

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
(Arbitration Pursuant to Act 312, P.A. 1969, as amended)

In the Matter of Arbitration Between:

MUSKEGON COUNTY SHERIFF'S DEPARTMENT

Employer,

MERC

Case No. G 82 J-1760

and

TEAMSTERS LOCAL 214

Union.

FILE COPY

OPINION AND AWARD

Arbitration Panel:

Robert F. Browning, Impartial Chairman
James Delaney, Employer Designee
Billy D. Mendenall, Union Designee

Representing Employer:

Robert C. Stone, Attorney

Representing Union:

Howard L. Shifman, Attorney

I.

INTRODUCTION

A Pre-Hearing Conference was held on October 12, 1983, at the Administration Building, Muskegon County Airport. A Hearing was held on November 22, 1983, at the Board of Commissioners Chambers, County Building, Muskegon, Michigan. The last offers of the parties postmarked December 13, 1983, were received by the Impartial Chairman and exchanged by him with the parties by mailing December 20, 1983.

Post-hearing briefs from the parties were received by the Impartial Chairman and exchanged by him with the parties by mailing, March 5, 1984.

An Executive Session of the Panel was held on May 11, 1984, at the office of the Impartial Chairman in Lansing, Michigan.

HEARING

At the outset of the Hearing as amended, the Chairman self-administered the oath in accordance with Act 84, P.A. 1976. The Union stipulated that the Panel has jurisdiction, that it is properly constituted and has full authority over the matters before it and, further, that the Union waives all the time limits set forth in the statute, Act 312, P.A. 1969.

On behalf of the Employer, as the record of the Hearing more fully sets forth, Mr. Stone stated that at the pre-hearing meeting and at the Hearing, the Employer still preserves its right to challenge the panel and more particularly the Commission (MERC) that the initial panel was properly constituted. Mr. Stone stated (page 5 of the Hearing record) "that we do intend to proceed and do waive any time limit matters, but we do preserve that objection". Mr. Stone further stated that the Employer is not challenging the impartiality of Impartial Chairman Browning and that the Employer participated in the selection process of the present panel and has agreed to proceed with this Hearing with the specific reservation of the right to challenge the Commission (p. 8 of the Hearing record).

The Impartial Chairman, with the background of the Employer's objection having been place on the record, stated that he had been directed by MERC to conduct this Panel and Hearing and with the agreement of the parties proceeded with the Hearing.

IL

ISSUES

The Panel identified and the parties agreed that the following issues in dispute are economic.

ECONOMIC ISSUES

N.B. The identifying #s of the issues are as numbered in the "Union's Last Best Offer".

Issue No

Subject Matter

- | | |
|----|-------------------------------|
| 1. | Clothing Allowance |
| 2. | Longevity |
| 3. | Holidays |
| 4. | Health Insurance For Retirees |
| 5. | Health Insurance |
| 7. | Overtime |
| 8. | Classification Structure |
| 9. | Wages |

NON-ECONOMIC ISSUE

- | | |
|----|-----------------------|
| 6. | Life Insurance Option |
|----|-----------------------|

The issues as set forth above are the sole issues requiring deliberation and an award by this Panel in these Act 312 Arbitration proceedings.

III.

BACKGROUND

This arbitration dispute involves the Muskegon County Sheriff's Department Command Officer's bargaining unit which is comprised of (per the Employer's Brief) eleven (11) employees in the unit comprised of sergeants and lieutenants and represented by the Union, Teamsters Local 214.

The term of the Agreement was decided by stipulation of the parties at the Pre-Hearing Conference and shall be for one (1) year commencing on January 1, 1983, and terminating at midnight, December 31, 1983. The Agreement will consist of the prior contract language, as modified by the tentative agreements of the parties plus the issues to be resolved by the Panel.

IV.

LAST OFFERS OF SETTLEMENT

THE ISSUES

The identifying #s of the issues are as numbered in the "Union's Last Best Offer".

