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Arb. 6/11/74

In the Matter of the Arbitration Between:

LIVINGSTON COUNTY BOARD OF COMMISSIONERS
LIVINGSTON COUNTY SHERIFF'S DEPARTMENT

and

LOCAL 214, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

Hearings Held April 4, 8, 1974

Before Richard I. Bloch, Esq.

Appearances:

For the Union

Joseph Valenti

For the County

Charles Fine, Esq.
Clark, Hardy, Lewis & Fine

Livingston County

OPINION

Facts

Livingston County is located in the southeastern portion of the state of Michigan. The Sheriff's Department is located in Howell, Michigan, the county seat. Presently, the County has 25 deputies, three detective deputies, four sergeants, one undercover agent, and three matron deputies. The County has

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a permanent population of approximately 71,000 residents. Due both to its proximity to highly-populated counties of Ingham, Washtenaw, and Oakland, as well as to the sizeable increase in summer visitors, the County has experienced and is continuing to experience noticeably rapid growth.

The parties having been unable to reach agreement on the terms of a new contract (the prior agreement having expired June 30, 1973) the dispute was submitted to arbitration under the provisions of Act 312 (M.S.A. 17.455). It was stipulated that the tripartite panel should be waived, and that the Chairman should serve as sole arbitrator. The proceeding was conducted in accordance with the 'last-best-offer' provisions of Act 312, which state:

> At or before the conclusion of the hearing held pursuant to section 6, the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to submit, within such time limit as the panel shall prescribe, to the arbitration panel and to each other its last offer of settlement on each economic issue. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic shall be conclusive. The arbitration panel within 30 days after the conclusion of the hearing, or such further additional periods to which the parties may agree, shall make written findings of fact and promulgate a written opinion and order upon the issues presented to it and upon the

> record made before it, and shall mail or otherwise deliver a true copy thereof to the parties and their representatives and to the employment relations commission. As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9.

After the first half day hearing in this matter on April 4, 1974, it was apparent that further discussion between the parties would be beneficial. Accordingly, at the arbitrator's request, the parties met and were successful in resolving most issues. These issues, and their settlements, are stipulated in the "Agreement Between the Livingston County Board of Commissioners and Local Union 214, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America," submitted as joint Exhibit 1 and attached hereto as Appendix A. Subject to some refinement in language for purposes of the final document, and subject further to the specific changes noted below, that settlement is hereby incorporated in this award.

During the course of the hearings, the parties were able to agree upon several remaining areas in dispute. The settlements are also incorporated as part of this award.

1. Funeral Leave

In this matter, the parties agree that employees in the

bargaining unit shall receive up to three days funeral leave, such time not to be counted against the sick leave bank, in the event of death of a spouse, child, or parent.

2. Sub-Contracting

This matter having been settled, it was withdrawn from the arbitration proceedings.

3. Vacancies, Promotions and Transfers

Under the previous agreement, according to Article XIII, Section F:

> If an employee in the bargaining unit is demoted on an involuntary basis due to medical reasons, he/she shall be placed in the first opening that exists providing the employee's physician issues a written statement stating the employee can perform the duties in the open position.

Paragraph G of that section provides that:

> If an employee in the bargaining unit is demoted for failure to perform his job assignment or for just cause, he/she shall be scheduled for a job assignment in the lower position at the discretion of the Sheriff.

Previously, employees demoted under Section G had bumping rights, whereas those coming under the provisions of Section F did not. By agreement of the parties, it is stipulated that individuals demoted on an involuntary basis due to medical

reasons, in terms of Section F, shall be entitled to a position in such position as his or her seniority and bumping rights would dictate. This right shall be qualified, however, by the ability of the sheriff to exercise discretion as to whether an individual is unable, for medical reasons, to perform the required functions. Disputes over that question shall be subject to the grievance procedure.

4. Medical Leave

The length of the leave, and the rights of the returning employee, previously in dispute, have been agreed upon by the parties, as indicated in Appendix A. The Union contends, however, that all benefits during the medical leave should be paid by the employer. The County responds that, while Blue Cross/Blue Shield coverage would remain in effect for the first sixty days, it would thereafter terminate.

Considering the present practice in other public and private sector employment relationships, as well as that coverage provided by workmen's compensation and sick leave in the appropriate circumstances, the finding is that the employer's offer in this area is satisfactory, and is hereby adopted.

5. Marine Division

The understanding reached by the parties in this matter is that all personnel called for diving assignments shall be

paid 2-1/2 times their hourly rate of pay for all time spent on such assignment.

6. Scheduled Work Hours

The parties agree that employees shall be able to select their shift on an annual basis in January within rank on a seniority basis in accordance with the present practice of the employer. The employer agrees not to change shifts arbitrarily or capriciously. No consensus was reached as to shift differentials for afternoon and midnight assignments, and, as to this, the arbitrator finds no cause to award such differentials.

7. Retirement

The Union's original demands concerning the present pension plan are withdrawn.

