

**STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION**

In the matter of Act 312 Arbitration between:

OSCEOLA COUNTY,

Employer,

and

POLICE OFFICERS LABOR COUNCIL,

Union.

Case No. L00 J-7021

Arbitration Panel:

Jerold Lax, Chairperson

Larry Emig, Employer Delegate

Tom Reed, Union Delegate

Appearances:

For the Employer:

David G. Stoker
Cohl, Stoker & Toskey, P.C.
601 North Capitol
Lansing, MI 48933

For the Union:

Mark P. Douma
John A. Lyons, P.C.
675 E. Big Beaver Rd.
Troy, MI 48083

OPINION AND AWARD

I. Introduction.

This Act 312 arbitration proceeding involves Osceola County (hereinafter "County") and the Police Officers Labor Council (hereinafter "Union"), representing approximately 10 officers employed by the County Sheriff's Department.

The last collective bargaining agreement between the County and the Union covered the period January 1, 1998 through December 31, 2000. The parties bargained concerning a new agreement and tentatively agreed to all issues except wages and health insurance. After the

parties failed to agree upon these issues, the Union filed a petition for arbitration under Act 312 of the Public Acts of 1969 (MCL 423.201 et seq) on December 16, 2000.

Jerold Lax was appointed impartial chairman of the arbitration panel on July 13, 2001. During a telephone prehearing conference among the chairman and representatives of the parties on August 27, 2001, the parties requested that a further prehearing conference be held at the Osceola County Building on October 23, 2001. At the August 27, 2001 conference, the parties stipulated as follows:

1. Statutory time limits for completion of award are waived.
2. Hearing and transcript are waived, the matter to be decided by the panel based on the following documents submitted and received as exhibits:
 - A - The collective bargaining agreement 1998-2000;
 - B - Comparable data from Arenac, Gladwin, Kalkaska, Missaukee, Oceana, Ogemaw, and Wexford Counties, which are to be regarded as comparables for this case only and not as a precedent for future cases;
 - C - The County's final proposal on wages and health insurance;
 - D - The Union's final proposal on wages and health insurance;
 - E - Tentative agreements between the parties, which are to be incorporated in the final award.
3. Current contract language shall be carried over into the new contract except as modified by the award of the panel on wages, health care, and tentative agreements. Any other issues are waived.

The following summarizes the conclusions of the panel, with concurrences and dissents appropriately noted. All panel members are in agreement that this award shall be regarded as timely under Act 312. In rendering this award, the panel has adhered to the directive of Section 9 of Act 312 that it base its findings, opinion and order upon the following factors, as applicable.

1. The lawful authority of the employer;
2. Stipulations of the parties;
3. The interest and welfare of the public and the financial ability of the unit of government to meet those costs;
4. 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.
5. The average consumer prices for goods and services, commonly known as the cost of living;
6. 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;
7. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings;
8. 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 sector or in private employment.

Further, the panel has adhered to the directive of Section 8 of the statute that it adopt the best offer of settlement which, in the opinion of the panel, more nearly complies with the applicable factors prescribed in Section 9. The panel notes, however, that with regard to any particular issue, each Section 9 factor need not be accorded equal weight. *City of Detroit v Detroit Police Officers Association*, 408 Mich 410 (1980).

II. Resolution of disputed issues.

(1) Wages.

The Union proposed wage increases for 2001, 2002, and 2003, respectively, of 3%, 4%, and 4%, while the County proposed wage increases for the same periods of 3%, 3.5%, and 3.5%. Considering the statutory factors, the majority of the panel concludes that the wage proposal of the Union should be awarded with any increases retroactive to the years in question. Panel member Emig dissents.

(2) Health Insurance.

The Union proposed that the health insurance and prescription provisions of the 1998-2000 contract should be carried over into the new contract, while the County proposed the following:

Health Insurance: Effective 01/01/02, Current Health Plan (PPO2 benefit level) \$20 per month contribution from employee. Effective 02/01/02 and each subsequent renewal, the employee contribution will increase by the percentage of the premium increase, with a maximum employee contribution of \$30 per month.

Effective 01/01/02, Osceola County will carry a \$15/\$30 prescription drug card. Upon submission of proof of the prescription purchase (must be prescription receipt) to the county Clerk's Office, the County will reimburse, within 72 hours, the employee \$5.00 of the \$15 generic prescription cost of \$20 of the brand name prescription for an employee co-payment of \$10.00. This will result in a \$10 employee co-payment for each prescription.

