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11/22/73  
ARB

## STATE OF MICHIGAN

OFFICE OF THE  
SHERIFF  
STATE OF MICHIGAN

## Compulsory Arbitration Between:

COUNTY OF MACOMB AND THE MACOMB )  
COUNTY SHERIFF'S DEPARTMENT )

-and-

AFSCME, LOCAL NOS. 1277 and )  
1917 )Arbitration Arising Under  
Act. No. 312, Public Acts  
of 1969

1/22/73

## INTRODUCTION

This arbitration proceeding has been conducted pursuant to Act No. 312, Michigan Public Acts of 1969, and upon the initiation of the parties.

On March 14, 1972, Robert G. Howlett, Chairman of the Michigan Employment Relations Commission, designated Harry T. Edwards to act as the impartial arbitrator in this matter (Jt. Ex. 5).

The three members of the Arbitration Panel were: Harry Burt (Union Delegate); Earl R. Boonstra, Esq. (County Delegate); and Harry T. Edwards (Impartial Chairman).

Three hearings were held in the instant arbitration matter, on April 27, September 15 and September 30, 1972; a transcript of the proceedings was made at the September 15 and 30 hearings.

During the course of these proceedings, the parties submitted written pre-hearing statements and post-hearing briefs. Approximately thirty-two issues were raised by the parties for resolution by the Arbitration Panel.

Although there were two separate local unions and two separate bargaining relationships here involved, the issues presented were consolidated for hearing and resolution. One of the bargaining relationships involves the January 1, 1971 agreement between the County of Macomb, hereinafter referred to as the Employer, and the International Union of the American Federation of State, County and Municipal Employees, and Council 23 and its affiliate Local Union Number 1917, on behalf of all Sheriff Department Employees, excluding the Deputies, Clerical, Matrons, Teletype Operators only. (Jt. Ex. 4); this agreement, which extended for one

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year the parties' January 1, 1970 contract (Jt. Ex. 3), expired on December 31, 1971.

The other bargaining relationship involves the January 1, 1971 agreement between the County of Macomb and the International Union of the American Federation of State, County and Municipal Employees, and Council 23 and its affiliate Local Union No. 1277, on behalf of all Sheriff Department employees, excluding the Sheriff, Undersheriff, Inspector, Lieutenants, Detectives, Sergeants and Corporals only (Jt. Ex. 2); this agreement, which extended for one year the parties' January 1, 1970 contract (Jt. Ex. 1), expired on December 31, 1971.

#### APPEARANCES

For the County: Alfred A. Blomberg, Esq.  
Appearing for and on behalf  
of the County of Macomb.

For the Unions: George Maurer, Esq.,  
Zwerdling, Maurer, Diggs and Papp,  
Appearing for and on behalf  
of AFSCME Local Union Nos. 1277 & 1917

#### OPINION

After due deliberation and consideration of the matters here in issue, the Arbitration Panel has, on the basis of competent, material and substantial evidence on the record as a whole, reached a unanimous and final judgement in this case.

Since the Arbitration Panel was able to reach a unanimous decision on every issue in dispute, it was agreed that it would be unnecessary for the Chairman to state in detail all of the specific findings of fact, conclusions and rationale relied upon by the Panel in resolving each of the issues here in dispute. However, it should be noted that, before reaching a judgement in the arbitration matter, the Arbitration Panel carefully weighed all of the evidence in the record, including the transcripts of oral testimony, briefs, contracts from neighboring cities and counties, and all other exhibits in evidence. In considering the evidence at hand, the Panel paid heed to and was strictly guided by the explicit mandate of Section 9 of Act No. 312, which states, in relevant part, that:

"...the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

(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."

Pursuant to this statutory mandate, the Panel has unanimously concluded that the items which are listed below shall constitute the final terms of settlement between the parties.

Therefore, consistent with the lawful authority vested in the Arbitration Panel, it is hereby ordered that the instant dispute shall be resolved and settled on the terms and conditions and in the manner as hereafter indicated:

A. Longevity Compensation (Issue #2) -

It is hereby ordered that the parties shall amend Section 20, Sub paragraph 2-(d) to read, as follows: "The compensation used as a basis for computation of longevity for EMPLOYEES shall be based on a rate of the annual salary, not exceeding \$10,000...."

