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5/14/73

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Jackson
County of

STATE OF MICHIGAN
BEFORE THE DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE ARBITRATION

Between

JACKSON COUNTY

And

JACKSON COUNTY DEPUTY SHERIFF'S ASSOCIATION

Opinion on Award

File No.

5/14/73

THIS ARBITRATION proceeding was held pursuant to the Public-Private Arbitration Act, the same being Act number 112 of the Public Acts of 1964 of the State of Michigan, as amended, wherein it is provided that the decisions of the Arbitration Panel, thus created, shall be final and binding upon the parties to said proceedings.

A hearing was held before the Arbitration Panel consisting of Thomas Corwin, Lyle Antcliff, and J. Willard Carpenter, as members, at which proofs and arguments were presented by each of the parties present, with respect to their individual positions, concerning the issues involved.

At the conclusion of the hearing, the parties indicated their mutual desire to file Post Hearing briefs, whereupon it was agreed that such briefs should be filed with the Chairman of the Arbitration Panel by placing the same in the United States Mails addressed to him no later than midnight of April 23, 1973.

The following appearances were noted in the records of said proceeding:

FOR THE COUNTY:

Edward I. Cobb
Attorney

Thomas F. Hurt
Personnel Director

Gertrude Titus
Salary Committee

Dean Eschelbach
Salary Committee

T. Thomas McDonough
Salary Committee

Charles H. Southworth
Sheriff

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RELATIONS LIBRARY
Michigan State University

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Carpenter, J. Willard Jr.

FOR THE ASSOCIATION:

Willard F. Rappleye
Attorney

Michael R. Henderson
Member of Committee

Stephen F. Sickler
Member of Committee

DISCUSSION

The first subject to be considered by your Board of Arbitration was whether or not the parties were legally and properly in arbitration. There appearing to be some question raised by Jackson County as to whether or not the Jackson County Deputies Association had complied with the statute governing the subject of Arbitration, with regard to the notice as required and the subject therefore received appropriate attention by your Board of Arbitration and after considerable discussion between the representatives of the parties involving the method by which the request for arbitration was presented to the County, Mr. Cobb in behalf of the County stated "I think it can be decided along with the issues. I don't wish to press a procedural point at this time."

After due and proper consideration of the subject matter, your Chairman is of the opinion that, although the Association may be guilty of a technical violation of the procedure required by statute that nevertheless the same was cured by a letter addressed to the County and hand delivered to the County by the Attorney for the Deputies Association to the County before the close of business at the end of 1972, and accordingly it becomes the opinion of your Arbitrator, that the jurisdictional subject must be dismissed as having no validity and that your Board of Arbitration should proceed with the hearing of proofs on the Issues as presented by the parties for determination.

In addition to a discussion with reference to jurisdiction, the matter of Issues to be decided by your Board was also given appropriate attention and it was agreed by the parties that the following Issues are to be decided by

your Board of Arbitration to-wit:

- | | |
|--------------|-----------------------|
| 1. Base | 5. Medical Insurance |
| 2. Longevity | 6. Wage Guidelines |
| 3. Matron | 7. Length of Contract |
| 4. Pension | 8. Union Security |

and so the hearing proceeded with reference to these subjects as the said Issues.

The first witness called in these proceedings was Mr. Charles H. Southworth, who identified himself as Sheriff of Jackson County Michigan and who had been Sheriff of said County since December 1st, 1968.

This witness was questioned with reference to the set up of his organization and it was determined that he employs thirty-nine (39) deputies and that they are split into staff and line operators. The staff consists of the Under Sheriff and a Captain assigned to the Jailhouse District. There are three Sergeants working desk assignments and in addition, the Under Sheriff of jail operation has one Sergeant who has the other officers who are responsible for security. In addition, the Detective Bureau has one Sergeant and two Detectives with one probationary employee and in addition the Matron who is responsible for the well being of the females incarcerated in the County Jail; that in addition, he has a building engineer and three cooks and a clerk responsible for public, as well as the private records of the Sheriff, and also in and out of the state assignments in Court and that the remaining deputies on the staff perform the duties normally devolving upon them as assigned by superior authority.

