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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

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In re Act 312 Arbitration:

GENESEE COUNTY SHERIFF'S DEPARTMENT

-and-

MERC Case No. D81 I-1915

LOCAL 2259, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AWARD OF ARBITRATION PANEL

By petition filed with MERC on May 17, 1982, the parties jointly submitted to binding arbitration under Act 312 of Michigan Public Acts of 1969, as amended, five unresolved contractual issues. These concern (1) the length of the probationary period for security guards, (2) time limitations on the use of prior disciplinary records, (3) promotional opportunities within the bargaining unit, (4) limits on forced overtime, and (5) restrictions on outside employment.

The chairman of the panel convened a preliminary conference dealing with organizational and procedural matters on July 15, 1982. Evidentiary hearings were conducted on September 8, and September 22, 1982. On the latter date the parties reached a voluntary settlement of the five outstanding issues, with a request that the settlement be incorporated into an award of the panel. Pursuant to that request, the undersigned three panelists render the following AWARD, effective September 22, 1982, except as otherwise specified:

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Kelman, Maurice

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Genevieve County

(ISSUE I)

Section 9.1. Probationary Period. All new full time employees covered by this Agreement who are classified as Police Deputy or Security Guard shall be considered probationary employees for a period of one (1) calendar year, after which their seniority shall relate back to their last date of hire. New full time employees covered by this Agreement who occupy a classification other than Police Deputy or Security Guard shall be considered probationary employees for a period of six (6) calendar months, after which their seniority shall relate back to their last date of hire. Absences from work shall extend an employee's probationary period accordingly. Until an employee has completed the probationary period he may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedure set forth in this Agreement. There shall be no seniority among probationary employees.

(ISSUE II)

Section 11.3. Record. In imposing discipline on a current charge, the Employer will not take into account any disciplinary action which occurred more than eighteen (18) months previously, except that the record of major offenses for which a suspension of five days or more was sustained may be taken into account for twenty-four (24) months.

(ISSUE III)

Section 12.0. Purpose of Promotional Procedure. The purpose of this procedure is to establish a promotional system for full time, non-probationary employees occupying the classification of Detective, Police Deputy, Male Security Guards, Female Security Guards and Radio Dispatchers in the Genesee County Sheriff's Department. The Employer shall determine the duties of all positions subject to this procedure and, in its sole discretion, whether a vacancy does or does not exist. This procedure shall not apply to temporary vacancies anticipated to last ninety (90) calendar days or less or to vacancies due to an employee being on a sick leave of absence, including a Workers' Compensation leave.

Section 12.1 Advancement Opportunities. Promotion means to advance from a given classification to a higher paid classification. Specifically, this program involves the upward movement of selected personnel from:

- (a) The classification of Police Deputy to Detective, or Patrol Sergeant;
- (b) The classification of Detective to Detective Sergeant or Patrol Sergeant;
- (c) The classification of Detective, Police Deputy, and Male or Female Security Guard to Jail Sergeant;
- (d) The classification of Radio Dispatcher and Male or Female Security Guard to Police Deputy.

Each promoted employee must be a current member of the Department and must meet all the eligibility rules of the Promotional Procedure.

Section 12.2. Eligibility. To be eligible for a promotional advancement, the following requirements must be met:

(a) Promotion to Detective: The employee must be classified as a Police Deputy, be fully empowered to enforce the criminal laws of the State of Michigan, and have four (4) years law enforcement experience as a Police Deputy in the Genesee County Sheriff's Department.

(b) Promotion to Jail Sergeant: Must be classified as a Detective, Police Deputy, Male Security Guard or Female Security Guard and have four (4) years of law enforcement experience as a Security Guard, Police Deputy and/or Detective in the Genesee County Sheriff's Department.

(c) Promotion to Patrol Sergeant: An employee must be classified as a Police Deputy, Detective or Jail Sergeant be fully empowered to enforce the criminal laws of the State of Michigan, and have four (4) years law enforcement experience as a Police Deputy, Detective, and/or Jail Sergeant in the Genesee County Sheriff's Department.

