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IN THE MATTER OF  
ARBITRATION - ACT 312

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
County of Ionia (Sheriff's Department)  
and  
F.O.P. State Lodge of Michigan  
Council 157  
MERC Case No. G77 J1128

Appearances

For the Union

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For the County

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Attorney  
Sheriff  
County Commissioner

~~For~~ Ionia, County of

Arbitration Panel

Joe Clark  
Robert Gemuend  
S. Eugene Bychinsky, Chairman

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS DIVISION  
DETROIT OFFICE

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This matter was conducted in accordance with the proceedings as specified in Michigan Public Act 312, and the rules and regulations applicable to the matter as directed by the Michigan Employment Relations Commission.

Prior to the hearing that was conducted on May 11, 1979, in Ionia, Michigan, the parties' representatives met and exchanged proposed exhibits, which greatly facilitated the expeditious hearing that ensued. Following the hearing, and the production of the record, each party submitted their last best offer, together with supporting briefs. Thereafter, on August 2, 1979, the panel members again met and reviewed each of the issues that were presented for resolution.

The following represents, in summary, the last best offer of each of the parties on each of the issues, and the decision of the panel with respect to that issue.

Additionally, the parties have agreed that except for those issues specifically submitted to the arbitration panel for resolution, the language of the current contract will be retained with the following agreed changes, and the same are incorporated with and made a part of this award:

1. At the outset of the hearing, the County raised the question of the jurisdiction of the panel to apply the arbitration procedure to clerks, matrons, and security guards employed by Ionia County. It was the County's position that its clerks, matrons and security guards are not subject to 312 Arbitration, and that the panel was without jurisdiction to issue an award as to those classifications. However, it is noted that while the County claims the panel is without jurisdiction to issue an award as to these three classifications, it also takes the position that this panel has both the power and the duty to determine the merits of this issue or alternatively to submit the issue to MERC for determination. In as much as the County maintains that the panel has the right to make this determination, and as the panel particularly notes that the prior contract that existed between the parties hereto, included in its definition of the bargaining unit, "All regular full-time employees of the Sheriff's Department of the County of Ionia, including Deputies and office clerical employees, but excluding supervisors," and that the previous contract in fact, included provisions for matrons, dispatchers, clerks, etc., the panel now finds that its award will be applicable to the unit as defined, which would

include the three categories that are under question in this hearing. Thusly, it is determined that Clerks, Matrons, and Security Guards are included in the recommendations and decisions of this panel. By this decision, the panel particularly notes that the Union position in requesting inclusion of these people, as defined above, will also be satisfied.

## 2. COURT-TIME PAYMENTS

The Union in its last best offer has asked for an increased allowance for Court-time pay to officers. Previously, Court-time payments were limited to off-duty officers. In its last best offer, the Union seeks to include all bargaining unit personnel, whether they are officers or not, in the provision for Court-time payments. The County objects to this, and points out that a tentative agreement had been reached to increase the allowance for Court-time pay to officers. The logic of excluding all bargaining unit members, other than officers, from the payment of Court-time pay in off duty time is not seen. A demand to appear at Court is part of any bargaining unit member's potential duty. The requirement that any bargaining unit member attend duties beyond normal scheduled work sessions, logically demands some recognition for that effort and time to appear in Court. However, it is necessary to acknowledge that emphasis should be placed on the off-duty employee. Thus, where a Matron, Clerk, etc., may appear in Court during a regularly scheduled work period, such payment would not be appropriate under the language offered by the Union in its last best offer. Accordingly, the Union's last best offer on Court-time payments is adopted by the panel.

## TYPE OF PATROL CAR

The Union's last best offer on this issue is as follows:

"In the procurement of motor vehicles for patrol purposes, the Employer shall use available standard, full-size police cruisers, equipped as in the past with equipment necessary for the officers to perform their duties and responsibilities."

Employer proposes to delete the language in the expired agreement, which required it to use "standard, full-size police cruisers equipped as in the past." The Employer argues that of the ten comparables offered by the Employer, only the City of Belding has similar language. Further, the Employer claims that with the energy crisis, and with the flexibility that may be desirable in order to meet the down sizing of American automobiles and fuel

supplies, that it should be left to the Employer, whether or not to continue the use of standard, full-size police cruisers. The Union has attempted to ameliorate their offer by inserting the word available in the language of the prior contract. However, this is not seen as being sufficient. The County must have a sensitivity not only to the needs of the sheriff's department, but also to the needs of the nation as to energy conservation, and the gasoline consumption, cost, etc. Accordingly, the language of the expired contract, "standard, full size police cruisers equipped as in the past," is deleted from the new contract.

