

6/15/72  
ARB

*Jackson County of*

In the Matter of Arbitration  
between  
County of Jackson, Michigan  
and  
Jackson County Deputy Sheriff's Association

Pursuant to  
Police - Fire Fighters Arbitration Act  
(Act No. 312, Michigan Public Acts of 1969)

Arbitration Panel

Jack Stieber, Chairman  
- Elwin Johnson, County Designee  
Thomas Corwin, Association Designee

Appearances

For the County

Edward L. Cobb, Attorney

For the Association

Willard F. Rappleye, Attorney

Date of Award: June 15, 1972

On October 18, 1971, the attorney for the Jackson County Deputy Sheriff's Association wrote to the County Board of Commissioners serving notice of intention to terminate the Collective Bargaining Agreement between the parties and requesting that negotiations begin on a new contract. Negotiations subsequently were carried on during which proposals and counter-proposals were exchanged. Mediation under the auspices of the Michigan Employment Relations Commission (MERC) was sought and utilized, and arbitration was requested in accordance with Act No. 312, Public Acts of 1969 of the State of Michigan.

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JUL 31 1976



The chairman of this Panel of Arbitrators was appointed by the MERC in a letter dated April 4, 1972 and the parties designated as their representatives to serve on the Panel: Detective Thomas Corwin for the Deputy Sheriff's Association and Mr. Elwin Johnson, Chairman of the Jackson County Board of Commissioners. Formal hearings were held in Jackson on April 26 and May 26, 1972; and an informal meeting of the Panel and the parties was held on June 1. The Panel met in executive session on May 26 and the chairman conferred with the members between sessions. At the hearings, the parties were given full opportunity to call witnesses, present evidence and introduce exhibits in support of their respective positions. A verbatim transcript of the proceedings was taken. At the June 1 meeting, the parties agreed to waive the submission of briefs in the interest of hastening the arbitration award.

In the course of the hearings the Association argued that it was entitled to a substantial wage increase on the basis of comparisons with police officers in Jackson City and other localities, various other occupational groups, increases in the cost of living, and qualifications, training, responsibilities, and duties of Deputy Sheriffs in Jackson County.

The County contended that it was financially unable to grant wage increases to the Deputy Sheriffs, that the reduction in hours which it was prepared to grant was equivalent to a substantial pay increase, that parity with Jackson City police was inappropriate in view of the different nature of the duties involved, and that Jackson County deputies' salaries were not out of line with salaries in comparable counties. The County pointed out that it had settled with other bargaining units without any wage increases and that the deputies should not be accorded different treatment than other County employees.



There was little discussion regarding non-wage issues in dispute, but the parties agreed that the panel's award should cover both wages and other issues.

### Award

The Panel, having considered the arguments of the parties and evidence pertaining to financial ability of the County, relevant comparisons of wages, hours and conditions of employment, movements in the Consumers Price Index, employees' overall compensation, and the interests and welfare of the Deputy Sheriffs and the general public, unanimously awards as follows with respect to the contract provisions in dispute:

1. ARTICLE I (g). Members of the Marine Patrol shall be excluded from the fringe benefits-provisions of this contract, but shall otherwise be subject to the terms of the Collective Bargaining Agreement as it pertains to Deputy Sheriffs, their wages, grievance procedures, etc.

2. ARTICLE IV. Step 3. If the Sheriff's answer is not satisfactory to the Bargaining Committee of the Association, it may submit the appeal to the Assistant Personnel Director of the Labor Relations Committee of the Jackson County Board of Commissioners. A meeting will be held by at least two representatives of the Association, with the Assistant Personnel Director, it may be placed on the agenda for the next meeting of the Labor Relations Committee of the Jackson County Board of Commissioners and two representatives of the Association may meet with such committee at the hearing within ten (10) days from the meeting with the Assistant Personnel Director, and a mutual decision shall be given within ten (10) days thereafter or the Labor Relations Committee shall give its own written decision within such period.

(a) In the event of discharge or other disciplinary action, the executed written grievance shall commence at Step 2 and be submitted directly to the Sheriff.

