

1881

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STATE OF MICHIGAN  
COMPULSORY ARBITRATION

In the Matter of:

COUNTY OF INGHAM,

Employer,

- and -

CAPITOL CITY LODGE NO. 141 OF  
THE FOP; INGHAM COUNTY SUPERVISORY  
DIVISION,

Labor Organization.

Arising Pursuant to  
Public Act 312,  
as amended.

L93 D-4009

FILED  
JUL 25 PM 12 17  
CLERK OF INGHAM COUNTY  
DIVISION

ACT 312 ARBITRATION AWARD

The following represents the award of the Act 312 Panel entered into and made under the authority of Act 312 of the Public Acts of 1969, as amended. This award is based upon and made in accordance with the stipulation of the parties placed upon the record and acknowledged by each on the 9th day of June, 1994. The provisions that follow shall be included within and made a part of the collective bargaining agreement between the parties. All provisions not affected by the terms of this award, except adjustment of dates and names of signators, shall remain as presently worded in the current agreement.

Wages: July 1, 1993: All wage rates are to be increased 3%.  
The payment of same shall be retroactive to July 1, 1993.

July 1, 1994: All wage rates are to be increased by 3%.

July 1, 1995: All wage rates are to be increased by 3%.

Promotions: All promotions shall be in conformance with the procedure set out in the attached tentative agreement. These changes shall be effective when the current promotional roster expires. The Department shall not consider applicants outside of the bargaining unit for promotion to the rank of Lieutenant if five or more qualified applicants, as defined in this section, who are members of the bargaining unit apply for the promotion. If less than five qualified applicants who are members of this bargaining unit apply for promotion to the rank of Lieutenant, then the Department may consider qualified applicants outside of the bargaining unit.

The Department shall not consider applicants outside of the bargaining unit for promotion to the rank of Captain if three or more qualified applicants, as defined in this section, who are members of the bargaining unit apply for the promotion. If less than three qualified applicants who are members of this bargaining unit apply for promotion to the rank of Captain, then the Department may consider qualified applicants outside of the bargaining unit.

The qualifications shall be that the candidate is not on probation and holds the rank in the Ingham County Sheriff's Department immediately below the rank being sought in the promotion.

Health Insurance: Section 2 of Article 17 Hospitalization - Medical Coverage shall be amended to include the following language:

"Effective the first open enrollment after June 30, 1996, if the premium cost for the Health Insurance Program elected by the employee exceeds the lesser of Option 1 (PHP), Option 3 (BCBSM-PPO) or Option 4 (BCBSM Traditional), whichever is less, such premium cost differential shall be paid by the employee through payroll deduction."

Retirement: The Employees' contribution to retirement currently deducted from their wages shall be reduced by 1% effective July 1, 1994 (this shall replace the terms of the tentative agreement entered into by the parties on November 19, 1991, i.e., no employee contribution to reflect the period from July 1, 1993 through June 30, 1994 in reference to retirement is to be made.) In addition, the retirement language of the current

agreement shall be amended to conform to the attached tentative agreement regarding retirement.

Miscellaneous Tentative Agreements: The following tentative agreements will become incorporated in this award and shall be a part of the parties' agreement for the period of July 1, 1993 through June 30, 1996:

"Housekeeping Issues"

Article 27, (Wages) Section 8 Overpayments

Article 13 Vacations

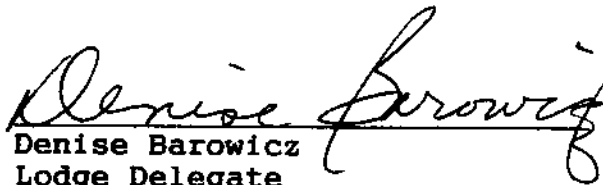
Article 16, Section 8 Sick Leave Payoff

June 9, 1994



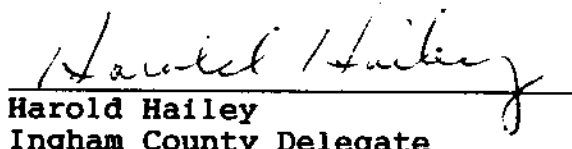
Anthony Vernava  
Panel Chairman

June 9, 1994



Denise Barowicz  
Lodge Delegate

June 9, 1994



Harold Hailey  
Ingham County Delegate

RETIREMENT  
EXHIBIT # \_\_\_\_\_

**LODGE'S PROPOSED CONTRACT LANGUAGE**

(NEW) Section 1. Retirement benefits are provided by the by the County through the Municipal Employees Retirement System (MERS) and are incorporated in this contract by reference.

