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Sub. 11/20/97

11/20/97
PERSONNEL DIV.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

.....
In the Matter of the
Arbitration between:

MUSKEGON COUNTY SHERIFF'S
DEPARTMENT

and

TEAMSTERS LOCAL 214

Re: Contract Negotiations
.....

.
. MERC Case No. L96-K-6015
. NOVEMBER 20, 1997
. 9:00 A.M.
. 635 Ottawa Street
. Muskegon, Michigan

T R A N S C R I P T

of the proceedings had and the testimony taken in the above-
entitled cause at the above-entitled time and place, before
JAMES A. MACKRAZ, Arbitrator.

APPEARANCES:

MESSRS. WILLIAMS, HUGHES, CORWIN &
SININGER on behalf of the Muskegon
County Sheriff's Department, by
THEODORE N. WILLIAMS, JR., ESQ., and

MR. ROBERT W. WHITE, ESQ., on behalf of
Teamsters Local 214

David R. Walley, CSR
4647 Hts-Ravenna Road
Fruitport, Michigan 49415

Muskegon County

Arbitrator: James A. Mackraz

1 THE ARBITRATOR: On the record.
2 Following several executive sessions of the panel of the
3 delegates and the panel chairman, the following award is
4 made and will appear in the record -- in the official
5 record. I have given the Reporter a copy of the
6 document -- this document reflecting resolution of the
7 open issues. It will appear in full in the record which
8 will be furnished by the Reporter.

9 MR. WHITE: I would like the record
10 to reflect that the delegate for Teamsters Local 214 has
11 specifically reviewed what will appear in the record and
12 has indicated his assent with respect to that. Is that
13 correct, Mr. Bennett?

14 MR. BENNETT: Yes.

15 MR. WHITE: You are in agreement?

16 MR. BENNETT: Yes.

17 MR. WHITE: I will stop using those
18 fancy words; and in addition to that, I would like the
19 record to reflect that the two stewards for this
20 particular bargaining unit are also aware of the terms
21 of the stipulated award and are in agreement with that
22 as well. I would like you to indicate that on the
23 record, first stating your name.

24 MR. PROW: Yes. My name is Mike
25 Prow. I'm the chief steward; and yes.

1 MR. JURKAS: John J. Jurkas,
2 steward; and yes.

3 MR. WHITE: Do you have anything to
4 add. Mr. Williams?

5 MR. WILLIAMS: No. I don't think
6 there's any questions. We also agree.

7 THE ARBITRATOR: OK. We can
8 consider the hearing closed?

9 MR. WHITE: We may do so. Thank you
10 for your patience.

11 THE ARBITRATOR: "You are very
12 welcome.

13 * * * * *

14 STIPULATED AWARD

15 All previous TA's in the record are incorporated
16 into the contract with the Muskegon County Sheriff
17 Deputy Unit along with the following issues determined
18 as a stipulated award:

19 SECTION 18.1 CLASSIFICATION AND WAGE RATES

20 APPENDIX A

21 Effective the first full pay period following
22 January 1, 1997 - increase the hourly rate for each step
23 by 3%.

24 Effective the first full pay period following
25 January 1, 1998 - increase the hourly rate for each step

1 by 2.75%.

2 Effective the first full pay period following
3 January 1, 1999 - the hourly rate for each step will be
4 increased based upon the change in the September, 1998
5 index as compared to the September, 1997 index from the
6 official Consumer Price Index for Urban Wage Earners and
7 Clerical Workers - United States City Average - "all
8 items", published by the Bureau of Labor Statistics,
9 U.S. Department of Labor (1982=100), such increase shall
10 not be less than 2.5% nor more than 4.0%.

11 Effective the first full pay period following
12 January 1, 2000 - the hourly rate for each step will be
13 increased based upon the change in the September, 1999
14 index as compared to the September, 1998 index from the
15 official Consumer Price Index for Urban Wage Earners and
16 Clerical Workers - United States City Average - "all
17 items", published by the Bureau of Labor Statistics,
18 U.S. Department of Labor (1982=100), such increase shall
19 not be less than 2.5% nor more than 4.0%.

20 SECTION 21.14 RETIREMENT PLAN

21 During the term of this Agreement, the Employer
22 shall provide to all permanent employees and at no cost
23 to the employees, the State of Michigan Municipal
24 Employees Retirement System Plan known as Benefit
25 Program B-3 with Benefit Program identified as F55 (25)

as described in the Michigan Municipal Employees Retirement Act.

Effective January 1, 1998, the retirement plan shall be changed to Benefit Program B-4 with Benefit Program identified as F55 (25) with a 2.18% employee contribution with such contribution deducted from the employees wage through payroll deduction, such deduction being hereby authorized by this agreement.