#### TWO-MAN PATROL CARS AFTER DARK

There was no applicable provision in this regard in the prior expired contract. The Union in its last best offer asks that in Article XXVIII - Miscellaneous - there be added a new Section 5 to read as follows:

Section 5 - Night-Time Patrols, between the hours of 8 p.m. and 4 a.m., or between dusk and dawn, there will be two deputies scheduled per patrol unit. If one of the scheduled deputies does not report for work, the other deputy may be required to operate a patrol car alone and fulfill his normal responsibilities.

It is the Union's argument that the two-man patrol car affords added protection for the more inherently dangerous and unmanageable dark time situations. They claim that the only objection would be the hiring of additional personnel. While the Sheriff in his testimony acknowledged that he already tries very hard to maintain three cars on the road at night, he could, if he were fully staffed, comply with this requirement. The County, on the other hand, points out that in the ten comparables offered by the Employer, only three Counties provide such coverage. Further, it is argued by the County that help is provided by the cities of Ionia, Belding, and Portland, as well as Lake Odessa, the Village of Saranac, and the Ionia State Police post when help is needed. Here again, it can be seen that discretion must be used by the Sheriff in deploying his forces. There are times when situations exist that would require the deployment of two-man patrol cars. It is conceivable that at other times, even if two men were available, it would be wiser to have one officer in each of the two cars. No compelling argument is seen for changing this provision in the way requested and adding it to the contract, and the panel accordingly accepts the County's position on this issue.

#### MAINTENANCE OF STANDARDS CLAUSE

In its last best offer, the Union has requested the following new clause be added to the contract.

#### "Section 4 - Maintenance of Standards

The Employer agrees that all conditions of employment not otherwise provided for herein relating to wages, hours and conditions of employment shall be maintained at the standard in effect at the time of the signing of this agreement, or the award thereof. The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this contract."

It is the Union's position that this is a very important clause and that it would provide a modicum of stability for the conditions under which they will work the next year and one-half. The County opposes the inclusion of a Maintenance of Standards clause and significantly argues that the County was willing to bargain over any standard working condition which the Union wanted to present, in the labor agreement, and has in fact, negotiated extensively with the Union on all Union demands. The County further points out that there is a lack of need shown by the Union for the inclusion of such language. The panel concurs with the County's position on this matter. Significant negotiations were held; all issues were considered and agreements had been reached and presented to this panel in those areas where agreement could not be reached. A need for a maintenance of standards clause is not seen, and the panel so orders.

#### VACATIONS

In the expired contract the following vacation schedule is observed:

After one year	-	5 Days
After two years	-	10 Days
After six years	-	15 Days
After thirteen years-		20 Days

The Union in its last best offer, has asked that only the After six years - 15 days be changed to read After five years, 15 days. The Employer takes the position that on a comparable basis the existing schedule is indicated. However, it objects to the comparability list of counties, as proposed by the Union. Perhaps of more significance is the fact that the Ionia County vacation schedule for deputies is identical to that provided for the other county employees. While this issue presents a rather minor point, to increase vacation allowance so that the 15 day vacation would take effect after five years rather than six is not concurred in as no compelling reason is seen in the evidence supplied by the Union to provide the deputies with a different schedule for vacations than other county employees. Accordingly, the County position on the matter of vacations is adopted.

### ACCUMULATION OF SICK LEAVE DURING PROBATIONARY PERIOD

The current practice is to not allow probationary deputies to accumulate sick leave during the probationary period. The Union would like the following added language to replace language in the prior contract.

#### "Section 1.

Each full-time employee covered hereby shall earn sick leave credit at the rate of one (1) work day with pay for each completed month of service beginning with his date of hire, provided, however, that no employee may use or have paid out his or her sick leave until after completion of their probationary period."

The County acknowledges that the comparables used by the Employer support the Union's position. Their sole argument is that it would be a cost item to give all new employees a maximum of six additional sick leave days and is a benefit of no great value to the Union since very few deputies would fall into the probationary category. The panel in agreeing with the Union's best last offer notes that comparability dictates that the language proposed by the Union be adopted.

