

757

**STATE OF MICHIGAN  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
COMPULSORY ARBITRATION  
ACT 312 P.A. 69, AS AMENDED**

In the Matter of:

**SCHOOLCRAFT COUNTY SHERIFF  
DEPARTMENT,**

Employer,

and

**MERC Case No. L97 A-5008**

**POLICE OFFICERS LABOR COUNCIL,**

Panel Members:

S. Olof Karlstrom, Chair

Peter Hollenbeck, Employer Delegate

Thomas Kreis, Union Delegate

---

**CHRONOLOGY**

Petition for Arbitration Filed:	December, 1997
Arbitration Hearing:	April, 1998
Briefs Received:	June, 1998
Award Issued:	November 4, 1998

**APPEARANCES**

For the Employer:	Peter J. Hollenbeck, Esq.
For the Union:	Nino E. Green, Esq.

**PROCEDURAL MATTERS**

A hearing was held at the Courthouse in Manistique, Michigan on April 24, 1998. The parties stipulated on the record that there were no challenges or objections to the jurisdiction of the Arbitrator or the timeliness of the Arbitration proceeding.

Additionally, the Employer withdrew its issue regarding Article 35 as it pertained to compensatory time. The parties were agreed that there would be a three year contract. Proofs were presented on the following issues, all of which were treated as economic:

Union Issues

1. Article 35, Time and 1/2 Holiday Pay
2. Article 41, Health Care Insurance
3. Appendix A, Pensions
4. Appendix B, Wages, 1997, 1998 and 1999
5. Appendix C, Uniforms and Equipment

County Issues

6. Article 40, Vacation Time
7. Appendix C, Transports

Twenty-three exhibits were stipulated to at the beginning of the hearing, two joint, eleven by the Union and nine by the Employer with the understanding that purported summaries could be corrected by either party if subsequently found to be incorrect.\* Three additional exhibits were admitted during the course of the hearing, one jointly and two by the Union. The admitted exhibits are as follows:

Union

1. Schoolcraft Collective Bargaining Contract
2. Alger Collective Bargaining Contract
3. Baraga Collective Bargaining Contracts
4. Luce Collective Bargaining Contract
5. Iron Collective Bargaining Contract

---

\*No corrections or errors were brought to the attention of the Chair and the parties, either by way of testimony or by brief.

6. Mackinaw Collective Bargaining Contract
7. Missaukee Collective Bargaining Contract
8. Ontonagon Collective Bargaining Contract
9. Oscoda Collective Bargaining Contract
10. Table to Illustrate Comparable Retirement Plans
11. Compensation Table of Comparable Wage Rates

#### **Employer**

12. 1996 Audited Financial Statement
13. Treasurer's Summary through 1998
14. Michigan Treasurer's Taxable Valuation Summaries
15. Mining Journal Report of UP Census
16. Summary of Comparable Data Including Wages & Benefits
17. Alger County Sheriff Summary of Deputy Sheriffs and Work Load
18. Iron County Sheriff Summary of Deputy Sheriffs and Work Load
19. Luce County Summary of Deputy Sheriffs and Work Load
20. Mackinaw County Summary of Deputy Sheriffs and Work Load
21. Clerk's Worksheet of Millages in Comparables

#### **Joint Exhibits**

22. Act 312 Arbitration Award Schoolcraft January 1, 1990
23. Act 312 Arbitration Award Schoolcraft April 1, 1994

#### **Added During Course of Hearing**

24. (Union) Actuarial Study of Pension Proposal
25. (Joint) Uniform List
26. (Employer) Summary of Auditor's figures compiled by County fiscal officer

### **STIPULATIONS AND AGREEMENTS**

During the course of the hearing the parties stipulated to a resolution of two issues. Article 40, Vacation Pay and the issue of Uniforms covered by Appendix C paragraph (b), (c) and (d) and in part by Appendix I, paragraph 4.

