

1-1-73 to 12-31-73

COUNTY OF LEELANAU

Leelanau

THIS AGREEMENT, made and entered into this 1st day of January A.D., 1973, by and between the COUNTY OF LEELANAU, located at Leland, a political sub-division of the State of Michigan, party of the first part, and hereinafter termed the Employer, and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the Union.

WHEREAS: both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE I

RECOGNITION, AGENCY SHOP AND DUES

Section 1. The County of Leelanau recognizes Teamsters Local Union 214 as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of Public Acts of 1947, as amended, for all full-time Deputy Sheriffs and all part-time Deputy Sheriffs who are regularly scheduled for a minimum of fifty (50) hours per month, but excluding Sheriff, Under Sheriff, seasonal and casual employees. The Sheriff of Leelanau County agrees to negotiate with the Union on items relating to rates of pay, wages, hours and conditions of employment, to the extent he is empowered to do so under the laws of the State of Michigan.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(b) In accordance with the policy set forth under Paragraph (1) and (2) of this Section, all employees in the bargaining unit shall share fairly in the financial support of their exclusive bargaining representative by paying to the exclusive bargaining representative a service fee which may be equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative.

For present, regular employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later. For new employees, the payment shall start thirty-one (31) days following date of employment.

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

*Leelanau County Board of
Commissioners
Leland, Michigan 49654*

ARTICLE II

DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

(a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(b) Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union under the same circumstances as prescribed above for the deduction and transmission of Union dues and initiation fees.

ARTICLE III

REPRESENTATION

Section 1. The UNION shall be represented in all negotiations by a committee of the UNION. The committee shall be composed of not more than four (4) representatives, one (1) to serve as an alternate. The EMPLOYER shall negotiate with those representatives as herein provided.

Section 2. "On-duty officers who are members of the bargaining committee shall be paid during negotiations. It is intended, however, that bargaining shall be scheduled when the least number of persons on the negotiating team are on-duty. If in the course of a bargaining session, it is necessary for the on-duty officer to answer calls, bargaining sessions will be postponed and rescheduled, if necessary. The processing of grievances may also be done during on-duty time without loss of pay or benefits provided, however, that off-duty time is unavailable."

ARTICLE IV

MANAGEMENT RIGHTS

The Employer retains the exclusive right to manage the operations of County government and to direct the work force, which rights include, without limitation, the right to hire, suspend, discipline or dismiss for proper cause, transfer, determine shifts and hours, layoff or reduce operations and methods of operating for legitimate governmental reasons, except specifically provided otherwise by this Contract.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the Steward, or both, and the Employer and/or department head. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) calendar days of the alleged grievance, and deliver same to the sheriff or the undersheriff.

Step 2. If the grievance is not settled in Step 1, the Union may, within ten (10) calendar days deliver to the designated Employer representative a written request for a meeting between Union representative to review the matter. Such meeting will be held within ten (10) calendar days from date of said written request and the Employer will render its decision within ten (10) calendar days thereafter.

If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) calendar days after receipt of the second step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules; then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

When an employee discharged or laid off for cause, is given a written reprimand or warning, or where discipline is to be made a matter of permanent record, the Union will be promptly notified by the Employer of the action taken. In such cases, the time limits for filing a grievance shall begin to run from the date of such notice to the Union and shall be filed beginning with Step 2.

Grievances affecting a number of employees may be treated as a policy grievance and entered directly at the second step of the grievance procedure.

• All employees shall have the right to be represented by their appointed representative or a steward at all disciplinary conferences or procedures. Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which results in official entries being added to his personal file.

All time limits contained in this Grievance Procedure shall be strictly construed, and failure to move a grievance from one step to the next within time limits shall constitute abandonment of the grievance. Waiver of time limits on a particular case shall not mean that limits are thereby waived for future cases.