3. ARTICLE VI. Section 1. Added thereto the following:

(a) If at any time during the term of this contract, any employee classified as a radio operator or cadet shall meet and fulfill the requirements of Deputy Sheriff and be assigned to the general duties of Deputy Sheriff, such person shall have general seniority as of the date he assumes such general duties. The time spent in service as a radio operator or cadet shall not be computed for wage increases under Exhibit A or for any other purposes, except pension benefits, vacations and sick leave.

(b) In the event an employee is on layoff, and the job arises which will continue for a period in excess of thirty-six (36) hours, and the employee has the seniority and capability as set forth in Section 1 pertaining to his experience, training and qualifications, then the Sheriff shall recall such employee to fill such a position on a part-time or a full-time basis. Cadets will not be allowed to replace Deputy Sheriffs in the performance of their regular duties, except in cases of emergencies.



Section 10. An employee working on any given shift shall have the preference of working at a shift over employees with less seniority provided he has the qualifications, ability and training to immediately assume the job duties on such shift. This preference may be exercised once in each four-month period elapsing from the time of the prior election. The privilege may be exercised only if the classification and qualifications of both parties involved are the same and if the person to be bumped is the lowest in seniority in the classification on that particular shift. (This provision shall not apply to the job of the turnkey.)

4. ARTICLE VII. Section 3.

(c) Unused sick leave shall be accumulated indefinitely and upon an employee's termination, retirement, or death, shall be subject to payment on a half-time basis for all unused days.

(e) Add:

Any payments received by the employee pertaining to a period where he is absent by reason of injury sustained in the course of employment shall not be charged to his accumulated sick leave.

Section 5. An employee with seniority shall be entitled to one personal leave day each year with pay which may be taken in intervals of not less than two (2) hours. Personal leaves shall not be accumulated. Other leaves granted for personal reasons such as funerals, illness in the family, etc., shall not be deducted from employee's sick leave and is without pay unless taken under the provisions of Section 3(e) above.

Section 7. Employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave, for death in the immediate family, which is defined as follows:

Mother, father, brother, sister, wife, husband, son, daughter, or stepchild living in the dwelling, mother-in-law, father-in-law, grandparents, or member of the employee's household.

Employees serving as pallbearer, or attending the funeral of a grandchild, sister-in-law or brother-in-law, or a stepchild not a member of the employee's household, will be allowed one funeral leave day with pay. Any leave in excess of three (3) days shall be without pay unless taken under Section 3(e) above.

5. ARTICLE VIII. Section 2. Compensation for Overtime Work.

Employees other than supervisory employees shall be compensated for authorized overtime by time off equal to time and one-half the time worked, or by payment in cash at time and one-half as determined by the Sheriff and approved by the Salary Committee. Only such hours as are worked in excess of the forty (40) hours of work per week as set forth in Section 3 below shall be so compensated. Complete records of overtime employees shall be maintained by the Sheriff. Employees classified as supervisors are not eligible for overtime pay but shall be entitled to equivalent time off.



Section 3. The hours of work for all employees subject to this agreement are eighty (80) hours per pay period, as scheduled by the Sheriff. Employees who worked more than such hours during each period and are so authorized in advance, shall be compensated on a time-and-a-half basis as specified above. Time and one-half will be compensated for over eight (8) hours per day within a 24-hour period commencing with the employee's first regular scheduled shift based on the schedule at the beginning of the month.

Section 4. Employees called in prior to their regular shift or called back following their regular shift, shall be entitled to receive a minimum of two (2) hours' pay regardless of the hours worked, but shall be required to perform two hours of duties if such work is available. Such call-ins or call-backs shall be authorized only by the Sheriff or Undersheriff.

6. ARTICLE IX. Section 1. All Employees covered by this Agreement shall be entitled to a holiday and shall be paid at their current rate, based on the regular work day for said holiday for the following days: New Years Day, Lincoln's Birthday, Washington's Birthday, one-half day (p.m.) on Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, one-half day before Christmas, Christmas Day, the employee's birthday and any general election day. Birthdays falling on holidays may be taken on another day with the approval of employee's supervisor.