8. Wages

The Union proposes a two-year agreement pursuant to the following wage schedule:

DEPUTY

	1/1/74	7/1/74	4/1/75
S	8,678	10,000	10,800
1	9,378	10,800	11,500
2	10,078	11,500	12,200
3	10,778	12,200	12,900
4	11,478	12,900	13,600

DETECTIVE*

S	12,478		
1	12,952	13,900	14,600

	1/1/74	7/1/74	4/1/75
SERGEANT			
S	13,478	14,400	15,100
SECRETARY-MATRON*			
1	6,450	6,750	7,300
2	6,750	7,150	7,700
3	7,200	7,600	8,100
4	7,500	8,000	8,700
CLERK-TYPIST			
1	6,250	6,450	7,100
2	6,650	6,950	7,500
3	7,100	7,400	8,000
4	7,500	7,800	8,500

* Classification to be placed on a time-and-one-half factor for all hours worked in excess of their schedule of eight hours per day.

As a separate issue, the Union also would request a cost-of-living index be incorporated into the collective bargaining agreement during the second year. Such index would be equal to a .4 = $ 01/hour adjustment on the hourly rate, such adjustment to be made quarterly.

The County offers a two-year agreement beginning April 1, 1974 and expiring March 31, 1976. Additionally, in the event the parties have not completed negotiations by March 31, 1976, the County stipulates that the Union has the right to invoke

Act 312 and the arbitration provisions therein.

The County proposes the following salary schedule:

DEPUTY

	1/1/74	7/1/74	4/1/75
S	8,500	8,700	8,900
6 mos.	8,800	9,000	9,200
1	9,000	9,300	10,000
2	9,500	10,000	10,700
3	10,000	10,500	11,500
4	10,900	11,500	12,500

DETECTIVE*

S	8,800	9,000	9,600
6 mos.	9,100	9,300	9,841
1	9,300	9,600	10,300
2	9,800	10,300	11,000
3	10,300	10,900	11,800
4	11,200	11,800	12,800

SERGEANT

S	9,300	9,400	9,900
6 mos.	9,457	9,700	10,244
1	9,600	9,900	10,600
2	10,100	10,400	11,300
3	10,600	11,100	12,000
4	11,500	12,100	13,000

SECRETARY-MATRON

S	6,050	6,100	6,500
6 mos.	6,100	6,200	6,700
1	6,150	6,450	7,000
2	6,450	6,850	7,400
3	6,900	7,300	7,900
4	7,300	7,700	8,400

CLERK-TYPIST**

	1/1/74	7/1/74	4/1/75
S	5,850	5,900	6,300
6 mos.	5,900	6,000	6,500
1	5,950	6,060	6,800
2	6,350	6,650	7,200
3	6,800	7,100	7,700
4	7,200	7,500	8,200

* Add $500 to each annual rate to cover the cost of overtime. This shall be divided equally over 26 pay periods. Each employee employed as full time detective shall receive an annual clothing allowance of $250 to be paid as follows: $125 on the first payday in January of each year; $125 on the first payday in July of each year.

** Female employees, not to exceed two (2) assigned matron duties, shall receive an additional $911 per year, paid over 26 pay periods.

Section 9 of Act 312 provides that decisions as to wages shall be made with regard to, among other things, comparison data relevant to comparable communities.[1] In this case,

[1] Section 9 states:

> . . . The arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:
>
> (d) comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
>
> (i) in public employment in comparable communities.

the Union cites those five counties adjacent to Livingston and requests that police personnel be brought into parity with those departments. Admittedly, viewing the average salary for the four-year detective in Livingston compared with those of immediately contiguous jurisdictions, substantial disparity is apparent. However, the arbitrator finds that while these communities are in close geographical proximity, other factors must be considered in assessing comparability. For example, as opposed to Livingston County, which ranks 24th in the state by population, Washtenaw County ranks 7th, Ingham 6th, Genesee 4th, and Oakland is 2nd. Shiawassee, ranked 23rd, is comparable, at least in terms of population. However, in that county, the 1973 salary for a four-year deputy was also comparable to Livingston's.

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[2] According to Union testimony, the four-year deputy in 1973 in Shiawassee County received an annual salary of $10,400, as opposed to Livingston County's $10,004. Composite Number 1, submitted by the Union, indicates that the other salaries were substantially higher than Livingston's.

(Surrounding Counties - 4 Year Deputy)

Genesee	$ 14,825	1974 - Award
Shiawassee	10,040	1973 (In Arb.)
Oakland	14,500	1974
Washtenaw	12,650	1973 (In Arb.)
Ingham	12,750	1974
	$ 64,765.00	
Ave.	$ 12,953.00	

In terms of crime rate, it must be observed that, despite the geographical proximity to counties with high crime rates, Livingston County may not be viewed as comparable, either in terms of the nature or substance of the crimes. Admittedly, statistics on crime rate are immediately subject to question. Complaints, for example, do not necessarily indicate arrests, nor do arrests on their face presuppose convictions. Notwithstanding the vulnerability of statistics, certain broad comparisons may be drawn.[3] Here again, while Livingston County

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[3] There is some dispute as to the proper statistics in this regard. The 1972 report compiled by the Michigan State Police and submitted as County Exhibit 8 compares both crimes (divided into Part I -- major crimes such as homicide, rape, robbery, aggravated assault, and others, and Part II -- lesser offenses, including liquor law violations, vagrancy, etc.) and arrests. The arbitrator notes some disparity between the County's own records and the Michigan State Police report insofar as the County's records tend to indicate higher crime incidence. Even so, the comparison communities demonstrate substantially higher figures.

