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STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

KALKASKA COUNTY SHERIFF
DEPARTMENT

-and-

MERC ACT 312 CASE NO. L05 G-3007

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

ACT 312 OPINION AND AWARD

APPEARANCES:

ADVOCATES: CHRISTOPHER K. COOKE, ATTORNEY
PATRICK J. SPIDELL, BUSINESS AGENT

PANEL MEMBERS: FRANK WRIGHT, KALKASKA COUNTY CONTROLLER
PATRICK SPIDELL, BUSINESS AGENT

PETITION DATED: JULY 5, 2006
CASE HEARD: JULY 18, 2007
AWARD DATE: NOVEMBER 20, 2007

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INTRODUCTION

The following issues are before the Arbitration Panel:

Union Issues:

Wages; Shift Premiums; Clothing Allowance; Personal Days;
Retiree Health Insurance; Survivor Benefits and Minimum Staffing
– Dispatch

Employer Issues:

Vacation Accrual; Worker's Compensation

All of the above are economic except for Minimum Staffing.

A Hearing was held in Kalkaska County on July 18, 2007. At the conclusion of the Hearing, the respective Advocates elected to file Post-Hearing Briefs which have been received and considered. The Panel has given careful consideration to all of the evidence and arguments submitted by the Parties, as well as the criteria set forth in Act 312, Public Acts of 1969, even though the Decision herein may not specifically reference each and every one of the above.

For purposes of the matter herein, the Parties have agreed to the following Comparables:

Missaukee, Crawford, Benzie, Cheboygan, Roscommon, Wexford

and Antrim Counties.

DISCUSSION

1. Wages:

The Union seeks a 1.5% increase effective January 1, 2006 and another 1.5% increase effective July 1, 2006. Thereafter, the Union seeks a 3% increase on January 1, 2007 and January 1, 2008.

The County proposes a 2% increase on January 1 of 2006, 2007 and 2008.

The Parties have agreed that the wage entitlement for each year is a separate issue.

A review of the wage comparisons for Deputy/Police Officer at the top step reveals the following percentage increases for the Comparables from January 1, 2005 to January 1, 2006:

Antrim County:	2.5%
Benzie County:	3.0%
Cheboygan County:	3.0%
*Crawford County:	0% (4% increase from 10/1/04 to 10/1/06)
Missaukee County:	3.0%
Roscommon County:	2.5%
Wexford County:	3.0%

It also needs to be noted that from January 1, 2003 to January 1, 2004, Kalkaska County provided a 2% increase – the lowest among all of the Comparables for that time period. The next lowest was Benzie – 2.5%; followed by Crawford, Missaukee, Roscommon and Wexford at 3%; and Antrim and Cheboygan at 5.0%.

The Panel does not dispute that it is not now the time “to reinvent the wheel;” however, the data does provide a basis on which to resolve the issue herein.

Based on the above information, the Panel is persuaded that the POAM Last Best Offer for 2006 should be adopted. A wage increase of 1.5% on January 1, 2006 and 1.5% on July 1,

2006 is awarded.

The Award for 2006 results in a pay level of \$38,079 for the Deputy/Police Officers at the maximum pay level. For 2007, the Comparables reveal the following: Benzie County and Crawford (10/1/06 - 10/1/07), a 2% increase; Missaukee, a 2.5% increase; Cheboygan and Roscommon, a 3.0% increase. The others were unresolved. The \$38,079 pay level prior to January 1, 2007 places Kalkaska somewhat below all of the Comparables except for Crawford County – the wages for Crawford County are based on 2,184 hours.

The Panel is persuaded that a 2% increase for January 1, 2007 is warranted. The Award of 2% will result in a maximum pay of \$38,841 effective January 1, 2007.

The remaining wage issue relates to January 1, 2008. The Union seeks a 3% increase and the Employer has offered a 2% increase. A 2% increase would result in a pay level of \$39,617 for the Deputy/Police Officer at the top level. The corresponding amount for a 3% increase is \$40,006. Benzie County is closest to Kalkaska in terms of total revenue and population. The top rate in Benzie on January 1, 2008 amounts to \$40,010. The latter is virtually identical with the rate of \$40,006 which would result from a 3% increase for Kalkaska County. All of the other Comparables for which negotiations have been completed have a higher level than that which will prevail in Kalkaska County.

The Panel awards a 3% increase for January 1, 2008.

