

Sub. 12/21/94

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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:

DEC. 27 1994

COUNTY OF OTTAWA (Employer)

-and-

POLICE OFFICERS ASSOCIATION OF
MICHIGAN (Union) (Association)

MERC Case #G92 J-0654

FINDINGS, OPINION AND ORDER

APPEARANCES:

ARBITRATION PANEL:

Mario Chiesa, Neutral Chairperson
Patrick Spidell, Union Delegate
Robert Oosterbaan, Employer Delegate

FOR THE UNION:

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TESTIFYING:

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Richard Schurkamp, Personnel and
Labor Relations Manager,
County of Ottawa
Rosemary Zink, Finance Director,
County of Ottawa

Ottawa County

TESTIFYING:

Jim DeVries, Business Agent,
POAM
Robert Oosterbaan, County Adm.
County of Ottawa
Thomas Clement, Detective,
Ottawa County Sheriff's
Department
Dale Vredeveld, Undersheriff,
Ottawa County Sheriff's
Department
Patrick Spidell, Business
Agent, POAM
Mark Bennett, Deputy, Ottawa
County Sheriff's Dept.

INTRODUCTION

The petition in this matter is dated March 8, 1993. It was received by MERC on March 9, 1993. The impartial arbitrator/chairperson of the arbitration panel was appointed via a letter dated April 27, 1993. A pre-arbitration conference was scheduled for and took place in Lansing, Michigan on September 21, 1993. The hearing commenced at the Employer's facilities in Ottawa County on March 31, 1994, and concluded on April 7, 1994. Last Offers of Settlement were exchanged through the impartial chairperson on June 2, 1994. The parties' briefs were exchanged in the same fashion on July 28, 1994. An executive session was conducted on September 7, 1994. These Findings, Opinion and Award follow as soon thereafter as possible.

It should be understood that the parties have expressly waived all of the time limits contained in the statute and in the regulations.

ISSUES

The parties agreed that the Collective Bargaining Agreement created as a result of this arbitration would be effective for

three years. The period encompassed by the Agreement is January 1, 1992 through December 31, 1994.

The hearing commenced with the following issues open for resolution: Wages, Eligibility for Retroactive Increases, Pension Multiplier, Dental Plan, Health Insurance for Future Retirees, Holiday Pay Eligibility, Overtime - Paid Time Counted, Subcontracting, Residency, Twelve-Hour Shifts, Shift Assignment, Layoff and Recall, and Major Medical Co-pay Amount. The parties agreed that all of the issues should be characterized as economic.

When it submitted its Last Offer of Settlement, the Union withdrew the Dental Plan issue.

A copy of the Last Offers of Settlement submitted by each of the parties is attached hereto and made a part hereof in Appendix A.

The parties agreed that the Wage issue should be considered one issue; that is, there is a Last Offer of Settlement from the Union which covers all three years of the contract, as well as the Last Offer of Settlement from the Employer which covers all three years of the contract.

STATUTORY CRITERIA

Everyone involved in Act 312 arbitrations should be aware of the statutory standards. Those standards are often referred to as Section 9 factors. That portion of the Act reads as follows:

"Sec. 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration

panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) 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:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) 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.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) 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 service or in private employment."

COMPARABLES

One of the factors outlined in Section 9 of the statute concerns comparable communities. The evidence and arguments directed at the question of which communities should be considered

comparable to the community involved in the arbitration often significantly lengthens the record, the decision and, hence, the length of time necessary to resolve the matter. In many cases the parties are able to stipulate to a list of comparable communities and, thus, alleviate the time and expense necessary to litigate the question. In this case the parties have stipulated to the list of comparable communities.

For the purposes of this arbitration the parties have agreed the comparable communities are: Allegan County, Kent County, and Muskegon County.

WAGES AND ELIGIBILITY FOR RETROACTIVE PAY INCREASES

In analyzing this issue the data regarding a top paid road patrol deputy will be utilized. It is understood that there is also information regarding deputies at the various steps of the pay scales, as well as information regarding detectives. Nonetheless, in order to make uniform comparisons, the highest paid deputy road patrol officer classification will be utilized.

The highest paid deputy ended the last Collective Bargaining Agreement on 12/31/91 at a rate of \$33,594. The Employer's Last Offer of Settlement seeks a 4% increase effective 1/1/92, a 0% increase for 1/1/93 and a 5% increase for 1/1/94. The Union's Last Offer of Settlement seeks 4% for 1/1/92, 4% for 1/1/93 and 5% for 1/1/94. Thus, for 1/1/92 both parties' Offers of Last Settlement would leave a top paid deputy with \$34,938. That would be the Employer's figure for 1/1/93, with the Union's figure becoming \$36,335. As of 1/1/94 the Employer's figure would be \$36,684, with the Union's figure becoming \$38,152.

On 1/1/91 the figure for Allegan was \$31,720, Kent \$34,216, and Muskegon \$32,284. For 1/1/92 those figures become \$32,989 for Allegan, \$35,589 for Kent, and \$33,575 for Muskegon. On 1/1/93 the figures become \$33,655 for Allegan and either \$36,656 or \$36,649, the latter being the Employer's figure for Kent, and \$34,582 for Muskegon. On 1/1/94 there is data for only Kent and Muskegon since the Allegan County contract expired. For Kent the figure is \$38,123, or if the Employer's information is utilized, \$38,105. For Muskegon the figure is \$35,793.

On 1/1/91 the average wage, excluding Ottawa, was \$32,740. This meant that Ottawa's wage was about \$854 higher than the average. Ottawa ranked second out of four, with two communities paying a lower wage. On 1/1/92 Ottawa was paying about \$887 more than the three-county average. It again would be ranked second out of four, with two communities paying less.

For 1/1/93 the Employer's offer of \$34,938 is about \$26 less than the average of the three communities. It would rank Ottawa second out of four, with two communities paying less. The Union's offer of \$36,335 is \$1,371 above the average, but again, Ottawa's rank would be two out of four, with two communities paying less.

A comparison of 1/1/94 shows that the average of Kent and Muskegon is \$36,958. The Employer's offer of \$36,684 is about \$274 under the average, while the Union's offer of \$38,152 is about \$1,194 above the average. If adopted, the Employer's rate would place Ottawa second out of three, while the Union's would make Ottawa the highest paid of all the communities.

There was much time and energy spent in dealing with wage rates, increases and benefits relating to unclassified employees. While the information shows that from 1987 through 1992 unclassified employees have received rather generous increases, there is some suggestion that at least the increases in 1989 were implemented as a result of a study. Nevertheless, while the information is interesting, it is difficult to equate it with the information regarding members of this bargaining unit, or for that matter, other collective bargaining units employed by the County.

Unclassified employees fall in a different category and it is difficult to compare them with bargaining unit members.

There is substantial data in the record regarding what the statute refers to as the average consumer price for goods and services, commonly known as cost of living. The Employer's data suggests that utilizing the percentage increases of four, zero and five over the period in question, beginning with December 1989, the employees would, on January 1995, realize a \$127.05 increase in their purchasing power. The information also indicates that using four, four and five percent, again beginning in December of 1989, as of January 1995, the employees would realize a purchasing increase of \$2,992. The Union's data suggests that beginning with the period of January 1990 and ending January 1995, if the Employer's Last Offer were adopted, the employees would lose \$3,738 in purchasing power over that period. Its evidence also suggests that using the same period and terminating in January of 1995, adoption of its Last Offer of Settlement would cause the loss of only \$873 of purchasing power.

Much of the differences between the information provided by the parties depends upon the base period on which the calculations were begun. Nonetheless, it is clear from the evidence that the Union's Last Offer of Settlement would have an advantage over the Employer's when compared to increases in the CPI. This does not mean that the Employer's is necessarily inadequate, but what it does mean is that the Union's Last Offer of Settlement is more than adequate in light of CPI increases.

The Employer has not taken the position that it is in financial difficulty. To the contrary, what evidence is available suggests that currently the Employer is in a more than adequate financial position.

The evidence does establish that for 1993/1994 the Employer cannot increase its tax revenues beyond 3%. Furthermore, for 1992 to 1993 the state legislature froze the Employer's SEV, so even though there was a 3% increase in CPI, per the Employer, it could not raise its tax revenue. Of course, tax revenue only supplies a portion, albeit a major portion, of operating funds, but nonetheless, it appears that in light of the Employer's inability to raise tax revenues, all of the bargaining units and the unclassified employees, with the exception of the COAM who still must settle, took a zero increase for one of the years between 1991 and 1994. The circuit court OCEA unit received 4% in 1991, 4% in 1992, 0% in 1993, and 5% in 1994. The same percentage increases in the same years apply to the OCEA in the district court. The same pattern applies to the OCEA in the juvenile court. The Teamsters, which represents the largest bargaining unit in the County, received a 0% increase in 1991, 4% in 1992, 4% in 1993 and 5% in 1994. The Michigan Nurses Association took their 0% in 1993. The Nurses received 3%-2% in 1991, the same in 1992, and 5% in 1994. According to the testimony, the unclassified employees received 4% in 1992, 0% in 1993, and 5.8% in 1994.

It appears that if the Employer's Last Offer of Settlement were adopted, this unit would maintain its relative standing with the comparable communities. Members of the unit would also

receive increases which would result in wages under the average salary for the comparables. If the Union's Last Offer of Settlement were adopted, the members of the unit would receive increases in 1993 and 1994 leading to a wage rate substantially higher than the average in 1991. Also, in 1994 the relative order would be changed so that Ottawa would be the highest paying Sheriff's Department out of all the comparables. The CPI data indicates that the Union's Last Offer of Settlement would more generously insulate members of the bargaining unit from cost of living increases, although the evidence does show that the Employer's Last Offer of Settlement isn't all that bad. Also, the evidence does establish that internally the Employer's Last Offer of Settlement is more in keeping with what other units receive, with the exception of COAM and some years shifting with the Teamsters, than what the Union is now seeking.

It must be understood that this panel has the obligation of adopting one or the other Last Offer of Settlement. It cannot write its own because, frankly, if it could the resolution of this issue would be different than either position offered by the parties. Keeping that in mind and keeping in mind the other decisions which are part of this Opinion, the panel is forced to adopt the Employer's Last Offer of Settlement. The Employer's Last Offer of Settlement is more acceptable in light of the internal wage history of other bargaining units. A zero year is in keeping with all of the bargaining units, with the exception, of course, of the COAM which has yet to settle. Inequities, if any, which may

develop in relation to the comparable communities can be addressed shortly when bargaining for successor agreements begin.