	Total Arrests	Total Offenses	
		Part I	Part II
Livingston	2,363	2,235	3,506
Shiawassee	2,047	2,158	3,203
Ingham	8,832	19,454	12,942
Washtenaw	10,416	11,118	14,418
Genesee	14,532	23,898	19,366
Oakland	31,267	51,221	47,687

is apparently similar to Shiawassee in terms of total offenses and arrests, the County is not properly comparable to, for example, Ingham County, with a total of 42,000 offenses and 8,000 arrests, nor Oakland, with almost 99,000 offenses and 31,000 arrests.

For its part, the County submits a list of comparison communities including Lenawee, Lapeer, Shiawasee, and Eaton, among others.[4] Comparison of the top salary steps for four-year deputies (or maximum levels if an employee reaches the maximum in less than four years) as well as population, and offense and arrest figures indicate a good deal of comparability.

Economic analysis, taken together with the questions of comparability of the respective last offers dictates adoption of the County's offer.[4.5] According to its terms, four-year

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[4]

	Approximate Population	4-Yr. Deputy	Arrests	Total Offenses
Livingston	71,000	11,200*	2,363	5,741
Eaton	68,000	11,410	2,192	4,409
Lapeer	52,000	9,660	1,163	3,378
Shiawassee	63,000	11,000**	2,047	5,361
Lenawee	81,000	11,025	2,711	6,927

* 10,900 as of 1/1/74; 11,500 as of 7/1/74
** Approximate figure not verified at time of hearing.

[4.5] Accordingly, neither the base rates nor the cost of living clause suggested by the Union are adopted.

deputies, detectives and sergeants would receive average increases of 11.9%, 14.9% and 14.5% respectively in calendar year 1974. For all employees, the average increase is 13.6%. The increase as of January 1, 1975 for all personnel represents an average increase of 11.7%. By contrast, the Union's offer would result in an average increase to deputies, detectives and sergeants of in excess of 30.4% during the 1974 contract year, and 9.5% as of January of 1975. The overall average increase for all classifications would amount to 22.6% during 1974 and 10.9% as of January, 1975.[5]

Having carefully considered the thorough and well-documented presentation by both parties, on the basis of comparison evidence and economic analysis, the finding is that the County's offer is one which will more properly serve to compensate the professional personnel of the Livingston County Sheriff's Department, while at the same time maintaining a reasonable relationship with comparable communities.

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[5] Alternatively, one could compute the percentage increases based not on the calendar years involved, but, instead, on the contract years. The effective salary increase for a four-year deputy according to the County's offer, would then be 13.4% during the first year, and 7.8% during the second year of the agreement. The Union's offer, calculated in this manner, would result in a 23% increase in the first year, and an additional 7% during the second year of the contract.

Richard I. Bloch

Richard I. Bloch, Arbitrator

Date: June 11, 1974

AGREEMENT

between the

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

LIVINGSTON COUNTY SHERIFF'S DEPARTMENT

and

LOCAL UNION #214 INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

Updated & Offered 12/73

AGREEMENT

This Agreement made and entered into this _____ day of _____, 19__, effective July 1, 1973, by and between the Livingston County Board of Commissioners, hereinafter called the "Employer" and the Sheriff of said county as the executive officer in charge of the Livingston County Sheriff's Department, hereinafter called the "Sheriff", and Local No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union."

ARTICLE I - RECOGNITION

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer/Sheriff for regular full-time employees classified as Sergeants, Detectives, Deputies, Secretary Deputy and Clerk Typist II Matrons as listed in Schedule "A" classifications and wages attached hereto and made a part thereof. Command officers above the rank of Sergeant, all other supervisors, seasonal employees, auxiliary employees and Marine Division employees shall not be subject to the terms of this Agreement.

ARTICLE II - MAINTENANCE OF MEMBERSHIP AND DUES CHECKOFF

For those employees for whom properly executed pay-

roll deduction authorization forms are delivered to the Employer's payroll, the Employer will deduct from their pay, on the first pay period of each month, the monthly Union dues and initiation fee as per such authorization and shall promptly remit any and all amount so deducted, together with a list of names and employees from whose pay such deductions were made to the Union and in addition thereto, a list of the names of employees hired or rehired, those returning from military service and those who revoked the deduction of dues authorization. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the Employer's compliance with the provisions of this section.

ARTICLE III - RESIDUAL SUBCONTRACTING CLAUSE

It is not the Employer's intention to decrease the number of positions and ranks of the Department. To the contrary, as Livingston County is a growing community, it is anticipated that the Department will be undergoing expansion. It is understood, however, notwithstanding the foregoing, the Employer may not have the available or sufficient manpower, proper equipment, capacity and ability to perform work within required amounts of time, during emergencies or when work of the Department cannot be per-

formed by bargaining unit employees on an efficient and economical basis. In the event that any of the foregoing necessitate the contemplation of subcontracting, the Employer shall have the right to subcontract work, subject, however, to notification to the Union and the negotiation of the impact of such subcontracting upon the bargaining unit employees.

