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P.R. file

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT NO. 312 ARBITRATION PROCEEDING

IN THE MATTER OF:

Act No. 312
MERC No. L83 E-466

COUNTY OF BRANCH

-and-

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

ARBITRATION PANEL CHAIRMAN
S. Olof Karlstrom, Esq.
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Flint, Michigan 48503
(313) 232-0114

For the Employer, BRANCH COUNTY
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Clary, Nantz, Wood, Hoffius
Rankin & Cooper
500 Calder Plaza
Grand Rapids, Michigan 49503
(616) 459-9487

For the Labor Organization,
POLICE OFFICERS ASSOCIATION OF MICHIGAN
William Birdseye
28815 West Eight Mile Road
Suite 103
Livonia, Michigan 48152
(313) 476-3355

OPINION AND AWARD

OPINION AND AWARD

This matter came before the Arbitrator for hearing on March 20, 1984. The hearing came about following remand by the Arbitrator for continuing negotiations and for both parties to gather information relative to the pension plan which formed a part of their petition for arbitration, paragraphs 3 through 8.

Present for the County were:

Thomas L. Drenth, Attorney for the County
Lowell M. Kelley, County Commissioner
Angela Mahin, Administrative Assistant
Harold Meyers, County Treasurer
Joel Maxin, County Commissioner
Norm Heinemann, Sheriff

Present for the Police Officers Association were:

Frank Guido, Advocate and Delegate
Ann Maurer, Labor Economist
James L. Jeffrey, Bargaining Unit
Patrick Loss, Bargaining Committee
Roger L. Mitchell, Bargaining Committee
Richard I. Ludwick, Bargaining Committee

The following exhibits were introduced by the parties and they will be discussed as appropriate and within the context of the opinion and award.

| | |
|-----------------------|--|
| Joint Exhibit No. 1: | Collective Bargaining Agreement. |
| Union Exhibit No. 2: | Map of Michigan Counties with Branch County color coded green and comparable counties color coded blue |
| Union Exhibit No. 3: | Statement of comparability |
| Employer Exhibit 4-a: | The exhibit as admitted fundamentally deals with comparable information (# 2, 3, 7-16 and 20-27 with the exception of Kalamazoo), unit wage increases with those of other county employees, a list of comparable counties, population comparisons, as well as comparison of state equalized values, personal income comparisons, motor vehicle |

registrations comparisons, traffic accident comparisons, criminal offense comparisons, budget comparisons, millage rate comparisons, number of employees in comparable sheriff departments, maximum deputy wage comparisons, pension comparisons, dental insurance comparisons, population and SEV and millage in adjacent counties, personal income in adjacent counties, motor vehicle registrations, traffic accidents and criminal offenses in adjacent counties, general fund budgets in adjacent counties for sheriff's departments, facts of the bargaining and the consumer price index, and a prior MERC Opinion in the matter of Ionia County Sheriff's Department and the FOP, Case No. R 81 L-373.

- Union Exhibit No. 5: Wage comparables for deputies
- Union Exhibit No. 6: Comparison of consumer price index and Branch County Deputy at top of scale.
- Union Exhibit No. 7: Comparison of Sheriff's Department pension plans
- Union Exhibit No. 8: Letter from Gabriel Roeder Smith and Company, Actuaries and Consultants regarding the pension plan in existence for Branch County
- Employer Exhibit No. 9: John Hancock Mutual Life Insurance Company, Plan No. 925 GAC
- Employer Exhibit No. 10: Pension plan benefit booklet for the John Hancock Plan

During the course of this arbitration, parties met with the Arbitrator in executive sessions from which a stipulated award was formulated. It appears in the formal award following this discussion. In ruling on this award, the Arbitrator feels compelled to make certain observations regarding it.

Branch County lies in the middle of the state along its southern borders. It has approximately 40,000 people, a number of small industries, and depends upon tourism for economic viability. Its largest city is Coldwater which

has a state home for the mentally handicapped (testimony, Deputy Jeffrey, Exhibit 4a8). Interstate 94 runs through the county as does old U.S. 12. The City of Coldwater maintains a police department of approximately 17 officers which does no police work after midnight. A State Police Post has a trooper compliment of approximately 17.

The Sheriff's Department is the principal law enforcement agency for the county. In addition to its road patrol, it maintains emergency medical technicians for ambulance and medical emergency services, a dive team and investigation personnel.

This basic information, derived from the testimony of Deputy Jeffrey, also reveals that in addition to traffic patrol, members of the bargaining unit are involved in corrections work (at the county jail which houses 45 prisoners), enforcement of the drinking while driving laws of the state, breaking and entering cases and domestic quarrels, all of which, on occasion, have subjected officers to violence and stress. The dispatchers handle the work of the City of Coldwater after midnight and of two other small towns whose police operations cease after one shift. By and large, the duties performed are comparable to other deputy sheriffs dispatchers, matrons and emergency medical technicians around the state. Branch County has reciprocal assist arrangements with its neighboring counties, which are considered comparable by both parties (Exhibits U-2 and E4a-7).