This witness was then interrogated with respect to the qualifications for those hired by the Sheriff's Department and he stated that they must be twenty-one (21) years and not over thirty-one (31) years of age, must be 5 foot 9 inches in height and their weight must be in accordance with their height. That they must have at least a High School education and must pass a rigid background examination, an investigation into their past experience, family neighborhood, former place of employment, and etc., and that they are free from arrests and convictions for criminal acts, and that they must take

two written tests and one oral test and be screened by representatives of the Jackson County Deputies Association. In addition, the applicants must take on-the-job training and must also attend Jackson County Community College for 265 hours of police related sciences, where each must obtain at least a 70% grade. That in addition to the foregoing, this witness related, that there was some additional in-service training and that such training continues for a lengthy period of time after employment.

The witness was then questioned with respect to the duties of the Michigan State Police and the Jackson City Police and his testimony was that in his opinion the duties of a Deputy Sheriff are identical with the foregoing. Further, that the City Policemen doing patrol work is performing in the same fashion as that of the Deputy Sheriff, with the exception, that the Deputy Sheriff, is exposed to greater hazards similar to that of a State Trooper, in that they operate over in excess of seven hundred (700) miles and whereas the City Policeman could get manpower to cover or assist him within a short period of time, but that this would be next to impossible for a Deputy Sheriff. This witness was then interrogated with respect to the efficiency of his department and, of course, this was described in glowing terms.

The subject of salary was then presented, and this witness was asked whether or not the salary had anything to do with the morale in the City of Jackson Police Department or the County Sheriff's Department and his answer was a very definite yes. Further, that an increase in salaries for his men would actually increase the morale and the overall efficiency of his department further that this witness has two employees with an Associate Degree in Law Enforcement and that he has an additional four employees who are very close in completing their work for such a degree, and that this knowledge makes for greater efficiency, and that salaries have considerable to do with encouragement in that respect. Under cross examination, this witness confirmed that the requirements to become a State Trooper were similar to the requirements in his department.

The subject of crime in more heavily populated urban areas was then the subject of the interrogation and the witness agreed that there would be more crime in the heavy populated areas.

This witness was then asked to name comparable counties to that of Jackson County and he stated among others in his opinion Washtenaw County would be comparable.

Under further cross examination, the witness stated that he had received ninety applicants for eight positions which had opened up, and that his average loss in manpower in a year was approximately two men. The witness was then asked the question as to whether or not he was aware of the fact that other County Sheriff Departments had been settled for about five and one half (5½%) percent wage increase and his answer was that he had determined that as a fact by reading newspapers and hearing people talk. The witness was also asked whether or not any particular category of his staff deserved increases as against another category and his answer was that all of his deputies should be on the same pay scale basis, pointing out, however, that there would be a difference in compensation between a Detective, a Sergeant, and an ordinary Deputy.

This witness was then asked with respect to the matter of the Longevity program and then he agreed that the system employed in his department at the present time breaks at 1, 2, 3, and 5 years and when asked whether he saw a necessity for changing the present system, he expressed the opinion that the same could be enhanced by some changes.

The question was then asked as to whether or not the witness was aware of the fact that the rest of the County employees had entered into three year contracts, and his response to that question was the affirmative, and in addition, he was asked whether or not he felt that the Sheriff's Department would be better or worsened by a three year contract and his response was that he had no opinion as to whether such contract should be one or three years, provided that they were equitable in their terms, however, it could be gathered from his testimony that he had a preference for a three year contract.

The next subject was that of medical and dental coverage and his answer to questions of that subject was that they should have additional coverage, and when asked whether or not there was a necessity for having coverage additional to that furnished to other County employees, his answer was that the exposure of his deputies was greater than other employees.

The subject of the Matron was then discussed with this witness and he expressed the feeling that the Matron should not be removed from the bargaining unit and then he went into detail as to why he had this opinion.

The subject of the Pension Plan was then brought to the attention of the witness and on that subject he stated that there should be a difference in the plan for deputies, due to their type of work.

The witness was then subjected to some redirect examination with respect to the City's requirements for its policemen and the requirements of the Sheriff's Department in view of the dissimilarity of some of the activities of that department.