ARTICLE IV - STEWARDS

Regular full-time employees of the Livingston County Sheriff Department who recognize and acknowledge the Union as their representative in collective bargaining with the Employer shall be represented by one (1) appointed steward and may appoint an alternate steward as their representative during each regularly scheduled work shift.

The steward or an alternate steward may, upon receiving permission from their immediate supervisor, investigate and/or present grievances to the Employer in accordance with the grievance procedure set forth herein during their regularly scheduled work hour without loss of time or pay. The Union shall submit to the Employer/Sheriff the name of the authorized steward and each alternate selected. The Union shall notify the Employer/Sheriff of any change in personnel as a steward and/or as alternates.

ARTICLE V - SPECIAL CONFERENCE

Special conferences to discuss important matters may be arranged between the Union and the Sheriff by written request from either. Attendees shall consist of at least two (2) representatives of the Union and at least two (2) representatives of the Sheriff. The time and place the conference is to convene shall be mutually agreed to by the Union and the Sheriff. An agenda of the matters to be discussed shall be prepared by the party requesting the conference. Employees required to attend the special conference shall not lose pay if the conference is held during their regular working hours. However, no employee attending the conference shall be paid overtime pay if the conference is held before or after their regular working hours.

The Union and the Sheriff agree that neither the Union nor the Sheriff shall be obligated to bargain collectively to any subject or matter not referred to or not covered in this Agreement.

ARTICLE VI - BARGAINING COMMITTEE

All employees covered by this agreement who have been selected as a member of the Union Bargaining Committee shall be allowed time off with pay if required to attend negotiation meetings during their regularly scheduled work

hours. No employee shall be required to make up time lost from his regular work while attending bargaining meetings, nor shall an employee be compensated for attending bargaining meetings scheduled for times other than his regular work hours.

ARTICLE VII - MANAGEMENT

The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise its operations and its employees are vested solely and exclusively in the Employer/Sheriff.

ARTICLE VIII - GRIEVANCE PROCEDURE

The Union and the Employer agree that any grievance which gives ground for remonstrance under the terms of this agreement shall be settled by means of this grievance procedure. Time references specified in each of the grievance procedure steps shall be adhered to by the Union and the Sheriff and may be extended only by mutual agreement between the parties.

Step 1. Verbal Discussion - The aggrieved employee shall verbally discuss his/her grievance with his/her immediate supervisor within three working days, but no more than five working days following the incident.

Step 2. If the grievance is not resolved by Step 1, the aggrieved shall complete a grievance form as provided by the Union and present a written grievance to the Sheriff or his designate and to the Personnel Director within five (5) working days following the verbal discussion. The Sheriff or his designate shall reply to the grievance in writing to the employee within ten (10) working days of the receipt of the grievance.

Step 3. In the event the decision rendered by the Sheriff or his designee does not satisfy the employee or the Union, the Union may issue a written request for a meeting to be scheduled between the Union officials and the Sheriff and/or his representatives to discuss the grievance put forth by the employee and the decision rendered by the Sheriff. Such a meeting will be held within ten (10) working days from the date the request is received by the Sheriff.

Step 4. In the event the grievance is not resolved by Step 3 within ten (10) working days thereafter, either party may request an arbitration hearing to the American Arbitration Association in accordance with its voluntary rules and regulations. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this agreement or require the employer to purchase building and/or new equipment. The Union and the Employer agree to be bound by the decision of the arbitrator. The cost of the arbitration proceedings shall be borne equally between the Union and the Employer, except that those fees and/or wages paid to non-county employees' representatives, counsel, witnesses or other persons requested to attend the hearing shall be borne by the party incurring them.

ARTICLE IX - STRIKES AND LOCKOUTS

The Union agrees that during the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Sheriff's Department.

The Sheriff agrees that during the same period there will be no lockouts.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged in the sole discretion of the Sheriff.

ARTICLE X - DISCHARGE OR SUSPENSION

A. The parties agree that the employees covered hereby will have assurance of continued employment with the Department and will not be subject to discharge solely because of a change in administration. Further, the Union recognizes and respects the statutory rights of the Employer and Sheriff; and the Employer recognizes and respects the statutory rights of the employees.

B. The Sheriff and/or his designate shall not dis-

charge or suspend any employee without just cause. Any violation(s) which warrant a suspension shall be in writing. One copy will be given to the employee, one copy will be forwarded to the Union, one copy will be forwarded to the Personnel Director by the Sheriff and the Sheriff will retain the original. Suspension notices of two (2) or less shall remain in effect for a period not to exceed fifteen (15) calendar months from the date of the first suspension notice. Any employee receiving three (3) suspension notices within fifteen (15) calendar months may be discharged without recourse.

C. All suspensions and/or discharges issued by designates of the Sheriff shall be reviewed by the Sheriff within twenty-four (24) hours following the suspension and/or discharge. If, in the opinion of the Sheriff the suspension or discharge was unwarranted, the employee shall be reinstated in his position without loss of seniority or wages for the period of his discharge or suspension.

D. All new employees shall serve a six (6) months probationary period during which time an employee may be discharged for inability to perform work assigned without prejudice to the employee's record or for cause.

