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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

ARBITRATION UNDER ACT 312, P.A. 1969 AS AMENDED,
BETWEEN:

MONTCALM COUNTY BOARD
OF COMMISSIONERS (Board)

MERC CASE NO. 078-F962

-and-

F.O.P. MONTCALM COUNTY
LODGE 141 (Lodge)(Union)

LABOR AND INDUSTRIAL

Michigan State University

OPINION AND AWARD

APPEARANCES:

ARBITRATION PANEL:

CHAIRMAN - Mario Chiesa

LODGE DELEGATE - Frank Grannis

BOARD DELEGATE - Larry Merrill

APPEARING ON BEHALF OF THE

LODGE: - Alfred J. Fortino, Attorney
Warwick Professional Center
175 Warwick Drive, Box 587
Alma, Michigan 48801

APPEARING ON BEHALF OF THE BOARD:

- Charles E. Minner
Charles Minner & Associates
4710 W. Saginaw
Lansing, Michigan 48917

INTRODUCTION

Prior to the actual commencement of the hearing, the parties and the chairman met for a pre-arbitration conference. This conference took place on February 13, 1979, at Mr. Fortino's office in Alma, Michigan.

The hearings took place on April 18, 1979 and July 9, 1979, at the Montcalm County Courthouse. Both parties agreed to the time, dates and location for the hearings.

Montcalm County

The parties agreed to waive the time limits contained in the statute and further agreed that all statutory prerequisites had been fulfilled and the matter was properly before the panel for adjudication on its merits.

The parties further agreed that the total award in this matter shall be comprised of: the awards issued by the panel, all settlements and tentative agreements, and prior contract language which was not modified by the panel's awards, tentative agreements and/or settlements.

The chairman received the transcript a few days ago and this opinion and award is being issued as soon thereafter as possible.

ISSUES

There were quite a few outstanding issues at the pre-arbitration conference. Nevertheless, through diligent effort the parties reduced the amount of outstanding issues and came to the hearing with only four economic issues. The economic issues were: wages, hospitalization insurance, disability insurance and longevity.

Initially, the parties could not agree on the duration of the new Collective Bargaining Agreement. However, at the opening of the hearing, the parties agreed that the new Collective Bargaining Agreement would have a two-year duration, commencing July 1, 1978, and terminating on June 30, 1980. Obviously, an agreement of such a nature greatly lightens the burden placed upon the arbitration panel.

STIPULATIONS, FACTS AND FINDINGS

It must be noted that Act 312 of 1969, as amended, specifically provides that one of the basis which a panel may use

in formulating an award is stipulations entered into by the parties. The chairman is rather pleased that the legislature drafted the statute to accommodate such agreements because in this case, the parties were able to stipulate to an entire agreement, with only one possible reservation.

It is true, as a result of the willingness to confront and discuss problems and because of the tremendous amount of effort expended by the participants, the parties were able to stipulate to all the provisions of a new Collective Bargaining Agreement with perhaps one reservation. The conduct of the parties have saved them and the State of Michigan a rather substantial amount of time and expense. In addition, there is no question in the chairman's mind that an agreed to Collective Bargaining Agreement is probably two hundred percent better for the parties than any agreement which may have been the result of this panel's actions. Frankly, both parties are to be congratulated.

Thus, this panel will adopt all of the stipulations and pronounce that they comprise the panel's awards in all areas.

1. Wages

The parties have agreed that the following provisions shall be adopted as the settlement of this issue:

On July 1, 1978, there shall be a six (6%) percent across-the-board wage increase. On April 1, 1979, there shall be an additional six (6%) percent across-the-board increase. On July 1, 1979, there shall be an additional six (6%) percent across-the-board increase. On January 1, 1980, there shall be an additional six (6%) percent across-the-board increase. Additionally, the practice

of paying dispatchers who are also performing duties as matrons, an additional \$200.00 per year for services as matrons, shall be continued.

This agreement is fully retroactive and the Board agrees to implement the new wage rates on the first pay period following receipt of this award. Retroactive payments will be figured and paid as soon as possible from the date the award is received.

2. Hospitalization Insurance

The parties have agreed that the following shall be the award in this matter:

The present hospitalization provisions contained in the prior Collective Bargaining Agreement shall continue, but with the addition of master medical option V.

This provision will be effective as soon as the carrier can implement it after the date of the award.