2. Shift Differential

The Union seeks an increase from \$0.15 to \$0.25 per hour for those who are regularly scheduled to work, and do work, between the hours of 4:00 p.m. and 12:00 midnight and an increase from \$0.25 to \$0.35 per hour for those between the hours of midnight and 8:00 a.m.

The Employer response is “no shift premium is offered,” however, it appears the *status quo* is intended.

Three of the Comparables – Crawford, Missaukee and Roscommon Counties – have no shift differential. The remaining four Comparables have a shift differential in the range of \$0.20 per hour to \$0.35 for the afternoon shift and \$0.35 to \$0.50 for the midnight shift.

The Panel is neither persuaded that a shift differential should be eliminated nor that the increase sought by the Union is excessive. It is, after all, recognized that the afternoon and midnight shifts are work hours which often entail some additional compensation.

The Panel adopts the Union Last Best Offer.

3. Clothing Allowance

The Union seeks an increase in clothing allowance of \$400 to \$500 for Uniformed Deputies; \$200 to \$300 for Uniformed Correction Officers and \$200 to \$250 for Uniformed Dispatchers.

The Employer contends the currently allowed amounts are adequate.

Only two Comparables provide a clothing allowance – Cheboygan at \$350 and Crawford at \$600. The remaining Comparables have uniforms “provided by the County” with Antrim County having a \$75 shoe allowance.

Sheriff Artress disputed that an increase was needed at this time. While he acknowledged that problems in providing uniforms gave rise to the clothing allowance, he also expressed doubt that all clothing allowance monies are being used for that purpose.

The Panel is satisfied that the current clothing allowance is adequate. The Last Best Offer of the County is adopted.

4. Personal Days:

The Union seeks an increase in personal days off per year from two days to 24 hours.

The County maintains the current amount is sufficient.

Two Comparables – Antrim County and Crawford County – have a greater amount of “personal time,” but the hours – 75 and 64 hours, respectively – “can be used as personal leave or sick time.” In Kalkaska County, the personal leave is an addition to sick leave. At the Hearing, it was also noted that an employee’s birthday is akin to a floating holiday which enables one with flexibility as to its usage.

The Panel does not discern that a change in personal days is warranted. The Last Best Offer of the County is adopted.

5. Health Care Insurance

The Union seeks to change Retiree Medical Insurance so that 25 years of service qualifies one for the benefit instead of the current provision which requires 25 years of continuous service.

Frank Wright, County Controller, stated that the County was interested in providing the health care benefit to those who remained with the County on a continuous basis. He also related that the continuous requirement impacted the budgetary obligation on the part of the County. He noted that the Collective Bargaining Agreement has another provision which allows one with 15 years of service at age 60 to qualify for a medical insurance benefit of \$250 per month without the necessity that the service be continuous. The County cost exposure in the latter was much reduced.

The Panel is mindful that the change sought by the Union is not of extraordinary economic consequence. On the other hand, the proposed provision does have a budgetary impact

and it reduces the incentive for one to remain in the County employ.

The Panel is not persuaded that it should change the benefit entitlement as proposed by the Union. The Last Best Offer of the County is adopted.

6. Hospitalization-Survivor Benefits

The Union seeks to extend medical insurance to the immediate family of one killed in the line of duty from one year “to the spouse and all dependent children up to the age of nineteen (19) or until the spouse remarries, whichever condition shall come first, at no cost to the employee’s survivors.”

The County proposes the following:

- “A. For employees killed in the line of duty that have been with the County 0 to 1 year - 1 year survivor benefits;
- B. For employees killed in the line of duty that have between 1 to 3 years of service - 2 years survivor benefits;
- C. For employees killed in the line of duty who have 3 years or more of service - 3 years of survivor benefits.”

It is, of course, hoped the proposed benefit will never be utilized.

The Union in its Last Best Offer has changed its earlier proposal. The Union final offer does not reference a 10 year duration for dependent children up to the age of nineteen. It also does not reference “a new domestic relationship” as an event which would terminate the Employer obligation to provide the benefit.

The Panel is mindful that none of the Comparables provide a similar benefit. The Employer has proposed a more modest benefit which ties the benefit amount to years of service. It appears to the Panel that the survivor benefit in this instance is not appropriately determined by

years of service.

Given the above considerations, the respective Party Panelists empowered the Chairperson to resolve the issue within the parameters of their Last Best Offers.

The Employer Last Best Offer is adopted with the proviso that three (3) years of survivor benefits will be available regardless of years of service.