This brings us to the question of eligibility for retroactive pay increases. The parties' positions are outlined in their Last Offers of Settlement. As can be seen, the Union has directly tied its proposal to its wage offer, while the Employer has stated a separate issue. If the Union's position is taken as drafted, the Union has essentially tied the panel's hands and by adopting the Employer's Last Offer of Settlement for wages, the panel is forced to adopt the Employer's position regarding eligibility for retroactive wage increases. It is the panel's understanding that it could probably sever the Union's position on eligibility for retroactive wage increases and consider it a separate issue. Nonetheless, the Employer's position seems reasonable. Current employees will have complete retroactivity of wage increases to January 1, 1992. Members who have left the bargaining unit prior to the award, but are employed in some other positions in the Sheriff's Department as of the date of the award, will also receive retroactive pay.

ORDER

(Wages and Eligibility for Retroactive Pay Increases)

The panel orders that the Employer's Last Offer of Settlement for both wages and eligibility for retroactive pay increases be adopted.

 12-21-94

MARIO CHIESA
Neutral Chairperson

Union Delegate



Employer Delegate

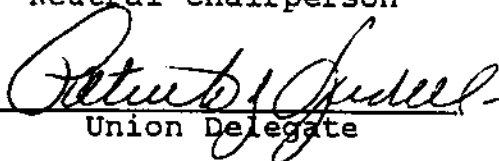
ORDER

(Wages and Eligibility for Retroactive Pay Increases)

The panel orders that the Employer's Last Offer of Settlement for both wages and eligibility for retroactive pay increases be adopted.

 12-21-94

MARIO CHIESA
Neutral Chairperson

 - dissent
Union Delegate

Employer Delegate

RETIREMENT - PENSION MULTIPLIER

The current retirement provision is contained in Article XV - 15.1 and 15.2 of the Collective Bargaining Agreement. That provision reads as follows:

ARTICLE XV - RETIREMENT

"15.1: The Employer shall pay all costs, including the employee's portion, of the current retirement plan in accordance with provisions of the law. The retirement plan is the Municipal Employees Retirement System (MERS) C-2 Plan with B-1 base. In addition, a F-50 Waiver (after 25 years of service) and the E-2 Benefit is included in the retirement plan. Employees will be required to pay for the cost of the F-50 Waiver to the next highest whole percent of gross salary.

"Effective 1/1/91: The Employer will pay the cost of the F-50 Waiver.

"15.2: Retirement shall be mandatory at age 62. Upon retirement, payment of accumulated cash benefits from the Employer, such as compensatory time, vacation time and sick days, will be spread over two (2) calendar years if requested by the employee."

The Employer's Last Offer of Settlement deletes language which no longer applies and continues the status quo. The Union's position is outlined in its Last Offer of Settlement, but in essence it is seeking to improve the pension system by increasing the benefit level to B-3 for all years of service. This means 2.25% of FAC, not to exceed 80% of FAC.

The current provision allows members of the bargaining unit to retire at age 50, with 25 years of service. The C-2 plan with a B-1 base means that an individual who retires receives a benefit based upon 2% of final average compensation payable until the individual attains the age at which full pay social security benefits are available. Once an individual reaches that age, the

plan reverts to the B-1 base which means that the benefit is calculated upon 1.7% of final average compensation. The E-2 benefit is known as a post-retirement adjustment and it provides an automatic 2.5% annual benefit increase to persons, and of course their beneficiaries, who retired before the effective date of the benefit. The benefit is non-compounded. Accumulated increases are limited to increases in the consumer price index. Benefit E is another post-retirement adjustment and provides a one-time benefit increase to present retirees and beneficiaries. The increase is equal to 2% of the present benefit times the number of years since the latter of retirement or the last benefit E increase. Benefit E is a one-time benefit, but it may be re-adopted from time to time. Final average compensation is derived from a 60-month period. This is known as FAC-5 which means that the final average compensation is computed on the highest 60 consecutive months of earnings divided by five.

It is no surprise to discover that the pension provisions for members of this bargaining unit are clearly superior to other bargaining units in the County, with the exception of the COAM.

Keeping in mind that the pension program is the Michigan Municipal Employees Retirement System and, according to the December 31, 1992 actuarial evaluation, there are five valuation divisions, i.e., General, Sheriff Command, Sheriff POAM, General Elect, Non-classified and MNA Nurses, the plan as a whole is doing very well. Since 1981 the plan has valuation assets greater than accrued liabilities. This means that it is in simple terms, and perhaps not entirely accurate, overfunded. This is generally the

result of increased return on investments and smaller salary increases. The percentage funded in 1981 was 103%. The high was 1987 with 131% and the latest was 1992 with 110%.

If we key into this bargaining unit, we will find that the figures are just as favorable. The normal employer contribution rate, expressed as a percentage of payroll, would be 13.9%. This is comprised of 13.3% to account for what is known as age and service factor and .6% for the casualty factor. Both of these are contained under the heading "normal costs." Unfunded accrued liability in this bargaining unit is zero. Nonetheless, the 13.9% regular contribution doesn't tell the entire story. Factored into the equation is what is known as the accelerated funding credit. Funding credit is a reduction in the employer contribution. So according to the data in the actuarial report, after application of the funding credit, the Employer was not required to make any regular contributions for the benefit of members of this bargaining unit from 1988 through 1992. That's not to say that it didn't make contributions because the evidence established that, following accepted accounting principles, the Employer must make contributions in order to meet certain obligations. Nevertheless, the record establishes that the pension plan is in good shape.

Keeping in mind that the Employer has not suggested it is in financial difficulty, it nevertheless points out that an addition of the B-3 benefit would increase the cost of its contribution 3.7% to a total of 17.6%. That, of course, is the cost before the application of the accelerated funding credit and perhaps other considerations. It is noted that the information contained in

Employer Exhibit 12 suggests that establishment of the B-3 benefit will not increase the Employer's required 1992 MERS, or for that matter, 1993 MERS contribution. Of course, there may be some long-range costs, but there is little, if any, current actuarial costs.

The data regarding the comparable communities shows that Allegan County Deputy Sheriff's Pension Plan is a MERS plan with a B-2 benefit level. We note that Allegan County pays social security, as does Ottawa County and, in fact, the other comparable communities. The B-2 plan provides 2% of total service. Employees can retire at age 55 with 15 years of service, and there is an E-1 benefit. The Employer's contribution rate is about 11.10%.

Kent County has its own city pension plan pursuant to Act 156 which provides a benefit based upon 2.25% of total service. Employees can retire at 25 years of service regardless of age, or at age 60 with five years of service. The COLA provision is 1% of original benefit beginning three years after retirement. It is noted that the employees contribute 4.5% to this plan.

Muskegon provides a MERS B-3 plan which, of course, has a multiplier of 2.25%. Employees can retire at age 55 with 25 years of service.

When comparing the current plan affecting this bargaining unit with the comparable communities, one could, in general terms, conclude that it compares well. Adoption of the Union's Last Offer of Settlement would enhance the plan to the degree that it would be one of, if not the best, out of the comparable communities. While potentially there are different aspects of each pension plan, such

as post-retirement adjustments, etc., they can very well reflect the needs or at least the desires of the bargaining unit based upon many factors, including age of the members of the unit, years to retirement, etc.

The question then becomes: Which Last Offer of Settlement is more acceptable when applying the factors in Section 9? After carefully analyzing the entire record, the panel comes to the conclusion that the Union's Last Offer of Settlement should be adopted.

First of all, there is no question that retirement benefits are a very important part of the employment relationship. Police officers tends to retire earlier which some say reflect the stress and rigors of the job. Thus, it is not unusual to find superior pension provisions in a deputy's bargaining unit than in other non-police units employed by a county. Secondly, it is quite clear that adoption of the Union's provision will not, at least from an actuarial basis, cost the Employer any significant increases in contributions for some time. This benefit will become effective at the date of the arbitration award, so any increase in cost would be paid prospectively. Additionally, the increase in costs, at least in the short-term, should not be very significant. The wage freeze this unit absorbed in 1993 keeps its salary level down from what it would have been had the Union's offer been adopted. This is one of the factors which would tend to decrease pension costs. Additionally, the adoption of the Union's offer is not out of line with the other pensions existing in the comparable communities.

Furthermore, when considering that the Employer's wage provision was adopted and there was a zero increase in 1/1/93, the adoption of the Union's offer in this issue becomes even more justified, especially considering the fact that the Employer has not taken the position that it is suffering financially.

In summary, after carefully analyzing the entire record, the panel orders that the Union's Last Offer of Settlement be adopted.

ORDER

(Retirement - Pension Multiplier)

The panel orders that the Union's Last Offer of Settlement be adopted.

Mario Chiesa 12-21-94
MARIO CHIESA
Neutral Chairperson

Robert J. Gidell
Union Delegate

Employer Delegate

Furthermore, when considering that the Employer's wage provision was adopted and there was a zero increase in 1/1/93, the adoption of the Union's offer in this issue becomes even more justified, especially considering the fact that the Employer has not taken the position that it is suffering financially.

In summary, after carefully analyzing the entire record, the panel orders that the Union's Last Offer of Settlement be adopted.

ORDER

(Retirement - Pension Multiplier)

The panel orders that the Union's Last Offer of Settlement be adopted.

Mario Chiesa 12-21-94

MARIO CHIESA
Neutral Chairperson

Union Delegate

Ronald Osterbaan - Dissent
Employer Delegate

HEALTH INSURANCE FOR FUTURE RETIREES

The language in the prior Collective Bargaining Agreement reads as follows:

ARTICLE XIII - INSURANCE, 13.9

"13.9: Retiree Health Insurance. Employer will credit retiree four dollars (\$4.00) for each year of service with Employer up to a maximum of \$100/month for applying toward health coverage through the Employer for retiree and spouse after age fifty (50) and up until age sixty-five (65), (e.g. 22 years of service x \$4.00 = \$88/month credit)."

The Union's Last Offer of Settlement changes not only the amount but the method by which future retiree health insurance will be calculated. The procedure is self-explanatory, but it is noted that the \$6.00 referred to in the language is utilized only to develop a percentage relationship with actual costs at retirement date. That percentage remains the same, with the actual dollar amounts increasing as insurance premiums increase, with the proviso that the Employer's obligation for payment of premiums is capped at 70 percent of the costs of any years two-person health insurance. So as can be seen, the Union's proposal seeks a substantial change in the benefit. The Employer seeks continuation of the status quo.

The data regarding the comparable communities shows that Allegan County's Collective Bargaining Agreement provides insurance for retiree and spouse, but also provides that the retiree must assume the entire cost. The Employer pays nothing. In Kent County insurance is provided for both the retiree and spouse, but the cost to the Employer is capped at \$5.00 times years of service. The maximum cost per month is \$150.00. Muskegon County provides insurance for the retiree and spouse but has a bifurcated benefit

which provides for 100 percent employer-paid if individuals are hired before 1/1/94 and a graduated scale if hired subsequent to 1/1/94. The graduated scale provides 40 percent coverage by the Employer if an individual has 10 years of service with the percentage increasing by 4 percent for each year of service up to 25 years of service when there is 100 percent coverage. As can be seen from the language in the prior contract, in this county the Employer provides \$4.00 per year of service with a cap of \$100.00.