B. Medical Insurance (Issue #5) -

It is hereby ordered that the parties shall amend the applicable terms of the contracts to provide that the Employer shall pay the full cost of the "drug rider" under the existing insurance program.

C. Group Life Insurance (Issue #8) -

It is hereby ordered that the parties shall amend Section 17-A to provide \$10,000 death benefit life insurance and \$5,000 additional accidental death and/or dismemberment benefit, effective 1/1/73.

D. Salary Increments (Issue #9) -

It is hereby ordered that the parties shall amend Section 13-B to provide that, effective January 1, 1973, employees shall progress from the minimum to the maximum salary level within four years after employment. (The parties shall continue their existing practice of paying salary increments every 26 weeks until the maximum salary level is reached.)

E. Practice Ammunition (Issue #12) -

It is hereby ordered that the County shall give a Letter of Understanding to the Unions ensuring that a minimum of 50 rounds of practice ammunition will be made available to each Deputy, Corporal, Sergeant and officer for target practice each year.

F. Sick Leave (Issue #14) -

It is hereby ordered that the parties shall amend Section 15-K(1) to provide for payment of 75% of accumulated and unused sick leave in the event of retirement or death, effective as of January 1, 1973.

G. Salary Inequity Payment for I.D. Technicians (Issue #15) -

It is hereby ordered that, effective as of January 1, 1972, the yearly minimum and maximum salary levels for the I.D. Technician II classification will be \$5,773 and \$7,492, respectively; and the yearly minimum and maximum salary levels for the I.D. Technician III classification will be \$6,225 and \$7,945, respectively. (These figures represent inequity

adjustments of 2-1/2% over and above the 5-1/2% increases already granted to I.D. Technicians for 1972.) Employees working in these classifications during the period between January 1 and December 31, 1972 shall be entitled to back pay, reflecting these adjustments, retroactive to January 1, 1972.

H. Salary Inequity Adjustments for Matrons (Issue #17) -

It is hereby ordered that, effective as of January 1, 1972, the salary for the Matron classification shall be fixed at a flat rate of \$8,500 per year; employees working in the Matron classification during the period between January 1 and December 31, 1972 shall be entitled to back pay, reflecting this adjustment, retroactive to January 1, 1972. Effective January 1, 1973, all Matrons shall be paid a flat rate of \$8,925 per year.

I. Clothing Allowance (Issue #18) -

It is hereby ordered that, effective retroactive to January 1, 1972, the parties shall amend Section 27 to provide that Matrons be paid a uniform allowance of \$225 per year, comparable to that received by Deputies, Corporals, Sergeants and officers. It is further ordered that, effective as of January 1, 1973, the existing uniform allowance for all employees, including Deputies, Matrons, Turnkeys, Medical Turnkeys, Corporals, Sergeants and officers, shall be increased to \$235 per year.

J. Annual Leave (Vacations) (Issue #21) -

It is hereby ordered that, effective retroactive to January 1, 1972, the parties shall amend Section 14 to provide 12 days of vacation after three consecutive years of service.

K. Discharge Hearing (Issue #29) -

It is hereby ordered that the parties shall add a new clause in the collective bargaining agreements to provide that no employee shall be peremptorily discharged from employment. The clause shall specify that the employer may provisionally discharge an employee, for proper cause, for a period not to exceed 5 calendar days; during the period of provisional discharge, the employee may if he believes

that he has been unjustly dealt with, request a hearing and statement of the offense before his department superiors with or without representation. Such a hearing shall be held within 5 calendar days after the date of such request; if the employee does not request a hearing within the 5-day provisional discharge period, the discharge shall become final. Notice of provisional discharge shall be given in writing to the employee affected and to the Union.

L. Establishment of a New "Turnkey" Classification  
(Issue County #1) -

It is hereby ordered that, effective as of January 31, 1973, the parties shall establish a new classification of "Turnkey" for employees who are permanently assigned to the job of routine security, custody and maintenance of prisoners, including searching prisoners admitted to the jail; transporting prisoners to authorized places; inspecting cells to keep order and detect signs of trouble; and distributing meals, bedding and supplies of prisoners. The salary for the Turnkey classification shall be fixed at a flat rate of \$8,925 per year. Any Deputy who is currently working full time and on a permanent basis performing the responsibilities of a Turnkey, shall be red circled and shall suffer no loss in pay or job status by virtue of the creation of this new classification; however, the County may assign such Deputies who are currently performing the responsibilities of Turnkey to full time openings as Deputies when such full time openings arise.

