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Michigan Employment Relations Commission

In The Matter of Arbitration
Between
County of Kalamazoo
and
Kalamazoo County Sheriff's Deputies Association

Merc Case No. G 90 I-0233
Pursuant to Public Act 312 as Amended

Background

The Agreement of the parties expired Dec. 31, 1989.

The parties have been unable to reach an Agreement for 1990, 1991 and 1992 and after mediation proved unsuccessful, the Union applied for Arbitration on September 11, 1990. Bernard Klein was chosen as the neutral on December 21, 1990. At the time of filing there were twenty-six (26) issues listed in the application. The parties were told by Arbitrator Klein that this was too many issues outstanding to begin the arbitration process. The parties agreed and continued negotiations with the aim of narrowing down the long list of issues to a more manageable number.

A pre-Hearing conference was held in Kalamazoo on January 28, 1991. Mr. Michael Ward was chosen both as the Union delegate on the panel as well as the presenter. For the County Ms. Nancy Donovan was chosen as the County's delegate while Attorney John G. Manske was chosen as the County's presenter. The list of comparable employers was determined at this meeting. The Union suggested only three other local police departments--City of Kalamazoo, City of Portage and Kalamazoo Township. The County sought to include some County Sheriff Departments. Arbitrator Klein accepted the Union's comparables but also added four of the counties requested by the County--Washtenaw, Saginaw, Berrien and Muskegon.

Hearings were then held in Kalamazoo on March 22, 1991 and again on May 29, 1991. At the time of the first Hearing, the parties on the record waived the statutory time limits both as to the Hearing and the Award inasmuch as the whole process started late and the parties requested ample time to prepare their cases. By the time of the Hearings, the Union had only eight (8) issues before the panel while the County has only one (1) issue in addition to their

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opposition to the Union's issues. After the conclusion of the Hearings the parties agreed to submit Last Best Offers within a certain time and then Post-Hearing briefs thereafter.

The issues will now be presented giving the presenting party's position regarding the desired change, the opposing position as well as the Panel's decision and reasoning.

Issue 1. Retirees Medical Insurance

Currently bargaining unit members must have worked at least twenty-five (25) years and attained the minimum age of fifty-five (55) upon retirement to qualify for the County's continuation of health insurance (including eye and dental coverage) for the retiree and his spouse and dependents until the retiree reaches age sixty-five (65) when a supplemental policy is provided by the County to insure the same level of benefits.

The Union seeks the elimination of the minimum age and have any retiree who has worked for twenty-five (25) years eligible for this benefit.

The County made a counter-offer in its Last Best Offer on this issue. It proposed continuation of the current provision and an additional alternative whereby an employee can receive the same coverage for himself at age fifty (50) and eighty (80) percent of the cost of spouse-dependent coverage. The same eighty (80) percent would apply when the spouse reaches sixty-five (65) years of age and gets a supplemental policy.

The County further proposes to open this alternative option up again after December 31, 1995 when it would be re-costed and renegotiated as to its continuation.

In resolving this issue, this panel chair wishes the law would allow a compromise. There is no question that medical costs keep rising substantially and the notion that its impact would not be felt until the year 2002 is not impressive. Continued medical coverage is a substantial obligation on the part of the County and to have it begin with no minimum age retirement limit would add an undetermined amount to its costs. It is quite understandable that the Union would seek this change but it would mean that the County would be paying for coverage of comparatively young retirees and their spouses when

they seek second careers which should assume some of the costs of such ever mounting coverage. Therefore the panel proposes the County's last offer on this issue since it does offer a compromise from its previous opposition to any change. It would then be negotiated in the next Agreement and meanwhile does not lessen current coverage.

Issue 2. Longevity

The Union proposes a change in Article XI section 1 of the current Agreement which would basically add an additional half of a percent to each of the current steps as well as create an additional step after twenty-five years at 8.50% of base.

The County is opposed to any change from the current Agreement.

The County considers the current longevity practice generous and superior to those of the comparables. The Union on the other hand considers the longevity programs of its local comparables to be superior and in general feels that these must be the ones to which Kalamazoo County should be compared. This benefit shall be made retroactive to January 1, 1990.

Inasmuch as these longevity payments are the equivalent of step increases, the panel is adopting the Union's proposal and sees no great harm to the County even if its sheriffs deputies are sometimes ahead of the pack on this benefit. The panel especially agrees with the additional step created to recognize the service of longer term employees.