ARTICLE VI

SENIORITY

Section 1. Seniority of a new officer shall be commenced from the date of hire, after the officer has completed his probation period of six (6) months. Former officers who have resigned and returned within two (2) years, shall regain seniority after completion of six (6) months probation period. An employee shall forfeit his seniority rights only for the following reasons:

1. He resigns and is not returned within two (2) years.
2. He is dismissed and is not reinstated.
3. He is absent without leave for a period of four (4) days or more.
(Exceptions to this may be made at the discretion of the Employer on the ground of good cause for failure to report)

Section 2. A seniority list with all full-time employees before part-time employees shall be furnished to the UNION by the Employer once each six (6) months.

Section 3. Job vacancies shall be filled and job assignments made upon the basis of seniority, provided the employee is qualified. The claim of any employee that he has been unreasonably or unjustly transferred, reassigned or denied a job opening shall be subject to the Grievance Procedure.

Section 4. In making shift assignment and choice of furloughs consideration and recognition will be given to the seniority of the individuals within the unit. However, because of the small department and the need for experienced personnel at all times, the consideration shall not be limited to seniority.

Section 5. No employee shall be discharged or otherwise disciplined except for just cause. The claim from any employee that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance, including arbitration.

Section 6. Layoffs and recalls shall be on the basis of seniority.

ARTICLE VII

GENERAL CONDITIONS

1) Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. The Employer will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, contrary to the provisions of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. This Agreement shall supersede any rules and regulations governing the Sheriff's Department which are in conflict herewith. The Employer reserves the right to adopt reasonable rules and regulations, governing its day to day operations, which are consistent with its obligations under this Agreement. Any such new rules shall be subject to the grievance procedure after adoption.

2) Non-Police Work Employees shall not be required to perform non-police related functions. Any variations may be made by mutual agreement. All duties presently performed should be defined as meaning police work.

3) Bulletin Boards The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place for the posting of UNION notices and other material.

4) Meetings The UNION may schedule and conduct its meetings on Sheriff's Departments property provided it does not disrupt the duties of the employees or the efficient operation of the Department.

5) Records All records, reports and other information pertaining to a pending grievance of an involved employee shall be made available for inspection by the UNION.

6) Monthly Meetings The Sheriff agrees to meet at least once each month with the UNION Committee, at a mutually convenient time, to adjust pending grievances and discuss procedures for avoiding future grievances. The Committee may also discuss with the Employer other issues which would improve the relationship between the parties.

7) Work Schedules The work schedule shall be posted at least twenty-eight (28) days in advance of the start of the new schedule.

8) Trading Time The existing practice of allowing employees to trade days and shifts shall be continued, providing the officers receive approval from the Sheriff.

9) Minimum Personnel In any car on the road after the hours of darkness there shall be a minimum of two (2) regular or part-time deputies in said car for the reasons of personal safety.

10) The Employer agrees to pay all full-time deputies the sum of \$150.00 per year for the maintenance of uniforms and \$50.00 per year to all part-time deputies.

11) When an employee is required by the Employer to provide his own transportation, for a job assignment or other related duties, he shall receive an allowance of ten (10) cents per mile, or will be provided with transportation by the County.

12) The Employer will provide to the employee, such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his police duties and responsibilities.

13) The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Overtime may be paid once a month instead of bi-weekly.

14) The Employer shall furnish all necessary equipment required by the Employer to perform duties.

15) The Employer shall provide insurance to cover false arrest.

16) The Employer agrees to pay the cost of an annual physical examination for all deputies.

17) The Employer agrees to pay all deputies an annual gun allowance of \$100.00. Payment of such allowance shall be made at the beginning of each calendar year.

ARTICLE VIII

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or to any subject or matter not specifically referred to or covered by this Agreement. However, it is not the intent of the Zipper Clause to delete any of the established past practices relating to wages, hours, and work conditions.

ARTICLE IX

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 1973, to and including December 31, 1973, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 1973.

LEELANAU COUNTY BOARD OF COMMISSIONERS

TEAMSTERS, STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

Arthur J. Borsch
Chairman

Paul Gully

Sheriff

APPENDIX "A"

INSURANCE

1. The Employer shall make available MVF-I, Blue Cross/Blue Shield Plan and a Drug and Prescription Plan. (\$2.00 deductible on each prescription to all full-time employees). The Employer will pay the full premium for the employee, his wife, and dependent children up to the age of nineteen (19). Participation in this plan requires properly signed application forms by each employee. Effective date of coverage for new employees will be in accord with the Blue Cross/Blue Shield provisions.

