

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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POLICE OFFICERS ASSOCIATION OF  
MICHIGAN and JOSEPH LUCE,

UNPUBLISHED  
November 27, 2001

Plaintiffs-Appellants,

v

COUNTY OF LAKE and LAKE COUNTY  
SHERIFF,

No. 224361  
Lake Circuit Court  
LC No. 99-004825-CL

Defendants-Appellees.

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Before: Doctoroff, P.J., and Wilder and Chad C. Schmucker\*, JJ.

PER CURIAM.

Plaintiffs appeal as of right the trial court's order granting defendants' motion for summary disposition. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

The Police Officers Association of Michigan (POAM) is a labor organization that represents non-supervisory employees within the Lake County Sheriff's Department, including Joseph Luce, a sheriff's deputy. POAM, Lake County, and the Lake County Sheriff's Department executed a collective bargaining agreement (CBA) under which the County and the Department were considered co-employers. The CBA governed wages, benefits, and other terms of employment for POAM members, and contained a grievance and arbitration procedure that provided the exclusive means for resolving disputes over contractual matters.

Luce was discharged for allegedly violating Sheriff's Department rules and regulations. The parties could not resolve the case via the grievance procedure, and the matter proceeded to arbitration. The arbitrator ruled in favor of Luce, and ordered him reinstated and made whole. Luce received payment for back wages, but contended in a newly filed grievance that defendants failed to pay him all wages and for all benefits to which he was entitled. Defendants denied plaintiffs' grievance on the ground that Luce received all payment to which he was entitled. Plaintiffs did not seek to arbitrate the dispute.

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\* Circuit judge, sitting on the Court of Appeals by assignment.

Plaintiffs filed a complaint for mandamus and enforcement of the arbitration award.<sup>1</sup> Plaintiffs argued that defendants failed to pay Luce all he was due under the arbitrator's award and the CBA. Subsequently, plaintiffs provided a list specifying the wages Luce sought and the fringe benefits for which he sought the cash equivalent. The list included regular wages and estimated overtime pay, and fringe benefits such as funeral leave and personal days. Defendants moved for summary disposition pursuant to MCR 2.116(C)(4) and (7), arguing that the trial court lacked subject matter jurisdiction and that the action was barred due to the existence of an agreement to arbitrate. The trial court granted defendants' motion, concluding that if the action proceeded it would be required to interpret the CBA to determine if the items for which plaintiffs sought payment were in fact payable under the CBA.

We review a trial court's decision on a motion for summary disposition de novo. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997). Summary disposition for lack of jurisdiction under MCR 2.116(C)(4) is proper if a plaintiff has failed to exhaust its administrative remedies. *Blair v Checker Cab Co*, 219 Mich App 667, 671; 558 NW2d 439 (1996).

Plaintiffs argue that the trial court erred by granting defendants' motion for summary disposition. We disagree and affirm. If a CBA mandates that internal remedies must be pursued, a party to the CBA must exhaust those remedies prior to filing a court action. See *AFSCME v Highland Park Bd of Ed*, 214 Mich App 182, 186-187; 542 NW2d 333 (1995), aff'd 457 Mich 74; 577 NW2d 79 (1998). Plaintiffs did not exhaust their administrative remedies prior to filing suit. Summary disposition was proper for this reason. MCR 2.116(C)(4); *Blair, supra*. Plaintiffs maintained that the circuit court action was filed merely to enforce the arbitrator's order that Luce be made whole; however, plaintiff sought payment for wages and fringe benefits not specifically awarded by the arbitrator. The trial court concluded that payment of wages and fringe benefits was a contractual issue subject to the grievance and arbitration procedure contained in the CBA, and correctly determined that the issue was subject to arbitration. The trial court properly granted summary disposition for this reason. MCR 2.116(C)(7).

Affirmed.

/s/ Martin M. Doctoroff  
/s/ Kurtis T. Wilder  
/s/ Chad C. Schmucker

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<sup>1</sup> Plaintiffs sought mandamus to compel the Sheriff's Department to confer law enforcement powers and duties upon Luce. The trial court denied plaintiffs' motion for mandamus. Plaintiffs do not challenge this decision on appeal.