The language of Article 40 was submitted as a Last Best Offer by the Employer. The amended language occurs in paragraph (c) which by agreement of the parties should read as follows:

- (c) Rate during vacation: Employees will be paid their current day rate and will receive credit for any benefits provided for in this Agreement.

(Employer proposal)

The parties also, through their testimony, spent much time and effort with the various contract provisions dealing with uniforms and stipulated to the language in Joint Exhibit 25. That language was agreed to by the Sheriff as a clarification for Appendix C, paragraph (b), (c) and (d), but was not stipulated to as a substitute for any of those paragraphs.

The Employer's Last Best Offer on this issue, places minor changes in the language of paragraph (d) of Appendix C and paragraph 4 of Appendix I. The Union's proposal seeks to incorporate the language of Exhibit 25. However, the Union's Post Hearing Brief has indicated its willingness to accept the Employer's proposal. Accordingly, Appendix C, paragraph (d) is amended to read as follows:

- (d) Three Hundred dollars (\$300.00) for purchase of police related equipment shall be provided by the EMPLOYER effective January 1, 1993; the conditions attached to the allowance are removed.

Appendix I, paragraph (4) is amended to read as follows:

- (4) The Sheriff shall prepare, maintain, and update, as he/she sees fit a required uniform/equipment list containing the items which the Sheriff requires each employee to wear or to have available in pursuit of the employee's job duties. Any work related equipment or items not listed on the uniform list shall be the employee's responsibility to purchase or maintain, and the uniform allowance shall be used for that purpose.

As a result of discussions among the panel members concerning the Last Best Offers and Post Trial Briefs, the following issues were stipulated to and the appropriate language adopted:

Article 35, Time and One Half is amended to read as follows:

**Article 35. Premium Pay.**

- (a) Time and one-half or compensatory time shall be paid as follows:
  - (i) for all hours worked over eight (8) in one day, and
  - (ii) for all hours worked over forty (40) in a week.
- (b) Double time shall be paid, in addition to holiday pay, for all hours worked on holidays that are established by this Agreement.
- (c) There shall be no pyramiding of the premium pay provisions of this Article.

(Union Last Best Offer)

In lieu of the above, employees may, at their option, take compensatory time off at a rate equal in hours to time and one-half at a mutually agreeable time, providing such provision conforms to State and Federal laws. (Existing contract.)

**Article 41. Hospitalization, Medical and Life Insurance Coverage** paragraph (a) shall be amended to read as follows:

- (a) The EMPLOYER agrees to pay the full premium for Life Insurance in the amount of Ten Thousand Dollars (\$10,000.00) and hospitalization, medical insurance, dental and optical insurance for each employee as currently covered, or a plan of equal cash value. (Employer proposal.)

**CONTESTED ISSUES**

The remaining issues to be discussed and analyzed deal with the following:

## **Appendix A - Pensions**

## **Appendix B - Wages**

**1997**

**1998**

**1999**

## **Appendix C - Transport of Prisoners**

The last best offers of the parties as to all issues are attached hereto as Exhibits; (A) being that of the Employer and (B) being that of the Union.

### **Background Information**

Schoolcraft County has a population base of 8,748 people according to a census taken in 1997, 446 people more than the 1990 U.S. Census. It is a large county located along the shores of Lake Michigan in the upper peninsula. It is largely a forested area with much state and federal land. Its taxable valuation is 168 million dollars; 1 mill of tax returns approximately \$155,000 in income.

The Sheriff's Department bargaining unit consist of three certified deputies, four non-certified deputies, and one cook/matron. The three certified deputies perform road patrol, alternating in that position so that each officer is on road patrol for four months out of each year. The other eight months they serve as correction officers with the four non-certified deputies and staff the County Jail. Employment with the Department has been stable with only one layoff over the past twenty years.

Over these years the County has worked to bring the jail into compliance with Department of Correction. Staffing has been the largest problem as they are required to have two people working 24 hours a day. This problem is addressed by using part-time help.

