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In The Matter of Arbitration
between
County of Monroe
and
Fraternal Order of Police - Unit II

MERC Case No. D80 I-3862

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Background

The contract between the County of Monroe and the Fraternal Order of Police - Unit II expired on December 31, 1980. Attempts at negotiating a new Agreement took place but reached an impasse so that Mr. John Lyons, Attorney for the Union, filed a request for arbitration on October 8, 1981 pursuant to Act 312 Public Acts of 1969 as amended. After continued negotiations and mediation the Michigan Employment Relations Commission on January 27, 1982 appointed Dr. Bernard Klein chairman of the arbitration panel while the Union chose as its member Mr. Eljay Bowron and the County chose as its member Mr. Clayton J. Charron. Mr. David Wood presented the case for the County and Mr. John Lyons represented the Union.

At the time of the filing of the petition, the outstanding issues between the parties were those of wages, vacation improvement, hospitalization changes, holiday change, sick day change and pension change.

A pre-arbitration conference between the panel and the parties was held on March 12, 1982 at which time a schedule of hearings was agreed upon, the first to be held on May 10, 1982. In addition, the parties were to exchange

Monroe, County of

Klein, Bernard

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exhibits and agree upon comparables before the May 10, 1982 meeting. By the May 10, 1982 meeting the parties had reached agreement on several more issues and continued to negotiate off and on during the course of the hearing. They both requested a recess of the hearing to continue their negotiations. An earlier agreement on a June 9, 1982 date was kept available should the parties fail to reach agreement.

A hearing was held on June 9, 1982 and by that time the outstanding differences between the parties had been narrowed down to wages, especially the issue of retroactivity for those who left the county service, holiday change, hospitalization change, duty disability and pension change. During a recess in the hearing agreement was reached on the question of duty disability. Exhibits were presented, witnesses summoned and worthwhile discussion held on the remaining outstanding issues.

At the conclusion of the hearing it was agreed that the parties would exchange and present their last offers by June 16, 1982 and exchange and present their position papers by June 30, 1982. Both parties agreed that the outstanding issues were economic ones and that the panel would have to choose between either party's last offer on each of the issues.

Issues and Positions of the Parties

Wages

Both parties are in agreement that there should be an 8% pay raise for the year 1981 for the members of this bargaining unit.

Both parties are in agreement that there shall be another 8% for 1982 and both agree that the costs of the additional hospitalization coverage and the costs of the pension improvements (Though they differ on the improvements requested and offered) would be deducted from the 8% for the year of 1982.

The parties are in disagreement over retroactivity of these increases for employees of the unit who have left the employ of the County prior to this Award. The County believes that their having left their employment removes them from the purview of the Public Act 312 and are therefore irrelevant for purposes of this Award even if they were employed for a portion of the period since January 1, 1981 to the date of this Award. The Union believes that the retroactivity of the Award should also include those who were in the Unit during any of the period covered by this Award since they earned it even if it was not part of the conditions under which they worked at the time. Though they are no longer employed by the County, the Union contends that they are subject to the contract and any arbitration awards for the period worked.

Holiday Change

The Union requested that when either Christmas Eve or New Year's Eve came out on a Saturday or Sunday it be treated as a holiday so that those who worked those days would receive holiday pay as they do if those holidays come out on a week day. The Union feels that people who work those days whenever they come out should be treated equally. The County believes that it is a fair system and that if it is to be changed, it be changed in the collective bargaining process and not be the subject of an award.

"Me too" Clause

The Union wishes a clause in the Award that would guarantee at least the differential now in existence between Unit I (Sheriff Deputies) and Unit II (Command officers, the subject of this award). Thus if the award to the Deputies is higher than this one, they believe that this Unit should get that amount.

The County is opposed to the inclusion of such a clause since they believe the Union should have negotiated and arbitrated both units at the same time and it is the Union not the County which split the Union into two bargaining units.

Duty Disability

During the arbitration process the Union accepted the County's offer on duty disability. Exhibit D of the existing contract is to be changed by the insertion of the language contained in the County's offer on this subject. This was part of the County's final offer and submitted as an attachment.

Pension

This was one of the more controversial items to be arbitrated. Both sides agreed on the County's offer to pick up the employee contribution to the pension as of January 1, 1982. This, it was also agreed, would come out of the 8% increase awarded effective January 1, 1982. It was agreed that employees in the Unit as of the date of this Award would be reimbursed for any contributions made by them to the system since January 1, 1982. It was agreed that this would not apply to those who left the system since they would have withdrawn their contributions or started receiving benefits when they left their employment.

Both sides agreed that the pension should be computed by taking the years of service multiplied by 2% of the average final compensation with a maximum of 75% of the average final compensation. Both sides also agreed that the County would pay the current employee contribution of 3% of the first \$7,800 of compensation and 5% of compensation in excess of \$7,800.

The area of controversy in the pension question is the Union's demand of

a change in the age and years of service requirement in the pension system. Currently a member of the unit must be at least 55 years of age and have at least 30 years of service to be eligible for retirement benefits. The Union demands that this be changed to age 50 with 26 years of service effective January 1, 1982 and then age 50 and 25 years of service effective January 1, 1983. The Union cites several comparable systems, especially that of the City of Monroe Police Department which is located in the same building as the Monroe County Sheriffs and has similar duties. They also cite Wayne County which doesn't have a minimum years of service requirement with the age 50 requirement. The County points to other counties which have the same or higher requirements than does Monroe County. The County sees no practical reason for the change which would set the Sheriff employees apart from the other county employees. The Union considers that irrelevant especially since the added costs of the change will by common agreement come out of the 8% pay raise due from January 1, 1982. Another argument presented by the County is that the Monroe Police are not covered by social security as are the sheriffs (an additional cost to the County) while the Union again claims that the additional cost is being deducted from the employees 8% raise.