(REPLACEMENT LANGUAGE) Section 5. Effective <sup>January 5</sup> ~~July 1, 1993~~ \*, employees shall be provided with a MERS twenty-five (25) years of service with no age requirement benefit. The employees shall pay for the cost of this benefit through payroll deduction. This benefit shall be at no cost to the Employer except the Employer shall pay for the MERS administrative start up cost and annual administrative fee for this benefit, if any.\*\*

(REPLACEMENT LANGUAGE) Section 6. Effective <sup>January 5</sup> ~~July 1, 1993~~ \*, employees shall be provided with the MERS B-4 retirement plan. The employees shall pay for the cost of this benefit through payroll deduction. The benefit shall be at no cost to the Employer.

(REPLACEMENT LANGUAGE) Section 7. Effective <sup>January 5</sup> ~~July 1, 1993~~ \*, employees shall be provided with the MERS FAC-3 benefit. The employees shall pay for the cost of this benefit through payroll deduction. The benefit shall be at no cost to the Employer.

(RENUMBER OLD SECTION 7 AS NEW SECTION 8).

\* The Lodge originally proposed a July 1, 1993 effective date.

\*\* MERS has indicated that if proposed legislation passes there will not be a start up or yearly fee for non-standard MERS retirement plans.

TA  
Language  
Change =

HOUSEKEEPING ISSUESFOR CURRENT CONTRACT

<u>PAGE</u>	<u>LOCATION</u>	<u>ERROR</u>
2	Section 2, 9th line	Fix spacing.
3	Section 3, (c) 4th Line	Fix spacing.
3	Section 3, (e) 11th line	Fix spacing.
8	Step 3 & Step 4	Place colon after 3 & 4.
12	Section 9, Paragraph a	Amount should be \$200.00
15	Title "Vacation Schedule"	Omit - there is already a title for the article.
20	From Section 5 on	Section 6 is missing. Change the numbers of the Sections.
40	#7	5th word should be "from" not "form".
47	paragraph D, A B C D	Should be 1, 2, 3, 4 and capitalize word "shifts" in A.
50	4th paragraph	"County" should be capitalized.
50	Signature Page	For convenience, make this an Article with a title "DURATION".

Article 27

(Wages)

Section 8. Overpayments. Any undisputed overpayment of compensation discovered no later than twenty-eight (28) days from the date of overpayment shall be repaid through payroll deduction. The Employer reserves the right to recoup any overpayments discovered after the twenty-eight (28) day period according to law. The Employer and employee shall attempt to negotiate a repayment schedule. If the parties are unable to agree on a repayment schedule, the Employer may deduct up to five percent (5%) of an employee's gross bi-weekly pay.

TA T.KRW 6 8-20-93  
SRM 8-20-93

## ARTICLE 13

### VACATIONS

Section 1. All permanent employees who have completed at least six (6) months of continuous service with the County are eligible for compensated annual leave. Following six (6) months of employment, an employee may apply to use any credited vacation hours, but vacation hours may not be used prior to the payroll period in which they are earned according to the vacation schedule below. An employee's vacation credit accumulation rate shall be based upon the length of continuous service, and the amount of vacation leave earned each payroll period by each full-time employee shall be according to the following schedule:

<u>Continuous Service</u>	<u>Hours Earned Each Payroll Period Worked</u>
First Year	3.384 hours (88)
Second Year	3.693 hours (96)
Third Year	4.000 hours (104)
Four through Eight Years	4.923 hours (128)
Ninth Year	5.231 hours (136)
Ten through Fourteen Years	5.846 hours (152)
Fifteen through Nineteen Years	6.492 hours (168)
Twenty Years and Over of Uninterrupted Employment	7.077 hours (184)

Section 2. Vacation leaves shall be scheduled by the Sheriff in accordance with the operating requirements, and, where possible, with the written request of the employee. The amount of vacation leave charged to an employee during an annual leave will be equal to the number of regularly scheduled hours that would otherwise have been worked during the period of absence on such leave. A maximum of ~~two hundred eighty (280)~~ <sup>three hundred (300)</sup> hours vacation leave may be accumulated. *TA T.Kay 8-20-93*

Section 3. Absence due to an employee's medically verified illness or disability in excess of previously accumulated sick leave hours may be charged against vacation credits at the employee's request.