As far as collective bargaining units working in this county, with the exception of the COAM, none of the other units receive employer contributions for retiree health insurance. Each has insurance available, but only the COAM unit provides for employer contribution. That contribution is the same as under the prior contract language in this case.

The record also establishes that voluntary regular retirements from this bargaining unit are quite unlikely for the next few years.

An examination of the comparable data suggests that it would not be inappropriate to improve the health insurance for retirees. It is clear that both Kent County and Muskegon County provide benefits which are higher than that which are currently provided by this Employer.

The problem with adopting the Union's proposal is that not only does it increase the benefit, but it also changes the nature of the expense from one which is known and capped, i.e., \$100.00 per month currently, to one with a percentage cap based upon potentially changing health insurance rates. This changes not only

the immediate cost, but provides for increasing costs as premiums increase. Everyone should understand that this type of benefit provides more security for retirees. There is no question about that. The question is whether the evidence supports changing not only the amount available for future retiree health insurance, but the known costs aspect of it.

If this proposal were to increase the cap to \$6.00 times years of service with a fixed dollar cap, then it would have likely been accepted. That type of proposal easily falls within the evidence provided by the data in the comparable communities. However, as indicated above, the Union's proposal goes beyond that. Given the fact that no one will benefit from any changes within the next few years and the fact that the Union's proposal changes not only the cap but the fixed costs characteristic, it is supported much less by the evidence than would a straight dollar change, both in incremental costs per year of service and maximum dollar cap.

After carefully considering the evidence, the panel really has no alternative but to adopt the Employer's Last Offer of Settlement. There is ample time for this issue to be re-visited in the future.

ORDER

(Health Insurance for Future Retirees)

The panel orders that the Employer's Last Offer of Settlement
be adopted.

Mario Chiesa 12-21-94

MARIO CHIESA
Neutral Chairperson

Robert J. Fidler DISSENT
Union Delegate

Employer Delegate

ORDER

(Health Insurance for Future Retirees)

The panel orders that the Employer's Last Offer of Settlement
be adopted.

Mario Chiesa 12-21-94
MARIO CHIESA
Neutral Chairperson

Union Delegate

Robert Dosterbaan
Employer Delegate

HOLIDAY PAY ELIGIBILITY

The language in the prior Collective Bargaining Agreement reads as follows:

ARTICLE IX - HOLIDAYS, 9.3 THROUGH 9.6

"9.3: A. An employee who works the holiday shall be paid at the rate of double time and one-half (2 1/2) for all hours worked in lieu of any other holiday pay.

B. An employee who is regularly scheduled to be off duty on a holiday (and does not work the holiday) shall receive eight (8) hours straight time pay for the holiday in addition to his regular pay for hours worked that period. (Example: Work forty (40) hours plus eight (8) hours holiday pay).

C. An employee who is regularly scheduled to work a holiday, but is excused by the Employer pursuant to section 9.2 from working that day shall receive eight (8) hours straight time pay for the holiday in addition to pay for hours worked that period. (Example: Work thirty-two (32) hours plus eight (8) hours holiday pay.)

D. An employee regularly scheduled to work a holiday, but who does not due to illness or injury, shall not receive holiday pay. Such employee shall receive pay and a deduction from paid credits for the unworked holiday, i.e., sick time or vacation, provided the employee is eligible. (Example: Employee worked thirty-two (32) hours and is paid for forty (40), eight (8) of which are sick pay.)

"9.4: Paid holiday time off within the employee's regular schedule will be considered as hours worked for overtime purposes.

"9.5: An employee, to be eligible for an assigned holiday with pay, must be a full-time employee on the date of the holiday and must have worked the scheduled work-day immediately preceding and immediately following the holiday, except that when a recognized holiday falls within an employee's scheduled vacation, the employee will be entitled to an extra day of vacation to be taken at the beginning of his regular scheduled vacation.

"9.6: Employees who are prevented from working the day prior or the day after or the day of a holiday due to hospitalization or a duty incurred injury and who are otherwise eligible for holiday pay, shall receive holiday pay."

The Employer seeks the continuation of 9.5, while the Union seeks to substitute language which would eliminate the requirement that employees work the scheduled workday immediately preceding and immediately following the holiday. The phrase used by the Union is "must have worked the calendar day immediately preceding and/or following the holiday, if scheduled as a regular workday. . ."

As can be seen from the above, the Union seeks a substantial change in the holiday pay eligibility provision. In essence, the Union's proposal does away with the concept of an individual having to work the scheduled workday immediately preceding and immediately following the holiday and substituting the word "calendar day." If the Union's position is understood correctly, the criteria would apply only when an individual was scheduled on the calendar day immediately prior to the holiday or following the holiday.

There is testimony in the record explaining how the current provision works and how an individual who was scheduled to work before the holiday would not receive holiday pay if he/she did not work that last scheduled day. There was some initial confusion, but it appears that subsequently the evidence established that if an individual worked a holiday, regardless of being absent the scheduled workday before or after, he/she would receive two and one-half times his/her regular pay for working that day. According to the Union, the real problem comes when someone has to call in sick on the last scheduled workday before the holiday.

The contract language in Allegan provides, inter alia, that in order to be eligible for holiday pay, inter alia, an employee must have worked the last day he/she was scheduled to work prior to the holiday and the next day following the holiday. There is an exception where the absence is otherwise compensated by vacation, compensatory time, paid personal leave, etc. In Kent County there is no specific language in the contract. In Muskegon County the contract provides that an employee must have worked his/her last day scheduled before the holiday and his/her first day scheduled after the holiday unless excused by the Sheriff, or he/she is off work on an authorized sick leave and has accumulated sick leave time, or he/she is on his/her annual vacation and has accumulated annual leave time due, or he/she is on one of his/her regularly scheduled days off.

The language contained in the prior Collective Bargaining Agreement between these parties, in general terms, follows the requirements outlined in Allegan and Muskegon. The exceptions aren't quite as broad, for instead sick leave or personal leave being considered time worked for holiday, an individual is excused from working the day prior and the day after if he/she is hospitalized, or incurred a duty injury. If the holiday falls on an employee's scheduled vacation, he/she is entitled to an extra day of vacation.

As indicated above, the Union's proposal eliminates the requirement of working the scheduled day before and after the holiday. This certainly is a deviation from prior requirements and in general terms from the procedures set in the comparable

communities. If the problem is the inability to use sick time on the scheduled day before or after a holiday, then one would expect that the issue would have been dealt with directly.

Nonetheless, after carefully considering the entire record, it is clear that the evidence supports continuation of the status quo and, hence, adoption of the Employer's position.

AWARD

(Holiday Pay Eligibility)

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-21-94
MARIO CHIESA
Neutral Chairperson

Robert J. Fidell - ASSET
Union Delegate

Employer Delegate

communities. If the problem is the inability to use sick time on the scheduled day before or after a holiday, then one would expect that the issue would have been dealt with directly.

Nonetheless, after carefully considering the entire record, it is clear that the evidence supports continuation of the status quo and, hence, adoption of the Employer's position.

AWARD

(Holiday Pay Eligibility)

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-12-94
MARIO CHIESA
Neutral Chairperson

Union Delegate

Robert Osterman
Employer Delegate

OVERTIME - PAID TIME COUNTED

The current language is in Section 5.2 of Article V - Hours of Work and Overtime. It reads as follows:

ARTICLE V - HOURS OF WORK AND OVERTIME, 5.2

"5.2: An employee covered by this Agreement who is required by the Department to work in excess of an average of forty (40) hours per week will receive payment at the rate of time and one-half or compensatory time at the rate of time and one-half for such excess hours."

The Union's position is outlined on page 9 of its Last Offer of Settlement. As can be seen, the essential change is that the Union requests all paid time off shall count as hours worked for the purposes of overtime computation.

At the hearing the Employer's position was to continue the status quo. In its brief the Employer argues that its position is that the current contract provision should be continued.

Additionally, at the hearing all of the evidence submitted by the parties was directed specifically at the issue of whether time for overtime calculations had to be time worked or time paid. Indeed, the testimony was that the Union's request was in response to a decision written by the chairperson in a grievance matter involving the command unit. There is further testimony from Union witnesses that in essence the Union's position is nothing more than 15 years of practice, with the exception of the last year and a half. Testimony offered by Employer witnesses dealt with nothing more than the timing of the change and the implementation of the arbitration award.

One of the reasons the above is mentioned at this point is because, when examining the Employer's Last Offer of Settlement as

it is written, there seems to be an addition to the current language. The Employer's Last Offer of Settlement contains a Section (b) to 5.2 which deals with the question of 12-hour shifts, 84 hours versus 80 hours of pay and four hours of comp time at an hour-for-hour rate. One would think that the Employer is trying to slip in an additional aspect of this language which hadn't been litigated in this issue and one would like to think that there was a mistake in drafting the Last Offer of Settlement. This is especially so considering the fact that the addition to 5.2, that being (b), is identified as a new section under issue 10 - Twelve Hour Shifts. As a result, it is reasonable to conclude that the Employer isn't really trying to overreach, but has made an error in formulating its offer in this issue. Thus, the Employer's position will be as it announced at the hearing and in its brief which was filed subsequent to the Last Offer of Settlement and which requests a continuation of the status quo. It should be understood that the proposed addition of 5.2 (b) is part of an issue which will subsequently be analyzed, so its inclusion or omission will be considered at that point.

Apparently this issue came about as a result of an arbitration decision in the command bargaining unit. The problem with relying on that decision, however, is that the language in the two contracts is different. One of the reasons this is mentioned is because there doesn't seem to be any grievance filed by the bargaining unit over the Employer's actions in applying 5.2 to this contract.

This is important because there is a statement in the record indicating that for 15 years, minus the last year and a half, the past practice has been the same as the Union's position. However, that statement hasn't been tested in arbitration, either in grievance arbitrations or in this matter.

The contract language from the comparable communities discloses that in Allegan employees "who work in excess of . . . shall be paid for all such hours worked at time and a half." Allegan makes no mention of hours which are paid but not worked being used to calculate overtime. In Kent County the language does recognize that compensatory time, holidays, vacation days and funeral leave, which has been paid, is counted as time worked. The language in the Muskegon Collective Bargaining Agreement does not reference time paid as time worked for the calculation of overtime.

Given the record and the understanding that the Employer's offer is the continuation of the status quo, the evidence clearly supports continuing the current contract language.

