Effective December 4, 1998, officers are required to report for duty at the time of their scheduled shift and will be paid respectively from thereon.

Section 2. [*This section shall be modified as follows*]: It is anticipated that the needs of the Department may require an officer to work overtime. Effective December 4, 1998, overtime is defined as work performed by an officer over and above eighty (80) hours in a two-week pay period when directed and authorized by the Sheriff, or his authorized representative. It does include training sessions, consultations with prosecuting officials, and signing of complaints.

Section 3. [*This section shall be modified as follows*]: Effective December 4, 1998, employees covered hereby who are called back to work after having completed their tour of duty for the day for reasons other than time spent in court testifying, time spent signing complaints, and official documents or writing reports, and attending previously scheduled meetings, shall receive a two (2) hour minimum call-back payment at the rate of time and one-half (1½).

Section 6. [*This section shall be modified as follows*]: Effective December 4, 1998, an off-duty employee in the bargaining unit, when required to appear in court for official Ionia County business, shall receive a minimum of two (2) hours pay at the rate of time and one-half (1½). Any time over the minimum stated time shall be paid at the rate of time and one-half (1½) of the employee's regular rate of pay. An off-duty employee in the bargaining unit, for the purposes of this provision, is one who is not scheduled to work during the same hours he is to be in court.

Article 10. Retirement Benefits. [*This provision shall be modified as follows*]:

The Employer will continue the existing retirement plan with Aetna Life Insurance Company. The plan provides that the normal retirement date for deputies (including sergeants and detectives) will be the earlier of age sixty-five (65) or fifty-five (55) with twenty-five (25) years of service under the plan. The plan will be provided through an Immediate Participation Guarantee (IPG) contract between the County and Aetna Life Insurance Company. Participation in the plan is voluntary. Employees participating contribute three percent (3%). Upon completion of the application process, the retirement plan will be modified to the Michigan Municipal Employees Retirement System (MERS) Plan B-3 with F55/25 with eight (8) year vesting. Effective December 4, 1998, the employee contribution will decrease to three percent (3%). The transition from the Aetna Plan to the MERS Plan is subject to certain understandings agreed during negotiations for this Collective Bargaining Agreement. For employees hired prior to August 3, 1994, participation in the MERS plan is voluntary. For employees hired after August 3, 1994, participation in the MERS plan is mandatory.

Article 19. Hospitalization, Medical, Dental, and Optical Coverage.

Section 3. Effective December 4, 1998, the Employer will reimburse employees for proven dental and optical expenses (dollar for dollar - evidenced by paid bill or canceled check), not to exceed Five Hundred Dollars (\$500) in each calendar year for the employee, his spouse and dependent children. Dental and optical expenses may be submitted on a quarterly basis.

Article 34. Term of Agreement. [This provision shall be modified as follows]:

THIS AGREEMENT shall become effective December 4, 1998, unless provided herein, and shall remain in force until midnight, December 31, 2000, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify or later, have the effect of terminating the entire agreement on the expiration date in the same manner as a notice to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

Appendix A. Wages.

The following annual salary schedule for bargaining unit employees will be effective on the dates shown below:

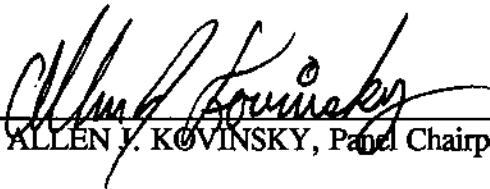
<u>Deputy</u>	<u>01/01/97</u>	<u>01/01/98</u>	<u>01/01/99</u>	<u>01/01/2000</u>
Start	28,745	29,608	30,496	31,411
6 Months	29,687	30,577	31,495	32,439
1 Year	30,740	31,663	32,612	33,591
2 Years	31,882	32,838	33,823	34,838
3 Years	33,861	34,877	35,923	37,001
<u>Sergeant</u>	35,525	36,590	37,688	38,786
<u>Detective</u>	35,525	36,590	37,688	38,786
<u>Lieutenant</u>	37,299	38,418	39,571	40,758

All wage adjustments are retroactive to January 1, 1997, for those employees who were on the payroll and continue to remain on the payroll, on and after September 18, 1996, and who continue to work after January 1, 1997, but may have left employment prior to any award being rendered.

IV. EFFECTIVE DATE

The parties stipulated that the wages for January 1, 1997, and January 1, 1998, would be retroactive. All other benefits and changes as hereinabove set forth are effective with the date of this Award, per the stipulation of the parties as contained in the transcript of September 29, 1998, page 11. It should also be noted that the parties stipulated that any employee who remained on the payroll after September 18, 1996, but left his/her position in the bargaining unit after January 1, 1997, would be entitled to receive a retroactive paycheck for any hours the employee may have worked from and after January 1, 1997, at the differential of the new rates of pay.

IT IS SO ORDERED,



ALLEN J. KOVINSKY, Panel Chairperson

Dated: December 4, 1998

Attachments

Pm:lonia O&A

CHANGES TO BE AWARDED TO THE EMPLOYER

Article 7 - Hours and Rates of Pay

Subsection 2. It is anticipated that the needs of the Department may require an officer to work overtime. Effective [date of award] overtime is defined as work performed by an officer over and above eighty (80) hours in a two-week pay period when directed and authorized by the Sheriff, or his authorized representative. It does include training sessions, consultations with prosecuting officials, and signing of complaints.

Article 13 - Probationary Period

When a new employee is hired in the unit, he will be considered as a probationary employee for the first six (6) months of actual work or the equivalent of 1040 hours of actual work on a continuous, regular, full-time employment basis after completion of the mid-Michigan Police Academy Training Program. All other employees in the bargaining unit shall be considered probationary employees for the first six (6) months from his or her most recent date of hire.