Section 4. An employee whose service with the County terminates before the completion of six (6) months of work, shall receive no vacation pay. An employee who has worked over six (6) continuous months will receive a lump sum payment for any unused vacation due him/her if he/she provides two weeks written notice prior to voluntary termination.

Section 5. The Sheriff shall keep a record of vacation credit; employees shall have access to records of their vacation eligibility and vacation days used.

## Vacation Schedule

Section 6. Vacation requests shall be approved by the employee's immediate superior and by the Sheriff. Requests shall be granted on the basis of seniority (Article 29, Section 4) if the request is made at least sixty (60) days in advance of the time requested. Requests made on less than a thirty (30) day notice shall be granted on a "first come, first served" basis. The Sheriff reserves the right to deny vacation requests due to manpower shortages.

Section 7. In the event that an employee's vacation request is denied due to manpower shortages, and the employee is scheduled to continue working so that he/she would then accrue vacation time beyond the ~~Two Hundred Eighty (280)~~ hour maximum accumulation limit, and, further, provided that the employee's vacation request is submitted more than One Hundred Sixty (160) days prior to the date upon which the employee's vacation accumulations would exceed the ~~Two Hundred Eighty (280)~~ hour maximum accumulation point then, in such case, said employee shall be permitted to carry over the excess earned vacation hours, or, if mutually agreeable between the County and the employee, the employee may be paid monetary compensation at a time and one-half rate for the vacation time that would be lost due to the ~~280~~ hour accumulation limit. 300

In the event that such a timely initial vacation request is denied, the employer shall have the right to schedule such an employee for vacation time during the sixty (60) day period immediately prior to the point at which the employee would accumulate in excess of ~~Two Hundred Eighty (280)~~ hours pursuant to this subsection, as such employee shall receive priority in vacation scheduling as to that vacation time in excess of ~~Two Hundred Eighty (280)~~ hours notwithstanding anything in Section 6 above to the contrary.

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Three Hundred (300)

Three Hundred (300)

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JRM 8-16-93  
Three Hundred (300)

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JRM 8-16-93

TA 8-20-93  
T.K. 8-20-93



when they retire, based on the number of calendar months of full time active service credited to them from the preceding December 1st to the date of cessation of their active employment. An employee whose employment with the County terminates for other reasons prior to December 1st shall not be eligible to receive a longevity bonus. An employee, on an approved leave of absence, upon return to active employment, will receive the past due longevity payment on a prorated basis.

Section 2. The longevity bonus payment schedule shall be as follows:

<u>Continuous Service</u>	<u>Annual Bonus</u>
6 or more, but less than 8 years	3% of annual wage
8 or more, but less than 11 years	5% of annual wage
11 or more, but less than 14 years	7% of annual wage
14 or more years	9% of annual wage

Section 3. The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on the first regularly scheduled day of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance, per diem or travel allowance, or any other compensation. No longevity payment, as above scheduled, shall be made for that portion of an employee's base salary which is in excess of Eighteen Thousand Dollars (\$18,000.00).

Section 4. By November 1st of each year, the Sheriff shall furnish the Personnel Office with a list of employees who are eligible to receive a longevity payment. The Sheriff shall indicate the amount of the longevity bonus due each such employee. The Personnel Office shall review each list to assure that the dates of continuous permanent employment correspond with the employment records and that the proposed payments are consistent with the collective bargaining agreement; make any revision necessary; inform the Sheriff; and provide one list of approved longevity payments to the Controller. The Controller shall authorize payment pursuant to County procedures. A copy of the list approved by Personnel Office shall also be forwarded to the Division Representative.

## ARTICLE 16

### SICK LEAVE

Section 1. Each regular full-time employee covered hereby shall earn sick leave credits at the rate of four and one-half (4.5) hours with pay for each completed bi-weekly payroll period of active employment.

EMPLOYER'S PROPOSED PROMOTIONAL PROCEDURES ARTICLE

ARTICLE 34

PROMOTIONAL PROCEDURES

Section 1. Promotional Process For Lieutenant Position.