Employees who elect not to participate in the County's health and/or dental insurance program may, upon proof of other coverage for health and/or dental insurance, opt out of the County's program. In lieu of insurance, the employee will be compensated 50% of the annual premium expenses, based on the coverage the employee would have qualified for (single, couple, family) to be paid in a lump sum check, separate from regular payroll, in the first pay period of December each year. If an employee should separate from the county, the amount due to the employee will be paid upon separation.

Considering the statutory factors, the majority of the panel concludes that the proposal of the County should be awarded. Panel member Reed dissents.

III. Tentative Agreements.

The panel determines that the tentative agreements of the parties dated 2/9/01, 2/23/01, 3/19/01, 4/18/01, and 10/23/01, which are attached to this award as Appendix A, shall be included in the contract.

This award is issued January 15, 2002.



Jerold Lax, Chairman

Larry Emig
Larry Emig, Employer Delegate

Tom Reed, Union Delegate

Larry Emig, Employer Delegate

Tom Reed

Tom Reed, Union Delegate

TENTATIVE AGREEMENT

FEBRUARY 9, 2001

POLC - ROAD PATROL

The following items have been tentatively agreed upon by the Union and Co-employers.

1. Section 6.2 Language change of "May" to "Shall" as noted in part "A."
2. Section 7.2 Leave language the way it is.
3. Section 7.3 Change language to reflect "within ten (10) days of the date."
4. Section 9.4 g - Delete "Leave of Absence," and "otherwise excused", add "employer is notified."
5. Section 11.7 a - 12 hours per day shall be credited with four days (48 hours)

Larry Erwig

Tom Ruff, / Polc Rep.

Don Williams

James Crawford

**TENTATIVE AGREEMENT
BETWEEN THE
POLICE OFFICERS LABOR COUNCIL
AND THE
OSCEOLA COUNTY BOARD OF COMMISSIONERS
AND THE
OSCEOLA COUNTY SHERIFF**

02/09/01 and 02/23/01

Section 1.2 (b) Definitions –Delete section addressing part-time employees.

(d) – Union proposal withdrawn, language will remain in contract. Delete reference to part-time employee.

Section 2.2 - Lost Time – add the wording “negotiate contracts” after grievances in the first sentence.

Section 9.4 (f) Loss of Seniority – He/She is convicted or pleads guilty or nolo contendere to a felony, or he/she commits any crime which causes the officer to be decertified under MCOLES standards.

Section 9.5 Job Vacancies – Delete the word “preference” in the second sentence.

Section 10.1 (a) – Layoff – No permanent or probationary employee shall be laid off from his/her position in the bargaining unit while any part-time, temporary or irregular employees are serving in the same position in the bargaining unit.

New proposal for Section 10.1 regarding layoff was withdrawn.

Section 11.7 (b) – Paid Sick Leave – An employee eligible for paid sick leave may use such leave when he is unable to perform his duties because of illness, injury or stress.

Section 12.2 (d) – Holiday Eligibility – An employee who voluntarily agrees to work on a holiday but is unable to report for work but notifies the Sheriff's Department shall be entitled to holiday pay, but may not use or be charged with a sick, personal or vacation day.

Section 13.3 – Vacation Period – Delete “Act 312 Arbitration” language.

Section 14.1 – Work Day and Tour of Duty. The normal work day shall consist of eight (8), ten (10) or twelve (12) consecutive hours. Employees shall normally work one hundred sixty (160) hours in a twenty-eight (28) day tour of duty. (Union withdrew proposal for vote of road officers regarding shift)

Section 14.2 (a) – Overtime – Add 12 hour shift after 12 hours.

Section 14.8 – Lunch/Coffee Breaks – Each employee shall be limited to a one-half (1/2) hour lunch break for each shift. In addition, each employee shall be limited to two (2) fifteen (15)

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AND THE
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OSCEOLA COUNTY SHERIFF

03/19/01

Section 1.1 Recognition Clause: Collective Bargaining Union – The Employer recognizes and acknowledges that the Police Officers Labor Council, hereafter called the “Union” is the exclusive representative in collective bargaining with the Employer for:

Section 9.6 Transfer Outside of Bargaining Unit: “An employee in a classification subject to the jurisdiction of the union, who has in the past or will in the future be promoted to outside the bargaining unit and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position, beyond six (6) months from date of promotion. An employee will lose all seniority in this bargaining unit and will start at the bottom of the seniority list as called for in 9.1 definition of seniority if worked more than six (6) months in a supervisory position within the Osceola County Sheriff’s Department.

