

448

9/12/90

STATE OF MICHIGAN  
ACT 312 ARBITRATION

IN THE MATTER OF:

LENAWEE COUNTY -  
SHERIFF'S DEPARTMENT

-and-

LABOR COUNCIL, MICHIGAN  
FRATERNAL ORDER OF POLICE

MERC CASE NUMBER:  
L88 L-0951

PANEL MEMBERS

CHAIRPERSON:  
EMPLOYER PANELIST:  
UNION PANELIST:

JOSEPH P. GIROLAMO  
RICHARD L. GERMOND  
HOMER LaFRINERE

APPEARANCES:

EMPLOYER:  
UNION:

ROBERT W. WHITE, ATTORNEY  
KENNETH W. ZATKOFF, ATTORNEY

SUBJECT:

ACT 312 ARBITRATION

PETITION FILED:

JULY 14, 1989

AWARD ISSUED:

SEPTEMBER 12, 1990

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE  
1990 SEP 28 AM 9 46

RECEIVED

*LenaWee County*

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STIPULATED AWARD

Introduction

This matter was scheduled for Hearing before the undersigned on September 10, 1990. Prior to the start of a Formal Hearing, the parties informed the Arbitrator that they had agreed to the submission of documents which would serve as the basis for a Stipulated Award. Based on available information, the following Stipulated Award appears to be a reasonable accommodation of the interests of the Employer and the Unit Employees.

For purposes of this proceeding, the Parties have stipulated that all of the classifications enumerated in the Hourly Rates and Classifications Section are properly incorporated in this Award.

It is further agreed that the Compilation of Tentative Agreements attached hereto as Attachment 1 are incorporated in this Award.

## A W A R D

### RETIREMENT

#### Section 15.0. Retirement Plan.

- (a) During the term of this Agreement, the Employer shall continue its present program of retirement benefits for employees covered by this Agreement, provided, however, that the current formula for determining retirement benefits shall be improved from 1.6% to 1.8% effective July 1, 1991.
- (b) During the term of this Agreement, all employees shall contribute 5.97% of their salary to the Employer's retirement plan.

### INSURANCE

#### Section 16.0. Hospitalization Insurance.

During the term of this Agreement, the Employer agrees to pay the required premiums for each full time employee under the Employer's Blue Cross/Blue Shield MVF-1 program. Effective as soon as can be administratively arranged following September 10, 1990, each employee covered by this Agreement shall contribute seven dollars (\$7.00) per pay period toward the cost of such insurance premiums. The Employer also agrees to provide eligible employees with the following riders and to pay the required premiums for such riders: Two dollar (\$2.00) copay prescription drugs and Master Medical Option 4, provided, however, that as soon as can be administratively arranged following September 10, 1990, the prescription drug copay rider shall be increased to three dollars (\$3.00) and the current deductibles of fifty dollars (\$50.00) and one-hundred dollars (\$100.00) shall be increased to one-hundred dollars (\$100.00) and two-hundred dollars (\$200.00) for participating employees.

Section 16.2. Sickness and Accident Insurance.

- (b) Weekly Indemnity Payments. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity benefits consisting of sixty-five percent (65%) of the employee's gross regular weekly wage rate up to a maximum of two hundred and thirty dollars (\$230.00). Effective as soon as can be administratively arranged following September 10, 1990, this weekly benefit shall be increased to a maximum of three hundred and forty dollars (\$340.00). Effective January 1, 1991, this weekly benefit shall be increased to a maximum of three hundred and sixty dollars (\$360.00). This benefit shall be payable from the first (1st) day of disability due to an accidental bodily injury or hospitalization, or from the eight (8th) day of disability due to sickness, for a period not exceeding twenty-six (26) weeks for any one (1) period of disability.
- (c) Long-Term Disability Benefits. To be eligible for long-term disability benefits, an employee must first have been totally disabled for a period of twenty-six (26) weeks due to illness or accidental bodily injury. Employees who qualify for long-term disability benefits shall receive from the Employer's insurance carrier benefits equal to sixty-five percent (65%) of their gross regular weekly wage rate up to a maximum of two hundred and thirty dollars (\$230.00). These benefits will continue for a period up to five (5) years or until such time as the employee has established his eligibility for a permanent and total disability pension under the Social Security Act or the Employer's pension plan, whichever event is the earliest. Effective as soon as can be administratively arranged following September 10, 1990, this weekly benefit shall be increased to a maximum of three hundred and forty dollars (\$340.00). Effective January 1, 1991, this weekly benefit shall be increased to a maximum of three hundred and sixty dollars (\$360.00). Employees are not eligible for long-term disability benefits if they are entitled to indemnity or compensation under any State Workers' Compensation Act.

