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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

COUNTY OF LAKE and
LAKE COUNTY SHERIFF,

Employer,

Case No. G84 F-827

and

STIPULATED AGREEMENT

POLICE OFFICERS ASSOCIATION
OF MICHIGAN (POAM),

Union.

BACKGROUND AND FACTS

The parties participated in a prehearing conference in the impartial arbitrator's office on May 30, 1985 and identified the issues for arbitration, agreed upon hearing dates and reached understandings with regard to how the case would proceed.

The parties reconvened in a prehearing conference on August 16, 1985 in the impartial arbitrator's office for the purpose of attempting to reach agreement on the issues submitted for Act 312 hearing. As a result of that prehearing conference, the parties did reach a tentative agreement.

The following sets forth the agreement between the parties with respect to all issues which were before the panel in this proceeding:

1. Prior Contract Provisions Carried Forward.

The parties agree that all provisions of the previous agreement which expired December 31, 1983 are to be carried forward into their new agreement except as specifically changed in the following provisions.

2. Effective Date of Agreement.

The parties agree that the new labor agreement will cover the period January 1, 1984 through December 31, 1986. Certain provisions of this three-year agreement, however, will become effective on the dates hereinafter specified.

3. Health Insurance.

Under the expired agreement, the employee paid 25% of spouse and dependent coverage. The parties agree that the employer will pay all of the premium for spouse and dependent coverage *effective September 1, 1985* GLD

4. Dental Insurance.

The union agreed to withdraw its demand with regard to dental insurance.

5. Life Insurance.

The union agreed to withdraw its demand with regard to life insurance.

6. On-Call Pay.

The union and employer agreed to withdraw their respective demands with respect to on-call pay and agreed that Section 13.8 of the expired agreement will remain as the on-call pay provision.

7. Shift Differential.

The parties agreed to withdraw their respective demands. Shift differential will remain as it appears in Section 13.9 of the expired agreement.

8. Rate of Pay While Attending Required Schools.

The union withdrew its demand.

9. Minimum Staffing.

The union withdrew its demand.

10. Longevity.

The parties agreed that the longevity provision (Section 17.5 of the expired contract) will be as follows:

<u>Continuous Service</u>	<u>Annual Longevity Pay</u>
5 or more and less than 10 years	\$350
10 or more and less than 15 years	400
15 or more and less than 20 years	450
20 or more and less than 25 years	500
25 or more years	550

11. Personal Days.

Section 10.5 of the expired contract is amended to reduce personal days from six to three per year.

12. Sick Leave.

The parties agreed that no advance credit of sick leave will be given but that sick leave credit will accrue at the rate of one day per month which may be taken after six months of employment.

13. Holidays.

The parties agree to add to the scheduled holidays contained in Section 11.1 Martin Luther King's birthday (on the date designated by the Federal Government).

14. Wages.

Attached as Appendix A is the agreed wage schedule.

15. Other Provisions Mutually Agreed Upon and Incorporated Herein.

Attached as Appendix B.

FOR THE UNION

Date Oct. 28, 1985

Ann Mauer
Ann Mauer

Date Oct. 28, 1985

William Birdseye
William Birdseye

FOR THE EMPLOYER

Date October 15, 1985

Thomas Drenth
Thomas Drenth

Date Nov 13, 1985

Thomas J. Barnes
Impartial Arbitrator,
Thomas J. Barnes

APPENDIX A

Beginning the first (1st) full pay period beginning on or after July 1, 1985, the following pay schedule shall become effective:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
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Road Deputy:

Annual	\$14,500	\$15,500	\$16,800	\$18,600	\$19,500
Hourly	6.97	7.45	8.08	8.94	9.38

Dispatch/Corrections Officer:

Annual	10,600	11,600	12,900	14,200	15,000
Hourly	5.10	5.58	6.20	6.83	7.21

Marine Officer:

Annual	12,500	13,500	14,500	15,500	16,500
Hourly	6.01	6.49	6.97	7.45	7.93

Sergeant:

Annual	19,500
Hourly	9.38

Employees with 18 months but less than three years of service will be paid at the two-year level as of July 1, 1985.

The following wage scale shall become effective as of the first pay period on or after January 1, 1985.

