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Leelanau County of

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of
COUNTY OF LEELANAU

-and-

STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214, Affiliated with
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

Findings of Fact, Opinion and
Award Pursuant to Act 312,
Public Acts of 1969

ARBITRATION PANEL:

Leon J. Herman, Impartial Chairman
Arthur J. Borsch, County Designee
Paul Gully, Union Designee

Issued: June 26, 1973

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This is a proceeding in arbitration pursuant to Act 312 of Public Acts of 1969. The Board of Commissioners of the County of Leelanau, Michigan is the employer herein. The employees, constituting the deputies in the Leelanau County Sheriff's Department, are represented by Local 214, State, County and Municipal Workers, affiliated with the Teamsters Union. Arthur J. Borsch was named by the County as its designee to the arbitration panel. Paul Gully was appointed by the Union as its designee. On December 28, 1972 the undersigned Leon J. Herman was appointed by mutual consent as impartial chairman of the arbitration panel.

A prehearing conference was held on January 17, 1973 at Traverse City, Michigan. The issues to be arbitrated were prepared and stipulated by the parties. A hearing was held and testimony taken on March 30, 1973 in the conference room of the Traverse City State Bank branch at Suttons Bay, Michigan. Thereafter, a conference between the members of the panel of arbitrators was held on June 15, 1973 in Traverse City, Michigan. A verbatim record of the proceedings was made and a transcript delivered to the panel.

Hubbell, Blakeslee, McCormick and Houlihan, attorneys, by James R. McCormick, represented the Board of Commissioners. Joseph Valenti, President of Local 214, appeared on behalf of the Union.

Present at the hearing on behalf of the Board were Thomas Lindquist and Ivan Egeler, members of the Board of Commissioners; Fred Buehrer, Sheriff of Leelanau County; and Charlene Schlueter, secretary to the Board of Commissioners. Present on behalf of the

Union were Frank D. Allen and Robert O. Russell of the Leelanau County Sheriff's Department. Testimony was offered by Charlene Schlueter. Sixty-two exhibits were submitted. The transcript consists of one hundred fifty-four pages. Argument was presented by Mr. McCormick and Mr. Valenti. Both parties waived the filing of written briefs.

Both parties entered in good faith into the proceeding. No issue of arbitrability was raised. No question was raised as to the legality or authority of the arbitration panel to determine the issues presented. Time limits were extended as required to meet the restrictions of the statute.

Local 214 of the Teamsters Union is the bargaining agent for the members of the Leelanau County Sheriff's Department below the classification of Sheriff. For the calendar year 1973 the parties have agreed upon all issues with respect to wages, hours and other terms and conditions of employment with the exception of the issues presented to this panel for determination. The unresolved issues to be decided are the following:

- Issue No. 1 - Eye and Dental Insurance
- Issue No. 2 - Life Insurance
- Issue No. 3 - Hospitalization Insurance
- Issue No. 4 - Gun Allowance
- Issue No. 5 - Vacations
- Issue No. 6 - Holidays
- Issue No. 7 - Payment of Sick Leave Accumulation
- Issue No. 8 - Clothing Allowance
- Issue No. 9 - Improved Pension
- Issue No. 10 - Work Week
- Issue No. 11 - Agency Shop
- Issue No. 12 - Longevity
- Issue No. 13 - Physical Examinations
- Issue No. 14 - Wages

The next to last listed item was demanded by the County.
All other demands were presented by the Union.

The Statute pursuant to which this proceeding came into being and under which the panel functions poses certain specific criteria which the panel must consider in arriving at a conclusion:

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- 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.
 - (ii) In private employment in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost of living.
- f. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

That a public employer may negotiate wages, hours and working conditions of its employees with a recognized bargaining agent has been established by the Public Employee Relations Act. The Union has been duly recognized as the bargaining agent for all members of the Sheriff's Department up to but not including the grade of Sheriff. Both the County and the Union have agreed to statutory arbitration of the items remaining in dispute in their current negotiations in accordance with Act 312 of the Public Acts of 1969. The County agrees that it has the lawful authority and obligation to negotiate and conclude an agreement in consonance with the award of this panel.

The parties have stipulated that the panel may consider the issues above listed and render an award thereon which both will accept; that all proceedings of this panel of arbitrators have been properly taken in compliance with the governing statute and that this award is duly processed and is binding upon the parties.

