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**STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION**

**In the Matter of Arbitration Under  
Act 312 (Public Acts of 1969):**

**MERC Case No. G94 J-3010**

**LAKE COUNTY BOARD OF COMMISSIONERS**

**-and-**

**COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM)**

**OPINION AND AWARD**

<u>Chairman of Arbitration Panel:</u>	Barry C. Brown
<u>County Delegate:</u>	John McGlinchey
<u>Union Delegate:</u>	Patrick Spidell
<u>Representing County:</u>	John McGlinchey
<u>Representing Union:</u>	William Birdseye
<u>Conference at MERC:</u>	January 31, 1996
<u>Opinion &amp; Award Issued:</u>	May 07, 1996

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

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**I. STATEMENT OF THE CASE:**

The labor organization, Command Officers Association of Michigan (COAM), filed a petition for arbitration pursuant to Act 312, PA of 1969 as amended (MCLA 423.231, et seq.). The union asserted in its petition dated August 23, 1995, that it had engaged in good faith bargaining with the

employer, the County of Lake, on behalf of the county's sheriff's department sergeants and an impasse in negotiations had been reached. On September 15, 1995, the employer filed its answer to the above described petition with the Michigan Employment Relations Commission (MERC). On September 21, 1995, MERC Commissioner, C. Barry Ott, appointed Barry C. Brown as the impartial arbitrator and chairperson of the arbitration panel in this matter.

The parties established the unresolved issues and the hearing procedures to be followed in a pre-hearing conference conducted on January 31, 1996. The chairman encouraged continued discussions by the parties and he effected a stipulated award which was accomplished without a formal hearing, exhibits and briefs. The parties agreed on a three year agreement which would be in effect until December 31, 1997.

The issues before the panel for resolution are:

Union:

1. Wages
2. Pension-Employee Contribution
3. Pension-Multiplier
4. Pension-Age and Service
5. Optical Plan
6. Vacation Amount
7. Sick Leave Carryover

Employer:

1. Health Insurance
2. Family and Medical Leave

As provided by Act 312, the Arbitration Panel is comprised of a delegate chosen by each party to the dispute, and an impartial chairperson selected by the Michigan Employment Relations Commission. The current Panel is comprised of Chairperson Barry Brown, Robert Hiltz, panel

member selected by the county, and Patrick Spidell, panel member selected by the union. Pursuant to the Act, the Panel shall adopt the final offer of settlement by one or the other party for each economic issue. The parties agreed that all issues were economic. The parties also stipulated and the panel agreed that all Act 312 statutory time limits were waived. Further, the parties agreed that the new contract (1994-1997) would consist of the terms of the predecessor agreement (1991-1994) as modified by the parties' settlements on various issues and also as modified by this panel's award on the issues still in dispute.

## **II. THE STANDARDS FOR THE PANEL'S DECISION:**

In pertinent part, Section 9 of Act 312 sets forth the following factors upon which the Panel's decision must rest:

[T]he 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 these 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.

### **III. STIPULATED AWARD:**

The following contract sections were modified to resolve the impasse in bargaining described above:

#### **ARTICLE XIV INSURANCE AND PENSION**

##### **14.1 HOSPITALIZATION INSURANCE**

A. During the term of this Agreement, and after the first six (6) months of employment, the Employer agrees to pay the required premiums for each full-time employee under the employee's hospitalization insurance program with Blue Cross-Blue Shield. The Employer agrees to pay one hundred percent (100%) of spouse and dependent coverage for full-time employees.