M. Establishment of a New "Medical Turnkey" Classification  
(Issue County #2) -

It is hereby ordered that, effective January 31, 1973, the parties shall establish a new classification of "Medical Turnkey" for all employees (both male and female) who are permanently assigned to the job of routine security, custody and care of prisoners detained in the infirmary facility, including Supervising the conduct of prisoners, administering authorized medications and injections; recording temperature, pulse, and respiration rate of ill prisoners; and changing beds, serving meals, and giving enemas and catheterizations. The salary for the "Medical Turnkey" classification shall be fixed at a flat rate of \$9,450 per year. Any Deputy who is currently working full time and on a permanent basis performing the responsibilities of a

Medical Turnkey, shall be red circled and shall suffer no loss in pay or job status by virtue of the creation of this new classification; however, the County may assign such Deputies who are currently performing the responsibilities of Medical Turnkey to full time openings as Deputies when such full time openings arise.

N. Salary Adjustments (Issue #16) -

It is hereby ordered that the yearly minimum and maximum salaries for the classifications covered by the instant bargaining relationships shall be adjusted as indicated in Appendix A and Appendix B. 1/

O. Term of the Agreements -

It is hereby ordered that the parties shall execute new collective bargaining agreements, incorporating the terms and conditions of this arbitration award as hereinabove specified. These new agreements shall run for two (2) years, effective from January 1, 1972 through December 31, 1973.

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1/ Special Notes Regarding Salary Adjustments:

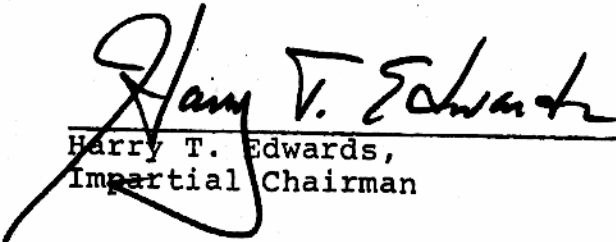
- (1) The special adjustments for the "Minimum" salary for Deputies are intended to represent a "catch-up."
- (2) The Matron salary has been adjusted to make it comparable to the salary for the "Turnkey."
- (3) Since the Typist Clerks II and III, Steno Clerk II, Typist Clerk II - Alternate Matron, and I.D. Technicians II and III have already received a 5-1/2% increase, they will not be entitled to any further general increase for 1972; however, the I.D. Technicians shall receive an additional inequity adjustment of 2-1/2% for 1972.
- (4) Comparative salaries for Deputies and Policemen in other communities for 1972 and 1973 may be seen infra in Appendices D and E.

It is further directed that any issues or matters not adjusted pursuant to the terms of this award and settlement, as hereinabove specified, have been judged by the Panel (in accordance with the statutory mandate cited in Section 9 of Act. No. 312) to be without merit and are hereby denied. A summary of the Panel's disposition of all issues may be seen infra in Appendix C.

The Panel reserves jurisdiction to settle any disputes which may hereafter arise concerning the interpretation or implementation of this decision.

The above opinion and award reflects the unanimous decision of the Arbitration Panel, and it is hereby executed and delivered on this 22nd day of January 1973, by the Chairman, for himself and for (and with the authorization of) the Union Delegate and the City Delegate.

For the Panel:

  
\_\_\_\_\_  
Harry T. Edwards,  
Impartial Chairman

Harry Burt     /s/\_\_\_\_\_  
Union Delegate

Earl R. Boonstra     /s/\_\_\_\_\_  
County Delegate



APPENDIX A

Salary Adjustments for the  
1972 Calendar Year (Issue #16)

<u>Classification</u>	<u>Salary Increase Retro- active to 1/1/72</u>	<u>New Minimum</u>	<u>New Maximum</u>
Deputies	8% (minimum) 5-1/2% (maximum)	\$ 9,504	\$12,555
Corporals	5-1/2%	12,950	13,496
Sergeants	5-1/2%	13,891	14,507
Lieutenants	5-1/2%	14,903	15,595
Matrons	(Adjustment)	8,500	(flat rate)
I.D. Tech II	5-1/2% plus 2-1/2 inequity	5,774	7,493
I.D. Tech III	5-1/2% plus 2-1/2% inequity	6,227	7,946
Typist Clerk II - Alternate Matron	5-1/2%	5,844	7,521
Typist Clerk II	5-1/2%	5,633	7,310
Typist Clerk III	5-1/2%	6,075	7,752
Steno Clerk II	5-1/2%	5,780	7,458
Teletype Operators	5-1/2%	6,332	7,903

