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March '71

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF:

GLADWIN COUNTY BOARD OF COMMISSIONERS  
AND

GLADWIN COUNTY SHERIFF DEPARTMENT  
(Local Union 14148, Dist. 50  
Allied and Technical Workers)

DECISION AND AWARD OF ARBITRATION PANEL

Gladwin County

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Willis A. Reinke

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
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Gladwin County Board of Commissioners

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(Local Union 14148, Dist. 50  
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On February 9, 1971, the undersigned, Willis A. Reinke, was appointed by the Chairman of the Employment Relations Commission, Robert G. Howlett, as impartial chairman of a panel of arbitrators in a dispute involving the Gladwin County Board of Commissioners and the Deputy Sheriffs of the Gladwin County Sheriffs Department, represented by Local Union 14148, District 50, Allied and Technical Workers. The appointment was pursuant to Act. No 312, Public Acts of 1969. Commissioner Robert McMahon was designated as panel member by the County Commissioners, hereinafter referred to as the County, and Deputy Sheriff Lloyd Tyre was designated by the employees hereinafter referred to as the Union.

A pre-hearing conference was held in Gladwin on February 22, 1971 at the Sheriffs Office in Gladwin. A hearing was held and testimony taken at the Gladwin County Office Building on March 2, 1971. Both parties were afforded full opportunity to present evidence and examine and cross examine witnesses.

APPEARANCES

FOR THE COUNTY

HORACE GRIFFIN, COMMISSIONER  
RICHARD SWINSON, COMMISSIONER

FOR THE UNION

DALE PURTELL,  
INTERNATIONAL REPRESENTATIVE

A verbatim record of the hearing was made by a reporter for Reliable Reporting Corporation, Midland, Michigan. Transcripts were not ordered by the parties.

A conference was held by the Panel in Gladwin following the hearing on March 2, 1971. The decision of the Panel is unanimous.

Union Exhibit No. 1, consists of the current collective bargaining agreement between the parties. This dispute arises from a reopener for negotiation of wages and insurance. The parties stipulated that the contract was opened timely pursuant to Article XX of the agreement.

County Exhibit No. 1, consists of the Gladwin County Budget as amended for the calendar and fiscal year 1971.

Joint Exhibits #1 through #6, consist of wage and fringe benefit data for the Sheriff's Departments of Counties of Roscommon, Bay, Ogemaw, Midland, Clare, and the City of Midland Police Department.

The substance of the Union's testimony related to the duties, in general, of deputy sheriffs and to the wage and/or insurance data contained in the exhibits. The County testimony related primarily to the County budget and in substance it appears that there is between \$2000.00 and \$3000.00 still available in the Contingency Fund.

The parties stipulated the following history of the collective <sup>bargaining</sup> under the current reopener:

The Union originally requested a \$500.00 per annum increase from \$7000.00 to \$7500.00: for the County to pay full cost of Blue Cross and Blue Shield Insurance (at the present time the employee contributes approximately \$20.00 per month.); full life insurance to replace the present policy which is confined to line of duty only.

Following protracted negotiations and finally with the assistance of State Mediator Charles Sanders, the two bargaining committees reached tentative agreement on the following:

- (a) Wages- \$250.00 per annum increase to \$7250.00
- (b) County to pay full cost of Blue Cross-Blue Shield
- (c) County to pay for \$10,000.00 life insurance for deputy sheriffs not restricted to line of duty.

The employees ratified the tentative agreement but the full Board of County Commissioners reversed their bargaining committee and refused to ratify. The proceeding arises as the result of this action.

The following data is extracted from Joint Exhibits #1 through #6:

DEPUTIES' SALARY	MEDICAL-HOSPITAL INSURANCE	LIFE INSURANCE
ROSCOMMON CO-\$5900-\$6900	FULLY PAID	\$500.00
BAY CO- \$8417	FULLY PAID	-----
OGEMAW CO- \$6750	FULLY PAID	-----
MIDLAND CO- \$7425-\$9500	FULLY PAID	\$20,000.00
CLARE CO- \$6000-\$6200	EMPLOYEE ONLY	\$2,000.00
CITY OF MIDLAND- \$9020-\$10310	-----	\$12,000 (\$7000 paid by city)

The parties agreed on the record that they still felt the tentative agreement reached in December 1970 was fair and reasonable and that it was reached as the result of bargaining in complete good faith.

A review of the wage and insurance data for surrounding counties submitted by the parties indicates that a \$7250 salary

is not unreasonable and would place the Gladwin County Deputies roughly in the middle range. It appears to be common practice for the Counties to pay full cost of Hospital-Medical Insurance and to provide some life insurance.

Following discussion the Panel voted unanimously to reaffirm the original tentative agreement as follow:

Salary-\$7250 per annum (\$250 increase)

Blue-Cross and Blue-Shield- County to pay full cost.  
Effective as soon as possible. Deputies to be reimbursed for any payments made by them from Jan. 1, 1971 to the time when the County is able to make arrangements to assume the full cost.

Life Insurance- \$10,000.00 not limited to line of duty.

Done at Gladwin, Michigan this second day of March, 1971.

Willis A. Reinke

Willis A. Reinke  
Impartial Chairman

Robert McMahon

Robert McMahon  
Co. of Gladwin Delegate

Lloyd Tyre

Lloyd Tyre  
Sheriff's Dept. Delegate