ORDER

(Overtime - Paid Time Counted)

The panel orders that the Employer's Last Offer of Settlement, as interpreted above, be adopted and the status quo shall continue.

M. Chiesa 12-21-94
MARIO CHIESA

Neutral Chairperson

Robert J. Gidell P. 0155607
Union Delegate

Employer Delegate

This is important because there is a statement in the record indicating that for 15 years, minus the last year and a half, the past practice has been the same as the Union's position. However, that statement hasn't been tested in arbitration, either in grievance arbitrations or in this matter.

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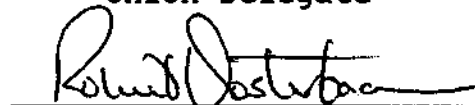
Given the record and the understanding that the Employer's offer is the continuation of the status quo, the evidence clearly supports continuing the current contract language.

ORDER

(Overtime - Paid Time Counted)

The panel orders that the Employer's Last Offer of Settlement, as interpreted above, be adopted and the status quo shall continue.

 12-21-94
MARIO CHIESA
Neutral Chairperson

Union Delegate


Employer Delegate

SUBCONTRACTING

The language in the prior Collective Bargaining Agreement regarding this issue reads as follows:

ARTICLE II - RIGHTS OF COUNTY, 2.2

"2.2: The Employer retains the right to subcontract or secure auxiliary services to perform work normally performed by members of the Union if and when, in his judgment, he does not have immediately available sufficient qualified manpower, proper equipment, capacity and ability to perform such work within the available or required amount of time during emergencies, or when such work cannot be performed by the then members of the Union on an efficient and economical basis. Under no circumstances, however, shall the Employer subcontract work normally performed by members of the Union while there are members then qualified to perform the available work on layoff."

The Union's position is outlined in its Last Offer of Settlement. In essence, the Union wishes to change the language by eliminating any reference to "auxiliary services," by eliminating the term "in his judgment," by eliminating the term "immediately available" and substituting "reasonably available," and by eliminating any reference to "an efficient and economic basis."

The Employer seeks continuation of the status quo.

As can be seen from the Union's proposal, the Union is seeking to make basic fundamental changes in the subcontracting language. According to the testimony, that language has been in the contract since the early 80's.

According to the record, over the last two years or so there have been approximately ten grievances filed by bargaining unit members relating to the use of reserve and part-timers. Such employees have been used to guard plane crash sites, during sting operations, and have been contracted out as security police to

businesses in the area. According to the testimony, it was work which bargaining unit personnel were willing to perform. It seems that none of the ten grievances were taken to arbitration.

The reserve unit consists of about 60 individuals who are in full uniform and carry weapons. The history of the reserve unit goes back to 1960. Reserves are used for security and for providing a second man in a car. The reserves are regularly assigned to ride in the cars as a second officer. When they ride along it is on a volunteer basis with no pay other than the training they receive. In the area of security, they work on fair boards, football games, basketball games, etc. They work for townships, park patrol and other agencies.

According to the testimony, reserve wages are \$10.00 per hour and are fully paid by the organization they are working for. In reality reserves are paid \$7.50 per hour with the difference between \$7.50 and \$10.00 per hour going towards the annual banquet and administration costs.

The testimony goes on to indicate that if bargaining unit personnel were the only individuals to perform the work in question, then the County would not get the work. Reserve officers are paid \$10.00 per hour, while in general terms a deputy would be paid \$25.00 per hour. It was related that private security contracting services would probably be utilized if reserve officers were not available.

The language in question has been part of the prior Collective Bargaining Agreement and the general use of reserve officers has gone back at least several decades. That being the case, one would

expect that in order to change the language and to eliminate the provisions the Union's Last Offer of Settlement seeks to eliminate, there would be substantial evidence indicating that the Employer abuses the use of reserve officers or other contracting out to the detriment of the bargaining unit. However, there is no such evidence. There is nothing which indicates that the use of the reserve officers has eliminated employment opportunities for bargaining unit members. We certainly could speculate that it has, but speculation and proof are two different things. There is no indication that officers were on layoff when reserve officers or other subcontractors performed work normally performed by members of the bargaining unit. Indeed, there is little to establish that the use of subcontractors and reserve officers had a substantial adverse effect on the bargaining unit.

The provisions in Collective Bargaining Agreements existing in the comparable communities do not support an alteration of the language contained in the prior Collective Bargaining Agreement.

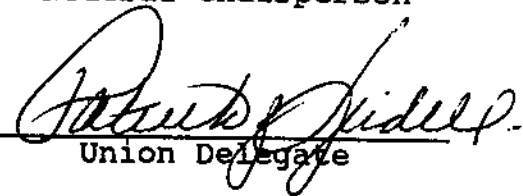
Given the state of the record, there is really nothing the panel can do but order that the status quo, i.e., the Employer's Last Offer of Settlement, be adopted.

ORDER

(Subcontracting)

The panel orders that the Employer's Last Offer of Settlement
be adopted.


MARIO CHIESA
Neutral Chairperson


Union Delegate

Employer Delegate

ORDER

(Subcontracting)

The panel orders that the Employer's Last Offer of Settlement
be adopted.

 12-21-94

MARIO CHIESA
Neutral Chairperson

Union Delegate



Employer Delegate

RESIDENCY

The residency requirement in the prior Collective Bargaining Agreement is contained in Article XXIII - Conditions of Employment, and reads as follows:

ARTICLE XXIII - CONDITIONS OF EMPLOYMENT, 23.3

"23.3: Residency. All regular full-time employees covered by this agreement shall reside within the County of Ottawa subject to the following:

(i) Any employee who is currently not a resident of the County shall only be required to reside within the County of Ottawa in the event of a move from their existing residence; and

(ii) New employees shall reside within Ottawa County within six (6) months of successful completion of their probationary period."

The Union's position is reflected in its Last Offer of Settlement. If adopted, its proposal would allow members of the bargaining unit to reside within the County of Ottawa or within any other county contiguous by land of the County of Ottawa. The Employer's Last Offer of Settlement adds a third paragraph to the current language which provides that the Sheriff, within his discretion, may make exceptions to the residency requirements outlined in the existing language. The Employer's exact provision is contained in the Appendix.

There is evidence in the record indicating, and certainly it is not surprising, that given the makeup of Ottawa County, members of the unit living at the far edge of the county may very well have to travel further to a designated location than members who may reside in another county would have to travel. That certainly

isn't surprising and depending upon the circumstances, is often an argument presented in any residency dispute.

The data regarding the comparable communities establishes that in addition to Ottawa, Allegan County has a contractual residency requirement. Kent and Muskegon Counties have Sheriff's Department policies. Kent County Sheriff's Department requires members of its department to live within a reasonable distance. Muskegon County requires that an individual be a resident at the time of appointment.

It is also noted that even though the record contained no procedural guidelines, the Sheriff in Ottawa County has on occasion made exceptions and allowed individuals to reside outside of the county.

Residency should be carefully dealt with. Changes in residency requirements may have a profound impact on employees' lives. It is not the type of condition of employment which can flip flop each year. It would be a disaster to have a residency requirement one year, none the next, and then a residency requirement the following year.

The evidence regarding this issue establishes that the Employer's Last Offer of Settlement should be adopted. The comparable data shows that residency is not an unheard-of requirement. It exists in Ottawa County. In essence, the Union's position would eliminate residency requirements to the extent that individuals could live in any county contiguous by land. This would have the potential of substantially broadening the area in which members of the bargaining unit could live. This of course

could lead to all types of ramifications, although it is suspected they would be potential more than reality.

The evidence establishes that the Sheriff has been sensitive to the needs of some officers, although it has not been shown that objective standards apply. By adopting the Employer's position, the contractual understanding between the parties would allow the Sheriff the opportunity to exercise his/her discretion. However, the very mentioning of that standard in the contract is a step in allowing the Union to realize its goals and, yet, still recognizes the Employer's need to reasonably control the exceptions.

As indicated, the evidence supports adoption of the Employer's Last Offer of Settlement. It is assumed that the implementation of the Employer's position would become effective upon the issuance of these findings, opinion and order.

ORDER

(Residency)

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-21-94

MARIO CHIESA
Neutral Chairperson

John J. Fidler - absent

Union Delegate

Employer Delegate

could lead to all types of ramifications, although it is suspected they would be potential more than reality.

The evidence establishes that the Sheriff has been sensitive to the needs of some officers, although it has not been shown that objective standards apply. By adopting the Employer's position, the contractual understanding between the parties would allow the Sheriff the opportunity to exercise his/her discretion. However, the very mentioning of that standard in the contract is a step in allowing the Union to realize its goals and, yet, still recognizes the Employer's need to reasonably control the exceptions.

As indicated, the evidence supports adoption of the Employer's Last Offer of Settlement. It is assumed that the implementation of the Employer's position would become effective upon the issuance of these findings, opinion and order.

ORDER

(Residency)

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-21-94
MARIO CHIESA
Neutral Chairperson

Union Delegate
Robert Osterbauer
Employer Delegate

TWELVE HOUR SHIFTS

The current language regarding shifts is arguably contained in Article II - 2.1 and Article V - 5.5, as well as a Letter of Understanding dated October 6, 1993. The contract language reads as follows:

ARTICLE II - RIGHTS OF COUNTY, 2.1

"2.1: Except as specifically restricted by the terms of this Agreement, the customary and usual rights, powers, functions and authority of Management are vested in the Employer. These rights include, but are not limited to, those provided by statute or law along with the right to hire, direct, promote, transfer, assign, and retain employees in positions within the Department. Further, to suspend, demote, discharge (including failure to reappoint), or take other disciplinary action but only for just cause, and to maintain the efficient administration of the Employer. It is also agreed that the Employer retains the right to determine the method, means, and personnel, employees or otherwise, by which the business of the Employer shall be conducted, and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof."

ARTICLE V - HOURS OF WORK AND OVERTIME, 5.5

"5.5: Work schedules shall be posted on a monthly basis at least one (1) week prior to the beginning of the next month's schedule. Schedule changes requested by an employee after a schedule has been posted will not be allowed unless:

(a) employees affected by the schedule change mutually agree to the employee's request and the Employer approves, or

(b) the Employer determines the employee's shift may go unfilled and approves the request.

"The Employer specifically reserves the right to make schedule changes due to, but not limited to, employee illness or injury and emergency situations. Schedule changes for the purpose of avoiding overtime caused by an employee's illness or injury will not be made by the Employer the first day without employee consent."

The provision in the Letter of Understanding states:

"5. All regular full-time Road Patrol and Corrections Officers who are assigned by the Sheriff to work a twelve (12) hour shift shall normally work eighty four (84) hours per pay period and receive eighty (80) hours of pay at the straight time rate. The difference in hours between eighty four (84) and eighty (80) shall be submitted as a request for four (4) hours of compensatory time at an hour for hour rate."