APPENDIX B

Salary Adjustments for the  
1973 Calendar Year (Issue #16)

<u>Classification</u>	<u>Salary Increase Effective 1/1/73</u>	<u>New Minimum</u>	<u>New Maximum</u>
Deputies	6% (minimum) 4% (maximum)	\$10,075	\$13,057
Corporals	4%	13,468	14,036
Sergeants	4%	14,447	15,087
Lieutenants	4%	15,499	16,218
Matrons	5%	8,925	(flat rate)
Turnkey	---	8,925	(flat rate)
Medical Turnkey	---	9,450	(flat rate)
I.D. Tech II	4%	6,005	7,793
I.D. Tech III	4%	6,476	7,964
Typist Clerk II - Alternate Matron	4%	6,078	7,822
Typist Clerk II	4%	5,858	7,602
Typist Clerk III	4%	6,318	8,062
Steno Clerk II	4%	6,011	7,756
Teletype Operators	4%	6,585	8,219

APPENDIX C

Summary of Arbitration Panel's  
Disposition of All Issues

Issue #	Issue	Disposition
1	Hazard Pay	Denied
2	Longevity Pay	Change base from \$9,000 to \$10,000
3	Shift Premium	Denied
4	Gun Allowance	Denied
5	Medical Insurance (dental, optical and drug)	Employer to pay full cost of "drug rider"
6	Court Time	Denied
7	Funeral Leave	Denied
8	Group Life Insurance	Change from \$8,000 & \$4,000 to \$10,000 & \$5,000 in 1973
9	Increments from Min. to Max.	Change from 5-1/2 to 4 years in 1973
10	Retirees Hospital and Medical	Denied
11	Premium Pay for Education	Denied

# APPENDIX C (continued)

Issue #	Issue	Disposition
12	Ammunition for Service	Letter of Understanding
13	Holidays	Denied
14	Sick Leave	Pay 75% of accumulation upon retirement or death in 1973
15	Adjustment for Women in ID Technician Classification	2-1/2% inequity adjustment for 1972
17	Matron Salary Adjustment	Raise to \$8,500 in 1972 and \$8,925 in 1973
18	Clothing Allowance	Give matrons same allowance as men. Raise from \$225 to \$235 in 1973
19	Repair of Uniforms	Denied
20	Unemployment Compensation	Denied
21	Annual Leave	Give 12 days after 3 years
22	Special Assignment Jobs	Denied
23	Purchase of Uniforms	Denied
24	Court Car Job	Denied

# APPENDIX C (continued)

Issue #	Issue	Disposition
25	Four Day Work Week; 10 Hour Day	Denied
26	Stetson Hats	Denied
27	Lie Detector.	Denied
28	Retirement Plan in K	Denied
29	Discharge Hearings	Granted
County #1	New "Turnkey" Classification	Granted. Salary set at \$8,925 for 1973
County #2	New "Medical Turn- key" Classification	Granted. Salary set at \$9,450 for 1973
County #3	New "Radio Dispat- cher" Classification	Denied
16	Salary Increase Year #1	5-1/2% general increase (except for I.D. Techni- cians, Matrons, and Deputy minimum salary)
16	Salary Increase Year #2	4% general increase (ex- cept for Matrons, new Turnkey classifications, and Deputy minimum salary)

APPENDIX D

Deputies & Policemen  
1972 - Comparative Salaries  
(Based on Joint Exhibit No. 8)

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Macomb County	\$ 9,504 (8%)	\$12,555 (5-1/2%)
Lapeer County	7,704	9,199
Oakland County	11,300	13,300
St. Clair County	[9,411]	[10,900] (1/2 year)
Wayne County	9,730*	13,250*
Bloomfield Hills	10,600*	12,950*
Bloomfield Twp.	11,175*	13,075*
Centerline	9,971	12,447*
Clinton	9,894*	12,313*
Detroit	[9,000]	[12,750] (1/2 year)
East Detroit	9,900	12,375
Ferndale	10,412*	12,961*
Hazel Park	10,109*	12,155*
Mt. Clemens	11,045*	12,506*
New Baltimore	8,000	11,070*
Roseville	10,800	12,700*
Royal Oak	10,583*	12,614*
St. Clair Shores	[10,000]	[12,000] (1/2 year)
Shelby Township	11,650	12,133*
Sterling Heights	9,772*	13,199
Warren	[10,711]	[12,700] (1/2 year)