Issue 3. Pension Contribution and Payment

Currently the County contributes a sum equal to 12.9% of the gross pay of bargaining unit members to a pension fund administered by the Union. Currently the contribution is submitted by the County on a quarterly basis.

Originally the Union sought to increase the contribution to 15% along with the change in delivery time. In its last offer the Union backed down on its request to increase the percentage but feels strongly about the need for the county to turn over the contributions on a bi-weekly basis.

The panel is not impressed with the County's argument that the time of submission was part of an agreement reached in 1981 and therefore should not

investment income from the amount of the contributions but other than this concern, it should not be difficult for the County to meet this demand. The fact that the current system was agreed upon in 1981 does not negate the fact that much of the Agreement was reached in previous agreements, but that's what negotiation and arbitration are all about. Therefore, the panel agrees with the Union's offer that the percentage of contribution remains at 12.9% but that the proceeds be transmitted to the Union on a bi-weekly basis.

Issue 4. Shift Differential

Currently the Agreement calls for a shift premium in certain classifications of 2% if the shift begins after noon and before 8:00 p.m. Shifts that begin after 8:00 p.m. but before 6:00 a.m. receive a shift premium of 1% of their hourly compensation. The rationale for shift premium is the dislocation it causes families. The Union therefore requests that the two "off-hour" shifts be equalized at 3%. The County sees no reason to increase costs to the County in that these are permanent shift assignments and not the swing shifts that cause the real disruption of family routines.

The panel agrees with the County on this issue and sees no compelling reason for change. These shifts apparently are desirable to some because shift choice is given on the basis of seniority and in a sense no one is forced to work these shifts since they are worked by those of higher seniority. Higher seniority is rewarded in other ways such as longevity pay. The current system and rate of differential seems to yield enough people willing to work those shifts and no change appears necessary. The panel would probably have gone along with equalizing the two "off-hour" shifts but that was not the choice available between the two last best offers. Therefore, no change is recommended.

Issue 5. Equity Adjustment for Civilian Aide Dispatchers

Civilian Aide Dispatchers in the Kalamazoo Sheriff's Department were added to the bargaining unit during the course of the current contract and classified between an F9 and an F10 in the scale. The Union requests a special equity amount to bring the civilian dispatchers closer to the amount received in most of the comparables. The County, while its last offer

provided for no change, agreed to a change if the Panel agreed to the County's wage package. The Panel is convinced that the position does deserve upgrading and an equity adjustment and this adjustment should not be held hostage to which pay package the Panel adopts. The Panel, therefore, agrees with the Union's last offer which would reclassify the Civilian Aide Dispatchers at the rate of the F16 rate of pay in the contract.

Issue 6. Clothing and Cleaning Allowance

Currently non-uniformed or "plain clothes" deputies receive \$800 toward the costs and upkeep of their clothes. This is different than the uniformed personnel are provided both the uniforms and their maintenance. The Union would add the cleaning and maintenance of the civilian clothes worn by the plain clothesmen. The County is opposed to this offer and claims that the \$800 was meant to cover the costs of maintenance of non-uniform clothes. They point to the comparables in support of their position.

The Panel agrees with the County and sees inadequate reason why ordinary civilian clothes which all workers wear should be the responsibility of the employer. Uniforms are a different category--usually more expensive both to buy and maintain but for non-uniformed regular civilian clothes, the current arrangement is adequate and does not justify adding to the County's costs.

Issue 7. Wages

The County has requested abolition of the Cost of Living Allowance. Their reasoning is that it causes the impairment of the bargaining process because the Association loses motivation for speedy and effective bargaining. This is because the members of the bargaining unit receive quarterly COLA adjustments regardless of the progress of bargaining. The Panel does not agree with this view and would hesitate to deprive the members of the Association of this earned benefit without something major in return.

However, the receipt of the COLA adjustments must be given consideration in determining a fair wage scale. Kalamazoo County is a financially well-managed county government and the Panel seeks to have them continue to be so while being fair and equitable to its Sheriff's deputies. As stated on other economic issues, the Panel must adopt one or the other of the last best offers

of the parties for each year of this agreement.

The Panel, therefore, recommends:

- 1990 - County's offer of the already receive COLA increases with no addition (except for retroactive longevity payments ordered in Issue 2).
- 1991 - The Panel accepts the Association's last offer and awards an additional \$500 to each classification in addition to the COLA adjustments. This is made retroactive to January 1, 1991.
- 1992 - The Panel accepts the Association's last offer and awards an additional \$500 to each classification in addition to the COLA adjustments.