## COMPENSATION

### Section 17.0. Hourly Rates and Classifications.

The following hourly rates will be placed into effect for each of the classifications listed below on the dates indicated. The March 1, 1989 hourly rates shall be retroactive only with respect to those employees who remained employed by the Employer on September 10, 1990:

#### (a). March 1, 1989:

Classification	Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Detective						
Hourly	12.1443	12.4395	13.7113	****	****	****
Approx. Ann.	25,260	25,874	28,520	****	****	****
Corporals						
Hourly	11.3261	11.5922	11.8624	12.4199	13.0647	****
Approx. Ann.	23,558	24,112	24,674	25,833	27,175	****
Deputies						
Hourly	10.3203	****	10.8739	11.4021	11.8452	12.4752
Approx. Ann.	21,466	****	22,618	23,716	24,638	25,948
Correctional Officers						
Hourly	9.5492	****	10.2074	10.7831	11.2754	11.9509
Approx. Ann.	19,862	****	21,231	22,429	23,453	24,858
Dog Law Officers						
Hourly	8.9623	9.1636	9.3699	9.9574	10.3091	10.4252
Approx. Ann.	18,642	19,060	19,489	20,711	21,443	21,684
Clerk/Dispatchers						
Hourly	7.2325	7.4052	7.5817	7.8733	9.5136	****
Approx. Ann.	15,044	15,403	15,770	16,376	19,788	****
Clerk/Typists						
Hourly	6.2769	6.4265	6.5789	6.8305	7.417	****
Approx. Ann.	13,056	13,367	13,684	14,207	15,427	****

#### (b). January 1, 1990:

Classification	Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Detective						
Hourly	12.873	13.1859	14.534	****	****	****
Approx. Ann.	26,776	27,427	30,231	****	****	****
Corporals						
Hourly	12.0057	12.2877	12.5741	13.1651	13.8486	****
Approx. Ann.	24,972	25,558	26,154	27,383	28,805	****

Deputies						
Hourly	10.9395	****	11.5263	12.0862	12.5559	13.2237
Approx. Ann.	22,754	****	23,975	25,139	26,116	27,505
Correctional Officers						
Hourly	10.1222	****	10.8198	11.4301	11.9519	12.668
Approx. Ann.	21,054	****	22,505	23,775	24,860	26,349
Dog Law Officers						
Hourly	9.5	9.7134	9.9321	10.5548	10.9276	11.0507
Approx. Ann.	19,760	20,204	20,659	21,954	22,729	22,985
Clerk/Dispatchers						
Hourly	7.6665	7.8495	8.0366	8.3457	10.0844	****
Approx. Ann.	15,946	16,327	16,716	17,359	20,976	****
Clerk/Typists						
Hourly	6.6535	6.8121	6.9736	7.2403	7.862	****
Approx. Ann.	13,839	14,169	14,505	15,060	16,353	****

(c). January 1, 1991:

Classification	Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Detective						
Hourly	13.5167	13.8452	15.2607	****	****	****
Approx. Ann.	28,115	28,798	31,742	****	****	****
Corporals						
Hourly	12.606	12.9021	13.2028	13.8234	14.541	****
Approx. Ann.	26,220	26,836	27,462	28,753	30,245	****
Deputies						
Hourly	11.4865	****	12.1026	12.6905	13.1837	13.8849
Approx. Ann.	23,892	****	25,173	26,396	27,422	28,881
Correctional Officers						
Hourly	10.6283	****	11.3608	12.0016	12.5495	13.3014
Approx. Ann.	22,107	****	23,630	24,963	26,103	27,667
Dog Law Officers						
Hourly	9.975	10.1991	10.4287	11.0825	11.474	11.6032
Approx. Ann.	20,748	21,214	21,692	23,052	23,866	24,135
Clerk/Dispatchers						
Hourly	8.0498	8.242	8.4384	8.763	10.5886	****
Approx. Ann.	16,744	17,143	17,552	18,227	22,024	****
Clerk/Typists						
Hourly	6.9862	7.1527	7.3223	7.6023	8.2551	****
Approx. Ann.	14,531	14,878	15,230	15,813	17,171	****

## UNIFORMS, SAFETY AND EQUIPMENT

### Section 18.6. Uniforms and Equipment. (Effective January 1, 1991).

The County shall provide such uniforms and equipment as the Sheriff and the County shall determine is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment as may be established by the Sheriff from time-to-time. An annual list of the type of equipment furnished to employees in the Deputy and Detective classifications shall be furnished to the Union by the Employer. Detectives required to wear civilian clothing will be given an allowance of two hundred and seventy-five dollars (\$275.00) as soon as practical following January 1 of each year to purchase such civilian clothing. Detectives who quit, retire, are discharged, or otherwise have their employment relationship with the Employer severed on or before December 31 of any year shall be required to repay the Employer a prorated portion of the civilian clothing purchase allowance previously paid to them. The Employer shall assume the cost of the necessary cleaning of such uniforms and the civilian clothing worn by Detectives in the performance of their duties under such rules as the Sheriff may prescribe.

## MISCELLANEOUS

### Section 20.7. Subcontracting.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement,, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other person or non-unit employees if it would cause a layoff of any of the present employees in the bargaining unit at the date of this Agreement. The prohibitions contained in this Section shall not apply if the determination to engage in subcontracting was due to the allocation or reallocation, including for reasons of economy, of the level of funding made available

to the Sheriff's Department by the Board of Commissioners, the unavailability of trained employees, machines, or equipment within the bargaining unit to perform the required work, or the need to improve the efficiency of the operations subcontracted.

### TERMINATION

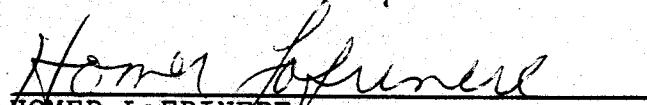
#### Section 22.0    Duration.

This Agreement shall continue in full force and effect from September 10, 1990 to January 1, 1992, and for successive yearly periods thereafter unless notice is given in writing by either the Union or the Employer to the other at least sixty (60) days prior to January 1, 1992 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. This Agreement shall remain in full force and effect during the period of negotiations until terminated as provided hereinafter.

If notice of its intention to modify or amend has been given at least sixty (60) days prior to January 1, 1992 or any anniversary thereafter in accordance with the above provisions, by either party, this Agreement may be terminated by either party on fifteen (15) days written notice of termination given to the other party on or after January 1, 1992, following said notice of intention to modify or amend."

  
JOSEPH P. GIROLAMO, Chairperson

  
RICHARD L. GERMOND  
Employer Panelist

  
HOMER LaFRINERE  
Union Panelist

Dated: Sept. 12, 1990.



1 A

COMPILATION OF TENTATIVE AGREEMENTS  
REACHED IN COLLECTIVE BARGAINING NEGOTIATIONS  
BETWEEN  
THE LENAWEЕ COUNTY BOARD OF COMMISSIONERS,  
THE SHERIFF OF LENAWEЕ COUNTY, AND  
THE FRATERNAL ORDER OF POLICE  
(Nonsupervisory unit)

1. Revise, wherever appropriate, any dates contained in the current Agreement to conform to the effective date of any change in wages or fringe benefits and to conform to the duration of any new Agreement.