B. The Employer may change and/or add to the health insurance coverage the following at any time after August 1, 1989:

\$3.00 drug rider;  
second surgical opinion rider;  
predetermination rider

C. Anytime after the execution of this agreement by both parties in 1991, the Employer shall change the health insurance as follows:

1. Provide for a prescription rider co-pay of \$5.
2. Provide for a \$275/550 DRI hospital deductible.

D. Employer Health Deductible Fund. The Employer will contribute up to

\$2,000.00 per year (example: if starts July 1, 1991, \$1,000.00 for the balance of the year), to a fund after the insurance changes in this Section C take effect. Such money shall be used to reimburse employees for health insurance deductible payments noted in this Section C, but excluding the drug rider. The \$2,000.00 fund will be used to pay the cost over \$100.00 for single coverage up to \$275.00 (i.e. \$175.00 maximum payment) or over \$200.00 for two-person coverage or full family hospital DRI deductible up to \$550.00 (i.e. \$350.00 maximum payment). If the total cost exceeds the \$2,000.00 fund, the fund shall be pro-rated among the users. The Employer will reimburse employees within thirty (30) days after close of the year, currently, December 31st. The \$2,000.00 maximum for each year and any remaining funds from year to year will not be added to another year. The \$2,000.00 fund is for this bargaining unit and for the deputies'/correction officers'/animal control officers' bargaining unit.

**14.5: Dental Insurance.** Effective January 1988, the Employer agrees to provide a 50-50-50 Dental Insurance program for full-time employees, including dependent coverage.

**14.6: Selection of Insurance Carriers.** The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 14.1 through Section 14.5, to be a self-insurer, either wholly or partially, with respect to such insurance programs and to choose the administrator of such insurance program, provided the level of such benefits remains the same. The Union shall be notified prior to any change.

**14.7: Continuation of Benefits.** There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire, or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or occurred. If an employee is granted a sick leave, the Employer agrees to continue its premium payment for not more than one (1) month, not counting the month in which such sick leave commenced.

**14.8: Retirement Plan.** During the term of this Agreement, the present MERS C retirement program shall be continued on the same terms and conditions that existed prior to the execution of this Agreement. Effective January 1, 1996, or as soon as reasonably possible thereafter, according to MERS rules and requirements, the Employer shall improve the pension to MERS level C-2 with a B-1 base and a normal retirement after 25 years of service and age 50. The Employer shall assume the full cost of the improvements not to exceed 3% of payroll as actuarially determined by MERS. The employees shall pay costs over 3%, if any.

## APPENDIX A

- I. The following wage scale shall become effective as of the first pay period beginning on or after January 1, 1995:

Effective January 1, 1995

### Classification

#### Road Sergeant or Detective Sergeant:

Annual	\$27,102
Hourly	\$13.03

- II. The following wage scale shall become effective as of the first pay period beginning on or after January 1, 1996:

Effective January 1, 1996

### Classification

#### Road Sergeant or Detective Sergeant:

Annual	\$27,102
Hourly	\$13.03

- III. The following wage scale shall become effective as of the first pay period beginning on or after January 1, 1997:

Effective January 1, 1997

### Classification

#### Road Sergeant or Detective Sergeant

Annual	\$27,914
Hourly	\$13.42

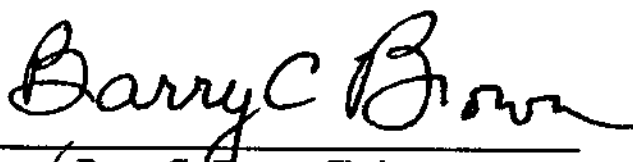
- IV. Retroactive pay increases shall only be provided to employees who are employed on the date of ratification by the parties.

In all other respects, the contract was unchanged or the parties had agreed to contract changes

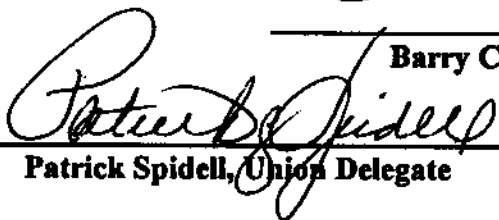
apart from the statutory arbitration proceedings.

**IV. CONCLUSION:**

The county and union panel members sign this overall award to indicate their adoption of its terms, but they also noted that they had dissented on some issues and that their signature is a recognition that a majority of the arbitration panel did support each award on each separate issue. This stipulated award was reached after a full consideration of the factors set forth in P.A. 312 of 1969.



Barry C. Brown, Chairman



Patrick Spidell, Union Delegate



John McGlinchey, County Delegate