### TERMINATION, PAY AND NOTICE

There is no notice requirement for sick leave payout in the expired contract; however, notice is required for vacation payout. However, there is no requirement in the old contract to work the last two weeks in order to obtain either benefit. The Union in its last best offer has asked for the addition of the following new section:

#### "Section 4. - Notice of Resignation

To be entitled to any vacation or sick leave payment, an employee terminating his or her employment must give the Employer at least two week's notice before his or her effective date of termination."

There is, in the old contract, a two week's notice of termination requirement in order to receive the vacation payout. There is no requirement for notice for sick leave payout. The Employer seeks to have the notice provision extended to the sick leave situation, and the Union has agreed to that extension. The Employer also asks that the employee actually work the last two weeks following notice of termination. While the Union strongly objects to that requirement, as amounting to a forfeiture of certain benefits, following a termination, the Union position, is frankly not understood by the panel and the County position is adopted. The

incentive requiring a minimum of two week's notice must remain with the County. To allow a person to terminate and obtain the benefits of that termination and not work during the following two-week period would place the County in a very difficult situation. While it is acknowledged that the Union has shown at least 15 comparable Police jurisdictions where there is no such requirement, perhaps they have not had a problem with this respect. However, Ionia County has acknowledged the existence of the problem and seeks to correct it by the language that they request. Accordingly, the County position requiring that the two weeks following notice of termination be worked, prior to the granting of the benefits of sick leave pay, and vacation payoff, is adopted.

COMPLETE AGREEMENT CLAUSE AS PROPOSED BY THE UNION AND AGREED UPON, TENTATIVELY BY THE PARTIES

It is fairly common in many labor agreements, and is seen as a necessary clause to insure that bargaining be undertaken in open and full faith circumstances, that the parties agree to language that would preclude the chance that the parties are not caused to bargain continuously during the life of the contract. The purpose of the contract is to terminate bargaining and to commence administering. Accordingly, the complete agreement clause, as proposed, and tentatively agreed upon by both parties, is adopted by the panel.

LIABILITY INSURANCE - CAP ON PREMIUMS

The parties reached tentative agreement on the premiums which the Employer would pay for liability insurance. However, the Employer seeks to impose a cap on premiums, the cap to be an increase of 20% on existing premiums. The Union objects to this cap. Because the placement of a cap could materially affect the basic insurance policy, conceivably rendering it ineffectual, this cap is not supported.

AUXILIARY AND PART-TIME PERSONNEL

The Union's last best offer contained the following two paragraphs:

"Section 6. - Auxiliary Police and Part-Time Personnel

The Employer may make use of auxiliary police and part-time personnel, provided, however, that such use shall not be for the purpose of avoiding overtime or for the purpose of replacing regular full-time employees, and in the event of layoff, no full-time employee shall be laid off while auxiliary police and/or part-time personnel are employed.

If the Employer hires part-time personnel who are regularly scheduled and who work for 20 hours per week or more for a period of six months, he shall negotiate with the Union over their wages, hours, and conditions of employment."

Parties acknowledge that the first paragraph of the above proposed contract language was the subject of a tentative agreement between the parties. It is the second paragraph of the Union's last best offer which gives rise to the dispute. The County objects to the Union's demand stating that this requirement would require that the Employer bargain with the Union every time it was necessary to hire a part-time employee, no matter how minor the function. It further states that the proposed Union language represents a change in the recognition clause, and that change is properly directed to the procedures of MERC. It is with this last argument that the panel is impressed. Accordingly, inclusion of the second paragraph as proposed in the Union's last best offer, is not adopted, and the tentatively agreed upon first paragraph as stated in the County's position is adopted.

#### WAGES

##### County Last Best Offer on Wages 3 Year Contract

	<u>1-1-78</u>	<u>1-1-79</u>	<u>1-1-80</u>
<u>Deputy</u>			
Start	\$10,600	\$11,000	\$11,500
6 Months	11,200	11,600	12,200
1 Year	12,165	13,017	13,798
2 Years	12,625	13,509	14,320
3 Years	13,398	14,336	15,196
<u>Sergeant</u>	14,068	15,053	15,956

##### Security Officer, Matron-Dispatcher and Clerks:

1. The same percentage increase on wages as the panel awards to the deputies and,
2. The same fringe benefits as currently contained in the expired contract plus those improvements stipulated between the parties (Joint Exhibit #2) and,
3. The Employer position on retroactivity, and
4. Medical premium reimbursement as Employer offered to deputies.

