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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
ARBITRATION UNDER ACT 312 PUBLIC ACTS OF 1969 AS AMENDED

In the Matter of:

IONIA COUNTY SHERIFF'S
DEPARTMENT

MERC Case No. G93 D-4017

-and-

POLICE OFFICERS LABOR COUNCIL

ARBITRATION CHAIRMAN'S OPINION
AND AWARD FOR THE PANEL

APPEARANCES:

FOR IONIA COUNTY SHERIFF'S
DEPARTMENT:

Phillip F. Wood, Attorney
Undersheriff Tim Degeus
Gail Lower, Commissioner
Ann Ebenstein, Assistant to
the Board

FOR POLICE OFFICERS LABOR
COUNCIL:

Ray Wallace, Field Rep.
Sgt. Robert Schutt
Sgt. Dale Miller, IOSH
Lynn Cruttenden
Roger Vander Molen

On April 6, 1994, the Police Officers Labor Council
filed a petition for interest arbitration pursuant to Act 312,
Public Acts of 1965. The petition set forth the following
issues of the respective parties:

UNION ISSUES

1. Article 7, Hours & Rates of Pay
2. Article 9, Life Insurance
3. Article 10, Retirement
4. Article 19, Hospital, Medical/Dental
5. Article 18, Personal Leave Days (Sec. 6)
6. Article 25, Holidays
7. Article 31, Duration
- Appendix - Wages/Shift Premium

EMPLOYER ISSUES

1. Article 2, Management Rights
2. Article 7, Hours & Rates of Pay (Sec. 1)

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3. Article 9, Life Insurance
4. Article 10, Retirement
5. Article 19, Hospital, Medical/Dental
(Sections 1, 2, 3)
6. Article 20, Holidays
7. Article 30, Residency
8. Article 31, Duration

Phillip F. Wood was appointed as the Sheriff Department's Panel Delegate. Ray Wallace was appointed as the Police Officers Labor Council's Panel Delegate.

The Chairmen met with the parties, along with the Panel members on May 13, 1994 and June 28, 1994. At these meetings, the parties presented their respective positions as to the issues that were in dispute.

In addition, the Chairman had numerous telephone conferences with members of the Panel, discussing the various issues. Following these meetings and conferences, the parties agreed that a transcribed record would not be made and waived the participation of their respective Delegates in the Panel proceedings or the Award, recognizing that the Chairman's Opinion and Award would be binding on them, consistent with the intent of Act 312, Public Acts of 1969.

The Chairman now addresses the issues that he believes were before the Panel, pursuant to Act 312.

Duration. The contract will be effective August 3, 1994 and expire December 31, 1996 at Midnight. However, the provisions for wage increases and dental insurance benefit increase shall be retroactive to January 1, 1994, provided further that any employees that are no longer on the payroll, for whatever reason, who may have been on the payroll between

January 1, 1994 and through August 2, 1994 shall not be eligible for retroactive wages.

In other words, the salary schedule should reflect the following language: 1994 salary schedule retroactive to January 1, 1994, for all covered employees on the payroll as of August 3, 1994.

Based upon the parties' bargaining history, the practicalities of the situation, and the comparables with other communities, the Chairman would award the following economic items:

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

<u>Deputy</u>	<u>1-1-94</u>	<u>1-1-95</u>	<u>1-1-96</u>
Start	\$26,204	\$27,174	\$27,908
6 Months	27,063	28,064	28,822
1 Year	28,023	29,060	29,845
2 Years	29,064	30,139	30,953
3 Years	30,869	32,011	32,875
<u>Sergeant</u>	\$32,385	\$33,583	\$34,490
<u>Detective</u>	\$32,385	\$33,583	\$34,490

1994 salary schedule retroactive to January 1, 1994, for all covered employees on the payroll as of August 3, 1994.

Pension

- a. Effective 1-1-95, change to MERS plan B-2, with F55/25 with 8 year vesting.
- b. Effective 1-1-95, increase employee contribution to 4%
- c. Pension details are shown on Attachment B

Health Insurance

- a. Change prescription drug co-pay to \$5.00
- b. Effective 1-1-95, employees will contribute \$10.00 per month towards cost of health insurance.