# APPENDIX D (continued)

<u>Average "minimum"</u> <u>salary for 1972</u> (excluding Detroit, St. Clair Shores, Macomb County, Warren and St. Clair County)	- \$10,148	<u>Average "maximum"</u> <u>salary for 1972</u> (excluding Detroit, St. Clair Shores, Macomb County, Warren and St. Clair County)	- \$12,390
<u>Median "minimum"</u> <u>salary for 1972</u> (with same ex- clusions noted above)	between - \$10,109 and \$10,412	<u>Median "maximum"</u> <u>salary for 1972</u> (with same ex- clusions noted above)	between - \$12,506 and \$12,614

## Notes to Appendix D:

(1) The figures with the asterisk represent the actual total salaries received by Deputies or Patrolmen during the 1972 calendar year. (E.g., in Wayne County, Deputies were paid at a minimum rate of \$9,330 per annum for the first six months of 1972 and at a minimum rate of \$10,130 for the last six months of 1972; this totalled \$9,730 for the entire year.

(2) The bracketed figures represent the rate of salary paid for the first half of 1972; no figures were available for the last half of 1972 in the cities designated.

APPENDIX E

Deputies & Policemen  
1973 - Comparative Salaries  
(Jt. Ex. 8)

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Wayne County	\$10,130	\$13,650 (1/2 year)
Bloomfield Hills	10,800	13,450 (1/2 year)
Bloomfield Twp.	11,400	13,300 (1/4 year)
Centerline	9,971	12,753 (1/2 year)
Clinton Township	10,159	12,643 (1/2 year)
Ferndale	10,900	13,600 (3/4 year)
Hazel Park	10,444	13,183 (1/2 year)
Mt. Clemens	11,093	12,871 (1/2 year)
New Baltimore	8,000	11,340 (1/2 year)
Roseville	10,800	13,100 (1/2 year)
Royal Oak	10,866	12,952 (1/2 year)
Shelby Township	11,650	12,617 (1/2 year)
Sterling Heights	10,309	13,199 (1/2 year)
<u>Survey Mean and Median</u>		\$10,501 (Mean)
<u>"Minimum" Salary for 1973</u> -		10,800 (Median)
<u>Survey Mean and Median</u>		12,973 (Mean)
<u>"Maximum" Salary for 1973</u> -		13,100 (Median)
<u>Macomb County "Minimum"</u> <u>for Deputies for 1973</u> -		\$10,075 (increase of 6%)
<u>Macomb County "Maximum"</u> <u>for Deputies for 1973</u> -		13,057 (increase of 4%)



HARRY T. EDWARDS  
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December 1, 1973

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**RECEIVED**

DEC 4 1973

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
GRAND RAPIDS OFFICE

Re: Compulsory Arbitration  
of Macomb County  
Sheriff's Department  
and AFSCME Locals 1277  
and 1917

Gentlemen:

This letter is in reply to the Union's request for a clarification of the compulsory arbitration award, dated January 22, 1973, issued by the undersigned, with the concurrences of Arbitration Panel Members Earl R. Boonstra, Esq., and Harry Burt.

As I understand it, the sole issue in dispute involves the "1972 wage increases" awarded by the Panel. On this point, Mr. Maurer's letter of September 25, 1973 states that:

"There have been no problems with reference to the 1973 wage increases, and the only issue as to which we request clarification is on the 1972 wage increases."

The Decision of the Panel

In reviewing the decision and award of the Panel, it may be seen that the following terms were fixed with respect to 1972 salaries:

(1) The Award stated that the parties should continue their existing practice of paying salary increments

every 26 weeks until the maximum salary level was reached (Paragraph D, Page 4).

(2) The "minimum" (starting) salary for Deputies was increased by 8% from \$8,800 to \$9,504 (Appendix A).

(3) The "maximum" (top) salary for Deputies was increased by 5-1/2% from \$11,990 to \$12,555 (Appendix A).