The next witness was James T. Henley, a resident of Jackson, Michigan, who identified himself as a police officer employed by that city.

This witness testified that prior to him becoming a member of the City of Jackson Police Department, that he was employed as a deputy in the Sheriff's Department for the County of Jackson. In essence, the testimony of this witness was that in his opinion, the hazards encountered by a Deputy Sheriff were considerably greater than those encountered by a member of the City Police Department.

This witness was then questioned on the subject of the compensation paid to the City police and his testimony was that the pay for City policemen was higher than that paid to deputies in the Sheriff's Department at the time he made his initial transfer from one to the other.

Under further questioning, the witness stated that the salary paid to the City Policemen was increased 5.5% for the previous year and that a two year contract had been entered by the City of Jackson and members of its Police Department. A colloquy then ensued between the witness and his questioner, with the result that in essence the testimony of this witness was

that the increase granted the City police was 8.1% as of July 1st, 1972, or \$300 Dollars across the board and when pressed further this witness stated that he was part of the negotiating team for the City police and that there is no agreement to the effect that a ceiling of 5.5% was placed on the wage improvement and the salary schedule agreed upon by the City and its Police Department.

Under redirect examination, this witness confirmed that there was a cost of living factor in the Collective Bargaining Agreement entered into by the City police and that the same had existed for at least five years.

Then followed some testimony in respect to the Pension Plan in force in the City of Jackson and he was also questioned with respect to the mandatory training requirement for all police officers in the State of Michigan confirming that to the best of his knowledge, a twelve week training period was the requirement.

Under cross examination, this witness testified that a Pension Plan was adopted by the City of Jackson as a Charter Amendment and that the voters in the City approved the plan but did not approve the Millage required to fund the same, with the result that the plan is unfunded and exists as a result of members contributions to the same.

Some questions then followed with respect to the pay of the City patrolmen and that of a Deputy Sheriff, and the witness confirmed that in his opinion there should be no difference in the amount paid the members of the two departments.

The next witness called was Michael R. Henderson, who identified himself as a Deputy Sheriff for the County of Jackson, in which position he had occupied for over three years.

When questioned with respect to the number in the Sheriff's unit who had some college training, this witness testified that sixty-four percent (64%) of the 39 members had some type of formal college education, which includes the basic law enforcement training, which they must have prior to being deputized.

This witness was then asked his opinion concerning a comparison with the duties of the Sheriff's Deputies with other law enforcement agencies in the community, and he stated that in many instances the duties of a Deputy Sheriff were more encompassing than those of a City patrolman, and that in addition deputies are charged with the performance of certain duties in civil actions, and other activities, which a City patrolman is not called upon to perform in other words in his opinion, the Deputy Sheriff has more duties than a City patrolman or a State Trooper.

Under further questioning, this witness confirmed the fact that in his opinion the Deputy Sheriff deserves equal pay to that received by City patrolman or State Troopers.

In further questioning regarding men who had left the Sheriff's Department, this witness testified that too many, with whom he is personally acquainted with, are employed in shops in the area making more money than they made as a Deputy Sheriff.

Under cross examination, this witness confirmed that the request of the Deputy Sheriff's Association of the County amounted to an increase of Three Thousand Four Hundred Ninety-Four (\$3,494.00) Dollars per year, and that under the proposal, the Sheriff's Deputies would receive in excess of Twelve Thousand (\$12,000) Dollars per year.

Under further cross examination, this witness testified that the increases sought were based on the present and projected salaries of the State Police, the City Police and other agencies, and the Deputies felt they were entitled to the same pay, that other agencies were receiving.

Under further examination with respect to a comparison between the work performed by a Deputy Sheriff and a machinist in a factory, this witness agreed that there was no real comparison, in view of the fact that the machinist is not required to have a great amount of physical or mental ability, whereas a Deputy Sheriff has such a requirement. Further, this witness confirmed that the Deputy Sheriff's pay in Jackson County had been increased in excess of Three Thousand (\$3,000) Dollars per year in a period of three years.

In essence, the testimony of this witness confirmed his original position with respect to an increase in compensation for Deputy Sheriffs, but he agreed that some of the comparisons presented by the Deputies Association in these proceedings were not analagous to the duties performed by a Deputy Sheriff.