Union Last Best Offer On Wages

<u>Deputy</u>	<u>1-1-78</u>	<u>1-1-79</u>	<u>1-1-80</u>
Start	\$11,728	\$12,918	\$14,108
6 Months	12,114	13,342	14,571
1 Year	12,536	13,807	15,079
2 Years	13,010	14,329	15,649
3 Years	13,806	15,206	16,606
<u>Sergeant</u>	14,497	15,967	17,436
<u>Matron/Dispatcher</u>			
Start	\$ 8,329	9,174	10,019
1 Year	8,529	9,394	10,259
2 Years	8,795	9,687	10,579
3 Years	9,114	10,038	10,962
<u>Clerks</u>			
Start	\$ 7,608	8,379	9,151
6 Months	7,922	8,725	9,529
1 Year	8,111	8,933	9,756
2 Years	8,299	9,141	9,983
3 Years	8,426	9,280	10,135
<u>Security Officer</u>			
Start	\$ 6,510	8,510	10,510
6 Months	7,010	9,010	11,010
1 Year	7,510	9,510	11,510
2 Years	8,010	10,010	12,010
3 Years	8,510	10,510	12,510

In presenting its list of comparables, the Employer has included the three municipalities within the boundaries of Ionia County which maintain a Police Department, more specifically, the City of Ionia, the City of Portland, and the City of Belding, along with data from the counties that they consider most nearly resembling Ionia County in characteristics of population, income, and size of department. However, they have limited this grouping to include only counties contiguous to Ionia County. The Union, on the other hand, has offered as comparable counties, in addition to the ones listed by the Employer, Allegan County, Isabella County, Tuscola County, Clinton County, Shiawasee County, Lapeer County, and Eaton County.

In terms of population, Ionia County is represented as having 45,848 population, and the largest of the counties submitted by the Sheriffs would be Eaton County, with a population of 68,892.

The County has maintained that Eaton and Allegan counties (with a population 50% greater than Ionia, and because County income is substantially greater than Ionia, and the Sheriff's Department is much larger than Ionia) should not be included in considering comparables. However, they have been included in consideration of this wage issue by the panel. To exclude a County having a population that might approach 50% greater than the existing County, would tend to destroy the value of comparables. Even to remove the two larger of these comparable counties, namely Allegan and Eaton in consideration of comparables, does not materially change the conclusions that one would reach with their inclusion. For example, taking the issue of the top pay for a Deputy, with the exclusion of Allegan and Eaton counties, the average top pay of the remaining counties exceeds that which is in the Union's last best offer. Further, while the County objects to the inclusion of the larger counties of Allegan and Eaton, it should be kept in mind that Ionia County has unique problems that can be said to be more like larger counties having even 50% greater population because of their proximity and involvement in matters concerning the various correctional institutions that are contained in Ionia County. A larger problem (rather than the population differences of the counties offered by the Union) was the scarcity of data with respect to details of wages at the end of three years of the proposed contract and the data supplied by the County as representing comparable data. For example, the top salary that a person classified as a deputy could reach, in Ionia County, is after three years. The data presented for Isabella County, Clinton County, Shiawasee County and Eaton County reflected the top a patrolman could reach after five years. Nevertheless, of significance is the fact that in these lastly mentioned counties, a deputy or a patrolman can obtain a higher wage, and significantly higher than in Ionia County, if only at the end of four or five years of service. However, the panel considered this disparity in comparable data in reaching its conclusion.

It is the conclusion of the panel that the data offered by the Union represents more completely a comparability situation to the Ionia situation than does the data offered by the County of Ionia in its last best offer. Accordingly, with respect to wages, the wage schedule of the Union contained in its last best offer is adopted by the panel.

The same conclusions are reached with respect to Sergeant's pay and, therefore, the Union's last best offer of settlement on Sergeant's pay is accepted.

With respect to the Matron/Dispatchers, Clerks, and the Security Officers, the County's last best offer, which was to afford these classifications the same percentage increase on wages as the panel awarded to the Deputies, is adopted. By the "same

percentage increase on wages," is defined as follows: Take the top of the salary attainable by the Deputies; determine the percentage increase for each of the years of the 1978-79, and 1980, and use that percentage in applying it to the salaries for the Matron/Dispatcher, Clerk and Security Officer.