The duties and pay rates of the Emergency Medical Technicians were given special consideration by the parties. As indicated by the testimony of Mr. Roger Lee Mitchell, Sr., the EMTs are dispatched on emergency runs for both traffic accidents and other calls throughout the county and into neighboring counties. The EMTs are trained in emergency medical treatment and have to attend school to obtain certification and licensure. They are also obligated to maintain their skills through a continuing education program. When not involved in providing ambulance service, the EMTs assist the police dispatchers and do general work at the police station. Their work load between these functions varies from day to day. The special request for pay increases for the EMT category does not appear out-of-line.

A special problem for the parties in this arbitration has been the pension plan (Exhibits 7 - 10) and its implementation as a mandatory benefit rather than a voluntary one. The award as outlined herein takes into account the costs involved to the employer in making this change.

Statutory Findings

The Panel finds that the employer has the authority to enter into this Agreement with its employees and the Union. The stipulations of the parties have been reviewed and are a matter of record.

The testimony of the Union's economist, Ann Maurer, and the exhibits introduced by the parties indicate that the

award as outlined is in the interests and welfare of the public and is within the financial ability of the County [Exhibits 4a(9, 10, 14, 15, 20, 21, 25)]. The exhibits further reveal that the increases here awarded are comparable with other similarly employed persons in comparable communities and with the overall compensation and benefits received by other employees in the County [Exhibits 2, 3, 4-a (6, 7, 10, 16, 17, 18, 19) 5, 7]. The pay and benefit increases awarded are in line with past increases awarded the employees and the cost-of-living index (see Exhibit 6).

The parties are to be commended for their diligence in seeking to resolve the pension issue and to come to grips with the total financial package represented in this Award. Based on the foregoing discussion, the Panel has no hesitation in approving the Award which has been agreed to by the parties during the course of the hearing.

AWARD

Except for those contract provisions listed below, all language in the current contract is to continue in full force and effect.

1. The parties agreed to the following language changes prior to the hearing.

Section 11.2(c) Promotion to the deputy, corrections officer, and dispatcher classifications: The time period has been shortened to two (2) years from four (4) years for advancement. The paragraph should now read:

"An employee must be in a lower-rated classification from the position sought as a promotional advancement and, further, must have been continuously employed by the Branch County Sheriff's Department for a period of at least two years. In addition, final appointment to the deputy classification is also contingent upon the successful completion of certification training, including emergency medical technician certification, and satisfaction of the physical requirements established by law and the employer."

Section 15.5 Call-in pay: The parties have changed the words "scheduled day off" to read "outside his normal shift" and to add "the provisions of the section shall not apply to extension of shift" so that the section should now read:

"An employee who is called in to work or is required to appear in court outside his normal shift shall be paid a minimum of two hours pay at time and one-half the employee's straight time regular rate of pay. If the duration of such a call-in exceeds two hours, the employee shall be paid at his straight time regular rate of pay for the required additional time and all such time shall count as hours actually worked for purposes of determining eligibility for overtime pay. The provisions of this section shall not apply to extension of shift."

Except for those items listed below, all language of the current agreement shall continue in effect.

Section 15.6 EMT Training: Employees who are required to attend EMT training outside their regularly scheduled shift shall be paid time and one-half for all such hours. The provisions of this section shall not apply if an employee has to repeat a class because he failed to satisfactorily complete it the first time.

Section 15.7 Step Up Pay: The Senior Deputy shall be paid at the Sergeant's pay grade which results in a wage increase if the Deputy works eight (8) or more consecutive hours performing the duties of an absent Sergeant. The parties agree that the provisions of this section may be subject to negotiations for the period January 1, 1985 through the end of the contract.

Duration and Retroactivity: This Award shall cover the period January 1, 1983 until December 31, 1985. All wage increases shall be paid retroactively on all hours compensated. The Award shall be effective upon date of signature by the delegates and the Arbitrator.

Section 16.0 Hospitalization Insurance:

Add sentence:

Effective July 1, 1984, Blue Cross Master Medical Option 4 shall be changed to Blue Cross Master Medical Option 3.

Section 16.4 Sickness and Accident Insurance:

a) change coverage from "employees with three (3) or more years seniority" to:

"employees with one (1) or more years' seniority.

Section 16.5 Dental Insurance:

Add sentence:

Effective July 1, 1984 this program shall include the orthodontic rider with a 50-50 carrier coverage of services with a \$1,000 per person lifetime maximum.

In consideration of the changes above in Sections 16.0 and 16.5, the employer will contribute up to \$2.00 per month per employee for the increased dental coverage.