E. In the event an employee is accused and/or charged with an offense or with acts of misconduct that involve possible criminal action the employee shall not be

required to make any statements concerning the alleged offense without:

1. Having a representative present, or,
2. Without being presented with a written charge.

However, such written charges shall be provided as soon as possible, but not more than 72 hours. The meeting with the Sheriff or his designated representative shall then be held as soon as possible, but not more than 48 hours after serving the written charges. The employee against whom charges have been made may be represented at such meeting by a steward or any member of his own choosing. In the event such offense is pursued via legal process, the employer shall provide to the employee such legal assistance necessary to cover any civil litigation arising out of the good faith performance by any law enforcement officers covered by this agreement. The Employer will not provide legal assistance in defense of violations to the statutes of any ordinance, state or local, committed by any law enforcement officers covered by this Agreement. However, if an employee is charged with a violation to the statutes of any ordinance, state or local, and found to be not guilty, all legal assistance expenses sustained by said employee shall be paid for by the county.

ARTICLE XI - SENIORITY

Upon completion of an employee's probationary period, he/she shall be granted six (6) months of seniority and his/her name shall be added to the department seniority list. The seniority list shall contain the names of all seniority employees, their job title and their length of service with the department. The Employer maintains the seniority list current and will provide the Union with updated copies every six (6) months.

An employee shall lose his seniority for the following reasons:

1. By voluntary termination. Note: Voluntary terminations are accepted by written or verbal notice or is assumed if an employee misses three (3) consecutive work days without notifying the Employer or by failure to reply to a layoff rehire notice within three (3) working days following receipt of a certified rehire notice. Exceptions may be made to "assumed" terminations providing the employee can prove his inability to call in or return as required.
2. By requirement.
3. By layoff which exceeds one (1) year.

Notwithstanding his position on the seniority list, the steward elected shall have top seniority.

ARTICLE XII - LAYOFF AND REHIRE

A. Strict seniority shall prevail in the layoff

and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off provided employees with more seniority are qualified to perform the work available. The last employee laid off shall be the first employee rehired provided the employee is qualified to fill the open position. The steward elect shall have top seniority and shall continue to work as long as a job prevails which he/she is qualified to perform. However, should the steward elect to be laid off, he/she shall be rehired in accordance with his/her position on the seniority list.

B. Employees affected by a permanent reduction in force shall be notified of their pending layoff two (2) calendar weeks in advance. The notice shall state the reason for such action. A copy of the notice will simultaneously be forwarded to the Union.

C. Notice of rehire may be made by telephone, and shall be confirmed by certified mail to the employee's last address of record. An employee shall reply to the certified rehire notice within three (3) working days following receipt of such notice or the Sheriff may assume that that employee has voluntarily resigned and the Sheriff shall rehire the next eligible employee from the seniority list qualified to perform the work available. An employee, upon request, may be granted up to ten (10) working days to return to work at the discretion of the Sheriff only.

ARTICLE XIII - VACANCIES, PROMOTIONS AND TRANSFERS

A. Any position created or vacated that is classified within the bargaining unit must be filled within thirty (30) calendar days following the date the position was created or a vacancy occurred.

B. The Employer recognizes that promotion from within is a good policy and will strive to fill all position openings classified within the bargaining unit from qualified members of the bargaining unit.

C. Promotions from within the unit shall be based upon a written and oral examination to be given by an Examining Board consisting of the Sheriff, a command officer and a member of the County Board of Commissioners. The employee with the highest overall grade, including a grade for seniority and ability, shall receive the promotion.

D. In the event, in the opinion of the Sheriff, no members of the bargaining unit qualifies for the open position, the Sheriff shall exercise his management rights and fill the position from outside the unit. However, the Union reserves the right to grieve if the open position was filled contrary to fair administration and/or grading of the examinations.

E. Any employee in the unit who is promoted to a position within or outside of the unit shall serve a six (6) months probationary period in the new position during which time they may be reverted back to their previous position, without loss of seniority if they are unable to perform the duties of the new position or if it is their personal request to be returned to their previous position.

F. If an employee in the bargaining unit is demoted on an involuntary basis due to medical reasons, he/she shall be placed in the first opening that exists providing the employee's physician issues a written statement stating the employee can perform the duties in the open position.

G. If an employee in the bargaining unit is demoted for failure to perform his job assignment or for just cause, he/she shall be scheduled for a job assignment in the lower position at the discretion of the Sheriff.

H. Subsequent openings will be posted immediately in accordance with the contract.

I. An employee promoted to an open position of a higher classification in an acting capacity shall be paid at the rate of the higher position until such time as the position is filled in accordance with the Vacancies, Promotions and Transfers Article of this contract.

J. An employee requesting a transfer to a position in a lower classification, within the bargaining unit, shall apply for the open position in accordance with the provisions of this Article.

ARTICLE XIV - VACATIONS

On or before the first of April for the duration of this agreement the Sheriff shall post a seniority list on which vacation times shall be scheduled by all employees covered by this Agreement.

This seniority list shall be posted on the Union activities bulletin board for the entire month of April. Employees failing to request a vacation time thereon during the month of April, shall forfeit all seniority rights to choice of vacation times.

Vacation days shall accumulate at the rate of one (1) for each completed month of service to a maximum of ten (10) working days per year for an employee's first ten (10) years of service. Beginning with the eleventh (11th) year of service employees covered by this Agreement shall earn vacation leave with pay at the rate of one and one-half work days for each month of continuous service up to eighteen (18) working days a year.