The interest and welfare of the public resulting from the implementation of this award have been considered and determined. The County has expressly declared that its financial ability is not an issue in this matter and need not be considered by the panel.

Comparison of wages, hours and conditions of employment in the public sector in comparable communities is discussed below, as are increases in cost of living as a factor in the determination of this panel.

By mutual agreement the relations between the parties have been continued in status quo during the pendency of this proceeding. No objectionable practice has been charged against either party.

Other factors considered by the parties and the panel are reported in the opinion.

It should be emphasized at this point that all comments, opinions and interpretations of factual evidence stated herein are solely and exclusively the responsibility of the impartial arbitrator unless specifically attributed to another member of the panel.

The demands of the parties and the proposals made by them in negotiations are stated in the opinion in connection with the discussion and decision as to each issue.

Leelanau County is in itself a peninsula located in the upper northwestern part of the lower peninsula of Michigan. It has a permanent population of about 11,000 residents, with a transient summer population of some 680,000 tourists. The County has no State Police Post. No municipality in the Township maintains a police force, with the result that the Sheriff's Department has sole responsibility for the policing and patrolling of some 364 square miles of territory plus supervision of the waterways in the County. Nine full time sheriff's officers are employed, who in 1972 responded to and investigated some 5,000 complaints.

In view of the local pattern it was necessary to make comparison with Sheriff's departments in other counties, an unsatisfactory process at best, since each county has its own peculiar policing problems and industrial, agricultural and tourist composition, which vary in important respects from county to county. Comparisons are thus at best incomplete and amorphous. The parties have done their best

to present their cases within the limitations involved and the panel has made its determination with the similitudes and lack of similitudes in mind.

The Board has rendered valuable assistance in this matter by circulating a questionnaire among a number of neighboring counties which were submitted to the panel for comparative study.

Issue No. 1
Eye and Dental Insurance

The Teamsters Union has established a group insurance plan to provide eye and dental care to its members and their dependents. It proposes that the employer pay the full cost of the eye and dental care program as offered by the Teamsters for the member employees and their dependents. The cost to the employer for full coverage would be \$3.00 per week.

The County has denied this request.

A study of the eye and dental care program in the various counties for which information has been submitted shows that Emmet County provides safety glasses to employees to protect their prescription lenses. Otsego and Antrim County supply the eye and dental care program by contract with Teamsters Local 214. Those contracts provide that \$3.00 per week shall be deducted from the employee's salary and remitted in payment of the program. Nine other counties have no such program.

It cannot be disputed that eye and dental care insurance coverage is a valuable asset to anyone. There is no doubt that these

employees would find such a program economically valuable. The problem is, however, that it is not supplied in any of the counties examined except for two, and in those two the employee pays his own premiums, although the County acts as transmission agent.

I see no compelling reason why the County should pioneer in this respect and I therefore concur with the County that the request should be denied.

Mr. Borsch concurs. Mr. Gully dissents.

Issue No. 2
Life Insurance

The County presently provides, at its own cost, life insurance in the face amount of \$6,000 for all full time employees and in the amount of \$3,000 for part time employees.

The County has offered to increase the life insurance for full time employees to \$10,000 and for part time employees to \$5,000. The Union has accepted the proposal with the request that it be incorporated into this award.

The panel unanimously approves the increased life insurance proposal.

Issue No. 3
Hospitalization Insurance

The employer presently provides, at its own cost, MVF-1 Blue Cross/Blue Shield insurance coverage plus a drug and prescription plan with a \$2.00 deductible rider for all full time employees.

The Union points to the tremendous increase in medical fees and hospital costs. In these times, it is argued, the MVF-1 plan is inadequate. The nature of the law enforcement officer's work takes him on highways and roads in bad weather conditions and exposes him to communicable diseases and to high risk danger. The Union therefore asks that the Blue Cross/Blue Shield plan be amended to provide for the MVF-2 plan with master medical rider. The County has rejected the request.

While I appreciate the desirability of an improved hospitalization plan, I feel that the employees here are protected with reasonable adequacy in the event that they require medical or hospital service. Blue Cross/Blue Shield costs have increased substantially, and the medical service is currently demanding a further increase in rates. Particularly because of the unpredictable monetary cost of the proposed program, I recommend that the hospitalization program presently provided by the County be continued without change.

Mr. Borsch concurs. Mr. Gully dissents.

Issue No. 4
Gun Allowance

The County presently requires that all officers of the Sheriff's Department carry weapons both on and off duty. The officers provide their own weapons at their own cost.

