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DEPARTMENT OF LABOR  
IN THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION

IN RE ACT 312 ARBITRATION INVOLVING  
WAYNE COUNTY SHERIFFS' LOCAL 3317  
AND WAYNE COUNTY.

MERC CASE NO. D 94 L-2134

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DAVID K. SUCHER (P41612)  
JAMIL AKHTAR, P.C.  
ADVOCATES FOR WAYNE COUNTY SHERIFFS'  
LOCAL 3317

KENNETH L. LEWIS (P26071)  
DIANE H. FEARS (P42921)  
PLUNKETT & COONEY, P.C.  
ADVOCATES FOR WAYNE COUNTY

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DEPARTMENT OF LABOR

AWARD OF PANEL

The following represents the award of panel on all outstanding issues involving wages, hours, and working conditions between the parties for their new Collective Bargaining Agreement effective December 1, 1993.

1) ADMINISTRATIVE REVIEW AND DETERMINATION HEARING PROCEDURES

Effective upon the execution of this award, oral and written reprimands may be administered at the divisional level for violations of departmental rules and regulations. Violation of departmental rules and regulations which may result in discipline greater than a written reprimand shall have an administrative review hearing.

Section 11.15 shall be modified as follows:

In all disciplinary proceedings, the department shall carry the burden of proof in order to substantiate the charges and the standard shall be proof beyond a reasonable doubt. In application of this standard, the parties understand that all department charges are non-criminal in nature.

**2) MANUAL OF PERSONNEL PROCEDURES**

Article 15 shall be modified as follows:

To the extent they are not in conflict with other provisions of this Agreement, the Rules of the Department of Personnel/Human Resources, or the Civil Service Rules, also known as the Manual of Personnel Procedures, whichever are lawfully in effect, are incorporated by reference into this Agreement. Any incorporation of new or modified rules during the term of this Agreement affecting wages, hours or working conditions shall be negotiated between the parties.

**3) INSURANCE PROGRAMS**

Effective December 1, 1995, the prescription rider for all plans (except under Option Plan) shall provide for a \$5.00 co-pay. Employees enrolled in Blue Cross/Blue Shield Plans will also be covered for prescriptions under the Preferred RX Plan.

Effective December 1, 1995, employees who fail to file an affidavit indicating full-time student status of dependent children age 19 to 25 by the deadline, will no longer have to wait until the next open enrollment period, but may submit documentation at any time, with coverage beginning the first of the month following receipt by Risk Management.

Effective December 1, 1995, the maximum benefit level for optical reimbursement for active employees and family members increases to \$125.00.

**4) RETIREMENT**

Effective December 1, 1995 employees may no longer purchase layoff time.

Plan #1

Effective December 1, 1995, employee contributions shall be 4.42% of all compensation.

Effective December 1, 1995, the maximum benefit on retirement shall not exceed 75% of average final compensation regardless of the formula used and regardless of the source of funding. This does not apply to employees who had thirty or more years of service on or before November 30, 1995.

Plan #4

Effective December 1, 1995, the County shall contribute \$5.00 for each \$1.00 the employee contributes after the employee reaches twenty (20) years of service.

5) ECONOMIC IMPROVEMENTS

The wage rates are as follows:

POLICE SERGEANTS

<u>CURRENT</u>	<u>12-1-94</u>	<u>6-1-95</u>	<u>12-1-95</u>	<u>6-1-96</u>
40,867	42,332	43,104	44,613	45,638
40,900	42,332	43,104	44,613	45,638
41,646	43,104	43,694	45,223	45,638
42,216	43,694	44,095	45,638	47,225
42,604	43,694	44,095	45,638	47,225
44,085	45,628	47,162	48,813	48,813
45,567	47,162	47,162	48,813	48,813

POLICE LIEUTENANTS

47,689	49,358	50,519	52,288	52,744
48,811	50,519	50,960	52,744	53,400
49,237	51,594	52,889	54,740	54,740
49,849	51,594	52,889	54,740	54,740
51,100	52,889	52,889	54,740	54,740

6) DIFFERENTIAL PAYMENT

Effective December 1, 1995, the shift differential shall be sixty (60) cents per hour for all hours worked during a regularly scheduled afternoon or night shift.

Effective December 1, 1995, the weekend differential shall be forty-five (45) cents per hour on Saturday and fifty (50) cents per hour on Sunday.

**7) INDEMNIFICATION**

The article shall read as follows:

01. Whenever an employee covered by this Collective Bargaining Agreement becomes subjected to a claim, a liability, a judgement or a monetary imposition or fine resulting from any action taken by him or her within the scope of his or her employment and during the course of his or her employment, the Employer agrees to defend, and hold harmless and to indemnify him or her including all reasonably related costs, except in a criminal proceeding in which the employee is found guilty of a crime. The determination of whether an employee was acting within the scope and course of his or her employment shall be made on behalf of the Employer by the Corporation Counsel. The Corporation Counsel shall consult with the Sheriff or Airport Director in making this determination. This determination may be subject to the grievance procedure. All settlements are subject to the approval of the Employer.

02. The costs of defense shall be limited to the usual and customary fees and costs charged for similar legal work by most attorneys practicing in the County of Wayne, Michigan.

03. All claims for damages to an employee's private vehicle and any claims asserted against an employee resulting from the operation of his or her private vehicle, while acting within the scope of his or her employment shall be submitted directly to the Employer and shall be handled in accordance with this Article.

04. Upon receipt of notice of any claim or action, the employee shall immediately notify the Corporation Counsel in writing.

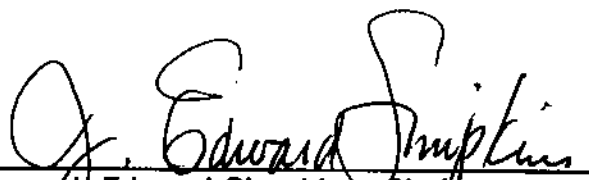
05. This Section shall apply to all matters when the claim is filed or the liability, judgment, monetary imposition or fine is imposed during the term of this Agreement although the precipitating event occurred before the term of this Agreement commenced.

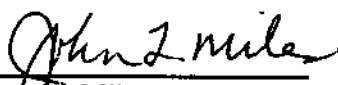
06. In the event the Corporation Counsel has made the decision to defend, hold harmless and indemnify an employee but cannot represent that employee due to a conflict of interest, the Corporation Counsel shall appoint the attorney who will represent the employee.

8) ALL OTHER MATTERS

All other proposals of the parties which have been previously agreed upon shall be incorporated into the new Collective Bargaining Agreement. All other provisions of the current Collective Bargaining Agreement except as changed by this Award or as previously agreed upon by the parties, shall be continued in status quo.

Dated this 26 day of September, 1995

  
J. Edward Simpkins, Chairman

  
John L. Miles  
County Delegate

  
Jamil Akhtar  
Local 3317 Delegate