1. CLOTHING ALLOWANCE

Union Offer:

"Each year, each employee required to wear a uniform will receive a uniform maintenance allowance of \$350.00. Employees assigned to plainclothes will receive \$500.00 per year clothing allowance.

These rates shall be paid the first full pay period in January."

Employer Offer:

Retain existing language of Section 19.7.

2. LONGEVITY

Union Offer:

"Compensation for continuous service with the County shall be provided on the basis of the following schedule:

Years of Continuous Service as of June 1 or December 1 of <u>Each Year</u>	<u>Amount of Payment</u>		<u>Total</u>
	<u>July</u>	<u>December</u>	
5-9 years	\$ 60.00	\$ 60.00	\$ 120.00
10-14 years	120.00	120.00	240.00
15-19 years	180.00	180.00	360.00
20-24 years	240.00	240.00	480.00
25 years	300.00	300.00	600.00

Employer Offer:

Retain existing language of Section 16.3

3. HOLIDAYS

Union Offer:

"For the purposes of computing holiday pay, the following days shall be designated as paid holidays:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	Friday After Thanksgiving
Washington's Birthday	Christmas Eve*
Memorial Day	Christmas Day
Fourth of July	New Year's Eve*
Labor Day	Employee's Birthday
Veteran's Day	

N.B The Union proposes to increase the number of Holidays by two (2): Christmas Eve and New Year's Eve.

Employer Offer:

Maintain current eleven (11) holidays.

4. HEALTH INSURANCE FOR RETIREES

Union Offer:

Add to the existing language: "However, the County will provide, at their cost, health insurance benefits to all spouses of retirees who have retired after January 1, 1983."

Employer Offer:

Retain existing language of Section 17.3.

5. HEALTH INSURANCE

Union Offer:

"The Employer shall provide each permanent employee and his dependents, hospitalization and surgical insurance coverage equivalent to the Michigan Blue Cross Blue Shield plan identified as semi-private hospital, 365 days coverage, Blue Shield MR-1 and ML Rider, including \$2.00 co-pay prescription rider."

Employer Offer:

Add to the existing language the following: "The cost to the Employer for this hospitalization and medical insurance coverage shall not exceed \$170.00 per month per family subscriber or \$75.00 per month per single subscriber."

6. LIFE INSURANCE OPTION

Union Offer:

Add new paragraph to existing language: "The County agrees to provide, with the concurrence of the insurer, an additional life insurance purchase option for each employee at the employee's own expense."

Employer Offer:

Retain existing language of section 17.2.

7. OVERTIME

Union Offer:

"The employees shall receive overtime pay when they work over nine (9) hours in any one day or at any time they are required or requested to work any hours outside of their regular schedule."

Employer Offer:

Section 9.1 Premium Pay For Overtime Work

a) TA'd-4-6-83

b) For employees on a rotating days schedule, work extending beyond nine (9) hours in any one (1) day, or over ninety (90) hours in a regular two (2) week pay period (or over the maximum scheduled hours in a regularly scheduled two (2) week pay period shall be compensated for at one and one-half (1½) times the employee's regular hourly rate for base pay.

c) TA'd-4-6-83

d) Notwithstanding any provision to the contrary, premium pay shall not be paid as a result of employee's trading scheduled work days.

8. CLASSIFICATION STRUCTURE

Union Offer:

	<u>Start*</u>	<u>1 Year*</u>	<u>2 Year*</u>
	(A)	(B)	(C)
(A)	Effective the first full pay period following January 1, 1983, the Sergeant range will be increased for the start pay rate by six percent (6%) above the maximum Deputy pay step; and,		
(B)	For the <u>1 year</u> rate, by ten percent (10%) above the maximum Deputy pay step; and,		
(C)	For the <u>2 year</u> rate, by fifteen percent (15%) above the maximum Deputy pay rate.		

Employer Offer:

No change in the sergeant classification structure range from the prior contract language.

