

6/73

Crawford County of

In the Matter of the Arbitration Under the
Police-Firefighters Arbitration Act (Act No. 312)

Public Acts of 1969, as amended

between

Crawford County

and

Crawford County Sheriff's Department,

Teamsters State, County and Municipal Workers, Local 214

Opinion and Order

of

Arbitration Panel

Albert A. Blum, Chairman

Lawrence Gust

Paul Gully

June 7, 1973

As required by the Police-Firefighters Arbitration Act, Robert G. Howlett, in a letter dated February 20, 1973, appointed Professor Albert A. Blum of Michigan State University as chairman of an arbitration panel. The County of Crawford designed Mr. Lawrence Gust as its delegate to the panel. The Crawford County Sheriff's Department named Mr. Paul Gully as its delegate.

The hearing concerning the case took place in Grayling, Michigan on April 12 and 13. Representing the Teamsters was Joseph Valenti; representing the county was Albert Westervelt.

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The hearings were recorded and the proceedings plus the exhibits were made part of the record.

The panel met on June 5 and unanimously came to the decisions which will follow. The members of the panel arrived at their conclusions based upon the testimony and the exhibits; convinced of the need to raise the professional level of the Crawford County Sheriff's Department; and having used as their criteria for their decisions Section 9 of the Police-Firefighters Arbitration Act.

Much of the agreement had already been agreed upon by the parties prior to the hearings. This part of the agreement is attached. Both parties during the hearings stipulated their agreement concerning a number of provisions. These stipulated provisions plus the Panel's unanimously approved other provisions, cover all the items brought before the Panel.

* * * * *

The Undersigned Arbitrators, having been designated in accordance with the Police-Firefighters Arbitration Act, and having duly heard the proofs and allegations of the Parties, Award the following eighteen (18) provisions:

Provision 1

WAGES--Effective January 1, 1973

Dispatcher

Starting	\$6,200 per year
6 Months Experience	6,400 per year
1 Year Experience	6,600 per year
2 Years Experience	6,800 per year
3 Years or More Experience	6,900 per year

Deputy

Starting	\$6,800 per year
6 Months Experience	7,000 per year
1 Year Experience	7,200 per year
2 Years Experience	7,500 per year
3 Years or More Experience	7,900 per year

Sergeant

\$8,300 per year

Lieutenant

\$8,800 per year

Provision 2

GUN ALLOWANCE

All employees shall receive one hundred dollars (\$100) in one lump sum in lieu of an issued service revolver and an off-duty weapon. The allowance shall be paid to all employees hired on or before June 1, 1973.

All employees hired thereafter shall have the option of receiving a county-owned service revolver and off-duty weapon or receiving one hundred dollars (\$100) for the purchase of both weapons.

Provision 3

HOURS OF WORK

The regular work week is established as forty (40) hours per week.
The present work schedule and work week shall stay in existence for the duration of this agreement.

Provision 4

OVERTIME

Overtime will be one-and-one-half ($1\frac{1}{2}$) time the hourly rate for hours in excess of eight (8) hours in one day and in excess of forty (40) hours in one week.

Provision 5

CALL BACK

In the event an employee is called back, to work after his normal scheduled day, he shall be guaranteed two (2) hours pay at the rate of one-and-one-half ($1\frac{1}{2}$) times his hourly rate. Reporting assignments shall include Court Time that an employee must spend on his cases while off duty.

Provision 6

ARBITRATION

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) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, 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.

Provision 7

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement, and the conditions of employment shall be changed wherever specific provisions for change are made elsewhere in this Agreement.

Provision 8

SCHOOLING AND IN-SERVICE TRAINING

If the Employer requires an employee to attend school or to participate in in-service training, the employee will be paid at the rate called for in this agreement.

Provision 9

MILEAGE ALLOWANCE

When an employee is required by the Employer to provide his own transportation to and from a job location or to do other related duties, he shall receive an allowance of ten (10¢) cents a mile.