Arbitrators' Opinion and Award

Wages

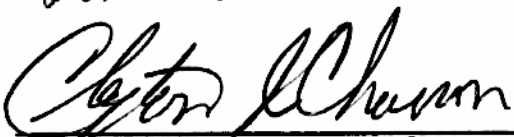
The arbitrators are of the opinion that the 8% pay raise retroactive to January 1, 1981 be made to all members of the unit who were employed by the Sheriffs Department during any portion of the 1981 calendar year. It is the opinion that those employees performed their duties, abided by the provisions of Public Act 312 and therefore should receive the pay raise for the period of time worked. The arbitrators are cognizant of the added burden of record keeping imposed on the County but feel that it is a matter of simple fairness.

The arbitrators also are awarding an additional pay raise of 8% retroactive to January 1, 1982. However from this 8% there is to be deducted the costs of the additional riders on the hospitalization plan (ML-LAB, D 45 M, and FAE-RC) and the costs of the changes in the pension plan. The pay raise is to be made retroactive to January 1, 1982 for all employees of the unit who were so employed during any portion of 1982 for the same reasons as the 1981 increase.

The requirements of this portion of the Award are to be implemented no later than the pay period of October 15, 1982.



Bernard Klein, Panel Chairman


Eljay Bowron, Panel Member


Dissenting Clayton J. Charron, Panel Member

Duty Disability

The parties have agreed and the arbitrators have agreed that the County's offer as presented in Exhibit D attached to their last offer on June 15, 1982 is to be implemented. This exhibit is to be incorporated to the appropriate language of the existing agreement.


Bernard Klein, Panel Chairman


Eljay Bowron, Panel Member

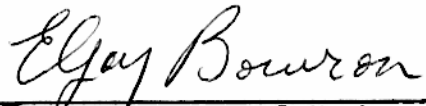

Clayton J. Charron, Panel Member

Holidays

The Union requests that the holidays of Christmas Eve and New Year's Eve be treated as holidays regardless of whether they occur on a Monday to a Friday or a Saturday or Sunday. Currently if they occur on a Saturday or Sunday they are not counted as holidays for payroll purposes. It is the opinion of the arbitrators that since this issue does not arise during the period covered by this Award, the issue becomes a proper subject of negotiation in the negotiations for the next agreement and are not changed by this Award.


Bernard Klein, Panel Chairman


Clayton J. Charron, Panel Member

Dissenting 
Eljay Bowron, Panel Member

"Me Too" Clause

The Union has requested that a clause be inserted into the Award that would guarantee that if an award of greater magnitude is granted to Unit I (Deputies) in their arbitration with the County, that would also be granted to this unit. It has come to the attention of this panel that this will not be the case and therefore the issue is irrelevant for the time of this Award. If the Union still desires such a clause as an enunciated principle, it should become another fit subject for negotiation of the next Agreement. Another approach would be a return to combined negotiation between both Units and the County, but this is of course left to the discretion of the parties.

Bernard Klein
Bernard Klein, Panel Chairman

Clayton J. Charron
Clayton J. Charron, Panel Member

Eljay Bowron
Eljay Bowron, Panel Member

Pension Plan

The Union has accepted the County's offer to pick up the employees contribution to the pension system effective January 1, 1982. It is understood that this cost would also be deducted from the 8% pay raise effective January 1, 1982 for those members of the Unit at the time of this Award. The pension plan is to be computed by taking 2% of the employees final average compensation times the years of service to a maximum of 75% of final average compensation.

The Union also requested a change in the age and service requirements of of the pension system from the current age 55 and 30 years service to

January 1, 1982 - Age 50 and 26 years of service

January 1, 1983 - Age 50 and 25 years of service

The County is opposed to this change and favors retention of the current system.

The panel agrees to the change for the following reasons:

1. There are several other systems in the area that already have these age and service requirements including the Monroe Police Department located in the same building as the Sheriffs Department. The County's argument that the Monroe Police are not covered by the social security system as are the Sheriffs does not mitigate against the change. While this is of course an added cost to the County, the employee is not eligible for social security retirement benefits until many years after either the current or the recommended change in age requirement.
2. The additional cost of the age and years of service requirement are to be deducted from the 8% pay raise of January 1, 1982.
3. The setting of the different system for the Sheriff's Department and the rest of Monroe County government is not unusual elsewhere. The employment is somewhat different and can be justified.

Therefore effective January 1, 1982 the age requirement for the pension system is 50 years and 26 years of service and effective January 1, 1983 the age requirement is to be 50 and 25 years of service. The costs of this change is to be deducted from the 8% pay raise effective January 1, 1982.

Bernard Klein
Bernard Klein, Panel Chairman

Eljay Bowron
Eljay Bowron, Panel Member

Dissenting

Clayton J. Charron
Clayton J. Charron, Panel Member

The panel wishes to express its thanks for the cooperation of the parties and the help of the staff of the Michigan Employment Relations Commission.

Respectfully submitted

Dated: September 7, 1982
Detroit, Michigan

Bernard Klein
Bernard Klein, Panel Chairman

Eljay Bowron
Eljay Bowron, Panel Member

Clayton J. Charron
Clayton J. Charron, Panel Member