Effective January 1, 1975, vacations shall accumulate

at the rate of one day for each completed month of service to a maximum of ten (10) working days per year for an employee during the first five (5) years of active service. Beginning with the sixth year of service, one additional day for each year of active service, up to a maximum of fifteen (15) vacation days, shall be granted each employee. After ten (10) years of active service, one additional day for each year of active service, up to a total of twenty (20) vacation days shall be granted to each eligible employee.

An employee is not eligible for vacation leave during his probation period, however, once an employee has completed the probation period he/she shall be credited with six (6) vacation days.

If an employee falls ill during his vacation period and is cared for by a duly licensed physician he/she shall be allowed to convert the number of vacation days ill to paid sick leave providing the employee has accumulated an equal number of sick leave days and physician verifying the illness and the employee's physical fitness to return to work. The employee's unused vacation for the number of sick days shall be rescheduled by the Sheriff.

When a holiday declared by the Employer falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave shall be rescheduled.

The Sheriff shall retain the right to limit the number of employees on vacation at any one time and to reschedule vacation periods when vacation periods requested by key personnel would deter the operation of the Sheriff's Department.

ARTICLE XV - HOLIDAYS

Employees covered by this agreement shall receive the following paid holidays:

New Years Day	Labor Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Employee's Birthday	Federal & State Election Day

Primary election days shall not be considered as holidays.

Employees scheduled to work on a holiday, the day preceding a holiday and/or the day following a holiday must report for work according to their schedule or be on an authorized leave of absence with pay in order to be paid for the holiday. Failure to report for work as scheduled or make known the reason for the absence as required under Article XVI may result in loss of pay for the holiday and/or be cause for disciplinary action.

The aforementioned holidays shall be recognized on the dates published in the Gregorian yearly calendar for

the life of this Agreement.

Employees covered by this agreement who are scheduled to work on a holiday shall be entitled to receive his/her holiday pay of eight (8) hours plus time and one-half (1-1/2) pay, based on his/her hourly rate of regular straight time pay, for the hours actually worked on such holiday. Holidays falling on an employee's regular day off shall be compensated for at eight (8) hours pay based on their hourly rate of regular straight time pay.

ARTICLE XVI - SICK LEAVE DAYS AND FUNERAL LEAVE

1. Sick Leave. All employees covered by this agreement shall accumulate sick leave days at the rate of one (1) working day for each full calendar month of service. Sick leave days may be used upon completion of the six (6) month probationary period at which time an employee shall be credited with six (6) sick leave days.

No sick leave payment for any reason shall be made to newly hired employees during their employment probationary period.

Sick leaves may be used for:

1. Doctor and/or dentist appointments
2. Funeral attendance (see below)
3. Short-term illness

4. Care for a sick member of the family defined as a "legal dependent"

5. Medical leaves of absence (see Article XVIII)

6. Exposure to a contagious disease (a physician's statement shall be required recommending absences)

7. Lost time covered by Workman's Compensation

8. Pall bearers service (maximum of one (1) day)

The term "legal dependent" used herein means employee's spouse, children and other persons solely dependent upon the employee for their entire support.

2. Accumulation. Effective January 1, 1974, sick leave days may accumulate to a maximum of seventy-two (72) days; effective January 1, 1975, sick leave days may accumulate to a maximum of eighty-four (84).

3. Funeral Leave. Effective immediately, in the event that a death occurs in an employee's immediate family, i.e., spouse, parent or child, the employee, on request, will be entitled to two (2) days off with pay for the purpose of attending the funeral and/or making funeral arrangements. If any additional funeral leave is requested, it shall be deducted from the employee's sick leave, up to a maximum of two (2) additional days.

An employee excused from work under this provision shall, after completing required forms, receive the amount of

wages, exclusive of any and all premiums that he would have earned by working straight-time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

In addition to funeral leave, as set forth above, in the event the employee seeks to extend the funeral leave for the death of a parent, spouse, or child or in the event of a death of a grandparent, parents-in-law, brother or sister, brothers-in-law, sisters-in-law, grandchildren or other legal dependent living directly with the employee (i.e., foster child), the employee shall be permitted to use two (2) days from his sick leave days to attend the funeral. When a death occurs to a member of the employee's immediate family who resides in another state, additional sick leave time may be granted by the Sheriff for travel time. However, the maximum leave (sick and funeral) shall not exceed five (5) working days.

4. Return to Work. An employee, upon returning to work from an illness in excess of three (3) working days may be required to submit a statement, if requested by the Sheriff, from his physician qualifying his ability to return to work.

When an employee finds it necessary to be absent for

any reason he shall cause the facts to be reported to his supervisor prior to the date of absence when possible and, in any event, such report must be made at least one (1) hour before the employee is to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence and shall subject the employee to disciplinary action.

Use of sick leave for personal business is not allowed and its use, as such, may also be cause for disciplinary action.

Employees who abuse the sick day privilege policy by constantly using their accumulated sick leave as they become eligible for sick day pay shall be issued a written reprimand for excessive absenteeism. An employee receiving three (3) written reprimands within a twelve-month period shall be subject to disciplinary action up to and including discharge at the sole discretion of the Sheriff.