Provision 10

UNIFORMS AND UNIFORM MAINTENANCE

The Employer will provide all uniformed Deputies the following items of clothing and equipment and replace them as needed

Deputies ----- 8 shirts
6 pants
3 ties
2 hats (1 winter, 1 summer)
2 jackets (1 winter, 1 summer)
1 hat badge
1 shirt badge
1 pocket badge
All necessary bars, strips, and
patches

Dispatchers ----- 6 shirts
3 pants
2 hats (1 winter, 1 summer)
3 ties
2 jackets (1 winter, 1 summer)
1 hat badge
1 shirt badge
1 pocket badge
All necessary bars, strips, and
patches

Employees shall be granted a uniform maintenance fee of fifty (\$50) per year, payable on July 1 of each year.

Provision 11

WORK IN HIGHER CLASSIFICATION

Any employee working in a higher classification for two hours or more will receive the higher rate of pay for the total time worked at the higher classification.

Provision 12

FUNERAL LEAVE

Full-time employees will be paid for three (3) days absence in the case of death in his immediate family and five (5) days if such death occurs outside of the state. The immediate family is defined as father, mother, sister, brother, child, wife, husband, mother-in-law, father-in-law, step-parents, step-child, step-brother, step-sister, grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, and dependents living at home.

Provision 13

WORKMEN'S COMPENSATION

The Employer will provide Workmen's Compensation for the employees in the Sheriff's Department. The Employer will also pay to the employee, for job-related injuries, the difference between the amount Workmen's Compensation pays and the employee's regular wage.

Provision 14

LIFE INSURANCE AND MEDICAL INSURANCE

The Employer agrees to pay the cost of a life insurance policy of \$5,000 for each employee with a rider of double indemnity for accidental death incurred while in the line of duty.

The Employer will make available a semi-private Blue-Cross/Blue Shield MVF-1 Plan for group hospital and medical coverage to all full-time employees. The Employer will pay the full premium for the employee, his wife (or her husband) and dependent children up to age of nineteen (19).

The Employer agrees to pay the full premium for life insurance and Blue-Cross/Blue Shield for an employee while on job-related disability.

Provision 15

HOLIDAYS AND RATE OF PAY

Paid holidays are desegrated as:

New Year's Day
George Washington's Birthday
Memorial Day
July Fourth
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
 $\frac{1}{2}$ day Good Friday
 $\frac{1}{2}$ day Christmas Eve

Employees working on any of the holidays established in the agreement will be paid at the regular rate plus 150% times his hourly rate for all the hours worked.

Provision 16

SICK LEAVE

The Employer shall grant each employee one sick day per month or twelve (12) days per year, ten (10) days of which will accumulate each year to a total of forty (40) days.

Employees shall receive 100% of all accumulated sick leave not used at the termination of his employment if the employee is retiring, is leaving for medical reasons, or is deceased at which time the payment should be made to his dependent.

Employees shall receive 75% of all accumulated sick leave not used at the termination of his employment if he is leaving this position for another position, no longer in the employ of the County and subject to a minimum of two-weeks notice being given to the Employer.

Provision 17

LONGEVITY PAY

The Employer will give each employee twenty-five dollars (\$25) per every year of service after four (4) years of service, effective January 1, 1973. No service prior to January 1, 1969 is to be considered.

Provision 18

VACATIONS

(1) All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

(a) Employees who have completed one (1) full year of service shall receive six (6) days,

(b) Employees who have completed two (2) through four (4) years of service shall receive ten (10) days,

(c) Employees who have completed five (5) through nine (9) years of service shall receive fifteen (15) days,

(d) Employees who have completed then (10) through fourteen (14) years of service shall receive seventeen (17) days,

(e) Employees who have completed fifteen (15) or more years of service shall receive twenty (20) days.

(2) Vacation time may accumulate in the amount not to exceed ten (10) at the end of each calendar year with the provision that the employee must take at least five (5) days vacation credit in that calendar year.

(3) All authorized accumulated unusual vacation is to be paid to the employee or his estate.

Chairman, Albert A. Blum 6/16/73
Albert A. Blum Date
Panel Member, Lawrence Gust 6/14/73
Lawrence Gust Date
Panel Member, Paul Gully 6/13/73
Paul Gully Date

Paul Gully, this 13th day of June, 1973, appeared before me and signed the enclosed instrument.

Grace E. Martin
GRACE E MARTIN
Notary Public, Wayne County, Mich.
My Commission Expires Nov. 21, 1976