(d) Promotion to Detective Sergeant: An employee must be classified as a Detective, must be fully empowered to enforce the criminal laws of the State of Michigan, and have two (2) years law enforcement experience as a Detective in the Genesee County Sheriff's Department.

(e) Promotion to Police Deputy: An employee must be classified as a Radio Dispatcher or Male or Female Security Guard and have three (3) years of law enforcement experience as a Security Guard and/or Radio Dispatcher in the Genesee County Sheriff's Department.

(f) Security Guard Vacancies. Employees classified as Radio Dispatchers may submit a written application for a vacant Security Guard position to the Personnel Department, within the established posting period. Any such applications received will be given consideration for the vacant Security Guard position, along with other qualified applicants.

Section 12.3 (Unchanged)

Section 12.4. Roster. For each classified position a roster of selection will prevail. Initially, this means that the applicants will be in consecutive order with the Employer promoting the applicant with the highest score. For each successive vacancy thereafter, the Employer will select the applicant with the highest score who had not been selected for the immediately preceding vacancy on the promotional list involved. However, when promoting to the position of Police Deputy the Employer will select one applicant from among the top three applicants on the roster.

Section 12.5 - 12.12 (Unchanged)

Section 12.13. Validation of Promotional Examinations. All promotions made to the positions of Detective, Patrol Sergeant, Jail Sergeant, Detective Sergeant, or Police Deputy after the effective date of this Agreement shall be deemed to be on a non-permanent basis until the Promotional Procedure set forth in this Agreement has been implemented.

Section 12.14 (unchanged)

(ISSUE IIII)

Section 13.4. Overtime. Employees will be permitted to volunteer for double shift overtime assignments as in the past until and unless the pending court order prohibits same. Ordered overtime assignments extending an employee's regular shift hours will not exceed four (4) hours in duration nor will said overtime assignments exceed more than five (5) occasions during any pay period for an affected employee. In addition, affected employees will not be ordered to work the above mentioned extended overtime for more than two (2) consecutive days. The Employer will make a good faith effort to provide advance notification whenever feasible to affected employees concerning overtime assignments and the parties will continue to investigate the possibility of offering overtime in the jail to employees classified as Police Deputy. Overtime in excess of that provided for in this section may be ordered in the event of a major emergency situation beyond the control of the Employer, for example, staff shortages due to epidemic illness, snow emergency, concerted refusal to work, or Act of God. This section shall take effect November 1, 1982.

(ISSUE V)

Section 22.11. Outside Employment. Prior application in writing must be made to the Sheriff before any employee may engage in outside employment unless the employment is of a sporadic short-term nature. Employees shall not wear the Department uniform without authorization of the Employer. Outside employment must in no way conflict with the employee's work hours or interfere in any way with the satisfactory and impartial performance of his or her duties.

Requests for authorization to obtain outside employment will be submitted in writing to the Sheriff and shall include:

- (1) A general job description of what the employee will be doing;
- (2) In the case of employment as a security agent, for a security company, or for another police or sheriff department, an insurance policy must be provided to cover all costs incurred in the defense of, settlement of, or award granted in any lawsuit involving an employee's activities in his or her outside employment;
- (3) The number of days contemplated being worked and the hours.

Under no circumstances will employees be allowed to work in a bar where liquor violations may occur.

It is expressly understood that approval will ordinarily be granted to employees requesting permission to work at outside employment, including for security companies or other police or sheriff departments, unless specific circumstances support a refusal of the request to engage in outside employment. Specific reasons for denial of permission to engage in outside employment must be given in writing. Any denial of permission to engage in outside employment will be subject to the grievance procedure.

The Sheriff will maintain for the duration of this contract the Police Certification for all unit members eligible for certification on September 22, 1982; provided, that such certification guarantee does not apply to any employee who maintained his or her certification through outside employment accomplished in violation of the 1980-81 contract provision on outside employment.

Panel of Arbitrators:

Maurice Kelman
MAURICE KELMAN, Chairman

Robert C. Wines
ROBERT C. WINES, Union Designee

Raymond E. Knott
RAYMOND E. KNOTT, Employer Designee

Dated: October 4, 1982