Historically, the County has twice been involved in 312 Arbitrations to resolve contract differences, one in 1989 and again in 1993. Economics has been at the core of these proceedings as the County has experienced some difficult times over the past ten years, beginning in 1988 when it had a fund balance of \$1,500. Since that time it has improved its overall financial condition so that today it has an unrestricted fund balance of approximately \$130,000 (as of December 31, 1997), a delinquent tax fund of \$848,000 (for the past two years its has been able to purchase delinquent tax rolls without bonding) and a budget stabilization fund of \$100,000 to address emergency needs. The County has set up numerous "restricted" accounts to help it deal with ongoing operations such as central stores, computer, postage meter, telephone and motor pool. There are also many other restricted agency accounts which the County maintains, but does not use for its general operations.

#### 1. Wages and Pension

A review of the comparable data submitted by the parties as to wages reveals the following:

COUNTY	1996	1997 TOP RATE	1998 TOP RATE	1999 TOP RATE
Alger		\$12.44	\$12.81	\$13.13
Baraga	\$12.30	\$12.81	(\$13.13)*	(\$13.46)*
Iron	\$10.08	(\$10.33)*	(\$10.59)*	(\$10.86)*
Luce	\$11.49	\$11.89	\$12.29	(\$12.60)*
Mackinac	\$11.88	(\$12.18)*	(\$12.48)*	(\$12.81)*
Missaukee	\$13.31	\$13.84	(\$14.19)*	(\$14.55)*
Ontonagon	\$11.96	\$12.36	(\$12.67)*	(\$12.99)*
Oscoda	\$11.63	\$12.23	\$12.60	\$12.97
Schoolcraft	\$11.04			
Union Proposal		\$11.79	\$12.54	\$12.54
Management Proposal		\$11.44	\$12.54	\$12.94

Analysis of the proposed increases reveals that the management proposal would result in a 3.6% increase in the first year, a 9.6% increase in the second year, and a 3.2% increase in the third. This totals 16.4% over three years or an average of 5.47%. The Union proposes increases of 6.8% in the first year and 6.4% in the second year. They propose no increase in the third year and instead propose the improved pension plan. The total wage package over three years of 13.2% averages out to 4.4%. If you add to that the pension plan increase of 4.6% (this is the actuarial estimate from Exhibit 24) the total economic package of 17.8% averages out at 5.93% over three years. Previous increases awarded in 1995 and 1996 have averaged 3.62% and 3.85% respectively.

The basic issue before the panel is whether or not the Union's offer for an improved pension can be accommodated. The Employer's overall economic position for the three year contract amounts to 16.4%. The Union's to 17.8%. Both exceed the annual cost of living increase which has averaged slightly less than 3% a year over the past three years. The cost of living increase for this year is expected to be less than 2% (the panel chair has taken judicial notice of the cost of living publication of the U.S. Department of Labor All Consumer Index). It is obvious from these proposal and the exhibits, particularly numbers 23 and 24 covering earlier 312 Arbitrations in 1989 and 1993, that the parties are seeking to make wages and the total economic package more compatible with their comparables.

A review of Exhibits 10 and 16 indicates that of the nine comparable counties (including Schoolcraft), one has the B-4 plan with a 2.5 multiplier, four have a B-3 plan with a 2.25 multiplier, three have a B-2 plan with a 2.0 multiplier (including



Schoolcraft), and one has a B-1 plan with a 1.7 multiplier. A chart of those basic provisions follows:

<b>RETIREMENT</b>			
<b>COUNTY</b>	<b>MULTIPLIER</b>	<b>MAX. BENEFIT</b>	<b>AGE/YRS</b>
Alger	2.25%	80%	0/20
Baraga	2.25%	80%	55/15
Iron	2.25%	80%	55/15
Luce	1.70%	80%	60/10
Mackinac	2.50%	80%	60/6
Missaukee	2.00%	80%	60/10
Ontonagon	2.00%	80%	55/15
Oscoda	2.25%	80%	55/15 & 50/25
Schoolcraft (CURRENT)	2.00%	80%	55/20
Schoolcraft (PROPOSED)	2.50%	80%	55/20 & 50/25