As stated earlier the Panel rejects the County's offer to abolish COLA in the third year of the Agreement. The Panel did not have the option but would recommend that future bargaining revise the system to annual adjustments. This would make the system easier to administer as well as lessen the County's contention that it tends to slow the bargaining process.

Issue 8. Non Economic-Bargaining Unit Membership

The testimony revealed that there is confusion between the parties (as well as disagreement) as to seniority rights when a member of the bargaining unit is promoted out of the unit into a command position (lieutenant or captain) and becomes part of a different bargaining unit. While the Association offers that a command officer returning to the bargaining unit must start as a brand new member, the County would have his seniority as a command officer count toward his seniority within the Association. There is merit to both positions from the vantage point of each of the parties. On this issue it would seem that a fair compromise is possible. This compromise would add language to Article XXII, section 11 to the effect that when an Association member is promoted out of the unit he vests his seniority and if he ever returns to the unit he can claim the seniority he had accumulated in the unit. This answers the problem of someone coming in who was never a member of the Association and bumping members, while at the same time not requiring a former member of the Association to start out as a brand new recruit and lose the seniority he had accumulated in the unit. This was an alternate offer of the County which the Panel accepts.

Issue 9. Duration of Contract

The parties by their offers and briefs expect and accept that this Award is for a three year contract January 1, 1990 through December 31, 1992.

Conclusion

The Panel has attempted to resolve the issues before it in a way that is fair and equitable to the members of the Association while giving full consideration to the County's financial condition. It became apparent to the members of the Panel from the testimony of the County Administrator that Kalamazoo county is run in a fiscally responsible fashion and certainly the Panel lauds his efforts. Yet the deputies are entitled to expect improvements in their standard of living and some similarity to those law enforcement officers in the rest of the county.

While neither side will glow with satisfaction at this Award, the Panel believes it is a fair basis which along with the issues already settled by the parties.

Award

Retirees Medical Insurance

The County's offer on this issue has been adopted.

The language should read as follows:

Currently, an FOP unit member who retires at age fifty-five (55) with at least twenty-five (25) years of County service, or who retires at age sixty (60) with at least ten (10) years of County service, is eligible for continued hospitalization insurance coverage for the employee and his/her dependents. When the employee and his/her dependent obtain the age of sixty-five (65), the County is obligated to provide an insurance supplement that will ensure the retiree the same level of benefits.

A unit member who retires from County service and has reached the eligibility requirements of either of the above-mentioned standards, will continue to be eligible for the above-mentioned insurance program for themselves and their dependents. In the alternative, an employee who is at least fifty (50) years of age and who has twenty-five (25) years of service with the County Sheriff's Department may elect to retire from County service and be eligible for the County's continual payment of the employee's health insurance costs and the County's payment of eight (80%) percent of the insurance costs of the employee's dependents. When the employee electing such alternative reaches age sixty-five (65), the County shall provide the above-mentioned insurance supplement. When an employee's dependent reaches the age of sixty-five (65), the County will provide (80%) percent of the cost of such insurance supplement. An employee electing such alternative would be responsible for the payment of twenty (20%) percent of the cost of the health insurance coverage for any eligible dependent.

The alternative for retirement at age fifty (50) shall expire on December 31, 1995. The parties to this Contract have agreed that in future negotiations, any attempt by the Association to continue said program past December 31, 1995, or any attempt by the Association to initiate a similar program subsequent to December 31, 1995, must be re-costed with the relevant data available at that time. The parties further agree that future bargaining representatives and future arbitration panels convening pursuant to Act 312 would have to consider any proposal to continue such employee retirement insurance benefit program as a new cost during any time period subsequent to December 31, 1995. This will not affect those already retired.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan

Nancy Donovan
Panel Member

Dated:
August 20, 1991
Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward (Dissenting)

Issue 2. Longevity.

The Panel adopts the Union's offer on this issue.