The next witness called by the Association was Mr. Matt Hrobee, who identified himself as the Fourth District Commander of the Michigan State Police having the rank of Captain.

This witness testified that he has been assigned to the Jackson area for approximately ten years and has under his jurisdiction, the Jackson, Clinton, Dekonsha, Blissfield, Jonesville, and Battle Creek posts of the State Police and that in his operations he has become familiar with the personnel and as well the operations of the Jackson County Sheriff's Department.

This witness was then interrogated with respect to his opinion as to the calibre of men employed by the Jackson County Sheriff and he recited that all deputies must have training before they are accepted in that department, and that it was his understanding that newcomers in the department were given 280 hours of basic and advance schooling at the local Community College.

In essence, the testimony of this witness was that the Sheriff's Department was made up of very high calibre of men and that the department had been upgraded since Sheriff Austin had taken over control of that department.

Under cross examination, this witness confirmed that the men in the State Police received superior training to that received by Sheriff's deputies, and that the members of the State Police have a great deal more territory to cover than that of the Jackson County Sheriff's Department. However, that in his opinion the duties of a State Trooper are somewhat similar to that of a Deputy Sheriff, and that the duties or responsibilities between the members of the State Police and the Sheriff's Department are basically the same.

Under further interrogation, this witness disclosed that there was a mutual aid and assistance pact between the State Police and the Sheriff's Department for Jackson County, further that the Sheriff's Department covers not only Jackson County, but a tier of townships in Washtenaw County and in Ingham County and a small part of Calhoun County.

The transcript discloses that then followed some conversation between the Representatives of both of the parties, with reference to the position of Matron being excluded from the bargaining unit, the same being part of that unit at this time, and as a result of that conversation, the record discloses that the question as to whether the Matron classification should be taken out of the Collective Bargaining Unit is a matter for decision by the Arbitration Panel.

At this juncture in the proceedings, the record discloses that Mr. Cobb, representing the County, moved for the introduction of the County Exhibits numbered one through thirty-one, and as to the Exhibit number #7, the Representative of the Association objected to the same on the basis of materiality and the same was accepted subject to that objection. Exhibit #8 was accepted and 9, and 10 were likewise accepted without objection.

The remainder of the Exhibits received appropriate attention by Mr. Rappleye, Attorney for the Association, and as a result the Exhibits were all accepted subject to the objections as noted by Mr. Rappleye in the record of the proceedings; it being explained by the Chairman of the Arbitration Board that Exhibits are accepted and the objections by the opposite party are noted in the record and that they are duly considered by the Arbitration Panel subject, of course, to any objection.

The examination of Mr. Thomas F. Hunt was then undertaken and in answer to the question with respect to E.E.A. funds, he stated that at this time, there was uncertainty whether they would be continued beyond the month of June, and that the program is presently on a month to month basis.

Under further examination, this witness testified that eight (8) additional deputies were hired by the Sheriff's Department at the end of 1972 and early 1973 and that the funds to meet the salaries of said deputies came directly out of the so-called revenue sharing program, and that to his knowledge there was no uncommitted, revenue sharing funds available.

Further, that a salary committee created by the County had set salaries for department heads and non-union personnel on the basis of a five point five increase (5.5) including elective officials, also that some of the County departments had settled their labor contracts and he referred to the medical care facility and testified that their increase was five point five (5.5); and that these parties had entered into a three (3) year agreement. Some further testimony was taken from this witness from which it was made to appear that all settlements to date were made on the basis of three (3) year contracts and that most of the settlements were on the basis of five point five (5.5), but not to exceed seven percent (7%).

This witness was then interrogated with regard to a previous Arbitration Award and he testified that the Sheriff's deputies received a reduction in hours from forty-four (44) to forty (40) hours per week, and paid three (3%) percent increase in wages; and that this worked out to the matter of forty-three (43¢) cents an hour, which became effective June 1, 1972.

In continuation to the testimony given by this witness, he identified County Exhibit number two (2) as the wage schedule for the Sheriff's deputies for 1971 and the first six months of 1972.