One of the effects of adoption of the Union's proposal would be to require that all patrol officers would be scheduled on 12-hour shifts. There would also be a redefinition of the workweek.

Paragraph 5 of the prior Letter of Understanding, with some changes, would be memorialized in the contract. Additionally, there would be overtime for over 12 hours a day or over 84 hours in any one pay period.

In essence, the Employer's position would continue the status quo, but would add the exact language now contained in paragraph 5 of the Letter of Understanding into the Collective Bargaining Agreement.

The record contains an extensive history of scheduling in the Department and outlines the various changes which have taken place. There was also a suggestion from the Union's testimony that the Department is using the threat to change the shift selection, procedure and shifts as leverage for other areas.

Nevertheless, according to Union witnesses, from the period of September of 1991 through December of 1993, apparently many of the patrol officers worked a 12-hour shift, 6:00 a.m. to 6:00 p.m., with selection being done on a seniority basis with no restrictions. According to the testimony from Employer's

witnesses, it was decided that in the beginning of 1994 the Department would remain on 12-hour shifts for regular patrol personnel. Shifts would be in six-week blocks in which there was a requirement of having an officer bid off for two six-week blocks or a 12-week period sometime through 1994.

The testimony also establishes that there are many officers in the Department who do not work 12-hour shifts. There are people who have been working 12-hour shifts who have changed to 8-hour shifts for training purposes. The thrust of the testimony was that the Sheriff requires the flexibility to best utilize department manpower and that may include changing shifts for some officers.

The information contained in the record regarding the comparable communities does not lend support to adoption of the Union's proposal.

The advantages of a 12-hour shift schedule are quite well known and of course it is a very desirable work schedule for patrol personnel. Notwithstanding that fact, adoption of the Union's proposal would quickly and radically change the Sheriff's ability to devise shifts. In appropriate circumstances that may be a proper approach, but in this case a careful examination of the record doesn't reveal any evidence which convinces the panel that the 12-hour shift proposal offered by the Union should be adopted.

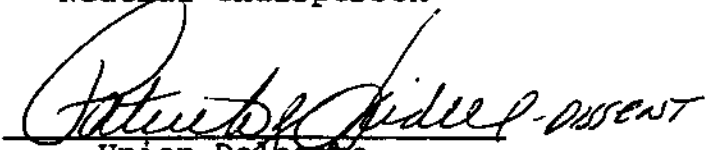
ORDER

(Twelve Hour Shifts)

The panel orders that the Employer's Last Offer of Settlement
be adopted.

 12-21-94

MARIO CHIESA
Neutral Chairperson



Union Delegate

Employer Delegate

ORDER

(Twelve Hour Shifts)

The panel orders that the Employer's Last Offer of Settlement
be adopted.

 12-21-94

MARIO CHIESA
Neutral Chairperson

Union Delegate



Employer Delegate

SHIFT BIDDING - SELECTION

The Union maintains there is no current language in the contract, but that the practice between the parties for at least the last two years has been to select shifts quarterly based on seniority for both road and corrections employees.

The Employer's position is that the current language is contained in Article II - 2.1 and also in Article V - 5.5. Those provisions read as follows:

ARTICLE II - RIGHTS OF COUNTY, 2.1

"2.1: Except as specifically restricted by the terms of this Agreement, the customary and usual rights, powers, functions and authority of Management are vested in the Employer. These rights include, but are not limited to, those provided by statute or law along with the right to hire, direct, promote, transfer, assign, and retain employees in positions within the Department. Further, to suspend, demote, discharge (including failure to reappoint), or take other disciplinary action but only for just cause, and to maintain the efficient administration of the Employer. It is also agreed that the Employer retains the right to determine the method, means, and personnel, employees or otherwise, by which the business of the Employer shall be conducted, and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof."

ARTICLE V - HOURS OF WORK AND OVERTIME, 5.5

"5.5: Work schedules shall be posted on a monthly basis at least one (1) week prior to the beginning of the next month's schedule. Schedule changes requested by an employee after a schedule has been posted will not be allowed unless:

(a) employees affected by the schedule change mutually agree to the employee's request and the Employer approves, or

(b) the Employer determines the employee's shift may go unfilled and approves the request.

"The Employer specifically reserves the right to make schedule changes due to, but not limited to, employee illness or injury and emergency situations. Schedule changes for the purpose of avoiding overtime caused by an employee's illness or injury will not be made by the Employer the first day without employee consent."

The Employer seeks continuation of the status quo and also the addition of language to 5.2(b). Given the previous finding in the 12-hour shift issue, the adoption of 5.2(b) is moot. It has already been adopted.

The Union's Last Offer of Settlement provides that shift assignments will be made on an 84-day basis and are based upon an employee's preference according to seniority.

According to the testimony, prior to 1990 the road patrol was on a seven-day rotation working seven days of day shift and then the next week working afternoon shifts and the following week working the midnight shifts. This was changed to a 28-day cycle working eight-hour shifts. From January to September 1991 the Department utilized a three-month bid. Patrol officers could bid on a shift for three months at a time. During that year period, however, an officer had to bid on an alternative shift. Those were eight-hour shifts. In September of 1991 the 12-hour shift was explored and shift selection was done on a seniority basis with no bid restrictions.

The information regarding the comparable communities shows that in Allegan County shift selection is in accordance with seniority for the semi-annual periods of October through March and April through September and are made 30 days in advance of the semi-annually posted schedule. The Employer reserves the right to

change an employee's scheduled shift for cause or for training employees. In Kent County employees assigned to road patrol, corrections and service are allowed to select their shifts by bidding in accordance with their seniority. There is a specific delineation of how that is done. In Muskegon the Sheriff reserves the right to maintain and make the most effective use of personnel and to adjust schedules if necessary. Guidelines for work schedules in the patrol unit are rotating days off, permanent shifts and shifts subject to bid by seniority each year.

It appears there were varying practices in this county over the last several years. While there may have been some discussions in the past, especially with groups of deputies and the Sheriff, it is pretty clear that this issue was not raised until after the arbitration petition was filed.

The Union's Last Offer of Settlement provides for shift selection by seniority. There is no provision which allows flexibility in the face of varying circumstances, such as there are in the comparable communities. For instance, in Allegan a scheduled shift may be changed for cause or for training. In Kent the Sheriff can make administrative changes in personnel to another shift if it deems it necessary. In Muskegon the Sheriff has substantial flexibility when it comes to shift assignments.

Everyone recognizes that this is an important part of the relationship between the parties, but given its significance it would be inappropriate to, at this point, based upon this record, impose the Union's Last Offer of Settlement. This contract will shortly be coming to an end and the parties can more extensively

discuss the issue and hopefully resolve it during the next term of bargaining.

ORDER

(Shift Bidding - Selection)

The panel orders that the Employer's Last Offer of Settlement be adopted.

Mario Chiesa 12-21-94
MARIO CHIESA

Neutral Chairperson

Robert J. Fidler - dissent
Union Delegate

Employer Delegate

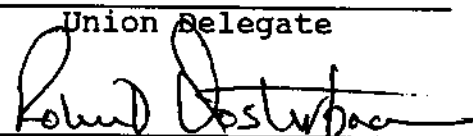
discuss the issue and hopefully resolve it during the next term of bargaining.

ORDER

(Shift Bidding - Selection)

The panel orders that the Employer's Last Offer of Settlement be adopted.

 12-21-94
MARIO CHIESA
Neutral Chairperson

Union Delegate


Employer Delegate

LAYOFF AND RECALL

The language in the prior Collective Bargaining Agreement reads as follows:

ARTICLE VI - SENIORITY, 6.4 and 6.5

"6.4: Layoff and Recall Layoff shall mean the separation of the employee from the active work force due to lack of work or funds, or the abolition of positions because of changes in the department.

"6.5: All reductions in the work force shall be accomplished in the following manner:

A. The first employee to be laid off shall be the employee with the least classification seniority in the classification affected, provided; however, that the remaining senior employees have the experience and ability to perform the required work. Where the affected employees have the same classification seniority, the employee with the least seniority shall be laid off first. Further layoffs from the affected classification shall be accomplished by the inverse order of classification seniority, provided however, that the remaining senior employees have the experience and ability to perform the required work.

B. Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification in the department, provided, however, that he has greater seniority than the employee whom he is to replace. Demotion shall be through those positions in which the employee previously held permanent status, provided that a probationary employee shall not displace an employee with seniority in a position in which he has not previously held permanent status."

As noted from the parties' Last Offers of Settlement, each are seeking changes in the contract language. Portions of the Union's Last Offer of Settlement would require that all part-time, temporary, casual, reserve, auxiliary and posse members in the classification affected shall be laid off before any full-time

employee. Also, the Union's Last Offer of Settlement requires that those who are laid off from a classification can, in lieu of layoff, seek a demotion to a lower classification and replace a less senior employee. The language also sets out the specific demotions allowed. It is noted that some of those demotions are into positions which are not covered by Act 312. The recall provision merely uses the inverse order of layoff as the order of recall. There is other language, but the foregoing is the most significant.

The Employer's Last Offer of Settlement retains the prior contract language, although modifying paragraph B by allowing a demotion to a lower classification subject to PA 312 eligibility. Demotions available to laid-off employees are also outlined, specifically detective to patrol, and there is language regarding demotions into non-eligible PA 312 classifications. There is also a more specific recall procedure.

The Layoff language in the Collective Bargaining Agreements in the comparable communities contain varying conditions and procedures. A careful analysis of the language leads one to the conclusion that it supplies little, if any, support for the Union's proposal.

Testimony offered by the Employer indicated that the Department would be severely hurt if it had to lay off all of the part-time, auxiliary, etc. employees before it could lay off a full-time officer. The testimony established that the Employer would have to lay off 60 reserves, 18 mounted division people, and 9 part-time individuals in order to lay off one full-time officer.

The record also established that many of the temporary individuals do work which is not bargaining unit work. For instance, the mounted division uses horses for searches or for rescues and there is a real problem if they cannot be part of the Department. The testimony suggests that the provisions sought by the Union, as characterized by the Employer, would provide less work for the Department with probably the same level of work for the bargaining unit.

Everyone recognizes that auxiliary, part-time individuals, etc., may have greater opportunity for additional employment and certainly may not rely upon their employment with the Sheriff's Department to support them. Nonetheless, the evidence doesn't establish that all of those employees should be eliminated from the classifications affected before any regular full-time employee is laid off. Part of this conclusion is based upon the fact that there is no evidence establishing the historical layoff scenario. In that regard there is nothing to show why language which was originally bargained between the parties should be altered.