It appears to the panel chair that a solution to the Pension/Salary issue is available within the Last Best Offers submitted by the parties. It is possible to make an award as follows:

Management's 1st year salary effective April 1, 1997	\$ .40
Union's 2nd year salary effective April 1, 1998	\$ .75
Union's 3rd year salary effective April 1, 1999	\$ .00

#### **Union's Pension Proposal.**

The salary schedule for the top rated employees would be as follows:

<b>1996</b>	<b>1997</b>	<b>1998</b>	<b>1999</b>
11.04	11.44	12.19	12.19

This would amount to a 3.6% increase in the first year, 6.6% in the second and 0% in the third for a 10.2% increase over three years for an average cost of 3.4%. When you add to this the cost of the 4.6% pension plan increase as outlined by the actuary, the total increase for this package is 14.8%, well within the 16.4% increase proposed by the Employer.

It is recognized that pension contributions have increased overall for the County. The 1996 Audit in Note M (pp 33-35) details the funding changes. In 1991 the County was 106% funded. By the end of 1995 they were only 73% funded. Both the Treasurer and the Clerk/Fiscal Officer have testified to the increased funding required by the State for their pension plan. Yet it appears that the increased funding is system wide across all units of government. The fact that the county-wide plan is more expensive year by year, does not necessarily mean that the problem is caused by the Sheriff's Department which represents only 6% of the total MERS bill according to the Fiscal Officer.

Ms. Hedberg talked about what she perceived to be the increased costs of the B-4 plan. She mentioned a cost of \$9,457 a year plus a rider of \$4,600. This would total \$14,057 a year, substantially greater than the figures supplied by the State's actuary (which incidentally determines the figures to be paid by the County). They concluded the cost would be \$7,081 beginning in 1997. (Exhibit 24)

It should be noted in this regard that by capping the salary at \$12.19, the Union would be giving up \$.25 in pay on Management's proposal in the second year and \$.75 in 1999. Assuming the seven employees used to determine the actual cost, almost \$14,500 would be saved in salary alone for those two years, more than enough to offset the costs of \$14,057 mentioned by Ms. Hedberg. The capping of

the salary saves additional costs otherwise necessitated by increased FICA and Unemployment taxes and Workers Compensation expenses which all come with higher salaries.

In terms of the statutory requirements of Act 312, this resolution meets the requirements of Section 9 and most importantly sub paragraphs (c), (d), (e) and (f), for it is within the amount of money set forth as acceptable by the County, it is more closely related the Consumer Price Index than the other proposals, and it is comparable to other communities.

In view of the foregoing and in consideration of all the various statutory factors reviewed by the panel, the chair recommends adoption of the following Last Best Offers.

**Salaries**

**1997** Effective April 1, 1997 the Last Best Offer of the Employer to increase each category and step of the existing salary schedule by forty cents (\$.40) should be adopted.

**1998** Effective April 1, 1998 the Last Best Offer of the Union to increase each category and step of the salary schedule by seventy-five cents (\$.75) should be adopted.

**1999** Effective April 1, 1999 the Last Best Offer of the Union to forego any salary increase and amend Appendix A to read as follows:

**PENSIONS**

The pension provisions of Municipal Employees Retirement System Plan

B-4

FAC-3

**F 50/25 Waiver**

**E-2 Rider**

**V-10**

are in effect for employees covered by this Agreement. The employer shall pay one hundred percent (100%) of the pension contributions.

## **2. Appendix C - Transport of Prisoners**

The only testimony offered on this issue was that of Sergeant Gerald Jack. His testimony indicates that for a period of at least fifteen years, the Sheriff's Department has utilized two people to transport prisoners. This includes transporting prisoners within the County, outside the County, downstate and to Marquette Prison. On the average, the Department transports prisoners at least twice a month.

The principal problems encountered are when stops are made for purposes of eating, going to the bathroom, or addressing car problems. It is these situations that present the greatest safety hazards.

