

# Wayn County Deputy Sheriff's Association

Member-Police Officers Association of Michigan  
Phone: (313) 937-9000 Fax: (313) 937-9165  
27056 Joy Road Redford, MI 48239

Grievance # 2009-50

Article #1, 17

## Grievance Report

12-17-2009

POAM # 09-547

Step 2:

Step 3: Deputy Chief Grysko

Step 4:



Primary Member: All

Union Officer: 1<sup>ST</sup> VICE PRESIDENT BRIAN EARLE

Other Members:

Chief Steward:

**Nature of Grievance:** "Temp/Pool" officers are being used to replace officers on any form of leave to include leave days. This constitutes a violation of the intent, spirit, agreed upon implementation and past practice use of the "temp/pool" officers. Our CBA states that at the start of the new (28) day schedule any staff shortage be filled by offering the voluntary assignment starting with the most senior officer on leave from the shift where the overtime will be worked; then by the most senior volunteer from the prior shift and rotate equitably through all volunteers. Nowhere in the CBA does it state that "temp/pool" officers can be called in prior to full time officers being offered an opportunity to fill the staff shortage. Furthermore "temp/pool" officers are being allowed to work second shifts on the same day, again in direct violation of the CBA, as listed below.

**Violation:** The Association, on behalf of officer name & WCDSA, at this time is charging Sheriff Benny N. Napoleon with a violation that includes, but not limited to the below listed article(s):

1. Article 1.05; notwithstanding Article 1.02 of this Agreement, the Sheriff shall have the right to utilize the services of temporary police officers to fill absences or vacancies created by a leave of any kind for any work assignments located in the Jail Division. The intent, spirit, agreed upon implementation and past practice use of the "temp/pool" officers has been clearly defined. Accordingly the use of the "temp/pool" officers is limited to the following: to replace full time members who would be working but have been granted the day off by utilizing benefit time from one of their banks. This includes annual leave, sick, and FMLA, \*if the full time member granted FMLA is drawing benefit time from one of their banks.
2. Article 17.04 (E) (1); The Shift Commander will fill the overtime assignment as soon as the need for said assignment is known. Only those officers who have signed the Divisional overtime roster are eligible for overtime.
3. Article 17.04 (E) (2); With each new twenty-eight (28) day schedule, the Shift Commander will offer the voluntary overtime assignment beginning with the most senior officer on leave from the shift where the overtime will be worked. Thereafter, the offer of overtime will rotate equitably among all officers on leave day for that twenty-eight (28) day schedule.

Received by: [Signature]

Date: 12/17/09

Served by: [Signature]

Date: 12/17/09

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**Violation Continued:**

4. Article 17.04 (F) (1); In the event that overtime is required to staff a shift and is not filled by (E) above, the following procedure shall be followed. With each new twenty-eight (28) day schedule, the Shift Commander will offer the voluntary overtime assignment beginning with the most senior officer working the proceeding shift. Thereafter, the offer of overtime will rotate equitably among all officers on the preceding shift for that twenty-eight (28) day schedule.
5. Article 17.07 (A); An officer who is inadvertently not offered overtime in accordance with this Article, will not receive pay for the missed assignment, but will have his or her name placed on a missed overtime roster. Officers whose names are placed on this missed overtime roster will be offered the next available overtime assignment before the above described procedure is followed. If they work the overtime assignment, they will be compensated at the appropriate rate of pay they would have received had they not been in advertently missed. The Union, upon being made aware of the missed overtime assignment, will promptly provide written notice to the Divisional Commander.
6. Article 17.07 (B); Officers who are not offered the next available overtime in accordance with Section 17.07 (A) above shall be paid the appropriate rate of pay for the missed overtime.

**Resolution:** Comply with the terms and conditions of the articles listed above and make all full time officers harmed by said violation whole.

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Gregory J. Hattaway  
President

Brian Earle  
1st Vice President

Brian Connelly  
Treasurer

## GRIEVANCE STATUS REPORT

January 26, 2010

**To: All members**

**Re: Grievance #2009-50 / POAM # 09-547**

The following is the current status of the grievance that was filed on the members behalf by the WCDSA/POAM.

Filed as Grievance # 2009-46at Step 3on: 12/17/2009

Received Step #3 Reply: denied

Moved to Step #4: 1/12/2010

Received Step #4 Reply: N/A

Intent to Arbitrate Letter sent:

Arbitration Date:

Remarks: Waiting for step 4 hearing.

Corporal Brian Earle, 1<sup>st</sup> Vice President  
On Behalf of the WCDSA Grievance Committee