The Union asks that the employer furnish a service revolver to all deputies. As it is mandatory that the officers also carry off duty weapons, and as the standard service revolver is too large and

bulky for off duty use, the Union also requests that the employer furnish a small off duty weapon of the Smith and Wesson 2" barrel type. It is further requested that each officer be granted a \$365 per year gun allowance to compensate for carrying weapons off duty. The County has rejected the proposal in full.

I see no point at this time in directing that the County provide weapons for officers on the force. They have already purchased their weapons and are therefore armed as required. The only purpose in directing that the County provide the weapons would be to reimburse the employees. I do not believe that the reimbursement should be required.

On the other hand, I do agree that officers should be compensated for the inconvenience of carrying weapons when off duty. I consider \$365 per year somewhat excessive, but I think that a fair gun allowance would be \$100 per year.

I therefore propose that the Board pay to each officer a gun allowance of \$100 per year. The time during the year when the payment should be made may be left to the Board's discretion and convenience, except that the full gun allowance shall be paid in this year for the year 1973.

Mr. Borsch and Mr. Gully concur.

Issue No. 5
Vacations

The present vacation schedule in the Sheriff's Department is five working days for one year of service, ten working days for two years of service and fifteen working days after five years of

service. The Union asks that it be increased to ten working days after one year; fifteen working days after five years and twenty working days after ten years. The Board has rejected the proposal.

A study of the vacation programs in the various counties which submitted questionnaires indicates that this county's vacation program compares favorably with the others listed. In a number of counties it is substantially the same as provided here, except that an additional week is granted after ten years of service. That additional time is not pertinent here, since only one of the deputies is close to that length of seniority. I recommend a minor improvement in the program: six working days after one year of service; twelve working days after two years; and eighteen working days after five years.

Mr. Borsch and Mr. Gully concur.

Issue No. 6
Holidays

The present practice in the Sheriff's Department is to grant employees seven paid holidays per year. An employee required to work on a holiday is paid time and one half for hours worked plus an additional day off as compensatory time.

The Union now asks that the Board allow four additional holidays for a total of eleven and that employees working on a holiday be compensated at time and one half for hours worked plus holiday pay or, at his option, a compensatory day off. The Board has refused the request.

The Union points out that of employees in the 10,000-25,000 population bracket as reported by the Michigan Municipal League, over 98% of the cities pay time and one half plus holiday pay if the employee is required to work the holiday. Of 37 cities in that population bracket the average holiday allowance is 10 days per year.

I have examined the holiday programs of the various counties replying to the questionnaires. Three of the twelve counties did not show their holiday program. One county allowed fourteen days, four nine days, one seven days and two six days. The average of those counties reporting is 8.6 days per year.

I believe it only fair that the County holiday program approach more closely to the average of the reported counties. I therefore recommend that the holiday program be increased from seven to nine days. The two additional holidays are Lincoln's Birthday and Veteran's Day.

Mr. Borsch and Mr. Gully concur.

Issue No. 7
Payment of Sick Leave Accumulation

The present sick leave program and method of accumulation is satisfactory to the Union. It asks only that the County pay 100% of unused sick leave to employees upon quit, retirement or death. It claims that over 90% of the cities shown by the Michigan Municipal League in the 10,000 to 25,000 bracket pay accumulated sick leave upon death or retirement. The County has denied the request.

I can appreciate the County's position in this matter. The County has agreed to pay its employees for a number of days of absence when the absence is due to illness. It feels that the employee should not be paid for staying healthy and attending to his job, as he is paid to do in the first place.

On the other hand, there is a natural human tendency to consume sick leave days even when not needed in order to gain additional free time. Many public employers today pay for some or all of accumulated sick leave upon retirement or death in order to induce the employee to stay on the job and accumulate the days toward a cash bonus, rather than take the time off because it is paid time and will be lost if not consumed.

I do not agree that an employee should be compensated by payment for accumulated sick leave upon voluntarily separating from the force. On the other hand, an employee who retires, or his family in the case of death, should be compensated for his devotion to duty. I therefore recommend that employees be paid one half of accumulated unused sick leave upon retirement or death to a maximum of 60 sick leave days.

Mr. Borsch and Mr. Gully concur.

Issue No. 8
Clothing Allowance

The County has offered to increase the present clothing maintenance allowance to \$125 for full time employees and \$50 for part time employees.