(4) A "5-1/2% general increase" was awarded, "except for I.D. Technicians, Matrons, and Deputy minimum salary," (Appendix C).

#### Clarification of the Terms of the Award

I have carefully reviewed the submissions of Union counsel (by letter dated September 25, 1973) and counsel for Macomb County (by letter dated October 12, 1973), and I have also reviewed all other pertinent records, files and exhibits pertaining to this case. Having done so, it must be held that neither the position of the Union nor that of the County accurately construes the Panel decision.

Both the Union and County statements, submitted pursuant to this request for clarification, improperly assume that the Panel intended to maintain the \$250.00 increment schedule which existed under the parties' old contracts. This assumption is without foundation. The Panel merely ordered that the "existing practice of paying salary increments every 26 weeks" should be maintained. It did not otherwise order a continuation of the "\$250.00" increment step schedule as formerly required by Section 13-B in the parties' old agreements. Indeed, the \$250.00 increment schedule was plainly modified by the Panel decision.

Properly construed, the Panel decision was intended to (1) insure that employees would continue to receive increment increases every six months, (2) provide for a "general increase" of 5-1/2% of all existing salary increment steps (except for the starting salary) as of January 1, 1972, and (3) maintain a uniform salary increment schedule so that all employees would receive exactly the same amount at the same increment step. The Union statement of position must be rejected because it would allow for increases in excess of 5-1/2% at certain increment steps above the starting salary; the County position must be rejected because it would create a system of "personal" rates and eliminate a uniform salary increment schedule.

When the Panel's decision is properly construed and applied, the following uniform salary increases would result:

	<u>1971 (Old)</u>	<u>1972 (New)</u>
Starting	\$ 8,800	\$ 9,504 (8%)
6 Months	9,050	9,548 (5-1/2%)
1 Year	9,300	9,811 (5-1/2%)
18 Months	9,550	10,075 (5-1/2%)
2 Years	9,800	10,339 (5-1/2%)
	(etc.)	(etc.)

If this new schedule is applied to the "Scanlon case," cited by the Union, the following results would be required:

(1) Mr. Scanlon should have received \$9,548 on January 1, 1972.

(2) After his first year of employment (which apparently came on or about January 23, 1972), Mr. Scanlon should have received the new 1-year salary increment rate of \$9,811.

(3) After 18 months, Mr. Scanlon should have received the new 18-month salary increment rate of \$10,075.

It would be grossly unfair to simply add \$250.00 to \$9,548 to determine Mr. Scanlon's 1-year salary increment rate. By using such a calculation method, different employees would get different salary increment rates for the same increment period. For example, an employee at the 1-year increment rate level as of January 1, 1972 would have received 5-1/2% over \$9,300, or \$9,811; but when Mr. Scanlon reached his first anniversary date on January 23, he only received a 1-year salary increment rate of \$9,798. This clearly is not what was intended by the Panel's decision. The 5-1/2% "general increase" was intended to apply to all existing salary increment rates, not people. The \$250.00 increment figure was plainly modified in order to maintain a uniform salary increment schedule.

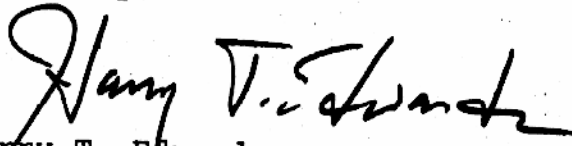
By the same token, the Panel did not intend to increase any increment step (except the starting salary step) in excess of 5-1/2%. The Panel Chairman was fully aware that the salary differential between the starting step and the 6-month step would thus be narrowed (since the

former was increased by 8% and the latter by 5-1/2%). However, this was not perceived to be unjust. Consequently, the formula proposed by the Union, i.e. to add \$250.00 to new minimum salary, must also be rejected as being inconsistent with the terms of the Panel's decision and award.

I trust that this letter will serve to clarify the issue posed. If you have any further questions in this regard, please feel free to call me. However, I should advise you that I will be leaving the country for six months in January.

Best regards..

Sincerely,

  
Harry T. Edwards,  
Professor of Law

HTE:jmm  
Encl.

p.s. I am enclosing a copy of my statement with this letter.

cc: Robert G. Howlett, Esq.  
Earl R. Boonstra, Esq.  
Harry Burt