9. WAGES

Union Offer:

Effective the first full pay period following January 1, 1983, the Sergeant and Lieutenant pay ranges will receive a six percent (6%) pay hike on each step.

Employer Offer:

Effective the first full pay following January 1, 1983:

	<u>Start</u>	<u>1 Year*</u>	<u>2 Years*</u>	<u>3 Years*</u>
Sergeant: Annual	\$24,121	25,055	26,020	27,125
Lieutenant: Annual	\$28,481	29,838		

*In class

FINDINGS, OPINIONS, AWARDS AND ORDER

The following findings, opinions, awards and order have been reached after the panel considered fully each of the factors, as applicable, enumerated in Section 9 of Act 312.

The lawful authority of the employer is not questioned in this case. Further, the parties and the panel recognize the lawful authority of the employer.

The Employer County in this case, Muskegon County, did not in the course of bargaining, nor in this case, specifically argue an inability to pay. However, this is not to imply that the Employer County is unaware of the public's interest and welfare and the financial costs involved in the Employer's economic offers and the further added costs proposed in the Union's final economic offers. The record is replete with the County Employer's concerns with the costs of the Union's economic demands and of the Employer County's own economic offers.

COMPARABLES

The Union in its opening statement, in its Union Exhibit 5, and in its post-hearing brief maintained that with regard to comparables in this case, the Panel need not go outside of the County, to find comparable communities. It is the Union's belief that its comparables are found within Muskegon County within bargaining units and employees covered under Collective bargaining Agreements negotiated by the County's bargaining team with particular emphasis upon and relation to the deputies two year contract for 1982 and 1983.

In addition to the contracts negotiated by Muskegon County with its several employee bargaining units, the Employer in its Exhibit 7, offered its Employers List of seven (7) Comparable Counties namely: Bay, Berrien, Calhoun, Kent, Monroe, Ottawa and Saginaw Counties.

Section 9 of Act 312 of 1969 in part states that the panel shall base its findings, opinions and order upon the following factors, as applicable.

(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

It is the panel's position that the comparables offered by the parties, though dissimilar in some instances (e.g. Muskegon County and its bargaining agreements versus the additional list of County comparables offered by the Employer) are not regarded by the Panel as being mutually exclusive and, therefore,

this panel takes notice of both the Union and Employer comparables, recognizing that both parties have advanced good and legitimate reasons and supporting testimony and proof for their comparables. In addition, this Panel recognizes the other factors set forth in Section 9 and bases its findings, opinions and order upon said factors, as applicable.

ISSUES

ECONOMIC ISSUE #1

CLOTHING ALLOWANCE

The Union proposes to increase the uniform maintenance allowance to \$350.00 per year (a \$50.00 increase) over the present uniform maintenance allowance of \$300.00 per year for command officers, which the County proposes be unchanged. The Union seeks to receive the same amount, \$350.00, that the deputies receive.

Union Exhibit sets forth that from 1977 up until the last deputies' contract in June of 1982, command personnel had received substantially more clothing allowance than deputy personnel. The Union points out in its testimony and brief that in behalf of the command officers they are not seeking to perpetuate the historical pattern of command receiving more than patrol but are merely seeking equality with the patrol unit allowance.

County Exhibit 7, p. 27, sets forth the Command Officer Maintenance Provisions in their list of comparable Counties: Bay pays \$375.00 per year; Calhoun is County paid; Kent pays all reasonable costs and Saginaw furnishes. Berrien pays up to \$175.00 per year; Ottawa \$150.00.

The Panel based upon the past history of the County regarding its payment of the Uniform maintenance allowance and upon a comparison also of that paid by the other seven county comparables (Employer Exhibit 7), believes that the Union's request of a \$50.00 increase is reasonable and will result in a total increased cost for 11 employees of \$550.00. The Panel adopts the Union's last best offer of a \$50.00 increase for the contract year 1983 for a uniform maintenance allowance for

each uniformed command officer.