This witness was further interrogated, with respect to the County Exhibits, and he identified Exhibit number three (3) as the amount received by members of the Sheriff's Department at the present time, and in addition identifying the Exhibit number four (4) he explained that these recited some of the fringe benefits being paid by the County, and as well, the vacation benefits, Social Security, Workman's Compensation, and various other benefits accruing to the members of the Sheriff's

Department.

This witness was further interrogated with respect to various other Exhibits presented to the Arbitration Panel, and the witness testified that the starting salary in the counties surrounding Jackson County was in the neighborhood of Eight Thousand (\$8,000.00) Dollars and that after sixty (60) months of employment they ultimately received Eleven Thousand (\$11,000.00) Dollars per year. Further, that Calhoun County, which the witness stated was most comparable in size to that of Jackson County have a starting salary of Eight Thousand Five Hundred (\$8,500.00) Dollars, which after five years goes to Ten Thousand Six Hundred and Five (\$10,605.00) Dollars and that this covers the year 1973.

This witness was then questioned with respect to the Township of Summit, which he identified as the largest township in Jackson County, and that its population was in the neighborhood of twenty to twenty-five Thousand people and that the starting salary in that area is Eight Thousand and forty-four (\$8,044.00) Dollars and that they have a three year agreement.

He then testified with reference to the proposed Pension Program and the cost thereof as determined by their Actuary and that there were two separate plans proposed, one being Plan A, where fifty-five (55) would be the retirement age after twenty-five or more years of service, or Plan B under which retirement was possible at any age with twenty-five years or more of service.

The witness was asked whether or not the plan as presented was in effect for anyone in the Jackson County, and his answer was that there was no such plan. Further that Proposal A. as stated, would amount to approximately a 2% increase in compensation whereas B would approximate a 3½% increase, over what is being presently paid by the County, or in other words, in dollar figures Proposal A. would cost Six Thousand Nine Hundred (\$6,900.00) Dollars to Seven Thousand (\$7,000.00) Dollars and Proposal B. would cost the County Eleven Thousand Nine Hundred and Thirty (\$11,990.00) Dollars.

This witness was then interrogated with respect to a drug rider which the Union is proposing, and in answer to the question, this witness testified that the only program presently in force is that of Blue Cross/Blue Shield, MVFI, and that none of the County employees have the program Blue Cross/Blue Shield, MVFI as proposed by the Association.

This witness was then questioned with respect to the length of Collective Bargaining Agreement entered into by other employees in the County and his response was that all of such contracts entered into to date are of three year duration, and that all other employees are likewise represented by a Union.

With respect to the County's obligation in regard to the wage price guidelines as established by the United States Government, this witness testified that the County would be required to report any increase above 5.5% and that the same would be subject to their formal approval.

Further that no County employee had received an increase under their new Collective Bargaining Agreements in excess of 5.5%.

Under cross examination, this witness agreed that the Collective Bargaining Agreement with the Sheriff's deputies for 1972 amounted to 3% for the seven months and that the approximate increase over that of 1971 amounted from 1% to 2%.

This witness was then questioned with respect to the program set up by the United States Government to assist local governments and he testified that this was known as the Emergency Employment Act whereby the County was given approximately 90% of the employees wage, and that these funds were supplied so as to give the County the opportunity to employ members of a minority group, veterans, and generally people who were disadvantaged and that these funds came to the County for the first time in the fall of 1971. Further, that in addition to the Emergency Employment Act funds, the County also received revenue sharing funds from the United States Government, and that these funds started coming to the County in December 1972.

This witness was then questioned with respect to proposals made by the parties one to the other in an effort to settle upon an agreed formula for the establishment of wage rates for a new Collective Bargaining Agreement, and the witness testified that the offer made by the County was Five Hundred (\$500.00) Dollars for the first year and a like amount the second and third year covering a proposed three year Collective Bargaining Agreement.

The subject of the Employment of Sanitaricians was then the subject of interrogation, and it was developed that college graduates had filled this classification for the most part, and that they started at approximately Seven Thousand Eight Hundred (\$7,800.00) Dollars per year, which in effect means that in 1972 Sanitaricians were paid approximately One Hundred Fifty (\$150.00) Dollars a week gross. Further, it was the contention of this witness that such a rate was a fair comparison for the starting of a Deputy Sheriff; further that from the year 1966-1972 there had been a 59% increase in compensation to Sanitaricians, whereas for the same period of time the Deputies had received an 83% increase.