2. Life Insurance Coverage - The Employer agrees to pay the entire premium cost of \$10,000 of life insurance on all full-time employees. The Employer further agrees to pay the entire premium cost of \$5,000 of life insurance for part-time and Marine Deputy employees.

WORKMEN'S COMPENSATION

The Employer shall provide Workmen's Compensation protection for all employees even though not required by law.

SICK LEAVE

1. Sick leave shall accrue each month in which an employee serves at least eighteen (18) normal service days per month. Such time shall first be computed from the date of appointment and thereafter, from the beginning of each fiscal year. Such leave shall accrue in terms of full days only, and shall not exceed twelve (12) service days in one (1) year.

2. Unused sick leave, as provided in the above paragraph, shall be called current sick leave and accumulation unlimited.

3. On the job injury will be paid by the Employer and will not be deducted from sick leave. While such employee is off the job he shall receive full pay as though worked for the first sixty (60) days of absence. Further provided that the said employee turn over to the Employer that amount of money he shall receive from Workmen's Compensation. In the event the absence is in excess of sixty (60) days, the employee shall revert back to Workmen's Compensation and in addition sick leave to receive his full pay.

4. Employees who retire, or his family in case of death, shall be paid one-half his accumulated sick leave to a maximum of sixty (60) days.

HOLIDAYS

All employees shall be granted the following holidays, with pay.

New Years Day
Easter Day
Memorial Day

Independence Day
Lincoln's Birthday
Labor Day

Thanksgiving Day
Christmas Day
Veterans Day

Those employees required to work on an established holiday shall receive time and one-half (1½) the hourly rate plus one (1) day at compensatory time.

SHIFT DIFFERENTIAL

A shift differential of ten cents (10¢) shall be paid for all work performed by employees required to start after 4 p.m. and a fifteen cent (15¢) differential shall be paid for all work performed after 11:00 p.m.

CALL BACK PAY

A two (2) hour minimum pay at the scheduled overtime rate shall be paid to employees when called back to work after their normal scheduled shift.

FUNERAL LEAVE

1. Employees will be paid for three (3) days absence in the case of a death in his immediate family and five (5) days if such death is out-of-state. Immediate family means father, mother, sister, brother, child, wife, or husband, mother-in-law, father-in-law, step-parent, step-child, step-brother, step-sister and dependents living at house. This is in addition to vacation and sick leave time.

WORK WEEK

1. The normal work week shall be forty-two (42) hours per week.
2. Overtime shall be paid over forty-two (42) hours per week, at the rate of time and one-half.
3. All part-time employees and Marine Deputies scheduled to work a regular forty-two (42) hour work week shall receive the premium rate of pay for all work in excess of the forty-two (42) hours per week.

All part-time employees and Marine Deputies scheduled to work a forty-two (42) hour work week shall receive the holiday premium rate of pay providing said holiday falls within that scheduled work week.

VACATION

After one year -----	6 working days
After two years -----	12 working days
After five years -----	18 working days

WAGES

PART-TIME

EFFECTIVE JANUARY 1, 1973

Marine Deputy	\$3.13 per hour
Part-time Dispatcher	3.24 per hour
Part-time Deputy	3.47 per hour

WAGES

EFFECTIVE JANUARY 1, 1973

Full-time Dispatcher

Starting	\$6,836.40
6 months	7,406.10
1 year	7,861.86
2 years	8,203.68
3 years or more	8,431.56

Full-time Deputy

Starting	\$7,406.10
6 months	7,975.80
1 year	8,317.62
2 years	8,545.50
3 years or more	8,887.32

Sergeants \$9,115.20

WAGES

EFFECTIVE JULY 1, 1973

Full-time Dispatcher

Starting	\$6,963.00
6 months	7,543.25
1 year	8,007.45
2 years	8,355.60
3 years or more	8,587.70

Full-time Deputy

Starting	\$7,543.25
6 months	8,123.50
1 year	8,471.65
2 years	8,703.75
3 years or more	9,051.90

Sergeants \$9,284.00