This policy applies to all promotions to the rank of Lieutenant. General minimum requirements as of the date of application are as follows:

- All applicants must meet entrance level requirements and must currently hold the rank of Sergeant. Prior to actually receiving a Lieutenant position, each otherwise qualified applicant must also meet any specific minimum qualifications for the particular position being filled, including any certifications and licenses required by the Department or by law, such as State Certification for Corrections and M.L.E.O.T.C. Certification for Law Enforcement and have successfully completed the promotional probation period.

The following steps shall apply to the promotion process:

1. By November 15th of <sup>every other</sup> each year, the Ingham County Personnel Department will post the date of the written exam and will list the materials to be tested. All interested persons must apply for the position(s) at the County Personnel Office and complete all required application forms and submit required information. Applicants may be required to be interviewed by the Personnel Department. Failure to complete the application process as outlined shall automatically disqualify the person from consideration.
2. Applicants meeting minimum requirements shall be referred to the Sheriff for further processing.
3. The actual date of the test will be scheduled between January 10th and February 10th of each year.
4. A written examination will be required for all eligible applicants. A minimum score of 70% correct must be achieved on the written exam in order to continue with the promotional process. The written exam will count toward 50% of the points earned in the overall process.

5. Eligible applicants (those achieving a score on the written exam of 70% or above) shall be scheduled and required to appear for an Oral Board Examination. The Oral Board Exam will count toward 50% of the points earned in the overall process. The Oral Board will be selected by the Sheriff, and consists of two members appointed from within the Sheriff Department, and two members appointed from an outside agency. All members shall hold a position equal to or above the position being applied for, and have experience or expertise in the appropriate field being applied for.
6. Following the Oral Board process, a statistical ranking will be made on a 100 point scale for those candidates who completed steps #1 and #2. The ranking will reflect the following "Bands":

~~85% and above - Highly Qualified Band~~

100% ~~84.9%~~ - 70% - Qualified Band

Points on the scale shall be rounded up or down to the nearest 1/10 decimal. The final ranking sheet will be posted by March 1st and remain in effect for ~~two one~~ years. All promotions to that particular position within that period shall be selected from the ranking sheet in the manner outlined in #7.

7. Promotions shall be made from the list that is current, at the time when the position becomes vacant.
8. ~~Beginning with those candidates ranked in the "Highly Qualified" Band, the Sheriff will select individuals for promotion regardless of their statistical ranking within that Band. All eligible candidates within "Highly Qualified" Band must be offered a promotional opportunity prior to any selections being made from the "Qualified" Band. Once no eligible candidates remain in the "Highly Qualified" Band the Sheriff will select individuals for promotion from the "Qualified" Band regardless of their statistical ranking within that Band.~~
9. In the unlikely event that no eligible candidates remain on a promotional list, that list shall immediately be considered expired and, if necessary, the entire process will be restarted. Such a list will be in effect until March 1.
10. Notwithstanding anything to the contrary in this policy, no applicant will be considered ~~either "Qualified" or "Highly Qualified"~~ nor shall they be eligible for a vacant Lieutenant position unless they meet the specific minimum qualifications for the

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particular position being filled, including any certifications or licenses required by the Department or by law for the specific Lieutenant position being filled and have successfully completed the promotional probation period. An applicant that only meets the general minimum requirements for the Lieutenant position may participate in the promotional process, and may thereafter, at his/her own cost and on his/her own time, pursue such training as is necessary and obtain such certificates and licenses as may be necessary to meet the specific position minimum qualifications.

However, applicants must meet the specific position minimum qualifications for the specific Lieutenant position being filled prior to the date that the Department fills the vacancy to be considered eligible for consideration for that position.

#### Section 2. Promotional Process For Captain.

This policy applies to all promotions to the rank of Captain. Vacancies will be posted at both the Sheriff Department and County Personnel Office, for a minimum of seven (7) days. All interested persons must apply for the position(s) at the County Personnel Office and complete all required application forms and submit required information. Failure to do so shall automatically disqualify the person from consideration.

General minimum requirements as of the date of application are as follows:

- All applicants must meet entrance level requirements and
- Must currently hold the rank of Lieutenant.
- Each qualified applicant must also meet any specific minimum qualifications for the specific position being filled, including any certifications and licenses required by the Department or by law.

After initial screening by the County Personnel Department, applicants meeting minimum requirements shall be referred to the Sheriff for further processing.