This witness was then referred to the Sheriff's report, which was one of the Exhibits, and the witness confirmed that this Exhibit reflected that the Sheriff's Department was making about 50% more arrests than the City Police Department. Further, that the said Exhibit disclosed that Sheriff's Deputies are making 80 to 85% more arrests than the State Police. In essence, the witness, while confirming the authenticity of the said Exhibit pointed out that the same did not show the true situation, in view of the fact that many arrests by the City police are for traffic violations, whereas the Sheriff's Deputies and the State Police are limited in their arrests for such violations.

Under redirect examination, this witness was questioned with respect to the Collective Bargaining Agreement with the nurses of the Medical Care Facility, and comparison was made with their compensation, to that of the demands made by the Sheriff's Deputies. Further that

when this matter was before a State Mediator that the County had proposed a three year contract and that following that proposal the Deputies Association applied for arbitration of their demands.

In continuing the questioning of this witness, a matter of construction and industrial contracts was discussed and the witness pointed out that Michigan is basically seasonal for construction work and that as a result the employees in that type of employment will receive more per hour than County employees would; but that this is due to the fact that their work is of a seasonal nature and not permanent nor steady.

Under further examination, this witness reconfirmed the fact that the wage increase for the Sheriff's Deputies as of June 1, 1972, was 43¢ per hour.

This witness was then cross examined with respect to his statement that construction workers or construction work is of a seasonal nature and he testified that he had two brothers who are carpenters and who are involved in that industry and that they had moved to the southern part of the United States because they could only obtain seasonal work in and around Jackson County. In essence the testimony of this witness had to do with the negotiations had by the parties and the amounts paid to other County employees as a result of new three year Collective Bargaining Agreements and as well the fact that the comparison of construction and industrial workers for the purpose of arriving at a just wage for a Deputy Sheriff was improper, due to the fact that construction and industrial work is for the most part seasonal in nature, whereas the Sheriff's Deputies are employed full-time.

The final witness called before the Arbitration Panel was Fern McDowell who identified herself as Comptroller for the County of Jackson, which position she has held for approximately thirteen years. This witness initially confirmed that funds under the Emergency Employment Act program are being paid to the County on a monthly basis, and that the County must apply each month in order to obtain said funds, and that there is no way of determining when said program would be terminated.

Further, that the County received a rather substantial sum in revenue sharing from the Federal Government, and that of the amount received the Sheriff's Department had been allocated Eighty Thousand (\$80,000) Dollars. Further, that the budget as presented by the Sheriff showed an increase over last year of approximately Ninety Thousand (\$90,000) Dollars.

Under further examination, this witness testified that she actually had two budgets for the Sheriff's Department, one being the general fund, and one being the revenue sharing fund. Further, that there had been increases granted to supervisory and department heads in the County, and that said increases amounted to approximately 5.5%, and that the Sheriff, as a department head, had not been granted the increase given to others in the County.

The witness was then questioned with respect to a longevity program, and she confirmed that the County previously had such a program; but since the creation of the Deputies Association, the program was no longer in effect, and that the subject was provided for in the Collective Bargaining Agreement entered into with the Sheriff's deputies.

This witness further confirmed that the Sanitarians required a college degree and also some special training in the matter of health requirements. When questioned further, the witness confirmed that she was familiar with the County Pension Plan, and that it is currently funded with no back deficiency. Under cross examination, this witness confirmed that the County is still receiving some so-called E.E.O. funds, and that part of these funds are or have been used in the Sheriff's existing budget.

When further interrogated with respect to the so-called revenue sharing, the witness confirmed that the County had received a total of One Hundred Twenty-Seven Thousand (\$127,000) dollars and that notwithstanding the fact that they were supposed to receive a payment every quarter, that no amount has been received for the year 1973. Further, that this witness

anticipated receiving less revenue sharing funds for the year 1973 than was previously received. Under further cross examination, this witness agreed that the financial position of the County is quite good for the first time in history, and when questioned with respect to a substantial increase to the Sheriff's deputies, the witness stated that any funds available for wages or salaries would have to be spread real thin in view of the fact that everybody had his hand-out for increases.