The Employer has proposed that:

- (h) A single deputy shall be used during the day shift for the transport of a prisoner, or a detainee, so long as that person is not being detained for a felony arrest or a felony sentence.

The Union's proposal read as follows:

- (h) The Employer shall not be required to assign more than one deputy to transport, within Schoolcraft County, prisoners charged or convicted or less than a felony offense.

The Union's position limits the transport to Schoolcraft County and thus seeks to limit potentially hazardous conditions which might result from longer trips. As this is a change in a long standing practice and can reduce costs for the County, the panel chair believes the Union's position to be a reasonable concession which should be adopted.

A handwritten signature in black ink, appearing to read "Doug Kankstro", followed by a horizontal line.

## **AWARD AND ORDERS**

IT IS ORDERED that the following Collective Bargaining Provisions covering Premium Pay (Article 35 Time and One-Half), Vacation Pay (Article 40), and Health Care Insurance (Article 41) be adopted as written below:

### **Article 35. Premium Pay.**


- (a) Time and one-half or compensatory time shall be paid as follows:
    - (i) for all hours worked over eight (8) in one day, and
    - (ii) for all hours worked over forty (40) in a week.
  - (b) Double time shall be paid, in addition to holiday pay, for all hours worked on holidays that are established by this Agreement.
  - (c) There shall be no pyramiding of the premium pay provisions of this Article.
- In lieu of the above, employees may, at their option, take compensatory time off at a rate equal in hours to time and one-half at a mutually agreeable time, providing such provision conforms to State and Federal laws.


### **Article 40.**

- (c) Rate during vacation: Employees will be paid their current day rate and will receive credit for any benefits provided for in this Agreement.

**Article 41. Hospitalization, Medical and Life Insurance Coverage** paragraph (a) shall be amended to read as follows:

- (a) The EMPLOYER agrees to pay the full premium for Life Insurance in the amount of Ten Thousand Dollars (\$10,000.00) and, hospitalization, medical insurance, dental and optical insurance for each employee as currently covered, or a plan of equal cash value. (Employer proposal.)

 11-2-98  
PETER HOLLENBECK, Employer Delegate

  
TOM KREIS, Union Delegate

 11/4/98  
S. OLOF KARLSTROM, Panel Chair

IT IS ORDERED that the issue of uniforms shall be resolved by adopting the Employer's Last Best Offer by amending paragraph (d) of Appendix C and paragraph 4 of Appendix I as indicated.

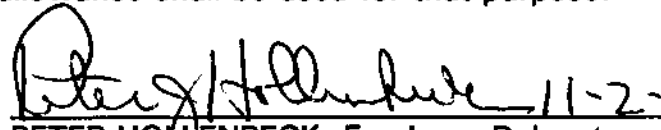
**Appendix C.**

- (d) Three Hundred dollars (\$300.00) for purchase of police related equipment shall be provided by the EMPLOYER effective January 1, 1993; the conditions attached to the allowance are removed. (Employer proposal.)

**Appendix I.**

4. The Sheriff shall prepare, maintain, and update, as he/she sees fit a required uniform/equipment list containing the items which the Sheriff requires each employee to wear or to have available in pursuit of that employee's job duties. Any work related equipment or items not listed on

the uniform list shall be the employee's responsibility to purchase or maintain, and the uniform allowance shall be used for that purpose.

 11-2-98  
PETER HOLLENBECK, Employer Delegate

  
TOM KREIS, Union Delegate


 11/4/98  
S. OLOF KARLSTROM, Panel Chair

IT IS ORDERED that the issue of transport shall be resolved based on the Union's Last Best Offer. A new paragraph (h) shall be added to Appendix C to read as follows:

- (h) The Employer shall not be required to assign more than one deputy to transport, within Schoolcraft County, prisoners charged or convicted of less than a felony offense.

OBJECT  
CONSISTENT W/  
EMPLOYER'S LAST  
BEST OFFER.