The Union has accepted the proposal as to part time employees, but asks that full time employees be allowed a clothing maintenance allowance of \$150 per year.

A check of the various county provisions indicates considerable variance. A substantial number supply clothing as needed. Arenac County pays \$50 and Mason County \$150 toward maintenance. Montmorency County pays all cleaning bills.

I consider a fair offer to be \$150 for full time employees and \$50 for part time employees.

Mr. Borsch and Mr. Gully concur.

Issue No. 9
Improved Pensions

The employees in this department are covered by the Michigan Employment Retirement System. Under this plan a police officer, in order to qualify and receive full benefits, must attain the age of 65. The Union argues that a police officer at the age of 65 or even at age 55, unless assigned to a desk job, does not have the physical ability to cope with the sociological demands of the human disciplines which are required of a police officer. The Union therefore requests that the employer set aside \$0.10 per hour, based on 2,080 hours per year, as a supplemental pension which would enable the employee to retire at an earlier age on a more adequate retirement income. The Board has denied the request.

While the Union's proposal is not unreasonable, I feel that it would unduly burden the County financially. Pensions, as the cities of Detroit and Dearborn are currently well aware, have a way of getting out of hand and costing far more than was anticipated when the original

proposals were presented. I am of the opinion that the Board should adhere to the Michigan Employment Retirement System and that it make such improvements in the future as the System itself dictates, without supplementary contributions. I therefore recommend that the proposal be denied.

Mr. Borsch concurs. Mr. Gully dissents.

Issue No. 10
Work Week

The present work week in the Leelanau County Sheriff's Department is 44 hours per week, with overtime paid after 44 hours.

The Union argues that the 44 hour week is antiquated and unrealistic in these times. All police agencies listed by the Michigan Municipal League in the 10,000-25,000 population bracket work a standard 40 hour week. The Board has denied the proposal.

The questionnaires submitted by the various counties show two besides Leelanau maintaining a 44 hour work week. Lake County works its deputies 42-1/2 hours, while Charlevoix and Mason operate on a 42 hour basis. Emmet, Arenac, Iosco, Roscommon and Otsego have a 40 hour work week. Missaukee, with only one deputy, arranges to have him work full time on a call basis.

It is obvious that the trend is towards a 40 hour week and that the counties in the northern part of the lower peninsula are all tending in that direction. I appreciate that an immediate reduction in Leelanau County to 40 hours per week would automatically precipitate

a ten percent increase in cost of operations. Nonetheless, the trend is inevitable, and the County would be wise to lean with the winds of change.

I propose that hours of work be reduced to 42 hours per week, effective thirty days from the date of the accompanying award, without loss of pay and without retroactive reimbursement.

Mr. Borsch concurs. Mr. Gully dissents.

Issue No. 11
Agency Shop

The Union asks that an agency shop be instituted in the event it becomes legal in this state. The County has made no response with respect to this proposal.

As I understand it, a bill authorizing an agency shop in public employment has been passed by both houses of the state legislature and has been signed by the governor. I propose that the agency shop provision be incorporated into this agreement upon such terms and conditions as are authorized by the enabling act.

Mr. Borsch and Mr. Gully concur.

Issue No. 12
Longevity

The Union contends that longevity payment is common in all governmental agencies in the State of Michigan as an incentive for senior employees to continue with the service. It asks that

a longevity plan be established to pay employees with one to five years of service 2-1/2% of base rate; five to ten years of service, 4% of base rate; ten to fifteen years of service, 6% of base rate; and fifteen to twenty years of service, 8% of base rate. The employer has rejected any longevity payments to its employees.

Michigan Municipal League reports that a substantial number of cities in the 10,000 to 25,000 bracket provide a longevity plan for their employees.

Of the counties replying to the questionnaire, only Lake County maintains a longevity program. It pays 3% at five years of employment; 5% at ten years; 7% at fifteen years; 9% at twenty years and 11% at twenty-five years or longer. Roscommon County pays \$25 as a longevity payment after two years of service. None of the other counties has a longevity program in effect.

While I agree in principle with the philosophy of longevity payments, I believe that at this time it would be better to forego a longevity program and devote the available funds to direct wage increases. I therefore deny the request.

Mr. Borsch concurs. Mr. Gully dissents.

Issue No. 13
Physical Examinations

The Board has made one proposal for inclusion in the proposed collective bargaining agreement - that deputy sheriffs undertake an annual physical examination at County expense. It was reported that

there was little discussion of the matter at the bargaining table. The Union has not agreed to it, for fear that it will be used to harass individual employees.