An employee shall be eligible to earn credit for retirement benefits effective with their date of hire provided that they are in a position scheduled to work at least ten (10) six hour days per month.

SECTION 18.3 LONGEVITY

A. Compensation for continuous service with the County shall be provided on the basis of the following schedule:

Years of Continuous Service As Of June 1 or December 1 Of Each Year	Amount of Payment		
	<u>July</u>	<u>December</u>	<u>Total</u>
5 - 9 years	\$ 60.00	\$ 60.00	\$120.00
10 - 14 years	120.00	120.00	240.00
15 - 19 years	180.00	180.00	360.00
20 - 24 years	240.00	240.00	480.00
25 -	300.00	300.00	600.00

Longevity payments shall be paid where applicable in July and December. Employees must be in pay status as of July 1 and December 1 in order to be eligible for

1 longevity payments.

2 B. Effective 1998, compensation for continuous
3 service with the County shall be provided on the basis
4 of the following schedule:

5 Years of Continuous
6 Service As Of
7 December 1
8 Of Each Year

Amount of Payment

9 5 years \$250.00

10 For each completed
11 year after 5 years \$50.00 additional

12 Longevity payment shall be paid where applicable in
13 December. Employees must be in pay status as of
14 December 1 in order to be eligible for longevity
15 payments.

16 C. An employee on leave of absence without pay
17 during the period who retires under MERS during the
18 period or who dies during the period, will be paid a
19 pro-rata payment based on hours worked during the
20 period. An employee who separates from County service
21 during the period for any other reason, shall receive no
22 payment.

23 SECTION 19.3 RETIREE'S INSURANCE

24 The Employer shall provide hospitalization and
25 medical insurance for individual retirees hired prior to
January 1, 1994, who go from County employment
immediately into retirement under the MERS Plan. In

1 addition. active retirees' dependents will be allowed to
2 participate in the Employer's group health insurance
3 program. but cost for coverage for any retiree's
4 dependents shall be paid by the retiree.

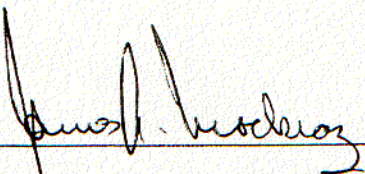
5 The County will pay for individual retiree's
6 coverage based on the following schedule for all
7 bargaining unit employees hired on or after January 1,
8 1994.

9	Years of Continuous	Percentage of Individual
10	Service at Date of	Retirees Coverage Paid
	<u>Retirement</u>	<u>by County</u>
11	10	40
	11	44
12	12	48
	13	52
13	14	56
	15	60
14	16	64
	17	68
15	18	72
	19	76
16	20	80
	21	84
17	22	88
	23	92
18	24	96
	25	100

19
20 The cost of individual retiree coverage above the
21 percentage shown on the schedule shall be paid by the
22 retiree.

23
24 DURATION - Term of Agreement: Through December 31, 2000.
25

1 IN WITNESS WHEREOF, the parties have hereunder set their
2 hand and seals this 20th day of November, 1997.
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4

5 
6 _____

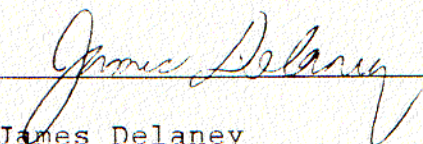
7 James A. Mackraz

8 Panel Chairman
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11

12 COUNTY OF MUSKEGON

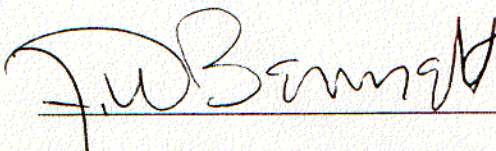
TEAMSTERS LOCAL NO. 214

13 LAW ENFORCEMENT DIVISION
14
15

16 
17 _____

18 James Delaney

19 Personnel Director
20
21

22 
23 _____

24 Frederick W. Bennett

25 Business Representative

22 * * * * *

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2
3 STATE OF MICHIGAN)
4) SS.
5 COUNTY OF MUSKEGON)

6 I, David R. Walley, Certified
7 Shorthand Reporter (CSR-2718), hereby certify that on
8 the date and at the place hereinbefore set forth, I
9 reported stenographically the proceedings had in the
10 matter hereinbefore set forth; and that the testimony
11 so recorded was subsequently by me transcribed; and
12 that the foregoing is a full, true, and accurate
13 transcript of my original shorthand notes.

14 Dated: November 20, 1997

15 *David R. Walley*

16 David R. Walley
17 Certified Shorthand Reporter
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