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MSU 2/29/96

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

ARBITRATION PURSUANT TO PA 312 OF
1969, AS AMENDED

IN THE MATTER OF THE ACT 312
ARBITRATION BETWEEN:

MERC Case #G94 J-40¹/₂2

COUNTY OF OTTAWA (Employer)

-and-

POLICE OFFICERS ASSOCIATION
OF MICHIGAN (Union)

FINDINGS, OPINION AND AWARD

APPEARANCES:

Arbitration Panel

Robert Browning, Neutral Chairperson
Robert Oosterbaan, Employer Delegate
Patrick Spidell, Union Delegate

Representing the Employer: Norman E. Jabin, Attorney

Representing the Union: William Birdseye, POAM

Present for the Employer:

Robert Oosterbaan, County Administrator
Richard Schurkamp, Personnel & Labor Relations Manager
Dale Vrederveld, Undersheriff
Rosemary Zink, Finance Director
J. Gregory Pike, Personnel Specialist

Present for the Union:

William Birdseye, POAM
Patrick Spidell, POAM
Marvin Dudzinski, Research Analyst
Mark Bennett, Local Association
Thomas Knapp, Local Association
Edwin De Vries, Local Association

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Ottawa County

INTRODUCTION

The petition in this matter is dated May 9, 1995. It was received by MERC on May 18, 1995. The petitioner is the Employer, Ottawa County and the Sheriff of Ottawa County. The labor organization is the Police Officers Association of Michigan. The bargaining unit is composed of the classifications of all full-time Road Patrol Deputies and Detectives of the Ottawa County Sheriff's Department. The impartial arbitrator-chairperson was appointed via a letter dated July 10, 1995. A Pre-Hearing Conference was held by the Chairperson with the parties on August 23, 1995 by means of a telephone conference call. The parties agreed that the unresolved issues were those contained in the petition. The parties further agreed upon the comparables and the term of the Agreement.

INITIAL HEARING

At the commencement of the Hearing on December 14, 1995, which was held at the Ottawa County Building, Grand Haven, Michigan, the Chairperson was sworn and took the oath of office. The designated Employer Panel Delegate is Robert Oosterbaan. The designated Union Delegate is Patrick Spidell.

The parties recognized that the Panel has jurisdiction in this matter and is properly constituted. The parties mutually waived all the time limits set forth in Act 312. The parties agreed upon the comparables. The comparable counties are Allegan, Kent and Muskegon.

The arbitration is limited to the unresolved issues listed in the petition. The issues are: Worker's Compensation; Compensatory Time; Tuition Reimbursement; Dental Coverage; Wages (including Detective's Pay); Specialist Pay; Retirement. The Parties identified the issues as economic and the Panel concurs.

After the recess for lunch, the parties requested of the Chairman that the Hearing not resume at 1:30 p.m. but that the recess continue and that the parties be allowed to meet among themselves and with each other in an attempt to resolve some or all of the issues. The Chairman readily granted the mutual request of the parties.

At 4:00 p.m. the Hearing was resumed on the Record and the Chairperson was advised that the parties had arrived at a stipulated agreement upon the issues and requested that the Chairperson prepare an Award for adoption by the Panel of the parties stipulations upon the issues as the Decision, Order and Award of this Panel.

The stipulation of the parties upon the issues, as reported to the Chairperson upon the Record, is as follows:

STIPULATED AGREEMENT

The parties stipulated to their mutual resolution of the issues as follows:

ISSUE: WORKERS COMPENSATION

No change; the status quo shall continue.

ISSUE: COMPENSATORY TIME

No change: the status quo shall continue.

ISSUE: TUITION REIMBURSEMENT

The parties have agreed to adopt the Employer's proposal which is in the Record as Joint Exhibit 9 and is as follows:

NEW SECTION IN CONTRACT

Tuition Reimbursement. In advance of taking an accredited extension or similar formal educational course in an area related to his work and position, an employee may apply to the employer for reimbursement of tuition costs for the course or courses. The employer shall have full discretion to grant or deny any such requests. Reimbursement shall be subject to the satisfactory completion of the authorized course by the employee. If reimbursement is allowed, the employee agrees to remain in County employment for at least one (1) year after completion of the course. If the employee leaves County employment before such time, the employee shall repay to the County a proportionate share of the reimbursed expenses.

ISSUE: DENTAL COVERAGE:

No change; the status quo shall continue.

ISSUE: WAGES (including Detective's pay)

For the period 1-1-95 to 1-1-96, a Retroactive wage increase of three per cent (3%) for all hours compensated to all 312 deputies classifications and the past differential will be continued for detectives wages which is 106% of the deputies classifications wages.

For the period effective 1-1-96 to 1-1-97 the wage increase for deputies classifications shall be a 2.6% increase and for the detectives 106% of the 312 deputies wage classifications.

ISSUE: SPECIALIST PAY

The parties have agreed to adopt the Employer's Proposal which is in the record as Joint Exhibit 11 and is as follows:

PROPOSAL: In Article XIV Wages change Section 14.2 to:
"SPECIALIST PAY"- An employee assigned to one of the following specialties on January 1 of each year will receive \$150. An employee assigned to one of the following specialties on July 1 of each year will receive \$150. No employee shall receive more than \$150 each January and \$150 each July under this section. The specialties are as follows: E-Unit, Field Training Officer, and K-9.

The effective date of this Proposal will be retroactive to January 1, of 1995 and continue forward as contract language from that date.

ISSUE: RETIREMENT

The parties have agreed the current level benefits for the 312 eligible employees will remain the same, however on the last day of the contract which is 12-31-96 the employees will pay one percent (1%) of the MIRS reportable wages.

OPINION AND AWARD

It must be noted that Act 312, P.A. 1969, as amended, specifically provides that one of the factors that a Panel may use in formulating an award, is stipulations entered into by the parties. (Sec. 9. b).

The Panel recognizes that the Act as enacted is designed to accomodate such agreements. In this case the parties were able to resolve the issues between them and to stipulate to the terms of an Award.

Further, Robert Oosterbaan, County Administrator, stated on the record, that with regard to eligibility for retroactive pay, that would be pursuant to past practice, which includes: the current employees on the date of the award who are still employed within the Department. The parties agreed.

The Panel finds that the work out of the issues achieved by the parties has saved the parties and the State of Michigan further amounts of time and expense. There is no doubt in the Chairperson's mind that a stipulated resolution of the issues by the parties is better for the parties and their continued relationship than any other agreement that may have been the result of this Panel's actions.

Therefore, the Panel recognizes the stipulations of the parties as set forth herein and adopts the Stipulated Agreement of the Parties as the Panel's Decision and Award in this case.

The agreement between the parties shall consist of the Collective Bargaining Agreement between Ottawa County Board of Commissioners and Ottawa County Sheriff and Police Officers Association of Michigan (POAM) 1-1-90 to 12-31-91 (Joint Exhibit 1); as amended by the Mario Chiesa Act 312 Panel Award (Joint Exhibit 2, dated 12-21-94); and as amended by this 312 Panel Award which covers the contract period 1-1-95 through 12-31-~~95~~ 96 ^{PS}_{RB}

Dated: 2-29 - 1996

SIGNATURE OF THE PANEL

Robert Browning
Robert Browning, Impartial Chairman

Robert Oosterbaan
Robert Oosterbaan, Employer Delegate

Patrick Spidell
Patrick Spidell, Union Delegate