It would appear that an annual physical examination should be highly desirable to the members of this Union. While it is possible, of course, that such an examination might disclose a physical defect which would affect a deputy's continued employment on his job, it would also help to lengthen his life span, which to my mind is far more important. I therefore propose that the Board's request be granted and that all deputies be required to undertake an annual physical examination at County expense.

Mr. Borsch and Mr. Gully concur.

Issue No. 14
Wages

The County is an agricultural community of approximately 11,000 permanent residents. In the summer months, however, it sustains an influx of 680,000 tourists. Of these, about 68,950 are overnight guests while 570,250 are day users. It has been forced to turn away campers and day users because of lack of space. In 1972 there were 2210 migrant workers lodged in 81 camp sites in the months of June through October.

The County reported 5,000 Part 1 crimes through October, 1972. There were no murders reported, but there were 10 rape cases, 10 armed robbery, 96 aggravated assault, 878 burglary, 1,003 larceny over \$50 and 95 auto thefts. All these problems must be handled by

9 deputies plus a part time marine deputy, without any back up units, although State police aid may be requested. There are no local police nor state police units in the County. There is no fire department apart from volunteer groups.

The summer surge of tourists is duplicated to a lesser extent in the winter, now that skiing and snowmobiling have become so popular. The area is, however, of persistent, though not substantial, unemployment, as reported by the US Department of Labor. The Michigan Employment Security Commission estimates that the County had approximately 10% unemployment in February, 1973.

Average earnings in 1972 throughout the State of Michigan fluctuated from \$4.83 to \$5.03 per hour. In Leelanau County the median household effective buying income for 1972 was \$6737. A 1972 survey of buying power, distributed by the Traverse City Area Chamber of Commerce, reports that 21.2% of the residents earned up to \$3,000; 15.2% earned \$3,000 to \$5,000; 23.9% earned \$5,000 to \$8,000; 14.6% earned \$8,000 to \$10,000; 15.1% earned \$10,000 to \$15,000 and 10% earned \$15,000 and over. Reverting to the questionnaires reported by the various counties, the maximum 1973 scale for sheriff's deputies ranges from \$6,300 to \$8,500 per year. The adjoining Grand Traverse County, which did not submit a questionnaire, pays a deputy a maximum salary of \$9,022. The Union notes that the Michigan Municipal League survey of cities in the 10,000 to 25,000 category pay an average annual police patrolman's salary of \$11,046. Leelanau's present salary of \$8,229 is \$2,817 below the average rate.

It is also pointed out that the League survey discloses a differential between patrolmen and sergeant salary of \$700. The present sergeant scale in Leelanau County of \$8,440 is \$3,306 below the average rate.

The Union argues that Traverse City is the primary shopping center for Leelanau County. State Troopers posted there are paid \$13,800. City police patrolmen receive \$8,900, and have been offered a 6.5% increase as at July 1, 1973. These deputies, with comparable costs, should be paid comparable salaries.

The Union originally demanded that the County meet the average salary rates established in Area III. It asked that deputies receive \$11,046 at the three year maximum, sergeants be paid \$11,746 and full time dispatchers \$10,604. All part time dispatchers, deputies and marine officers should receive an 8% salary adjustment.

The final proposal made by the Union was \$9,700 at maximum for deputies; \$8,600 at maximum for dispatchers; \$10,200 for sergeants and a 10% increase across the board for part time employees.

The Board has offered a 6% increase across the board. It points out that the January, 1973 cost of living index for all cities showed a 3.7% increase over the previous year. The State Compensation Advisory Board has recommended that state employees receive an increase of 3.8%. The Sheriff's salary is \$9,464 for 1973. The demands of the Union would be completely out of line with other counties. The questionnaires submitted by the various counties show average rates running from \$3.28 to \$4.00 per hour. Any adjustment outside of that wage scale would be considered unreasonable.