The concept of demotion in lieu of layoff is adopted in both parties' offers and was part of the original contract language. Where they deviate is that the Union's position would allow demotion into classifications which are not covered by Act 312. The Employer confines demotions to those 312 classifications or into other classifications, as long as they are negotiated for the non-eligible PA 312 classifications. Whether an Act 312 award can affect individuals who are not covered by the Act is an interesting question and although it may very well be, the question is

essentially moot. There are other aspects of the record which prevent the panel from adopting the Union's Last Offer of Settlement.

The recall language is much more specific and clear in the Employer's Offer of Last Settlement. The Union's recall language, inter alia, provides that recall shall be accomplished in the inverse order of layoff. A number of questions remain open.

After carefully examining all of the evidence, including the impact the Union's proposed changes will have on the Employer, and the impact upon the employees involved, the panel is forced to come to the conclusion that it must adopt the Employer's position.

AWARD

(Layoff and Recall)

The panel orders that the Employer's Last Offer of Settlement be adopted.



MARIO CHIESA
Neutral Chairperson



Union Delegate

Employer Delegate

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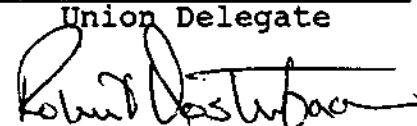
AWARD

(Layoff and Recall)

The panel orders that the Employer's Last Offer of Settlement be adopted.

 12-21-94

MARIO CHIESA
Neutral Chairperson

Union Delegate


Employer Delegate

MAJOR MEDICAL INSURANCE CO-PAY

The Employer seeks to change one aspect of this benefit. Currently the health insurance coverage provides, inter alia, basic benefits paid at 100 percent after an annual deductible of \$100 per individual or no more than \$200 per family. Major medical benefits are paid at 90 percent after meeting an annual deductible of \$100 per individual or no more than \$200 per family. There is also what is known as a co-payment limit which provides that if family members together have paid \$1,000 in the 10 percent co-payments within a calendar year, the plan will pay benefits of 100 percent for the balance of the calendar year. This is understood to mean that the first \$1,000 of major medical benefits is split between the Employer and a bargaining unit member on the basis of the Employer paying 90 percent and the bargaining unit member paying 10 percent.

The Union seeks to continue the current language, while the Employer seeks to change the co-payment.

An examination of the Employer's Last Offer of Settlement indicates that the Employer wishes to increase the co-pay to 80 percent/20 percent. This is understood to mean that for the first \$1,000 of major medical benefits the Employer's share would be 80 percent, while the bargaining unit member's share would become 20 percent.

The evidence shows that all other collective bargaining units employed by the County of Ottawa have the major medical deductible and service co-pay figures of 100/200/90 percent. In other words, it appears that at least as major medical deductible and co-pay

goes, the other bargaining units in the County have the identical benefits to what the deputies are now enjoying. If the Employer's position were adopted, that would no longer be the case. It is not surprising that the evidence shows that there has been an increase in total health care costs between 1989 and 1993. The percentage increases relate to total costs, which include medical claims, administrative RX claims, RX administrative and stop loss. The changes between 1989 and 1990 were 6.28%; between 1990 and 1991 was 6.68%; between 1991 and 1992 was 17.33%; and between 1992 and 1993 was 17.59%. It is noted that there is no showing by the Employer how much would be saved from its point of view if its Last Offer of Settlement were adopted.


I note the Employer argues that Kent County has an 80/20 percent split as proposed by the Employer in this case. However, there doesn't seem to be any other data regarding the comparable communities which support adoption of the Employer's position.

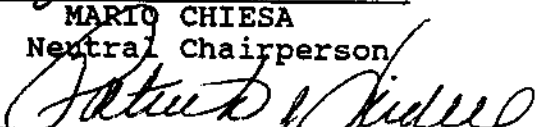
A careful analysis of the record clearly establishes that the Employer's Last Offer of Settlement should not be adopted. The status quo shall continue.

ORDER

(Major Medical Insurance Co-Pay)

The panel orders that the Union's Last Offer of Settlement be adopted.


MARIO CHIESA
Neutral Chairperson


Union Delegate

Employer Delegate

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I note the Employer argues that Kent County has an 80/20 percent split as proposed by the Employer in this case. However, there doesn't seem to be any other data regarding the comparable communities which support adoption of the Employer's position.

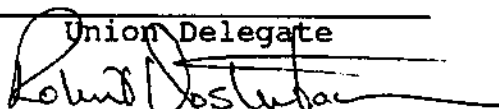
A careful analysis of the record clearly establishes that the Employer's Last Offer of Settlement should not be adopted. The status quo shall continue.

ORDER

(Major Medical Insurance Co-Pay)

The panel orders that the Union's Last Offer of Settlement be adopted.

 12-21-94
MARIO CHIESA
Neutral Chairperson

Union Delegate

Employer Delegate

A P P E N D I X A

STATE OF MICHIGAN
COMPULSORY ARBITRATION PANEL

MARIO CHIESA, Arbitrator
ROBERT OOSTERBAAN, Employer Delegate
PATRICK SPIDELL, Union Delegate

In the Matter of:

OTTAWA COUNTY SHERIFF'S DEPARTMENT,

Employer,

Arising Pursuant to
Act 312, Public Acts
of Michigan, as amended

-and-

POLICE OFFICERS ASSOCIATION
OF MICHIGAN,

Case G 92 J-0654

Labor Organization.

EMPLOYER'S LAST BEST OFFERS ON PENDING ISSUES

PRELIMINARY

It was agreed by all parties that the classifications covered by this proceeding are those declared eligible for PA 312 compulsory arbitration as established by the Michigan Employment Relations Commission decision in MERC UC 93 D-28 (Exhibit 48). The decision in that case limits the classifications eligible for Act 312 arbitration to deputies and detectives.

It was also agreed that all issues pending before the panel are economic (T.4).

1. WAGES

Wages are agreed to be treated on a package basis as a single issue for the stipulated three (3) year contract term.

Effective Jan. 1, 1992
4%

Effective Jan. 1, 1993
0%

Effective Jan. 1, 1994
5%

Wage schedule reflecting this offer is attached as Appendix "A".

APPENDIX "A"

Effective January 1, 1992

Road Patrol Deputy

	A	B	C	D	E
Hourly	13.0066	15.6705	16.1800	16.7535	16.7970
Annual	27,053	32,594	33,654	34,847	34,937

Detective

	A	B	C	D	E
Hourly	13.7870	16.6105	17.1510	17.7583	17.8050
Annual	28,676	34,549	35,674	36,937	37,034

Effective January 1, 1993

Road Patrol Deputy

	A	B	C	D	E
Hourly	13.0066	15.6705	16.1800	16.7535	16.7970
Annual	27,053	32,594	33,654	34,847	34,937

Detective

	A	B	C	D	E
Hourly	13.7870	16.6105	17.1510	17.7583	17.8050
Annual	28,676	34,549	35,674	36,937	37,034

Effective January 1, 1994

Road Patrol Deputy

	A	B	C	D	E
Hourly	13.6569	16.4540	16.9890	17.5912	17.6369
Annual	28,406	34,224	35,337	36,589	36,684

Detective

	A	B	C	D	E
Hourly	14.4762	17.4410	18.0084	18.6464	18.6953
Annual	30,110	36,277	37,457	38,784	38,886

2. RETROACTIVITY

With respect to current employees, the wage proposal will be retroactive to January 1, 1992.

With respect to employees who have left the bargaining unit prior to the award, retroactive pay will be available only to those persons continuing in employment in some other position in the Sheriff's Department as of the date of the award.

3. RETIREMENT

ARTICLE XV

15.1. The Employer shall pay all costs, including the employee's portion, of the current retirement plan in accordance with provisions of the law. The retirement plan is the Municipal Employees Retirement System (MERS) C-2 Plan with B-1 base. In addition, a F-50 Waiver (after 25 years service) and the E-2 Benefit is included in the retirement plan.

4. DENTAL

ARTICLE XIII

13.3. Dental Insurance. The Employer shall provide basic family dental plan (60/40) without orthodontics and a \$1,000.00 maximum benefit year. The Employer will pay up to \$25.00 maximum per month for an employee. Any costs above the Employer cost shall be paid by the Employee.

Effective date of this change will be the first of the month following the date of the award.

5. RETIREE HEALTH INSURANCE

ARTICLE XIII

13.9. Retiree Health Insurance. Employer will credit retiree four dollars (\$4.00) for each year of service with Employer up to a maximum of \$100/month for applying toward health coverage through the Employer for retiree and spouse after age fifty (50) and up until age sixty-five (65), (e.g. 22 years of service X \$4.00 = \$88/month credit).

6. HOLIDAY PAY ELIGIBILITY

ARTICLE IX

9.5. An Employee to be eligible for an assigned holiday with pay, must be a full-time employee on the date of the holiday and must have worked the scheduled work day immediately preceding and immediately following the holiday, except that when a recognized holiday falls within an employee's scheduled vacation, the employee will be entitled to an extra day of vacation to be taken at the beginning of his regularly scheduled vacation.

7. CALCULATING OVERTIME PAY

ARTICLE V

5.2. (a) An employee covered by this Agreement, other than the employees assigned by the Sheriff to work twelve (12) hour shifts, who is required by the Department to work in excess of an average of forty (40) hours per week will receive payment at the rate of time and one-half or compensatory time at the rate of time and one-half for such excess hours.

(b) All regular full-time Road Patrol Officers who are assigned by the Sheriff to work a twelve (12) hour shift shall normally work eighty-four (84) hours per pay period and receive eighty (80) hours of pay at the straight time rate. The difference in hours between eighty-four (84) and eighty (80) shall be submitted as a request for four (4) hours of compensatory time at an hour-for-hour rate.

8. SUBCONTRACTING/RIGHTS OF COUNTY

The County proposes to continue Article 2 in its entirety including 2.2.

2.2. The Employer retains the right to subcontract or secure auxiliary services to perform work normally performed by members of the Union if and when, in his judgment, he does not have immediately available sufficient qualified manpower, proper equipment, capacity and ability to perform such work within the available or required amount of time during emergencies, or when such work cannot be performed by the then members of the Union on an efficient and economical basis. Under no circumstances, however, shall the Employer subcontract work normally performed by members of the Union while there are members then qualified to perform the available work on layoff.

9. RESIDENCY

ARTICLE XXIII

23.3. Add subparagraph (iii) to read:

Exceptions to the residency requirements under (i) and (ii) above may be made by the Sheriff in his discretion.