Dental Insurance

Employer to reimburse dental expenses on a dollar for dollar basis with the maximums per family per year as follows:

Effective 1-1-94 -- \$300/year
Effective 1-1-95 -- \$350/year
Effective 1-1-96 -- \$400/year

In addition, the Chairman's Award would provide the following language as to life insurance. This language does not change the benefit level. It is language that is designed to clarify coverage and indicate where employees may obtain information. The language should be:

Article 9. Life Insurance

The Employer will pay the premiums to provide the full-time Deputy Sheriffs and Sergeants covered by this Agreement who have not attained the age of 65 with life insurance of \$10,000 and accidental death insurance of \$20,000. (Benefit amounts described above in this paragraph reduce after a participant attains age 65). Details of the life insurance may be obtained from the County Clerk's office.

There is one other economic item that needs to be addressed, and that is the question of personal days. Under the present practice, employees currently can use one (1) sick day for personal business, one (1) personal leave day (not charged to sick leave), and a floating holiday, with the requirement that the one (1) day of sick leave must be used first.

There has been some concern over the consistency of this practice. Therefore, the Award will provide that Deputies may use the three days listed above in any order they wish, by advising the Employer at the time any such day is requested. The Employer will furnish a letter of understanding setting forth this Agreement.

There are a number of so-called non-economic items.

1. The Union has had a change of name. Wherever applicable, the name of the Union should be Police Officers Labor Council.

2. The Chairman has considered the Employer's request as to Management Rights. As a result, the Award will provide for the following:

Article 2. Management Rights.

Employer Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; suspension, discipline and discharge shall be for just cause for non-probationary employees; to establish, amend, supplement or delete work rules and regulations; to make judgments to ability and skill of employees; to establish and change reasonable work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operation as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation,

implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Article 7 of the Agreement required some changes to clarify scheduling. As a result, and after listening to the parties, the Chairman would award the following:

Article 7. Section 1.

Full-time employees covered hereby will be scheduled to work an average of forty (40) hours per week. Such hours shall include one (1) lunch break and two (2) coffee breaks, the coffee breaks to be taken in each half of the work shift. Fifteen (15) minutes of the lunch period for sergeants will be unpaid. All employees will be in uniform (if uniformed) and ready to begin work at the start of their shift.

Sheriff, at his discretion, may schedule four (4), ten (10) hour workdays as the normal workweek.

Article 7. Section 2.

It is anticipated that the needs of the Department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above his normal scheduled workday or workweek, when directed and authorized by the Sheriff, or his authorized representative. It does include training sessions, consultations with prosecuting officials, and signing of complaints, but does not include daily fifteen (15) minute shift briefings.

Officers who work overtime shall be compensated according to the following: the Sheriff shall have the option of (1) paying the overtime at the rate of time and one-half (1-1/2) the regular hourly rate, or (2) providing compensatory time off at the rate of time and one-half (1-1/2) off for each hour of overtime worked.

The Chairman, at the request of the County, has been asked to add language concerning the Family and Medical Leave

Act and the Americans With Disabilities Act. As a result, the Chairman would issue the following Award:

Section . Family and Medical Leave Act.
Nothing in this Agreement will be construed to diminish the rights of any employee or the Employer as provided in the Family and Medical Leave Act.

Section . Americans With Disabilities Act.
The Union understands that the Americans With Disabilities Act requires the Employer to make reasonable accommodation of employees with handicaps and agrees that, in case any provision in this Agreement conflicts with the duty to accommodate, the duty to accommodate will prevail. It is understood that an accommodation made to an individual under the ADA will depend on the facts and will not necessarily constitute a precedent in another case.

As the Chairman understands it, there are some persons no longer covered by the Agreement, which the Chairman understands basically are Radio Dispatchers. They shall be deleted from the Agreement.

Prior to the Chairman meeting with the parties, the parties reached certain other agreements, and those agreements will be incorporated into the Agreement. Other contract sections not discussed herein shall be as in the prior Agreement.

This discussion covers all of the items in the Petition for Act 312 except holidays. The Chairman rejected the request for additional holidays and instead clarified the language concerning personal leave.

As indicated, the parties have waived the Panel Members' signatures or participation, but have agreed to rely on the Chairman's Award.

A W A R D

The Award shall be as set forth on each item listed in the body of this Opinion.

George T. Roumelly
GEORGE T. ROUMELL, JR.
Chairman

August 3, 1994