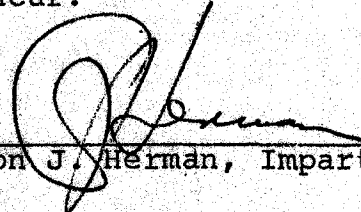
I am fully aware that this is an agricultural area which would in normal circumstances be substantially free of crime and violence. Unfortunately, the mobility of the urban population no longer frees the countryside from urban problems. The great number of people infiltrating the county in the summertime, and in the winter as well, has brought with it an avalanche of rape, burglaries, auto thefts, larcenies and the like which heavily tax a comparatively small police force patrolling such a large area without assistance from local and generally from state police. The increases in the cost of living have spiraled to a point far more burdensome than appear from the cold and outdated statistical figures and have undoubtedly affected the lives of deputies and their families. The latest report through May puts the increase for this year at 9.2%.

I therefore recommend that salaries of deputies be increased by 8% of the 1972 rate for a total at maximum of \$8,887 for the first six months of the contract year effective January 1, 1973; and that they be increased an additional 2% of the 1972 rate for the second six months of 1973 to a total of \$9,052 at deputy maximum.

I further recommend that the wages of sergeants and full time dispatchers be increased for the same period by the same percentages. Ranks below full time deputies shall receive the same percentage increases. Part time employees shall receive an increase of 6% effective January 1, 1973.

Retroactive pay due employees shall be paid within 90 days from the date hereof. No interest is awarded.

Mr. Borsch and Mr. Gully concur.



Leon J. Herman, Impartial Chairman

Southfield, Michigan
June 26, 1973

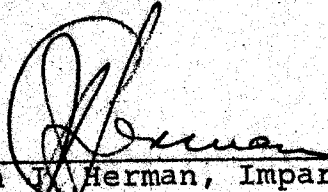
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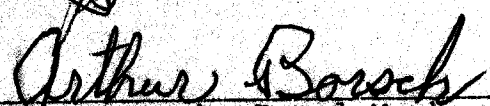
The panel of arbitrators hereby makes the following award:

- Issue No. 1 The Union's request for County paid eye and dental insurance is denied.
- Mr. Borsch concurs. Mr. Gully dissents.
- Issue No. 2 The panel unanimously directs that the County provide, at its own expense, life insurance coverage to full time employee members of the Union in the face amount of \$10,000 and to part time employee members of the Union in the face amount of \$5,000.
- Issue No. 3 The Union's request for changes in the currently provided hospital insurance program is denied.
- Mr. Borsch concurs. Mr. Gully dissents.
- Issue No. 4 The panel unanimously directs that the County pay each weapon carrying officer a gun allowance of \$100 per year, payable in this year for 1973. The request that the County furnish weapons is denied.
- Issue No. 5 The panel unanimously directs that the vacation program be amended to provide six working days after one year of service; twelve working days after two years of service; and eighteen working days after five years of service.
- Issue No. 6 The panel unanimously directs that Lincoln's Birthday and Veteran's Day be added as recognized holidays for a total of nine holidays.
- Issue No. 7 The panel unanimously directs the County to pay an employee member of the Union upon retirement, or to his heirs upon death, all accumulated unused sick leave to a maximum of sixty days. No payment shall be made upon discharge or voluntary quit.
- Issue No. 8 The panel unanimously directs that the County pay full time employee members of the Union a clothing allowance of \$150 and part time employee members a clothing allowance of \$50.

- Issue No. 9 The Union's request for improved pensions is denied.
Mr. Borsch concurs. Mr. Gully dissents.
- Issue No. 10 The County is directed to reduce the work week of the
employee members of the Union to 42 hours, effective
with the beginning of the work week nearest to 30 days
from the date hereof.
Mr. Borsch concurs. Mr. Gully dissents.
- Issue No. 11 The panel unanimously directs that an agency shop
provision, upon such terms and conditions as are
authorized by law, be incorporated into the contract
between the parties.
- Issue No. 12 The Union's request for longevity payment is denied.
Mr. Borsch concurs. Mr. Gully dissents.
- Issue No. 13 The panel unanimously directs that the County may
require all (but not less than all) employee members
of the Union undergo an annual physical examination
at County expense.
- Issue No. 14 The panel unanimously recommends that all full time
deputies and sergeants receive a pay increase of 8%
effective January 1, 1973 and a further increase of
2% of the appropriate 1972 salary rate effective
July 1, 1973. Part time deputies shall receive an
increase of 6% effective January 1, 1973. Retro-
active pay shall be paid within 90 days from the
date hereof. No interest on retroactive pay is
awarded.

By their signatures hereto the panel members express their
concurrence or dissent as above stated.


Leon T. Herman, Impartial Chairman


Arthur Borsch, Panel Member


Paul Gully, Panel Member

June 26, 1973