

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

2/27/76  
ARB  
C:1

*Lenawee County of*

In the Matter of:

COUNTY OF LENAWEE, MICHIGAN

-and-

TEAMSTERS LOCAL NO. 214

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

FINDINGS OF FACT, OPINION AND AWARD  
Pursuant to Act 312, Public Acts of 1969, as amended

ARBITRATION PANEL

Leon J. Herman, Impartial Chairman  
Henry Earle, III, County Designee  
Paul Gully, Union Designee

Issued February 27, 1976

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University  
AUG 19 1976

This is a proceeding in arbitration pursuant to Act 312 of Public Acts of 1969 as amended. Henry Earle, III, was named by the County as its designee to the Panel. Paul Gully was appointed by the Union as its designee. On March 21, 1975 the undersigned, Leon J. Herman, was appointed by the parties as Impartial Chairman of the Arbitration Panel. A hearing was originally set for May 16, 1975 but was then adjourned to July 20 and again to September 2, 1975, to await the determination by the Michigan State Supreme Court of the constitutionality of Act 312 in the then pending Dearborn case. Following that decision a request was made for, and confirmation of the appointment of the Chairman was made by the Michigan Employment Relations Commission on August 12, 1975.

The County and Local 214 of the Teamsters Union were party to a three-year collective bargaining agreement terminating December 31, 1975. This proceeding was instituted pursuant to a reopening provision in the contract at the end of its second year, on December 31, 1974. A hearing was held and testimony taken on September 2, 1975 at the County Courthouse, Adrian, Michigan. A verbatim record of the proceedings was made and a transcript delivered to the Panel. Thereafter a conference between the members of the Panel of Arbitrators was held on December 29, 1975.

In the course of the proceeding, David P. Wood, Esquire, represented the County of Lenawee, and Joseph Valenti, President

of Teamsters Local 214, appeared on behalf of the Union.

Testimony on behalf of the Union was presented by Joseph Valenti, and on behalf of the County by Mr. Wood and Mr. Earle. Ten exhibits were submitted. The transcript consists of 62 pages.

Both parties entered in good faith into the proceeding. The County reserved the right to question the constitutionality of the Act, but apart from this 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.

The Union represents 58 employees in the Lenawee County Sheriff's Department, including deputies, detectives, dog wardens and clerical employees. The County, in the course of the hearing, waived any question of jurisdiction of the Panel over dog wardens and clerical employees. All issues were presented for resolution by the Arbitration Panel:

1. Wages
2. Pension benefits
3. Vacations
4. The effective date of wages, pension benefits and vacations.

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.

Wages

The parties agreed that discussion in the hearing would be centered upon the maximum deputy sheriff salary and that other salaries would be determined in relation thereto. The present maximum deputy salary in the Lenawee County Sheriff's Department is \$11,025. The County's final offer, made at the hearing and unchanged since, is an across the board increase of six percent, which would place the maximum deputy salary at \$11,687, effective as of the date the Panel made its determination.

The Union proposed a wage increase of \$1,031, effective January 1, 1975, and an additional \$1,031, effective July 1, 1975. The County has computed the Union's offer as an 18.7 percent increase, which at the second step would amount to \$13,087. It was further proposed that the same percentage increase be given to all other employees in the Sheriff's Department.

At the conference of the Panel the Union representative amended the proposal of the Union and asked that an increase of 14 percent across the board be granted to all employees, retroactive to January 1, 1975.

The Chairman expressed dissatisfaction with both proposals. It was his feeling that the six percent offer of the County was far too low in light of the increases in cost of living which have faced these employees. On the other hand, he felt that a 14 percent increase was excessive.

The Sheriff's budget has been increased only slightly

from \$723,190 in 1974 to \$746,455 in 1975. There has been no question raised of the County's ability to pay higher salaries. Nonetheless, the Chairman felt that a 14 percent increase was excessive in the circumstances.

He therefore recommended, pursuant to Section 7a of Act 312, that the parties reconsider their position; that the representative of each party consult with his constituents; and that a revised final offer be submitted. As a suggestion, the Chairman proposed that an increase of 8.9 percent would be deemed reasonable in the circumstances.

The County representative reported that the County remained firm in its six percent increase offer but was willing to pay the increase retroactively to January 1, 1975.

The Union representative reported that his people would accept a ten percent increase across the board, retroactive to January 1, 1975.

An increase of ten percent would bring the deputies' maximum salary to about \$12,128.

The Sheriff's Department in Lenawee County patrols 753 square miles. It has been pointed out that as of the beginning of the year Hillsdale, with 600 miles patrolled, paid its deputies \$8,900; Jackson, with 698 miles, paid \$12,529; Washtenaw, with 711 miles, paid \$15,840; Monroe, with 557 miles, paid \$13,500. The Union computes the average to be \$12,942.