Section 2. The County Board of Commissioners may, in addition to the above designated holidays, proclaim a day or a part of a day as a holiday in which event all employees will be entitled to equivalent benefits as set forth above. Holiday pay shall be paid only for work on the designated holidays appearing in Section 1 regardless of whether time off is given to employees on days other than the holiday.

7. ARTICLE X. Section 1. (d) Employees with sixteen years (16), or more, with continuous service with the County, on their anniversary date shall be allowed five (5) calendar weeks of vacation with pay at their regular rate.

Section 5. If a paid holiday occurs during employee's time off for vacation, he shall have the option of taking one additional day of vacation for each such holiday.

8. ARTICLE XI. Section 1. Salaries shall be increased by three per cent (3%). New salaries, effective June 1, 1972, for each job position and classification for employees covered under this Agreement are shown as Exhibit A - Salary Schedule.

Section 9. Employees regularly performing work on the second or third shift shall be entitled to a five cent (5¢) per hour shift premium.

#### 9. ARTICLE XII.

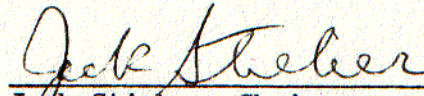
Section 8. The employer will furnish all employees subject to this Agreement free parking area within the general vicinity of the County Building.

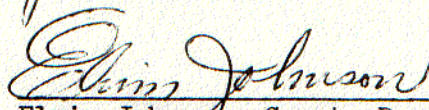
Section 9. Non-uniform detectives shall be entitled to a clothing allowance each year of Ninety (\$90.00) Dollars payable on December 10 with proportionate payment to be made in the event of termination.



Section 10. The provisions of this Agreement shall apply to all employees without discrimination on account of race, color, national origin, creed, sex, age or affiliation with legal organizations.

Section 11. This Agreement shall become effective on the 1st day of June, 1972 and shall remain in full force and effect until December 31, 1972. It is further agreed the Contract shall become open for negotiation ninety (90) days prior to the end of said contract. Either party may terminate on the termination date by giving notice to the other within a fifteen (15) day period immediately following ninety days prior to the end of the Contract. In lieu of a termination notice, the notice may call for an amendment to the contract and if such notice is given, the other party shall have an additional ten (10) days to designate whether it desires to terminate or amend the contract. In the event amendment notices are given, all the provisions of this Agreement shall remain in full force and effect until a settlement is reached on the proposed amendments. Provided, however, that either party may terminate this contract during the period of negotiations subsequent to the above termination date by giving a thirty (30) day notice of termination. Notices shall be given in writing and shall be sent to the Association addressed to their Chairman of the Bargaining Committee at such place as he shall notify the County. Notice to the County is sufficient if given to the Labor Relations Committee of the Jackson County Board of Commissioners, Jackson County Building, Jackson, Michigan.

  
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Jack Stieber, Chairman

  
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Elwin Johnson, County Designee

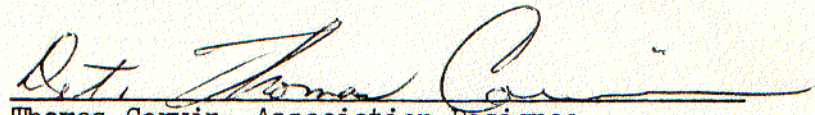
  
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Thomas Corwin, Association Designee



Exhibit A - SALARY SCHEDULE (Annual Rates)  
(Effective June 1, 1972)

	Starting Rate	One Year	<u>Increase After</u>		
			Two Years	Three Years	Five Years
Deputy Sheriff	7636	8554	8861	9285	9992
Sergeant	8956	9474	--	10511	11029
Detective	8956	9474	--	10511	11029
Matron	4735	5142	--	6192	--
Radio Operator	4949	5350	5963	--	--
Deputy-Dog Shelter	6693	7313	7824	8225	8861