10. TWELVE HOUR SHIFTS

Continue Article II., Rights of County, in its entirety including:

2.1. Except as specifically restricted by the terms of this Agreement, the customary and usual rights, powers, functions and authority of Management are vested in the Employer. These rights include, but are not limited to, those provided by statute or law along with the right to hire, direct, promote, transfer, assign, and retain employees in positions within the Department. Further, to suspend, demote, discharge (including failure to reappoint), or take other disciplinary action but only for just cause, and to maintain the efficient administration of the Employer. It is also agreed that the Employer retains the right to determine the method, means, and personnel, employees or otherwise, by which the business of the Employer shall be conducted, and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof.

Add a new section as follows:

5.2(b). All regular full-time Road Patrol Officers who are assigned by the Sheriff to work a twelve (12) hour shift shall normally work eighty-four (84) hours per pay period and receive eight (80) hours of pay at the straight time rate. The difference in hours between eighty-four (84) and eighty (80) shall be submitted as a request for four (4) hours of compensatory time at an hour for hour rate.

10.A. SHIFT ASSIGNMENT

Continue Article II., Rights of County, in its entirety including:

2.1. Except as specifically restricted by the terms of this Agreement, the customary and usual rights, powers, functions and authority of Management are vested in the Employer. These rights include, but are not limited to, those provided by statute or law along with the right to hire, direct, promote, transfer, assign, and retain employees in positions within the Department. Further, to suspend, demote, discharge (including failure to reappoint), or take other disciplinary action but only for just cause, and to maintain the efficient administration of the Employer. It is also agreed that the Employer retains the right to determine the method, means, and personnel, employees or otherwise, by which the business of the Employer shall be conducted, and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof.

Continue provisions of Article V, Hours of Work, as follows:

5.5. Work schedules shall be posted on a monthly basis at least one (1) week prior to the beginning of the next month's schedule. Schedule changes requested by an employee after a schedule has been posted will not be allowed unless:

(a) employees affected by the schedule change mutually agree to the employee's request and the Employer approves, or

(b) the Employer determines the employee's shift may go unfilled and approves the request.

The Employer specifically reserves the right to make schedule changes due to, but not limited to, employee illness or injury and emergency situations. Schedule changes for the purpose of avoiding overtime caused by an employee's illness or injury will not be made by the Employer the first day without employee consent.

Add a new section as follows:

5.2(b). All regular full-time Road Patrol Officers who are assigned by the Sheriff to work a twelve (12) hour shift shall normally work eighty-four (84) hours per pay period and receive eighty (80) hours of pay at the straight time rate. The difference in hours between eighty-four (84) and eighty (80) shall be submitted as a request for four (4) hours of compensatory time at an hour-for-hour rate.

11. INSURANCE

Continue provisions of Article XIII with following change:

13.1(b). Coverage. The group hospital/medical insurance program requires the employee to pay \$100 deductible for single subscriber, \$200 deductible for family on all basic coverage claims and \$100 major medical deductible for a single subscriber, \$200 major deductible for family.

Employees will be responsible for twenty percent (20%) of Major Medical benefits after the annual deductible is met.

A four dollar (\$4.00) co-pay prescription drug rider for purchase of generic drugs only.

In the event a certain generic drug is not used, the employee shall pay a six dollar (\$6.00) co-pay.

A mail order prescription drug program for certain maintenance types of medication will be added in 1991.

Effective date of the change in Major Medical benefits to be the first of the month following the date of the award.

12. LAYOFF AND RECALL

ARTICLE VI SENIORITY

6.4. Layoff and Recall. Layoff shall mean the separation of the employee from the active work force due to lack of work or funds, or the abolition of positions because of changes in the department.

6.5. All reductions in the work force shall be accomplished in the following manner:

A. The first employee to be laid off shall be the employee with the least classification seniority in the classification affected, provided, however, that the remaining senior employees have the experience and ability to perform the required work. Where the affected employees have the same classification seniority, the employee with the least seniority shall be laid off first. Further layoffs from the affected classification shall be accomplished by the inverse order of classification seniority, provided however, that the remaining senior employees have the experience and ability to perform the required work.

B. Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification subject to PA 312 eligibility in the department, provided, however, that he has greater seniority than the employee whom he is to replace. Demotion shall be through those positions in which the employee previously held permanent status, provided that a probationary employee shall not displace an employee with seniority in a position in which he has not previously held permanent status.

Such demotions shall be allowed for the following classification:

(a) Detective to Road Patrol

i. Demotions into non-eligible PA 312 classifications within the department will be made in accord with the contract procedures that may be negotiated for the non-eligible PA 312 classifications.

ii. An employee demoted pursuant to this section shall be placed in the highest salary step listed in Appendix A for the classification being demoted into which results in a decrease in annualized salary.

iii. An employee demoted pursuant to this section shall be on a sixty (60) day trial period in the new position during which time the employee's job performance shall be evaluated no less than three times. Failure to successfully perform

the duties of the position will result in the employees being laid off at the end of the trial period or, in lieu thereof, the employee may request an additional demotion if so eligible.

Employees who are laid off pursuant to Section 6.5A shall have recall rights (in the inverse order of their layoff) as vacancies occur or positions are reinstated in the classification from which they were laid off, provided such employees still have the physical and mental capacity to perform the required work. Employees having requested and received a demotion pursuant to Section 6.5B. shall similarly be eligible for recall to their former classification at such time as vacancies occur or positions are reinstated in their former classifications, provided such employees still have the necessary experience, training and qualifications as determined by the Employer to perform the required work.

941366006-0004-MBS

941366006-0002-MBS

IN THE MATTER OF
ARBITRATION UNDER ACT 312
PUBLIC ACTS OF 1969
AS AMENDED

BEFORE: MARIO CHIESA, ESQ., IMPARTIAL CHAIRMAN

COUNTY OF OTTAWA

- and -

MERC Case No: G92 J-0654

POLICE OFFICERS ASSOCIATION
OF MICHIGAN (Deputies
and Detectives)

UNION'S FINAL OFFER
OF SETTLEMENT

Police Officers Association
of Michigan
Suite 103
28815 W. Eight Mile Road
Livonia, Michigan 48152
(313) 476-3355

ARBITRATION ISSUES

ECONOMIC ISSUES

Union

1. Wages
3. Pension - Multiplier
4. Dental Plan [DROPPED BY UNION]
5. Health Insurance for Future Retirees
6. Holiday Pay Eligibility
7. Overtime - Paid Time Counted
8. Subcontracting
9. Residency
10. Twelve-Hour Shifts
- 10A. Shift Assignment
12. Layoff and Recall

Employer

2. Eligibility for Retroactive Pay Increases
11. Major Medical Insurance Co-Pay Amount

UNION ECONOMIC ISSUE #1

WAGES

PRESENT:

		A	B	C	D	E
		<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>5 Yrs.</u>
Road Patrol Deputy						
1-1-90	Annual	25,250	30,422	31,411	32,209	32,609
	Hourly	12.1394	14.6260	15.1014	15.4851	15.6774
7-1-90	Annual	25,503	30,726	31,725	32,531	32,935
	Hourly	12.2611	14.7721	15.2524	15.6399	15.8341
1-1-91	Annual	26,013	31,341	32,360	33,507	33,594
	Hourly	12.5063	15.0678	15.5577	16.1091	16.1510
Detective						
1-1-90	Annual	26,765	32,247	33,296	34,142	34,566
	Hourly	12.8678	15.5034	16.0077	16.4144	16.6183
7-1-90	Annual	27,033	32,570	33,629	34,483	34,911
	Hourly	12.9966	15.6587	16.1678	16.5784	16.7841
1-1-91	Annual	27,574	33,221	34,302	35,517	35,610
	Hourly	13.2567	15.9716	16.4913	17.0755	17.1202

UNION'S FINAL OFFER OF SETTLEMENT:

		A	B	C	D	E
		<u>Start</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>5 Yrs.</u>
Road Patrol						
Deputy						
1-1-92	Annual	27,054	32,595	33,654	34,847	34,938
(4%)	Hourly	13.0066	15.6705	16.1800	16.7535	16.7970
1-1-93	Annual	28,136	33,898	35,001	36,241	36,335
(4%)	Hourly	13.5268	16.2973	16.8272	17.4236	17.4689
1-1-94	Annual	29,542	35,593	36,751	38,053	38,152
(5%)	Hourly	14.2032	17.1122	17.6686	18.2948	18.3424
Detective						
1-1-92	Annual	28,677	34,550	35,674	36,940	37,034
(4%)	Hourly	13.7870	16.6105	17.1510	17.7585	17.8050
1-1-93	Annual	29,824	35,932	37,101	38,415	38,516
(4%)	Hourly	14.3384	17.2749	17.8370	18.4689	18.5172
1-1-94	Annual	31,315	37,728	38,956	40,336	40,442
(5%)	Hourly	15.0554	18.1386	18.7288	19.3923	19.4431

Wages to be retroactive to January 1, 1992 for all hours compensated and payable to all employees on the payroll of the employer on the date of the award or retired from the County of Ottawa since January 1, 1992.

UNION ECONOMIC ISSUE #3

PENSION - MULTIPLIER

PRESENT:

ARTICLE XV
RETIREMENT

15.1: The Employer shall pay all costs, including the employee's portion, of the current retirement plan in accordance with provisions of the law. The retirement plan is the Municipal Employees Retirement System (MERS) C-2 Plan with B-1 base. In addition, a F-50 Waiver (after 25 years service) and the E-2 Benefit is included in the retirement plan. Employees will be required to pay for the cost of the F-50 Waiver to the next highest whole percent of gross salary.

Effective 1/1/91: The Employer will pay the cost of the F-50 Waiver.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XV
RETIREMENT

15.1: The Employer shall pay all costs, including the employee's portion, of the current retirement plan in accordance with provisions of the law. The retirement plan is the Municipal Employees Retirement System (MERS) C-2 Plan with B-1 base. In addition, a F-50 Waiver (after 25 years service) and the E-2 Benefit is included in the retirement plan. Effective [date of award] the Employer shall assume the full costs for improving the (MERS) retirement system to benefit level B-3 for all years of service.

Pension - Multiplier to be effective date of award.

UNION ECONOMIC ISSUE #4

DENTAL PLAN

UNION'S FINAL OFFER OF SETTLEMENT:

The Union withdraws this issue from the Act 312 arbitration proceeding. Therefore, the status quo shall prevail.

UNION ECONOMIC ISSUE #5

HEALTH INSURANCE FOR FUTURE RETIREES

PRESENT:

ARTICLE XIII
INSURANCE

13.9: Retiree Health Insurance. Employer will credit retiree four dollars (\$4.00) for each year of service with Employer up to a maximum of \$100/month for applying toward health coverage through the Employer for retiree and spouse after age fifty (50) and up until age sixty-five (65), (e.g. 22 years of service x \$4.00 = \$88/month credit).