The County countered by showing that deputies in Lenawee County reach their maximum salary rate after two years, whereas

in Washtenaw County it takes six years to reach top pay. In Monroe, Jackson and Eaton County it takes five years to reach top pay. In Hillsdale and Bay County it takes four years; in Midland County three years. Furthermore, Jackson, Hillsdale, Monroe and Washtenaw Counties have far greater equalized valuations than does Lenawee and can well afford to pay more money than does Lenawee. In Adrian, the County seat, police receive a maximum of \$11,492. At American Chain and Cable Company in Adrian private guards are paid \$9,649 for a 2,080 hour year.

Since all the issues herein involve economics, the Panel has no choice but to select one of the two offers. For reasons stated above, the Chairman recommends that the ten percent offer of the Union be adopted. Mr. Gully concurs; Mr. Earle concurs.

#### Pensions

The County has established for all other employees a County-wide revised pension plan, which calls for contribution by the employees of \$6 a month and by the County of \$21 per month per employee. The revised County plan went into effect January 1, 1976.

Under the revised plan deputies, detectives and dog wardens could retire at age 60 and other employees at age 65. Employees would receive \$6 per month for each year of credited service. The cost of the improved program in the Sheriff's Department will be approximately \$8,000.

The Union has proposed that employees may retire when the total of their years of service, not less than 30, plus the employee's age, equals 85. Retirement allowance will be based upon a formula which is the average of the employee's best five years of pay out of the previous ten years of employment. Payment shall be 35 percent of the sum so computed.

The County has been informed by its insurer that the minimum deposit for the cost of the Union's pension demands will be \$64,831.

The Chairman sees two factors which militate against adoption of the Union's pension proposal. For one thing, it would be extremely difficult, if not impossible, to administer two different sets of pension plans for County employees. It would also be prohibitively expensive to provide a separate pension plan for a small group of employees, as distinguished from the entire County-wide roster.

Secondly, it is the feeling of the Chairman that a pension plan is a highly complex matter requiring actuarial testimony and exhibits. Testimony covering only the highlights of the plan, particularly in result, are hardly sufficient to provide all the details which are needed to determine the propriety and validity of a pension plan.

The Chairman therefore recommends that the County's pension plan be adopted as of January 1, 1976. Should the Union desire further improvements, it may pursue them in negotiations

for the succeeding agreement. Mr. Earle concurs, Mr. Gully dissents.

#### Vacations

At the present time Lenawee County Sheriff's Department provides two weeks' vacation after one year of service, and three weeks' vacation after ten years of service.

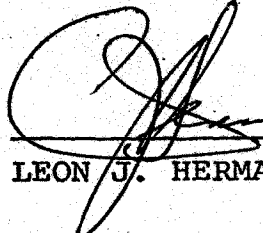
The Union has no quarrel with the provision for two weeks' vacation after one year of service. It proposes that employees who have completed five years of service receive three weeks' vacation and that employees who have completed ten years of service receive four weeks' vacation.

The County's final offer on vacation is two weeks after one year and three weeks after eight years. All nonunion Lenawee County employees receive the same vacation program. It was emphasized that no deputy in the Lenawee County Sheriff's Department had, as of the date of the hearing, more than eight years of seniority. None of the unionized employees outside the Sheriff's Department have a better vacation plan than that proposed by the County.

The Chairman is of the opinion that in the circumstances, particularly in light of the fact that no employee has had no more than eight years of employment, the County's vacation proposal is fair and reasonable and should be adopted. It is further recommended that the vacation proposal, as amended, take effect as of January 1, 1976. Mr. Earle concurs; Mr. Gully dissents.

Effective Date

This matter has been covered in each of the three preceding issues and requires no further discussion.



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LEON J. HERMAN, Chairman


Southfield, Michigan  
February 13, 1976

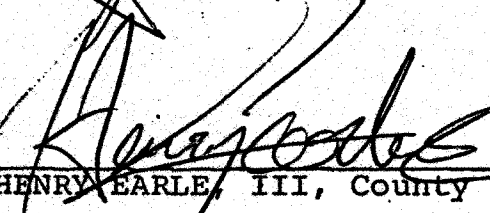
A W A R D

The panel of arbitrators herein, by majority vote as indicated in the foregoing Opinion, do hereby award as follows:

1. The employees of the Lenawee County Sheriff's Department, members of the above named bargaining unit, are awarded a wage increase of ten percent (10%) per annum, effective as of January 1, 1975. Retroactive pay due shall be paid within sixty (60) days from the date hereof.
2. The pension plan covering said employees is to be amended to accord with the County-wide pension plan presently in effect, to be effective as to these employees as of January 1, 1976.
3. Employees shall receive annual vacations of two (2) weeks after one (1) year of service and three (3) weeks after eight (8) years of service, to take effect during the year beginning January 1, 1976.

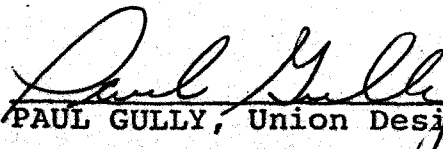
Detroit, Michigan  
February 13, 1976

  
LEON J. HERMAN, Chairman

  
HENRY EARLE, III, County Designee

I concur as to Item 1 and dissent  
as to Items 2 and 3

Southfield, Michigan  
February 27, 1976

  
PAUL GULLY, Union Designee