In addition to the above, there is an agreement which states:

Retiree, _____ shall have his health insurance premium paid by the County until he reaches eligibility for Medicare or Medicaid. This provisions shall be effective upon the issuance of this award.

3. Disability Insurance

The parties have agreed that the County is going to provide, at no cost to the employees, that policy of disability insurance which is issued by Imperial Life of Canada and which costs approximately \$2,300.00 per year.

The parties agreed that the policy will be implemented as soon as possible after the issuance of the award.

Further, the panel reserves jurisdiction in order to litigate this single issue if the need arises. Attached hereto is Exhibit 1, which, however, seems to indicate that the need will not arise.

In addition, the parties have agreed that in no event will the amount received from disability coverage exceed 100 percent of the net pay of the individual which is defined as gross pay less taxes.

4. Longevity Pay

This matter was withdrawn.

There were also a number of tentative agreements which were entered into by the parties and which shall become part of this award. They are as follows:

1. Court Time

Section 52 of the prior Collective Bargaining Agreement shall now read as follows:

Section 52. Call-back Pay and Court Time.

Effective January 1, 1977, employees called to work at times other than their regular shift for emergency work shall receive two (2) hours pay or work at time and one-half (1 1/2) their straight time regular rate. Effective upon the issuance of this award, employees required to appear in court on their off-duty hours, shall receive a minimum payment of two (2) hours pay. They shall also be paid time and one-half (1 1/2) from the time of their appearance as stated on the subpoena, until the time they are released by the prosecutor. In addition, the employee shall receive any mileage fees, but subpoena fees will be turned over to the County.

The next agreement concerns shift differential and it will be a new section in the contract.

Section 29A - Shift Differential

Effective June 30, 1979, each employee shall be paid in addition to all other pay and benefits, an additional ten cents per hour for all hours worked on the second and third shifts.

Obviously, this agreement is retroactive to June 30, 1979, and shall be paid as soon after the issuance of this award as possible.

The parties have also agreed to a tentative agreement regarding false arrest and liability insurance. It will be a new section in the contract.

Section 41A - False Arrest and Liability Insurance

The employer agrees to provide, at no cost to the employees, a \$500,000 arrest, false arrest and public liability insurance policy, covering members of this unit.

This agreement shall go into effect as soon as possible after the award is issued.

The parties have also agreed to a modification of Section 40 - Retirement, which shall read as follows:

Section 40 - Retirement

The County agrees to continue the present program of retirement benefits.

The parties have also entered into an agreement regarding Section 51 - Overtime Premium. The language contained in Section 51 will not be changed, but the following shall also appear:

Section 51 - Overtime Premium

The intent of the parties is not to change any of the wording of Section 51, and the intent

would be for any employee who has hours reserved in the bank as outlined in the section, he or she would not lose those hours.

The above constitutes the agreements regarding all of issues in dispute at the hearing, along with all of the tentative agreements entered into by the parties.

As its award, the panel orders that all of the language contained in the prior Collective Bargaining Agreement shall continue in full force and effect and be contained in the new Collective Bargaining Agreement, except as said language is modified by the stipulated awards and tentative agreements aforementioned herein.

Again, the panel reserves jurisdiction regarding the disability insurance issue, but presumes that an exercise of that jurisdiction will not be necessary.

PANEL MEMBERS' SIGNATURES

The signatures placed hereon by the panel members indicate that the panel members agree with the awards and thus the disposition of this matter, but do not necessarily agree with other statements made by the chairman.

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CHAIRMAN

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LODGE DELEGATE

151
BOARD DELEGATE

Dated: August 11, 1979

County of Montcalm
Exhibit 1 Board of Commissioners

P. O. BOX 368
STANTON, MICHIGAN 48888

July 10, 1979

County of Montcalm
Sheriff's Department
Stanton, Michigan 48888

Attention: Sgt. Frank Grannis

Dear Sgt. Grannis:

May this letter clarify the difference between Workmen's
Compensation Insurance and Disability Insurance.

Our insurance company has informed us that Workmen's
Compensation insurance is to protect you for injury while in
the employ of the County. Disability insurance guarantees
part of your wages if you become ill or injured and unable to
work, due to a non-work related disability.

Please let me know if the F.O.P. Lodge has any difficulty
with this type of coverage, and whether it will be necessary to
involve the arbitrator in settling any dispute.

Sincerely,

G. Lawrence Merrill
G. Lawrence Merrill
Administrative Assistant

OK
Frank C. Grannis
GLM/cc

*File
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Montcalm
County
312*