5. Severance. In the event of termination, due to disability or permanent layoff, one-fourth (1/4) of the employee's unused sick leave days will be paid as a severance pay. Payment will be made for fifty (50%) percent of unused sick leave days upon either death or retirement.

ARTICLE XVII - INSURANCE

1. MEDICAL AND HOSPITALIZATION INSURANCE

The Employer shall provide full family, except dependents 19 years of age or older, two person or single Blue Cross (D45NM) Blue Shield (MVF-1 and Rider ML and Master Medical Benefits to all employees covered by this agreement when they become eligible in accordance with the waiting period requirement.

2. LIFE INSURANCE

The Employer shall provide, to permanent full-time employees only, an $8,000 life insurance policy. The entire premium shall be paid for by the Employer. Effective January 1, 1975, such life insurance policy shall be increased to $12,000 and effective January 1, 1975, the life insurance policy shall be increased to $15,000.

3. WORKMAN'S COMPENSATION INSURANCE

The Employer agrees to provide Workman's Compensation Insurance in accordance with the Workman's Compensation laws of Michigan. Any employee sustaining an occupational injury, for

which compensation is paid by the Workman's Compensation Insurance carrier, shall receive from the Employer a salaried payment equal to the difference between the compensation benefits and his/her regular bi-weekly straight-time salary for a period not to exceed six (6) calendar months. In the event the employee is still drawing Workman's Compensation and is not able to return to work after six (6) calendar months, such employee shall receive a salary payment equal to the difference between the compensation benefits and the regular bi-weekly straight-time salary, by crediting sick leave days and vacation time accumulated and earned by the employee. The Employer further agrees to provide the employee with an available position that he is able and capable of performing upon termination of his Workman's Compensation injury.

4. BOND & LIABILITY INSURANCE

A. Bonds - All employees hired must be bondable as a condition of employment or continued employment. The cost of the bond shall be borne by the Employer.

B. Liability Insurance - The Employer shall provide false arrest insurance for all employees covered under this Agreement in the following amounts:

$15,000 in respect of any one person
$25,000 in respect of any one incident
$200,000 maximum in respect of all claims during the one-year certificate period

ARTICLE XVIII - LEAVES OF ABSENCE

1. MATERNITY LEAVE

Female employees shall be entitled to a maternity leave of absence. Within five (5) working days following the confirmation of the pregnancy by her attending physician the employee shall present to the Sheriff and to the personnel office a written statement from her physician pertaining to her physical ability to continue in her present work position. If the employee is to continue working beyond the sixth month gestation a written recommendation from her attending physician shall be presented to the Sheriff and to the personnel office at the beginning of each month thereafter.

A maternity leave of absence shall not extend beyond ninety (90) calendar days following the birth.

An employee wishing to be reinstated to her former position following a maternity leave of absence shall notify

the Sheriff of her intention within ninety (90) calendar days following the birth. If no communication is received within this time, it shall be assumed that the employee has terminated and she will be removed from a leave of absence status and recorded as terminated. Before an employee on a maternity leave of absence is physically reinstated in her former position she shall present to the Sheriff and to the personnel department a statement from her physician qualifying her ability to return to work. Maternity leaves of absence shall be granted without pay. The employee must make arrangements to pay the monthly Blue Cross/Blue Shield Insurance premiums to the County Clerk.

2. PERSONAL LEAVES

An employee may request a personal leave of absence for a period not to exceed six (6) calendar months in any one calendar year. All requests must be made in writing and approved by the Sheriff. A personal leave of absence may be granted in cases of illness in the immediate family, to attend an educational institute, or for other reasons deemed justifiable by the Sheriff. All personal leaves of absence shall be without pay and the employee will not accumulate sick leave or vacation time, nor will the employee be paid for holidays which may fall during his/her leave. When a leave of absence is granted for more than thirty (30) calendar days for whatever reason (other than a medical

leave) the Sheriff does not guarantee that the employee will be reinstated in his former position. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications. During the period of absence, the employee shall not engage in gainful employment and must pay BC/BS and Life Insurance premiums to the County Clerk's office to keep the policies in force.

3. MILITARY LEAVE

Any employee who is called to or volunteers for active duty in the Armed Forces of the United States shall be, upon completion of his tour of duty and has received an honorable discharge, reinstated as a county employee in accordance with the provisions of the current statute. A military leave of absence shall be granted for a minimum of four (4) years unless extended by law. Military leaves of absence shall be without pay except as otherwise noted herein. Any employee in the active reserves of any branch of the service of the United States may be granted a military leave of absence to engage in a temporary tour of duty not to exceed two (2) consecutive calendar weeks in any one calendar year. The employee shall receive his regular

county salary less any military pay earned during the duration of the leave. Such leave shall be credited as continuous county service.

4. MEDICAL LEAVES OF ABSENCE

When recommended by an employee's personal physician, a medical leave of absence for a three (3) month period will be granted by the Sheriff. Such leave may be extended for like three (3) month periods, up to a maximum of one year. Such extension shall be based upon the written certification by the employee's physician that the continued illness or disability precludes the employee from working and the continuation of the leave of absence is necessary. Such leave, up to a maximum of one year, will be allowed and credited as continuous county service. As such, he shall be entitled to his former position or a position for which he is able and capable of performing. A medical leave of absence shall be without pay; however, an employee may use his accumulated sick leave time and accumulated vacation time to avoid loss of wages during such leave.