With respect to the Presidential guidelines and its relationship to the award made by this panel, the panel is mindful of the following facts. The Presidential guidelines have a relationship to the entire County and not just the Deputies in isolation. Furthermore, numerous cases in the nation have revealed that where there has been a large disparity between the competitive salary and the guideline amount, such adjustments have been allowed and condoned by the Government.

### COST OF LIVING

The Union in its last best offer has asked that a cost of living adjustment be included in the contract. The Employer argues that cost of living has been included in the consideration of the basic wage package, and therefore should not be included. The most recently expired contract between the parties did not have a cost of living provision. This panel is constrained to adopt the position of the County with respect to the cost of living demand, and notes particularly that much of the argument for the wage package that has been awarded to the Union included the matter of comparables which inevitably had represented, to some degree at least, the inclusion of concerns for the cost of living. Furthermore, the appearance of cost of living provisions in comparable counties is not apparent. Accordingly, it is the decision of the panel that, on the issue of cost of living, the position of the County in its last best offer is adopted.

### RETROACTIVITY

In considering this issue, the panel reviewed two aspects of retroactivity. One, retroactivity as it applies to existing compliment of personnel; and two, concerns for the treatment that should be afforded to those who have left the Department, prior to the date of the arbitration hearing, which was on May 11, 1979. While the County has indicated its willingness to provide retroactivity to those still on the roster on the date of the hearing, it objects to providing retroactivity to those employees included in this bargaining unit who left prior to that hearing. It is argued by the County that the interest of the Union, the Employer, or the public is not served by making retroactive payments to those who voluntarily quit or were discharged with cause and are currently working elsewhere. This panel agrees with the County's position in this respect. Furthermore, this panel agrees that retroactivity will apply to the

issues of wages, overtime, longevity, and holiday pay. Retroactivity would be excluded on the issues of pension, medical and life insurance, and on the grievance procedure. With respect to retroactivity (as applied to current employees) of accumulation of sick leave during the probationary period, and entitlement to any additional vacation for the vacation award, the County position is accepted by the panel. This same reasoning applies to sick leave, longevity, and vacation payoffs on termination for those employees who have terminated employment prior to the hearing date of this panel, which date is being used as a cutoff for all persons who terminated after that date.

### DENTAL INSURANCE

The most recently expired contract did not have provisions for dental insurance. The Union in its last best offer has asked for a Delta Dental plan proposal C, and has demanded that the Employer pay 50% of the premium cost for such coverage. In considering the County's dental insurance comparables, it is noted that only the City of Ionia provided some form of dental insurance coverage. Ionia County itself does not have a dental plan for any of its employees, and of course is desirous of maintaining the same fringe benefits as nearly as possible among all employees. The Union, on the other hand, has argued that four other comparable jurisdictions have dental plans similar to the Union's proposal, and while it recognizes that the coverage is not as yet universal, it inevitably will become a part of the fringe package. However, in considering the whole list of comparables provided by the Union, it would seem that the dental coverage is not a standard available fringe. Therefore, it is the opinion of the panel that the County's last best offer, which did not provide for dental insurance coverage, would be adopted by the panel.

### HOLIDAY PAY

The Employer currently provides 13 holidays, two additional personal leave days, pays time and one-half for all work on the holidays, and does not reschedule the Deputies' leave day which may occur on a holiday. It is the Union's position that the present practice in Ionia is that the employees have been paid biweekly for 80 hours for their regularly scheduled workdays. If a holiday falls on one of those scheduled workdays, the employee works the holiday, and is paid in addition to his biweekly check, time and one-half for the holiday. If the holiday falls on the employee's scheduled day off, he is simply paid a holiday pay of eight hours straight time, in addition to his biweekly check. However, it is noted that of the ten comparables that the Employer offered, the holiday pay granted by the County is in line with such practice and is therefore adopted.

### CLOTHING ALLOWANCE

The Union in its last best offer seeks the following language:

"Any employee in the bargaining unit required to use ordinary street clothes as part of his or her duties for a period of at least three months, shall receive a clothing allowance in the amount of \$350.00 per annum, prorated on a quarterly basis, beginning three months after date of hire."