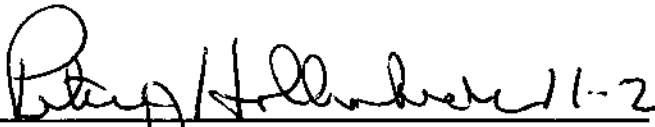
 11-2-98  
PETER HOLLENBECK, Employer Delegate

  
TOM KREIS, Union Delegate

 11/4/98  
S. OLOF KARLSTROM, Panel Chair

IT IS ORDERED that the 1997 wage issue shall be resolved based on the Employer's Last Best Offer. Effective April 1, 1997, the wage scale shall be increased by 40 cents (\$.40) for each position and step of the salary schedule.



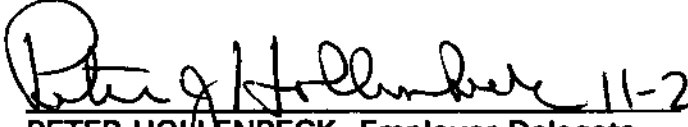
 11-2-98  
PETER HOLLENBECK, Employer Delegate

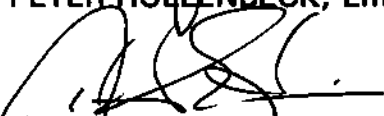
  
TOM KREIS, Union Delegate

 11/4/98  
S. OLOF KARLSTROM, Panel Chair

IT IS ORDERED that the 1998 wage issue shall be resolved based on the Union's Last Best Offer. Effective April 1, 1998 the wage scale shall be increased by seventy-five cents (\$.75) per hour for each position and step of the salary schedule.

OBJECT,  
CONSISTENT W/  
EMPLOYER'S LAST  
BEST OFFER.

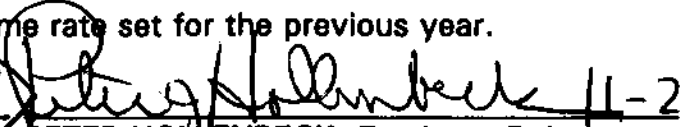
>  11-2-98  
PETER HOLLENBECK, Employer Delegate


  
TOM KREIS, Union Delegate

 11/4/98  
S. OLOF KARLSTROM, Panel Chair

IT IS ORDERED that the 1999 wage issue shall be resolved based on the Union's Last Best Offer. Effective April 1, 1999 there shall be no increase awarded. The salary schedule shall remain at the same rate set for the previous year.

OBJECT, CONSISTENT  
W/ EMPLOYER'S LAST  
BEST OFFER.

 11-2-98  
PETER HOLLENBECK, Employer Delegate

  
TOM KREIS, Union Delegate

 11/4/98  
S. OLOF KARLSTROM, Panel Chair

IT IS ORDERED the Pension issue shall be resolved based on the Union's Last Best Offer. Effective April 1, 1999, Appendix A of the Collective Bargaining Agreement shall be amended by adding the following provision:

**Pensions**

Effective April 1, 1999, the Pension Provision of Municipal Employees Retirement System Plan:

B-4

FAC-3

F50/25 Waiver

E-2 Rider

V-10

shall be in effect for employees covered by this Agreement. The Employer shall pay one hundred percent (100%) of the pension contributions.

OBJECT, CONSISTENT  
w/ EMPLOYER'S LAST  
BEST OFFER.

 11-2-98  
PETER HOLLENBECK, Employer Delegate

  
TOM KREIS, Union Delegate

 11/4/98  
S. OLOF KARLSTROM, Panel Chair

# SCHOOLCRAFT COUNTY PROSECUTING ATTORNEY

Peter J. Hollenbeck  
Prosecuting Attorney



300 Walnut St., Room 209  
Manistique, Michigan 49854  
Tel: (906) 341-3691  
FAX: (906) 341-8220

May 1, 1998

Mr. S. Olof Karlstrom  
Attorney at Law  
Citizens Banking Center, Ste. 9001  
328 South Saginaw  
Flint, MI 48502-1904