Section 17.0 Pension: Effective January 1, 1985 the present program carried with the John Hancock Mutual Life Insurance Co., Plan No. 925 GAC, shall become mandatory for all employees in the bargaining unit and employees shall contribute to the plan in accordance with the present formula, three (3%) percent of the first \$4,800 of earnings as defined in the Plan and five (5%) percent thereafter.

The following changes shall be made to the Plan:

- 1) The normal retirement age shall be 55 with 20 years of service.
- 2) All employees will receive one-half of their past service credit.
- 3) Employees previously or currently in the plan shall receive an additional year of service for each year they were in the Plan.

The county will fund one-half of all the past years of actual service for each employee.

Employees who have contributed to the pension plan shall retain all years of service credit purchased and shall also receive one-half of all past years of service.

Section 19.0 Wages: Wage increased shall be granted across the board for all employees covered by the collective bargaining agreement in the amounts indicated.

| | |
|-----------------|----|
| January 1, 1983 | 5% |
| January 1, 1984 | 5% |
| January 1, 1985 | 3% |

These increases shall be effective with the first full pay period beginning on or after the day above written.


Section 19.0 Ambulance Driver Pay: Effective January 1, 1984, a new pay rate for ambulance driver shall be established at one-half ($\frac{1}{2}$) the difference between the January 1, 1984 pay rate for Dispatcher/Matron and what would have been the pay rate for Ambulance Driver/Attendant without the above change. Thereafter, future percentage increases shall be applied to the new Ambulance Driver/Attendant pay rate. The old Ambulance Driver/Attendant rate shall be deleted after establishment of the new rate.

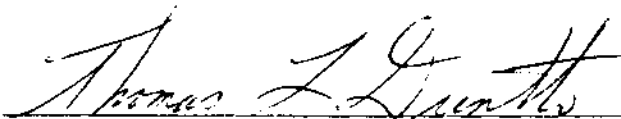
Section 21.6 Credit Union: This is a new Section 21.6

and shall read as follows:

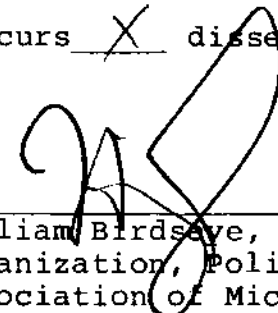
"Upon written authorization by an employee, payroll deductions shall be made for the credit union."

June 6, 1984


S. Olof Karlstrom, Chairman


Thomas L. Drenth, Esq.
for the Employer, Branch County

concurs X dissents


William Birdseye, for Labor
Organization, Police Officers
Association of Michigan

concurs X dissents

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STATE OF MICHIGAN

October 30, 1984

S. OLOF KARLSTROM
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1984

P.O.A.M.

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Labor Economist
Police Officers Association of Michigan
28815 West Eight Mile Road, Suite 103
Livonia, Michigan 48152

RE: Award Clarification
in MERC Act 312 Case No. L83 E-466
County of Branch and Police Officers
Association of Michigan

Dear Ms. Maurer and Mr. Drenth:

The Police Officers Association recently wrote the Arbitrator a letter asking for clarification of that portion of the award dealing with Section 15.7, Step-Up Pay for Senior Deputies. By stipulation of the parties, it was agreed that the Arbitrator would reopen the record to consider the date that Section 15.7 would become effective.

A conference call between the parties was held on October 19, 1984 at 1 p.m. The Union's position was that the increase in pay for the Senior Deputies should have been effective January 1, 1983. The Employer's position was that it should be effective June 6, 1984, the date of the award.

Following a review of the notes and the opinion and after discussing the matter with the panelists, the Arbitrator has concluded that there was an omission in the typing of that portion of the award dealing with Section 15.7. The effective date of January 1, 1984 was inadvertently omitted.

Special dates were provided for those portions of the contract award dealing with particular matters. Section 19.0, which

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Mr. Thomas L. Drenth
Ms. Ann Maurer
October 30, 1984
Page 2

increased ambulance driver pay, was made effective January 1, 1984. Sections 16.0 and 16.5, dealing with insurance provisions, were made effective July 1, 1984. General wage increases were made retroactive to January 1, 1983 while general language provisions became effective as of the date of the award, June 6, 1984.

CONCLUSION


It is the opinion of the Arbitration Panel that, through an inadvertent omission, the effective date of Section 15.7, granting Step-up Pay to Senior Deputies, shall be January 1, 1984.


Sincerely,


S. Olof Karlstrom
Arbitrator

SOK/dk

C: William Birdseye, POAM
James Amar, MERC


Thomas L. Drenth, Esq. 11/15/84
for the Employer, Branch County (date)
Concurs _____ dissents X


Ann Maurer for William Birdseye Nov. 19, 1984
for Labor Organization (date)
Police Officers Association of Michigan
concurs X dissents _____