A probationary employee may be discharged at any time by the Sheriff in his sole discretion and is an employee at-will. Such discharge shall not be subject to the grievance procedure. If the Sheriff, in his discretion, determines he needs additional time to evaluate a probationary employee's performance, he may extend the probationary period for up to an additional six (6) months. If the Sheriff determines to extend the probationary period, he will provide the employee a written statement of the reasons for the extension.

Article 33 - Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through

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any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

FOR THE COUNTY:

Dated: November 4, 1998
Ruth E. Mason

FOR THE UNION:

Dated: November 4, 1998
Tim Dlugos

CHANGES TO BE AWARDED TO THE UNION

1. ARTICLE 7 - HOURS AND RATES OF PAY

Section 1. The following language shall be added to Section 1:

Effective [date of award] officers are required to report for duty at the time of their scheduled shift, and will be paid respectively from thereon.

Section 2. This Section shall be modified as follows:

It is anticipated that the needs of the Department may require an Officer to work overtime. Effective [date of award] overtime is defined as work performed by an Officer over and above 80 hours in a two-week pay period when directed and authorized by the Sheriff, or his authorized representative. It does include training sessions, consultations with prosecuting officials, and signing of complaints.

Section 3. This section shall be modified to read as follows:

Effective [date of award], employees covered hereby who are called back to work after having completed their tour of duty for the day for reasons other than time spent in court testifying, time spent signing complaints and official documents or writing reports, and attending previously scheduled meetings, shall receive a two (2) hour minimum call back payment at the rate of time and one-half (1-1/2).

Section 6. This section shall be modified to read as follows:

Effective [date of award], an off-duty employee in the bargaining unit, when required to appear in court for official Ionia County business, shall receive a minimum of two (2) hours pay at the rate of time and one-half (1-1/2). Any time over the minimum stated time shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay. An off-duty employee in the bargaining unit, for the purposes of this provision, is one who is not scheduled to work during the same hours he is to be in court.

2. ARTICLE 10 - RETIREMENT BENEFITS

This provision shall be modified to read as follows:

The Employer will continue the existing retirement plan with Aetna Life Insurance Company. The plan provides that the normal retirement date for deputies (including sergeants and detectives) will be

the earlier of age 65 or 55 with 25 years of service under the plan. The plan will be provided through an Immediate Participation Guarantee (IPG) contract between the County and Aetna Life Insurance Company. Participation in the plan is voluntary. Employees participating contribute three percent (3%). Upon completion of the application process, the retirement plan will be modified to the Michigan Municipal Employees Retirement System (MERS) Plan B-3 with F-55/25 with eight (8) year vesting. Effective [the date of the arbitration award], the employee contribution will decrease to three percent (3%). The transition from the Aetna Plan to the MERS Plan is subject to certain understandings agreed during negotiations for this collective bargaining agreement. For employees hired prior to August 3, 1994, participation in the MERS plan is voluntary. For employees hired after August 3, 1994, participation in the MERS plan is mandatory.

3. ARTICLE 19 - HOSPITALIZATION, MEDICAL, DENTAL, AND OPTICAL COVERAGE

Section 3.

Effective [date of the award], the Employer will reimburse employees for proven dental and optical expenses (dollar for dollar - evidenced by paid bill or canceled check), not to exceed Five Hundred (\$500.00) Dollars in each calendar year for the employee, his spouse and dependent children. Dental and optical expenses may be submitted on a quarterly basis.

4. ARTICLE 34 - TERM OF AGREEMENT

This provision shall be modified as follows:

THIS AGREEMENT shall become effective [date of signing], unless provided herein, and shall remain in force until midnight, December 31, 2000, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify or later, have the effect of terminating the entire agreement on the expiration date in the same manner as a notice to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

CHANGES TO BE AWARDED TO THE UNION (AMENDED)5. APPENDIX A - WAGES

The following annual salary schedule for bargaining unit employees will be effective on the dates shown below:

<u>Deputy</u>	<u>1/1/97</u>	<u>1/1/98</u>	<u>1/1/99</u>	<u>1/1/2000</u>
Start	28,745	29,608	30,496	31,411
6 Months	29,687	30,577	31,495	32,439
1 Year	30,740	31,663	32,612	33,591
2 Years	31,882	32,838	33,823	34,838
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<u>Sergeant</u>	35,525	36,590	37,688	38,786
<u>Detective</u>	35,525	36,590	37,688	38,786
<u>Lieutenant</u>	37,299	38,418	39,571	40,758

All wage adjustments are retroactive to January 1, 1997, for those employees who were on the payroll, and continue to remain on the payroll, on and after September 18, 1996, who continue to work after January 1, 1997, but may have left employment prior to any award being rendered.

For the Union:

Timothy J. Dlugos

Timothy J. Dlugos

Dated: 11-18-98

For the Employer:

Ruth E. Mason

Ruth E. Mason

Dated: 11/18/98

5. APPENDIX A - WAGES

The following annual salary schedule for bargaining unit employees will be effective on the dates shown below:

<u>Deputy</u>	<u>1/1/97</u>	<u>1/1/98</u>	<u>1/1/99</u>	<u>1/1/2000</u>
Start	28,745	29,608	30,496	31,411
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All wage adjustments are retroactive to January 1, 1997, for those employees who were on the payroll, and continue to remain on the payroll, on and after September 18, 1996, who continue to work after January 1, 1997, but may have left employment prior to any award being rendered.

For the Union:

Timothy J. Dlugos
Timothy J. Dlugos

Dated: 11-4-98

For the Employer:

Ruth E. Mason
Ruth E. Mason

Dated: 11/4/98