Mr. Nino E. Green  
Green, Renner, Weisse, Rettig,  
Rademacher and Clark  
225 Ludington Street  
Escanaba, MI 49829

Re: Schoolcraft County Sheriff Dept./Police Officers Labor Council  
MERC Case No: L97 A-5008

Gentlemen:

The following constitutes the Employer's last best offer in the above arbitration, prepared so as to be postmarked no later than May 4, 1998 as directed by Arbitrator Karlstrom:

1) " Article 35 Time and One-half

1) Time and One-half

Time and one-half or compensatory time will be paid as follows:

- (a) For all hours worked over eight (8) in one day.
- (b) For all hours worked over forty (40) per week.

In lieu of the above, employees may, at their option, take compensatory time off at a rate equal in hours to time and one-half at mutually agreeable time, providing such provision conforms to State and Federal laws.

2) Double Time

When an employee is called in to work during a holiday, above and beyond his regularly scheduled shift, he/she shall be paid at double time rate."

2) Article 41

"(a) The Employer agrees to pay the full premium for Life Insurance in the amount of Ten Thousand Dollars (\$10,000.00) and, hospitalization, medical insurance, dental, and optical insurance for each employee as currently covered, or a plan of equal cash value."

(b) Remains as is.

(c) Remains as is.

Explanation/Rationale

The employer must reject Union's demand for 100% employer-pay insurance; and Union's demand for 100% employer-paid insurance upon retirement to age 65, as being an unjustified financial burden, considering all other economic benefits which are provided by the Employer, and all the other financial responsibilities of the Employer.

3) Appendix A

Remains the same:	B2
(Fully employer-paid)	FAC 3
	55/20
	E-2 Rider
	V-10

Explanation/Rationale

It is not fiscally viable for Employer, given the heavily under-funded status of the current B2 plan, and the County's other fiscal responsibilities, to engage a B4 pension benefit which will only further deepen the Employer's uncontrollable financial commitment to the MERS pension system.

4) Appendix B - Wages

Classification and Rates

(Three (3) year contract effective 04-01-1997 through 03-31-2000.)

**CERTIFIED DEPUTY**

<u>Effective</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
04-01-96	10.44	10.64	10.84	11.04
<u>ADD</u>				
04-01-97 (+\$.40)	10.84	11.04	11.24	11.44
04-01-98 (+\$1.10)	11.94	12.14	12.34	12.54
04-01-99 (+\$.40)	12.34	12.54	12.74	12.94

**NON-CERTIFIED DEPUTY**

<u>Effective</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
04-01-96	9.78	9.98	10.18	10.38
<u>ADD</u>				
04-01-97 (+\$.40)	10.18	10.38	10.58	10.78
04-01-98 (+\$1.10)	11.28	11.48	11.68	11.98
04-01-99 (+\$.40)	11.68	11.88	12.08	12.38

**COOK/MATRON**

<u>Effective</u>	
04-01-96	8.72
<u>ADD</u>	
04-01-97 (+\$.40)	9.12
04-01-98 (+\$1.10)	10.22
04-01-99 (+\$.40)	10.62

5) Appendix C

(d) Delete "uniforms and" to read:

"(d) Three Hundred dollars (\$300.00) for purchase of police related equipment shall be provided by the EMPLOYER effective January 1, 1993; the conditions attached to the allowance are removed."

Appendix I

- 1) Same
- 2) Same
- 3) Same

ADD: "4) The Sheriff shall prepare, maintain, and update, as he/she sees fit a required uniform/equipment list containing the items which the Sheriff requires each employee to wear or to have available in pursuit of that employee's job duties. Any worked related equipment or items not listed on the uniform list shall be the employee's responsibility to purchase or maintain, and the uniform allowance shall be used for that purpose."

Explanation/Rationale

The Employer, pursuant to Appendix I, has prepared an up-to-date equipment list, and the Union has stipulated that this is a complete list. (Arbitration Exhibit #25). The Employer, as specified on the stipulated equipment list and Appendix C(b), has agreed to replace such items on an "as needed basis". Appendix I must also be changed to reflect the current agreement in that regard.