The Employer shall continue to pay the employee's Blue Cross/Blue Shield and Life Insurance premiums for sixty (60) calendar days during the time of such medical leave of absence. After the sixty (60) day period, the

employee must make arrangements to pay his premiums to the County Clerk. No employee shall become gainfully employed while on a leave of absence without written permission of the Sheriff.

Leaves of absence shall be granted only to employees whose names appear on the Department seniority list.

ARTICLE XIX - SCHEDULED WORK HOURS AND PREMIUM HOURS

Employees covered by this Agreement are scheduled for work on the basis of eighty (80) hours bi-weekly. No employee shall be scheduled to work more than five (5) consecutive eight (8) hour days except when a state of emergency exists and is declared as such by the Sheriff or the Board of Commissioners.

The basic work day schedule shall consist of three shifts per day each equal to eight (8) hours per day, inclusive of paid lunch periods. The Sheriff shall have the authority to make all personnel shift assignments and/or changes he deems necessary to maintain and/or improve the operation of the department.

Overtime shall be paid for all authorized hours worked in excess of eight (8) hours in any one day or in excess of eighty (80) hours worked in any bi-weekly period at the rate of time and one-half (1-1/2) the employee's

regular straight hourly rate of pay. Overtime shall be paid on the pay day for the pay period in which the overtime was worked when possible, but no later than on the next scheduled pay day following the pay period in which it was worked.

All employees covered by this agreement are eligible for overtime pay with the exception of those employees classified as Detectives. In recognition of the overtime work inherent to Detective work each employee classified as a Detective shall be paid, in addition to their annual base rate of pay, five hundred ($500.00) dollars annually, to be divided by and paid over twenty-six (26) pay periods.

ARTICLE XX - RETIREMENT PLAN

Employees covered by this Agreement shall continue to contribute to and participate in the county-adopted retirement program administered by the Michigan Municipal Employees Retirement System as provided by Act 135, the Public Acts of 1945, as amended.

ARTICLE XXI - CREDIT UNION

The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to remit this sum to the Teamsters

Credit Union not less frequently than monthly. The employee may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union, a statement in writing that he does not wish the Employer to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the Credit Union.

ARTICLE XXII - UNIFORMS

The Employer shall continue furnishing and cleaning uniforms as it has in the past.

ARTICLE XXIII - SUCCESSOR CLAUSE

ARTICLE XXIV - EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any Agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement,

or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such Agreement shall be null and void.

ARTICLE XXV - SAFETY PROCEDURES

The Employer shall not require any employee to operate any equipment or vehicle which is not in a safe operating condition or is not equipped with the safety appliances as prescribed by law. The Employer shall furnish a suitable form on which an employee shall document all equipment defects and/or appliance shortages. Such reports shall be completed in multiple copies and turned in at the end of the employee's regular work shift. No employee shall be required to operate any vehicle declared unsafe by a garage mechanic.

ARTICLE XXVI - VEHICLE ACCIDENT REPORTS

Any employee involved in a vehicle accident shall promptly complete an accident report. Any minor damages to the vehicle which could render the vehicle as being unsafe shall be reported in accordance with Article XXV.

ARTICLE XXVII - MARINE DIVISION

Full time employees covered by this Agreement may

volunteer for work in the Marine Division. Anything herein to the contrary notwithstanding, full time employees covered by this Agreement, who volunteer for work in the Marine Division shall be paid at the rate of three and one-quarter ($3.25) dollars per hour and shall not be paid over-time pay.

ARTICLE XXVIII - GENERAL

The Employer and the Sheriff agree that they will allow the proper accredited representative of the Local Union access to the administrative offices of the Sheriff's Department at any reasonable time for the purpose of policing the terms and conditions of this Agreement.

The Union shall have the right upon reasonable notice to examine time sheets at the Sheriff's office and any other records pertaining to the computation of compensation of any employee whose pay is in dispute.

ARTICLE XXIX - NON-DISCRIMINATION

It is the policy of the Livingston County Board of Commissioners to provide equal employment opportunities to qualified persons without regard to race, creed, religion, national origin, or sex.

ARTICLE XXX - SEPARABILITY AND SAVINGS CLAUSE

If any section of this contract, or any riders

thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for said Article during the period of invalidity or restraint.

ARTICLE XXXI - WAIVER

ARTICLE XXXII - EFFECTIVE DATE AND TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from April 1, 1974, to and including March 31, 1976, 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.

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 or of any subsequent contract year advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

In the event of an inadvertent failure by either party to give the notice set forth in the above paragraphs of this Article, such party may give such notice at any time prior to the termination of the automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this subsection, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

In the event of way, or imposition of civilian controls during the life of this contract, either party may reopen the same upon sixty (60) days' written notice and request re-negotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

The parties agree that the notice provided herein shall be accepted by all parties in compliance with the notice requirements of applicable law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BOARD OF COMMISSIONERS/SHERIFF
LIVINGSTON COUNTY, MICHIGAN

BY: _____

BY: _____

BY: _____

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, INDEPENDENT UNION LOCAL NO. 247

BY: _____

BY: _____