Section 1 of Article XI be changed to read as follows:

Section 1: Employees who, as of October 1 of any given year, are on active pay status and who have or will complete five (5) or more years of continuous service, during that calendar year, with the Employers since their last hiring date shall be eligible for the following Longevity Plan:

- (a) After five (5) years of full-time continuous service, 1.75% of regular base salary as modified during the year by COLA adjustments.
- (b) After ten (10) years of full-time continuous service, 2.50% of regular base salary as modified during the year by COLA adjustments.
- (c) After fifteen (15) years of full-time continuous service, 4.50% of regular base salary as modified during the year by COLA adjustments.
- (d) After twenty (20) years of full-time continuous service, 6.50% of regular base salary as modified during the year by COLA adjustments.
- (e) After twenty-five (25) years of full-time continuous service, 8.50% of regular base salary as modified during the year by COLA adjustments.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan (Dine)

Nancy Donovan
Panel Member

Dated:
August 20, 1991
Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward

Issue 3. Pension

The Panel adopts the Union offer on this issue.

Section 1 of Article XXI be changed to read as follows:

Section 1: The County of Kalamazoo shall contribute to a Money-Purchase Pension Plan as established by Agreement on July 1, 1981. The contribution to such Pension Plan shall be a sum of money equal to 12.9% of the gross pay of the bargaining unit members covered by such plan. Payments to the Pension Plan shall be made bi-weekly and the employees contribution to such Plan has been eliminated.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan

Nancy Donovan
Panel Member

Dated:

August 20, 1991

Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward

Issue 4. Shift Differential

The Panel recommends no change from the current Agreement.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan

Nancy Donovan
Panel Member

Dated:

August 20, 1991

Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward (Dissenting)

Issue 5. Civilian Aide Dispatchers

The Panel adopts the Union's position on this issue.

Effective January 1, 1990, the Civilian Aide Dispatchers be classified and paid at the F16 rate of pay contained at Appendix A of the contract. Each subsequent contract year the Dispatchers shall be paid at the F16 rate of pay.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan

Nancy Donovan
Panel Member

Dated:

August 20, 1991

Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward

Issue 6. Clothing and Cleaning Allowance

The Panel recommends no change from the current Agreement on this issue.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan

Nancy Donovan
Panel Member

Dated:

August 20, 1991

Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward (Dissenting)

Issue 7. Wages

The Panel adopts the following regarding wages:

First year - 1990

Adopt County's offer of COLA adjustment for the first year of this Agreement.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan

Nancy Donovan
Panel Member

Dated:

August 20, 1991
Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward (Dissenting)

Second year - 1991

Effective January 1, 1991 and retroactive to said date five hundred (500) dollars shall be added to the wages in effect December 31, 1990 for all classifications and all steps. In addition, effective January 1, 1991 the appropriate cost of living allowance shall be added to each classification and each step after the application of the five hundred (500) dollar catch up pay. In addition, on April 1, July 1 and October 1 of 1991 the appropriate cost of living allowance shall be added. Application of the above offer shall result in the attached Appendix A for 1991.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan (Diss)

Nancy Donovan
Panel Member

Dated:

August 20, 1991
Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward

Third year - 1992

Effective January 1, 1992 five hundred (500) dollars shall be added to the wages in effective December 31, 1991 for all classifications and all steps. In addition, effective January 1, 1992 the appropriate cost of living allowance shall be added to each classification and each step after the application of the five hundred (500) dollar catch up pay. In addition, on April 1, July 1, and October 1 of 1992 the appropriate cost of living allowance shall be added.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan (Dis)

Nancy Donovan
Panel Member

Dated:

August 20, 1991

Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward

Issue 7. Cost of Living Allowance, (cont'd)

The Panel recommends no change in this provision.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan (Dis)

Nancy Donovan
Panel Member

Dated:

August 20, 1991

Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward

Issue 8. Non-economic Issue

The language contained within Article XXII, Section 11, of the old Contract be changed to the following:

It is hereby agreed that all administrative officers employed by the Department shall continue to have any and all previously acquired seniority rights in the Kalamazoo County Sheriff Deputies' Association frozen as of the effective date of their promotion to an administrative position. If, at a subsequent time, such administrative officer was returned to a position within the Kalamazoo County Sheriff Deputies' Association, he/she could exercise such frozen seniority for the purpose of securing a position within said unit pursuant to the other provisions contained within Article XIX of this Agreement.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan

Nancy Donovan
Panel Member

Dated:
August 20, 1991
Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward (Representing)

Issue 9. Duration

This Award proposes that the Agreement be for the three (3) year period of January 1, 1990 till December 31, 1992.

Respectfully submitted,

Bernard Klein

Bernard Klein
Panel Chair

Nancy Donovan

Nancy Donovan
Panel Member

Dated:
August 20, 1991
Kalamazoo, Michigan

Michael Ward
Panel Member

Michael Ward