7. Minimum Staffing

The Union proposes the following new language:

“7.8: Staffing-Safety-Dispatch. When dispatch conditions result in only one (1) dispatcher being on duty, the Employer agrees that dispatch shall be assisted in time of heavy work loads, emergencies, or for break periods.”

The Employer objects to inclusion of the provision in the Collective Bargaining Agreement.

Sheriff Artress described the current staffing. He also noted that “the supervisor has the ability to call in another dispatcher” and “the supervisor on duty also has the ability to go in there and help out when they need to be.” The Sheriff expressed the following relative to the Union proposal:

“If it gives the authority for a dispatcher to tell the supervisor or road patrol officer what to do, yes, that’s not what you want.”

The Panel is not persuaded that the Proposal has merit. The Last Best Offer of the Employer is adopted.

8. Workers Compensation/Vacation Accrual

The Employer seeks to eliminate the following provision:

“9.3: Worker’s Compensation/Vacation Accrual. Employees on

Worker's Compensation leave shall continue to earn vacations subject to the requirement set forth in Section 9.2 earned vacation days on the books at the time of injury will be available to the employee to use up to one year after returning from work from Worker's Compensation."

In place of the above, the Employer proposes:

"No other benefits shall continue or accrue during a time an employee is on workman's compensation such as, but not limited to, vacation and personal leave, sick and accident insurance, life insurance and holiday pay."

The Union offer is displayed:

"9.3: Workers' Compensation/Vacation Accrual. Employees receiving Workers' Compensation benefits shall continue to earn and accrue vacation subject to the requirements set forth in section 9.2 (vacation eligibility). Vacation on the books and earned while on Workers' Compensation shall be available to the employee for use for up to one year after returning to work. Accrual of vacation while on Workers' Compensation shall not exceed two (2) years from date of injury/illness."

The purpose of vacation time is to provide an employee with time away from work. An employee on Worker's Compensation is not working so there seems to be little need to accrue vacation time during that period. The Panel is persuaded that the same applies in regard to personal leave, sick and accident insurance and holiday pay. The matter of life insurance is problematic. The Panel notes that Article XI - Insurance - Section 11.2 provides:

"11.2: Life Insurance. The County will provide fifteen thousand dollars (\$15,000) group term life insurance for all employees with seniority."

It is the Panel's view that an individual on Worker's Compensation continues to be an "employee with seniority."

Given the above proviso, the Panel adopts the Last Best Offer of the County.

9. Ability To Pay

Frank Wright, County Controller, gave extensive testimony in regard to the County's financial condition. He explained that the County does not have a hidden fund from which it could draw to pay for wage and benefit increases. He did relate that general fund revenues through 2006 increased by 1.53%. He also forecasted a 1.7% increase for 2007. The County Unreserved Fund Balance is \$35,991. Mr. Wright intimated that it might be necessary to implement layoffs in order to pay for an award by this Panel. Up to this point, the County has not had to resort to layoff of personnel.

Sheriff Artress testified as to current staffing:

“Taking away a couple people from a department that I consider is already shorthanded would definitely drastically hurt the services, the ability to serve the public the way you're supposed to.”

The Panel notes that for 2006 it has awarded a 1.5% increase for the first six months which tracks with the County revenue increase. The remaining 1.5% pertains to the last six months of the year. For 2007, the Panel had adopted a 2% wage increase which tracks with the revenue increase for that year. The 3% increase adopted for 2008 is not based on a projected revenue increase, however, it is in line with the increases implemented by the Comparables for which data are available.

AWARD

1. Wages:

2006 – A wage increase of 1.5% effective on January 1, 2006 and 1.5% effective July 1, 2006 is adopted.

2007 – A 2% wage increase effective January 1, 2007 is adopted.

2008 – A 3% wage increase effective January 1, 2008 is adopted.

2. Shift Differential:

The Union Last Best Offer is adopted.

3. Clothing Allowance:

The Last Best Offer of the County is adopted.

4. Personal Days:

The Last Best Offer of the County is adopted.

5. Health Care Insurance:

The Last Best Offer of the County is adopted.

6. Hospitalization - Survivor Benefits:

Three (3) years of survivor benefits will be available regardless of years of service.

7. Minimum Staffing:


The Last Best Offer of the County is adopted.

8. Workers Compensation/Vacation Accrual:

The Last Best Offer of the County is adopted.

Dated:

 11/20/07
JOSEPH P. GIROLAMO, Chairman

 11-13-07
FRANK WRIGHT, Kankaska County Controller

 11/26/07
PATRICK J. SPIDELL, POAM Business Agent