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE XIII
INSURANCE

13.9: Retiree Health Insurance. Effective [date of award] the Employer will credit each retiree at retirement date with a monthly allowance of six dollars (\$6.00) for each year of service. Such amount shall be then calculated as a percentage amount of the cost of two-person health insurance under the Employer's health insurance plan at retirement date. Thereafter, such percentage shall become fixed and the County shall continue to pay on behalf of such retiree that fixed percentage of cost of each future year's two-person health insurance. It is understood that the dollar amount of cost paid by the County will increase as total cost of premium increases. In no event, however, shall the Employer's obligation for payment of premium exceed 70% of cost of any year's two-person health insurance.

The Employer shall be obligated to maintain health insurance for retirees under such arrangement except for any period when retiree is covered by any other equivalent health insurance plan, or when retiree receives Medicare coverage. The Employer shall be obligated to maintain such health insurance

under such arrangement after the retiree has attained age fifty (50) and up until the retiree reaches age sixty-five (65).

[Example:

26 years of service x \$6.00 = \$156.00
Cost of 2-party at retirement date: \$212.50
Percentage calculated $156 \div 212.50 = 73.41\%$
Maximum of 70% = $\$212.50 \times .70 = \148.75 paid
by Employer first year
Second year cost of 2-party: \$243.15
Maximum of 70% = $\$243.15 \times .70 = \170.21 paid
by Employer second year
And so forth for each future year.]

Health Insurance for Future Retirees to be effective date of award.

UNION ECONOMIC ISSUE #6

HOLIDAY PAY ELIGIBILITY

PRESENT:

ARTICLE IX
HOLIDAYS

9.5: An employee, to be eligible for an assigned holiday with pay, must be a full-time employee on the date of the holiday and must have worked the scheduled work-day immediately preceding and immediately following the holiday, except that when a recognized holiday falls within an employee's scheduled vacation, the employee will be entitled to an extra day of vacation to be taken at the beginning of his regular scheduled vacation.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE IX
HOLIDAYS

9.5: An employee, to be eligible for an assigned holiday with pay, must be a full-time employee on the date of the holiday and must have worked the calendar day immediately preceding and/or following the holiday, if scheduled as a regular work day, except that when a recognized holiday falls within an employee's scheduled vacation, the employee will be entitled to an extra day of vacation to be taken at the beginning of his regular scheduled vacation.

Holiday Pay Eligibility to be effective date of award.

UNION ECONOMIC ISSUE #7

OVERTIME - PAID TIME COUNTED

PRESENT:

ARTICLE V
HOURS OF WORK AND OVERTIME

5.2: An employee covered by this Agreement who is required by the Department to work in excess of an average of forty (40) hours per week will receive payment at the rate of time and one-half or compensatory time at the rate of time and one-half for such excess hours.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE V
HOURS OF WORK AND OVERTIME

5.2: An employee covered by this Agreement who is required by the Department to work in excess of an average of forty (40) hours per week will receive payment at the rate of time and one-half or compensatory time at the rate of time and one-half for such excess hours. For purposes of overtime computation, all paid time off shall count as hours worked.

Overtime - Paid Time Counted to be retroactive to January 1, 1993.

UNION ECONOMIC ISSUE #8

SUBCONTRACTING

PRESENT:

ARTICLE II
RIGHTS OF COUNTY

2.2: The Employer retains the right to subcontract or secure auxiliary services to perform work normally performed by members of the Union if and when, in his judgment, he does not have immediately available sufficient qualified manpower, proper equipment, capacity and ability to perform such work within the available or required amount of time during emergencies, or when such work cannot be performed by the then members of the Union on an efficient and economical basis. Under no circumstances, however, shall the Employer subcontract work normally performed by members of the Union while there are members then qualified to perform the available work on layoff.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE II
RIGHTS OF COUNTY

2.2: The Employer retains the right to subcontract services to perform work normally performed by members of the Union if and when it does not have reasonably available sufficient qualified manpower, proper equipment, capacity and ability to perform such work within the available or required amount of time during emergencies. Under no circumstances, however, shall the Employer subcontract work normally performed by members of the Union while there are members then qualified to perform the available work on layoff.

Subcontracting to be effective date of award.

UNION ECONOMIC ISSUE #9

RESIDENCY

PROPOSED:

ARTICLE XXIII
CONDITIONS OF EMPLOYMENT

23.3: Residency. All regular full-time employees covered by this agreement shall reside within the County of Ottawa subject to the following:

- (i) Any employee who is currently not a resident of the County shall only be required to reside within the County of Ottawa in the event of a move from their existing residence; and
- (ii) New employees shall reside within Ottawa County within six (6) months of successful completion of their probationary period.

UNION'S FINAL OFFER OF SETTLEMENT:

23.3: Residency. Bargaining unit members shall be permitted to reside within the County of Ottawa or within any other county contiguous by land to the County of Ottawa.

Residency to be effective date of award.

UNION ECONOMIC ISSUE #10

TWELVE-HOUR SHIFTS

PRESENT:

From Letter of Understanding dated 10-6-93

5. All regular full-time Road Patrol and Corrections Officers who are assigned by the Sheriff to work a twelve (12) hour shift shall normally work eighty four (84) hours per pay period and receive eighty (80) hours of pay at the straight time rate. The difference in hours between eighty four (84) and eighty (80) shall be submitted as a request for four (4) hours of compensatory time at an hour for hour rate.

UNION'S FINAL OFFER OF SETTLEMENT:

Add language to contract:

All patrol officers shall be scheduled for fourteen (14) twelve (12) hour duty shifts during a twenty-eight (28) day period.

The term "work week" shall be defined as a period of one hundred and sixty-eight (168) consecutive hours, i.e., seven (7) consecutive twenty-four (24) hour days beginning at 11:01 p.m. Sunday, each calendar week, and ending at that time the following Sunday.

Employees who work a twelve (12) hour shift shall normally work eighty-four (84) hours per pay period and receive eighty (80) hours of pay at the straight time rates. The difference in hours between eighty-four (84) and eighty (80) shall be submitted as a request for four (4) hours of compensatory time at an hour-for-hour rate.

Employees working a twelve (12) hour shift shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of twelve (12) hours in any one day, as hereinafter defined, or in excess of eighty-four (84) hours in

any one pay period. Overtime computation shall be governed in accordance with Article 5.2.

Twelve-Hour Shifts to be effective date of award.

UNION ECONOMIC ISSUE #10A

SHIFT ASSIGNMENT

PRESENT:

No current language in contract. Practice between the parties for at least the last two years has been to select shifts quarterly based on seniority for both road and corrections employees.

UNION'S FINAL OFFER OF SETTLEMENT:

Add language to contract:

Shift Preference. Shift assignments for employees in the road patrol will be made on an eighty-four (84) day basis. Determination of shift assignments shall be based on the employee's preference according to his/her seniority within the Sheriff's Department. Those eligible must have completed at least one year of service within their classification.

Shift Assignment to be effective date of award.

UNION ECONOMIC ISSUE #12

LAYOFF AND RECALL

PRESENT:

ARTICLE VI
SENIORITY

6.4: Layoff and Recall. Layoff shall mean the separation of the employee from the active work force due to lack of work or funds, or the abolition of positions because of changes in the department.

6.5: All reductions in the work force shall be accomplished in the following manner:

- A. The first employee to be laid off shall be the employee with the least classification seniority in the classification affected, provided, however, that the remaining senior employees have the experience and ability to perform the required work. Where the affected employees have the same classification seniority, the employee with the least seniority shall be laid off first. Further layoffs from the affected classification shall be accomplished by the inverse order of classification seniority, provided however, that the remaining senior employees have the experience and ability to perform the required work.
- B. Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification in the department, provided, however, that he has greater seniority than the employee whom he is to replace. Demotion shall be through those positions in which the employee previously held permanent status, provided that a probationary employee shall not displace an employee with seniority in a position in which he has not previously held permanent status.

UNION'S FINAL OFFER OF SETTLEMENT:

ARTICLE VI
SENIORITY

6.4: Layoff and Recall. Layoff shall mean the separation of the employee from the active work force due to lack of work or funds, or the abolition of positions because of changes in the department.

6.5: All reductions in the work force shall be accomplished in the following manner:

- A. All part-time, temporary, casual employees, reserves, auxiliaries and posse members in the classifications affected shall be laid off before any regular full-time employee.
- B. The first full-time employee to be laid off shall be the employee with the least classification seniority in the classification affected, provided, however, that the remaining senior employees have the experience and ability to perform the required work. Where the affected employees have the same classification seniority, the employee with the least seniority shall be laid off first. Further layoffs from the affected classification shall be accomplished by the inverse order of classification seniority, provided however, that the remaining senior employees have the experience and ability to perform the required work.
- C. Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification in the department, provided, however, that he has greater seniority than the employee whom he is to replace.
 - 1. Such demotions shall be allowed for the following classifications in the order provided. Employees will be allowed to bump as far as necessary in the classifications listed below to ensure a full-time position.
 - a. Detective to Road Patrol;
 - b. Road Patrol to Transportation Officer;

- c. Transportation Officer to Sr. Corrections Officer; and
- d. Sr. Corrections Officer to Corrections Officer; and
- e. Corrections Officer to Animal Control Officer.

Demotions into other bargaining unit classifications will not be allowed.

- 2. An employee demoted pursuant to this section shall be placed in the highest salary step listed in Appendix A for the classification being demoted into which results in a decrease in annualized salary.
- 3. An employee demoted pursuant to this section shall be on a sixty (60) day trial period in the new position during which time the employee's job performance shall be evaluated no less than three times. Failure to successfully perform the duties of the position will result in the employee being laid off at the end of the trial period or, in lieu thereof, the employee may request an additional demotion if so eligible.
- 4. The Employer shall be required to recall employees who have been laid off less than two (2) years prior to hiring any new employees. Recall shall be accomplished in the inverse order of layoff.

Layoff and Recall to be effective date of award.

EMPLOYER ECONOMIC ISSUE #2

ELIGIBILITY FOR RETROACTIVE PAY INCREASES

UNION'S FINAL OFFER OF SETTLEMENT IN
RESPONSE TO EMPLOYER PROPOSAL:

Retroactivity of pay increases is included as an inseparable portion of the Union's Final Offer of Settlement regarding Wages.

EMPLOYER ECONOMIC ISSUE #11

MAJOR MEDICAL INSURANCE CO-PAY AMOUNT


UNION'S FINAL OFFER OF SETTLEMENT IN
RESPONSE TO EMPLOYER PROPOSAL:

The Union rejects any changes to the current language and/or practice and desires to maintain the status quo.

Wherefore, the Final Offer of Settlement of the Union is
tendered in good faith and upon careful consideration.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



William Birdseye
Advocate

Ann Maurer
Labor Economist

Dated: May 23, 1994