[December 2, 1988]

2. Incorporate into any new collective bargaining Agreement all tentative agreements reached during bargaining at the parties' meeting of December 2, 1988.

[January 9, 1989]

3. Delete the last sentence from Section 4.0 on page four (4) of the current Agreement.

[January 9, 1989]

4. Modify the first (1st) sentence of Step 1 of Section 5.1 on page five (5) of the current Agreement to read: "An employee who believes he has a grievance shall discuss the matter with his immediate supervisor within three (3) working days following the events which caused the grievance or within three working days following the date when he first reasonably should have known of the events giving rise to the grievance."

[December 2, 1988]

5. Substitute the word "delivering" for the word "deliver" in the first sentence of Step 2 of Section 5.1 on page five (5) of the current Agreement.

[December 2, 1988]

6. Revise the fifth (5th) sentence in Step 3 of Section 5.1 on page five (5) of the current Agreement to read: "Any employee who may come within the provisions of a legislative enactment entitling him to a preference in employment or which establishes a procedure whereby he may challenge the Employer's determinations regarding his employment status must elect, in writing, at this Step either the grievance procedure or his statutory remedy as the single means of contesting the Employer's employment determination."

[December 2, 1988]

7. Insert the word "only" after the word "shall" in the fifth (5th) sentence of Section 5.4 on page six (6) of the current Agreement.

[January 9, 1989]

8. Add the following sentence at the conclusion of Section 5.4 on page six (6) of the current Agreement: "Further, no claim for back wages under this Agreement shall exceed the amount of earnings the employee would have otherwise earned by working for the Employer, less any and all compensation, including unemployment compensation, the employee received from any interim employment."

[January 9, 1989]

9. Add the following sentence at the conclusion of Section 7.2 on page seven (7) of the current Agreement: "Any appeal to the Grievance and Arbitration Procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Section 7.0."

[January 9, 1989]

10. Insert the following language after the word "Department" in the first (1st) sentence of Section 8.0 on page seven (7) of the current Agreement: "within the bargaining unit covered by this Agreement."

[December 2, 1988]

11. Revise the last sentence of Section 8.1 on page seven (7) to read as follows: "During such probationary period, the employee may be transferred, laid off, disciplined, discharged or terminated without regard to the provisions of this Agreement, and there shall be no recourse to the Grievance or Arbitration Procedure."

[December 2, 1988]

12. Substitute "covered by this Agreement" for the phrase "subject to the jurisdiction of the Union" throughout the first (1st) sentence of Section 8.4 on page eight (8) of the current Agreement.

[December 2, 1988]

13. Delete the word "sick" in the second (2nd) sentence of Section 8.7 on page nine (9) of the current Agreement.

[December 2, 1988]

14. Revise the last sentence in subsection (f) of Section 10.2 on page ten (10) of the current Agreement to read: "In addition, final appointment to any classification is also contingent upon the successful completion of the training, physical, and schooling requirements established by law."

[January 9, 1989]

15. Add the following sentence to the conclusion of Section 10.7 on page twelve (12) of the current Agreement: "Whenever a promotional opportunity also requires specialized schooling or training, employees must first satisfy all physical and educational conditions necessary for entrance into the training or schooling program. Failure to do so will disqualify the employee from participation in the written examination and consideration

for the promotional vacancy involved."

[January 9, 1989]

16. Insert the word "personal" after the words "desiring a" in the first (1st) sentence of Section 11.0 on page thirteen (13) of the current Agreement.

[December 2, 1988]

17. Delete the word "sick" following the word "paid" in the first (1st) sentence of subsection (c) of Section 11.2 on page fifteen (15) of the current Agreement.

[January 9, 1989]

18. Delete the last sentence in Section 11.4 on page seventeen (17) of the current Agreement.

[January 9, 1989]

19. Delete the last three (3) sentences of Section 12.1 on page nineteen (19) of the expired Agreement and incorporate the following new Section into any new Agreement concluded between the parties:

Section \_\_\_\_ . Shift Preference.