The County has tentatively agreed to increasing the allowance to \$350.00, from the previous \$250.00, per annum amount, but objects to the provision that would encompass bargaining unit members other than the officers. The County in its last best offer has agreed to the \$350.00 per annum amount, for the officers, but objects to the extension of the uniform allowance to other than officers. It is noted that other employees of the department (other than uniformed officers) work in uniforms, and those uniforms are provided by the department. The Union's request in its last best offer to include all people within the allowance (which only applies if the department requires the use of ordinary street clothes for at least three months after they are hired) would seem to be a reasonable request. Who is required to wear uniforms is within the control of the Sheriff and is not an option that is available to the individual person. As the Sheriff controls this issue, the Union's last best offer is accepted by the panel.

### MEDICAL INSURANCE REIMBURSEMENT

The parties and the panel agree that one employee (the only one so affected) should be "grandfathered" to receive the \$240.00 per year payment in lieu of hospitalization (old contract Article XX, Section 3) and that thereafter, this program would be phased out.

### STIPULATION

The parties have agreed that, except for those issues specifically submitted to the arbitration panel for resolution, the language of the current contract shall be retained with the following agreed changes, and request that the same be incorporated with and made a part of, the final award:

1. Preface - Change to date agreement is signed in 1978.
2. Art. I, Sec. 2 - Change to read as follows:

"Section 2. Definition of the Bargaining Unit.  
The bargaining unit consists of all regular,

full-time employees of the Sheriff's Department of the County of Ionia who occupy any of the classifications set forth in Appendix A attached hereto."

3. Art. XXVIII - Miscellaneous - Add new Section 3, Savings Provisions, to read as follows:

"Section 3. Savings Provisions. If during the term of this Agreement any part of the provisions contained herein are rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect."

4. Art. IV, Sec. 2 - Amend first sentence only to read as follows:

"Section 2. Negotiating Sessions. The time and date of any negotiating sessions shall be the sole responsibility of the Employer with consideration being given to the Union's requests."

5. Art. XXVI, Sec. 1 - Delete Section 1 and County will furnish a letter of understanding stating as follows:

"It is the policy of the Sheriff's Department that employees in the bargaining unit are not expected to use their personal vehicles for County business. However, if an employee is so required to use his personal vehicle, he will be reimbursed at the rate of \$.17 per mile."

6. Art. XXVI - Parking and Travel - Add new Section 4 to read as follows:

"Section 4. Safety. When the employee shall find the equipment furnished by the Employer as unsafe for use in the performance of his/her assigned duties, the employee shall be required to immediately report the condition to his immediate supervisor; and if the condition is not satisfactorily resolved in a reasonable period of time, the employee may have recourse to the grievance procedure as provided herein."

7. Art. XVI - Experience - Amend Article to read as follows:

"New employees shall be given credit on the salary schedule upon completion of the probationary period for like prior experience which qualified him under the Sheriff's Department job duties."

8. Art. XXI, Sec. 4 - Vacation Leave - Change to read as follows:

"Section 4. Vacations may be taken at any time during the year; however, they are subject to scheduling according to the needs of the department. Vacation requests must be filed in writing with the Sheriff at least 30 days in advance of the schedule being posted. If more employees request the same vacation time off than can be spared, seniority shall prevail."

9. Art. XVIII, Sec. 4 - Scheduled Days Off - Change to read as follows:

"Section 4. Emergencies. Scheduled days off, as herein provided for, may be postponed for emergency purposes; however, the employee shall receive time and one-half (1- $\frac{1}{2}$ ) his regular hourly rate of pay or compensatory time at the rate of time and one-half (1- $\frac{1}{2}$ ) at the discretion of the Employer."

10. Art. VII - Longevity Pay - Change Paragraph D to read as follows:

"D. Longevity Pay Schedule:

<u>Continuous Service</u>	<u>Annual Longevity Payment</u>
5 but less than 7 years	3% of annual wage
7 but less than 11 years	5% of annual wage
11 but less than 15 years	7% of annual wage
15 years or more	9% of annual wage"

11. Art. XIV - Probationary Period - Add the following sentence at the end of the present language:

"All other employees in the bargaining unit shall be considered probationary employees for the first six (6) months of his or her employment."

12. Art. X - Retirement Benefit - Retain present language Employer will give letter of understanding which states:

"The Employer, on a non-prejudicial basis, will review its pension program as it applies to the Sheriff's Department prior to January 1, 1980. If the County Pension plan is improved during the term of this contract, such improvements will become part of this contract."

*Sc By County*  
10-1-79