At the conclusion of the testimony of this witness, Mr. Cobb presented a booklet entitled: "State of Michigan Department of Treasury Financial Report," which was accepted as Exhibit #32 in these proceedings. Continuing further, Mr. Cobb, representing the County, stated that in his interpretation of the Sheriff's report, that the same did not reflect the total arrests made by the State Police, the Police Department of the City, and the Sheriff's Department, and Mr. Rappleye, representing the Association, stipulated that he was in agreement with the position taken by Mr. Cobb.

The parties having concluded their proofs, the matter was declared closed with the exception of the filing of Post-Hearing briefs by each party and it was agreed that said briefs would be filed with the Chairman of the Panel on or before April 23, 1973.

OPINION

The Brief filed by the Jackson County Deputies Association states that wages and the Pension Plan are the subject matters of this Arbitration, proceeding, however, upon reference to the Brief filed by the County, we find the subjects of Longevity, Matron, Medical Insurance, Length of Contract, and Union Security to likewise be subjects to be disposed of in this proceeding, and accordingly, we shall proceed to discuss each subject separately.

In the matter of longevity, it would be our opinion that the present existing longevity program is fair and reasonable and that there should be no change in that subject, and accordingly we would have the present longevity system maintained for the length of the new Collective

Bargaining Agreement to be entered into by the parties.

In the matter of the removal of the Matron's position from the bargaining unit, it would be our opinion that there appears to be no basic reason for change, and therefore, the Matron shall remain in the bargaining unit.

In the matter of the pension presently provided for employees, it is our opinion that the plan that is presently existing, is fair and equitable, and we therefore, propose that the present plan be maintained in the Collective Bargaining Agreement to be drafted between the parties.

In the matter of Medical Insurance, it would be our opinion that the so-called MVF-1 Blue-Cross Blue Shield coverage is adequate, and we therefore, adopt the present plan to be incorporated by the parties in their Collective Bargaining Agreement.

In the matter of the Union Security provisions, it appears that the Arbitration Panel must be guided by the decision of the Michigan Supreme Court in the case of Smigel -vs- Southgate School District, and accordingly it would be the decision of your Panel that Counsel for both parties should make such provisions in their Collective Bargaining Agreement herein contemplated as required, in order that the same be in accord with the content of said decision it being our understanding that membership in the Union cannot be a condition of employment and that the most it can be required is payment of the proportionate cost to the Union for representation fees, and accordingly this subject is returned to the parties with directions to alter the provisions presently obtaining, so as to comply with the decision of the Supreme Court, in the case mentioned.

In the matter of wage guidelines, inasmuch as the same appear to be the most important subject to be decided in these proceedings, from the standpoint of the Deputies Association, your Panel has read the transcribed testimony adduced by both of the parties hereto and has examined all of the Exhibits introduced by both parties and as well have studied the various wage scales adopted by Ingham, Kalamazoo, Muskegon, Ottawa, Bedrien, and Calhoun Counties; and after due consideration, comes

to the conclusion that the proposal as presented by the County of an increase of 5.5% for this year and all succeeding years of a three year Collective Bargaining Agreement is in line with other comparable counties and conforms with the present Phase III program adopted by the United States Government, which in the opinion of the Panel includes County government, and accordingly, it becomes the decision of your Arbitration Panel that the wage rates shall be increased 5.5% for the year 1973, and a like amount for each additional year and that the parties shall enter into a Collective Bargaining Agreement for a three year period, such increase to apply to all classifications existing in the Sheriff's Department for Jackson County, Michigan.

This concludes the consideration by your Arbitration Board Panel of all of the Issues as presented for determination and the conclusions reached by your Board shall be used in the drafting of a Collective Bargaining Agreement for the years 1973, 1974, and 1975.

BOARD OF ARBITRATION


COUNTY DESIGNEE


ASSOCIATION DESIGNEE


CHAIRMAN

Dated at St. Clair Shores, Michigan
this 14th day of May A.D., 1973.