(a). Shift Definitions. For purposes of this Section, the following definitions shall be applicable:

(1). Day Shift. Any shift with a scheduled starting time of on or after 7:00 a.m. and before 3:00 p.m.;

(2). Afternoon Shift. Any shift with a scheduled starting time on or after 3:00 p.m. and before 11:00 p.m.;

(3). Night Shift. Any shift with a scheduled starting time on or after 11:00 p.m. and before 7:00 a.m.

(b). Participating Employees. No employee shall be eligible to apply for a shift preference until he has completed one (1) year of employment with the Employer and in addition has completed three (3) consecutive twenty-eight (28) day tours of duty on his current shift.

(c). Permitted Changes. Shift preferences will be granted by the Employer if there is an employee with less Departmental seniority working on the requested shift in the same classification.

(d). Non-permitted Changes. Employees will not be permitted to displace probationary employees working on the requested shift or employees with less seniority on

the requested shift who are undergoing specialized training or are on a special assignment. Further, a shift preference request may be denied due to any requirements imposed by law upon the Employer. A shift preference request may also be denied if it would alter the manpower requirements established by the Employer or would otherwise be detrimental to the operation of the Department.

(e). Requests for Shift Preference. Three (3) consecutive twenty-eight (28) day tours of duty shall constitute a single shift preference block under this Section. Employees shall submit their bids for their preferred shifts in writing to the Undersheriff four (4) weeks prior to the commencement of the new shift preference block, indicating by number their preference for no more than two (2) shifts. Failure to submit a shift preference application may result in an employee being displaced from his current shift or assignment by the Department to a different shift. Thereafter, the Employer will post on the bulletin board the contemplated changes resulting from the submitted requests and such changes will go into effect on the date the new shift preference block commences. In placing shift preference requests into effect, the Employer will attempt to arrange such changes in a manner the Employer will attempt to arrange such changes in a manner which will allow employees changing shifts to be off-duty from the end of their old shift to the start of their new shift. The parties recognize, however, that this goal cannot always be accomplished. Accordingly, if implementation of a shift preference would require an employee to work sixteen (16) hours consecutively, the employee requesting the shift change will be the individual selected to work the "back-to-back" shift. The Employer shall not be liable for overtime premium pay under Section 12.2(b) of this Agreement as a result of its implementation of shift preference requests.

(f). It is expressly understood that an employee's work schedule and his shift may be changed on a daily basis whenever operating conditions warrant such a change. Employees may be denied a requested shift preference, forced to remain on a particular shift, or required to change shifts for closer supervision purposes. Schedule and shift changes intended by the Employer to last longer than fifteen (15) days shall be a subject of a Special Conference in accordance with Section 19.0.

20. Add the following language as a new subsection (d) to Section 12.2 on page nineteen (19) of the expired Agreement: "All paid but not worked time shall not be counted as hours actually worked in determining an employee's eligibility for premium or overtime pay under any Section of this Agreement."

[March 31, 1989]

21. Insert the following language after the words "scheduled time off in Section 12.5 on page twenty (20) of the expired Agreement: ", but not including periods during which an employee is on layoff status."

[March 31, 1989]

22. Incorporate the changes set forth in the second (2nd) paragraph of Section

13.0 on page twenty-one (21) of the former Agreement into the first (1st) paragraph of the same Section.

[March 31, 1989]

23. Delete Section 13.4 on page twenty-two (22) of the current Agreement.  
[January 9, 1989]

24. Revise Section 16.4 on page twenty-four (24) of the former Agreement to read as follows:

Section 16.4. Comprehensive Liability Insurance. The Employer shall pay the cost for comprehensive liability insurance covering individuals within the bargaining unit set forth in Section 1.0, provided such insurance remains available to the Employer during the term of this Agreement.

[March 31, 1989]

25. Insert the words "individual or collective in nature" after the words "all prior Agreements and understandings" in the first (1st) sentence of the first (1st) paragraph of Section 21.0 on page thirty-two (32) of the former Agreement.

[March 31, 1989]