Effective January 1, 1986

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
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Road Deputy:

Annual	\$14,500	\$15,500	\$16,800	\$18,600	\$19,500	\$20,700
Hourly	6.97	7.45	8.08	8.94	9.38	9.95

Dispatch/Corrections Officer:

Annual	10,600	11,600	12,900	14,200	15,000	16,100
Hourly	5.10	5.58	6.20	6.83	7.21	7.74

Marine Officer:

Annual	12,500	13,500	14,500	15,500	16,500	17,400
Hourly	6.01	6.49	6.97	7.45	7.93	8.37

Sergeant:

Annual	19,500					20,700
Hourly	9.38					9.95

APPENDIX B

1. Replace Section 10.1 with the following new Section:

Section ____. Personal Leave Without Pay. Employees with at least one (1) year's seniority may be granted up to thirty (30) days leave of absence without pay. A thirty (30) day extension of the leave of absence may be granted at the option of the Sheriff. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits predicated on length of service with the Sheriff's Department, nor shall seniority accumulate beyond that time. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Sheriff. Such request shall state the reason(s) for the leave. Employees shall not take a leave of absence for the purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Sheriff.

2. Add the following new Section under Wages:

Section ____. Wages of Regular Part-Time Employees. Regular part-time employees shall be paid at the start rate for the classification in which they are working.

3. Add the following new Section under Seniority:

Section ____. Part-Time Employees. Regular part-time employees will be so designated at the time of their hire and will not accrue any seniority. If a regular part-time employee is transferred by the Employer to fill a permanent full-time position, his probationary period will commence as of the date of the transfer. Upon completing his probationary period as defined in Section ____, the employee shall be placed on the seniority list and he shall have seniority commencing with the date he was transferred to permanent full-time status.

4. Add the following new Section under Recognition:

Section ____. Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those permanent full-time and regular part-time employees who have completed their probationary periods as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section ____ of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

(a) Permanent Full-Time Employee. A permanent full-time employee is an employee who is working the normal workweek on a regular schedule at a job classified as permanent.

(b) Regular Part-Time Employee. A regular part-time employee is an employee who is regularly scheduled for a minimum of forty-eight (48) hours per pay period but not on the same basis as a permanent full-time employee.

(c) Irregular Employee. An irregular employee is an employee who is working on any basis other than the above definitions of permanent full-time employee and regular part-time employee.

5. Add the following new Section under Grievance and Arbitration Procedures:

Section 5.1. Grievance Resolution. All grievances which are satisfactorily resolved at Step 1 or Step 2 of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the Board of Commissioners at its next regularly scheduled monthly meeting before they shall be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which the grievances are referred to the Board of Commissioners under this Section, but in no event more than thirty (30) days. If the resolution of a grievance is not approved, the Association shall have fifteen (15) days following receipt by the Association's president of notice of the County Board of Commissioners' action to resubmit the grievance to the next higher Step in the Grievance Procedure than the grievance held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn.

6. Make Step 3 of Section 5.2 a new Section called Notice to Arbitrate and change Step 3 to Step 2 and add the following new Step 3:

(c) Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by resubmitting the grievance to the Chairman of the County Board of Commissioners and/or the County Clerk within ten (10) days following receipt of the Employer's Step 2 answer. Within ten (10) days after the grievance has been filed with the proper Employer representative, a meeting shall be held between representatives of the Employer and the Association. Either party may have non-employee representatives present.

7. Add new Section 6.2 as follows:

Section 6.2. Disciplinary Procedure. In the event an employee is called to the office of the Sheriff for the purpose of possible disciplinary action, the employee shall, upon request, have the right to have his local Union representative present.

8. Funeral Leave - Add "grandparents and grandchildren" to definition of immediate family in Section 10.3(a) and delete same from Section 10.3(b).

9. Add the following new Section:

Section ____. Regular Part-Time Employee Benefits. Regular part-time employees covered by this Agreement shall earn and be granted sick leave and vacations at one-half (1/2) the rate of full-time employees. The Employer will pay the premium for single coverage under the Employer's hospitalization insurance program and will also provide five thousand dollar (\$5,000) term life insurance with Accidental Death and Dismemberment. Regular part-time employees shall not be entitled to longevity. Regular part-time employees shall receive holiday pay only if they work on a holiday recognized by this Agreement.