6) - Appendix C

Add paragraph (h) to read as follows:

"(h) A single deputy shall be used during the day shift for the transport of a prisoner, or a detainee, so long as that person is not being detained for a felony arrest or a felony sentence."

7) Article 40 Vacation Pay

Contract language based on stipulation of the parties at arbitration:

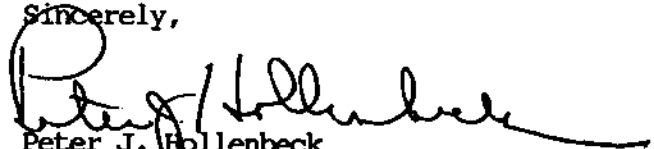
Change (c) to read as follows:

"(c) Rate during vacation:

While on vacation, employees will be paid at their current day rate and will receive credit for any benefits provided for in this agreement."

Thank you for your attention.

Sincerely,



Peter J. Hollenbeck  
Schoolcraft County Attorney

cc: Schoolcraft County Board  
of Commissioners

STATE OF MICHIGAN  
MICHIGAN EMPLOYMENT SECURITY COMMISSION

In the Matter of the Arbitration

Between:

POLICE OFFICERS LABOR  
COUNCIL,

Union,

and

SCHOOLCRAFT COUNTY,

Employer.

Case No. L97 A-5008

Pursuant to Act 312 of the  
Public Acts of 1969,  
as amended

---

Nino E. Green (P14314)  
Attorney for Union

Peter J. Hollenbeck (P26450)  
Attorney for Employer

**POLICE OFFICERS LABOR COUNCIL'S  
LAST BEST OFFER**

1. The union proposes to amend Article 35 to read as follows:

**ARTICLE 35. PREMIUM PAY.**

(a) Time and one-half or compensatory time shall be paid (i) for all hours worked over eight (8) in one day, and (ii) for all hours worked over forty (40) in a week.

(b) Double time shall be paid, in addition to holiday pay, for all hours worked on holidays that are established by this Agreement.

(c) There shall be no pyramiding of the premium pay provisions of this Article.



2. The union proposes to amend Appendix C, paragraph (d) to read as follows:

"Uniforms and uniform components shall be issued by the employer. Items listed shall be repaired and/or replaced on an as needed basis by the Sheriff: shirts (long & short sleeve); pants (dress & fatigue); hats (duty & ball cap); shoes; boots; shoulder patches; badges; brass; duty belt with all accessories, including weapon and holster.; jackets (summer & winter) vest for road patrol; gloves; flashlight; and rain gear (coat & hat).

Three hundred dollars (\$300.00) for purchase of uniform components and police related equipment not listed above shall be provided by the employer effective January 1, 1997.

3. The union proposes a \$.75 per hour, across the board wage increase retroactive to and effective April 1, 1997.

4. The union proposes a \$.75 per hour, across the board wage increase effective April 1, 1998.

5. In lieu of any additional wage increase during the period of the agreement, the union proposes to amend Appendix A, effective April 1, 1999, to read as follows:

## APPENDIX A

### PENSIONS

The pension provisions of Municipal Employees Retirement System Plan

B-4

FAC-3

F 50/25 Waiver

E-2 Rider

V-10

are in effect for employees covered by this Agreement. The employer shall pay one hundred per cent (100%) of the pension contributions.

6. In response to the employer's proposal to Amend Appendix C by adding a provision requiring that only one deputy be assigned to transport prisoners charged or convicted of less than a felony offense, the union proposes the following: "The employer shall not be required to assign more than one deputy to transport, within Schoolcraft County, prisoners charged or convicted of less than a felony offense."

GREEN, WEISSE, RETTIG,  
RADEMACHER & CLARK, P.C.

Dated: April 30, 1998

By: Nino E. Green  
Nino E. Green, Attorneys for  
Police Officers Labor Council  
225 Ludington Street  
Escanaba, MI 49829  
Telephone: (906) 786-3902