Section 12.2 Holiday Eligibility: Section “a” – Withdrawn.

Section 12.2 Holiday Eligibility: Section “c”, The employee must not be on a disciplinary suspension of 3 or more days.

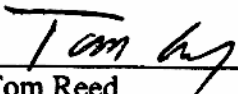
Section 14.6 Shift Assignment – Add last sentence “Shift positions will be presented to the union employees once every four (4) months for road patrol and 416 patrol.”

New Section request regarding eye surgery withdrawn by union.

Section 17.3 Personal Property – Employees who use their own flashlight for road patrol duty can have the battery replaced once per contract, at a cost not to exceed \$30.

For the Union:


For the Employer:



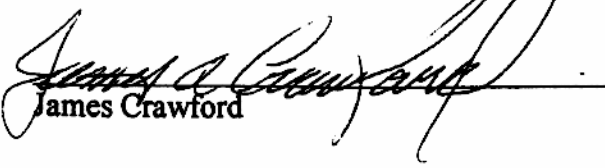
Tom Reed



Larry Emig



Don Williams



James Crawford

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04/18/01

NON-ECONOMIC

Section 1.1 Recognition Clause: The Employer recognizes and acknowledges that the Police Officers Labor Council, hereafter called the "Union" is the exclusive representative in collective bargaining with the Employer for:

All full-time law enforcement personnel of the Osceola County Sheriff Department, including road deputies, detectives, court officers, snowmobile and marine officers, BUT EXCLUDING the Sheriff, undersheriff, sergeants, lieutenants, corporals, corrections officers, secretary, cook and all other Employees.

Section 11.8 Family Medical Leave Act – Union proposal withdrawn.

Section 9.5 Job Vacancies, New Section "c" – Court, DARE, School Liaison, and K-9 officers may request to leave their position with sufficient notice to post and train another officer. To request a change of position, the officer must have served at least two (2) years in the position.

Section 14.12 New Section Regarding Taking Vehicles Home – Union proposal withdrawn.

Section 15.4 Sick and Accident – Union proposal withdrawn.

Section 15.5 Workers Compensation - Union proposal withdrawn.

ECONOMIC

Section 11.6 Personal Leave Time - Full-time employees covered by this Agreement shall be allowed thirty-six (36) hours of personal leave time with pay each calendar year. For new employees allowable personal leave time shall be prorated at (9) hours per quarter. All requests for personal leave time must be made to the Sheriff or his designee twenty-four (24) hours in advance of the date requested. The amount of personal leave time to be taken at any one time shall be determined by the Sheriff or his designee. A request for personal leave time may be denied if the absence of the employee would

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unreasonably interfere with the services required to be performed by the Department. Emergency personal leave may be granted with 8 hours notice, if possible.


Section 11.6 (a) Ambulance – New language – Union proposal withdrawn.


Section 12.4 Holiday Work – Union proposal withdrawn.

(New paragraph): If an officer dies while in the line of duty, the employer will continue health insurance coverage for three (3) additional months for the officer's covered dependants.

Section 22.1 Benefits Upon Retirement, Death or Termination – Change 2nd paragraph, 2nd sentence to read: "Accrued benefits to be paid shall include 100% of sick and vacation time remaining, at the regular hourly rate of pay of the employee. The rest of the paragraph language will remain the same.

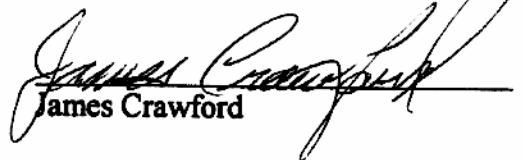
For the Union:


Tom Reed


Don Williams

For the Employer:


Larry Emig


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**TENTATIVE AGREEMENT
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10/23/01

Retirement Program: B-3, V-8, FAC-5, 1 % employee contribution
implemented last day of contract.

For the Union:

Tom Reed
Tom Reed

Don Williams
Don Williams

For the Employer:

Larry Emig
Larry Emig

James Crawford
James Crawford