AWARD: The Panel adopts the Last Best Offer of the Union of a \$50.00 increase (\$350.00) for each command officers uniform maintenance allowance for the 1983 contract year.

ECONOMIC ISSUE

LONGEVITY

The Union proposes that the command officers receive the same longevity schedule as received by the deputies. Union Exhibit 5 on pages 6 through 8 shows that the longevity schedule for the patrol officers and command officers was identical between the years 1975 - June 1982. In the 1982 through 1983 collective bargaining agreement entered into voluntarily by the County with the deputies, the deputies received an increase in the amount of longevity received in each category and a reduction in the number of years necessary to receive the same benefit.

The Employer's position is that the present longevity scheduled for command officers remain unchanged. The Employer argues that it is fair when compared with the comparable seven counties.

The Union points out that the position of the Employer would mean that the command officers would receive less than the patrol officers and less than the longevity payments received by the general employees unit and the 60th District Court employees unit who have contracts with the Employer.

The Union further states the other four bargaining units received not only the old schedule of longevity payments but a Cost of Living Provision as well. The COLA provision is not contained in the three bargaining units who receive the higher longevity schedules.

The Panel is of the opinion that the Union's longevity request, in view of the hearing record and exhibits is reasonable, that the deputies have the same longevity schedule as proposed by the Union for command officers and that the

Union's last best offer on longevity for the 1983 contract should be adopted by this Panel.

AWARD: The Union's Last Best Offer on Longevity as detailed therein, is adopted.

ECONOMIC ISSUE #3

HOLIDAYS

The Union wants to increase the present eleven (11) holidays by two (2), namely; Christmas Eve Day and New Year's Eve Day. The Employer seeks to maintain the status quo of eleven (11) holidays. The deputies, the Union points out now receive these two additional holidays. Employees of the Muskegon County Sheriff's Department, both patrol and command, received the same holidays from January 1, 1975, through January 1, 1982.

Union Exhibit 5, p. 11, sets forth that the Muskegon County General Employees Unit receives fourteen holidays; the Muskegon County District Court receives fifteen (15) holidays and the deputies, as aforesated, receive thirteen (13) holidays.

The Panel is of the opinion that the Union's Last Best Offer on Holidays should be adopted in the 1983 contract.

AWARD: The Union's last best offer on holidays, of increasing the number of paid holidays by two (2), Christmas Eve and New Year's Eve, is adopted.

ECONOMIC ISSUE #4

4. HEALTH INSURANCE FOR RETIREES

The Union proposes to add to the existing contract language: "However, the County will provide, at their cost, health insurance benefits to all spouses of retirees who have retired after January 1, 1983."

The Employer's final offer is to retain the existing contract language of Section 17.3.

Presently the County pays for health insurance for retirees, with any dependent coverage to be paid by the employee. The County points out that the benefit proposed by the Union is not provided to any other Muskegon County employee. Of the seven (7) comparable counties, offered by the Employer as comparables only Saginaw County provides the benefit requested by the Union. Three of the counties do not provide for any retiree insurance. The other three counties provide, with some variations, the benefits as currently provided by Muskegon County.

From the evidence and particularly the comparables, the Panel is persuaded that the employer's final offer of no change should be sustained by the Panel.

AWARD: The Employer's final offer of retaining the existing language of Section 17.3 is adopted.

ECONOMIC ISSUE #5

HEALTH INSURANCE

The Employer's Final Offer is to add to the existing language the following: "The cost to the Employer for this hospitalization and medical insurance coverage shall not exceed \$170.00 per month per family subscriber or \$75.00 per month per single subscriber."

The Union's last best offer is to retain the language of the prior agreement as follows:

"The Employer shall provide each permanent employee and his dependents hospitalization and surgical insurance coverage equivalent to the Michigan Blue Cross Blue Shield plan identified as semi-private hospital 365 days coverage, Blue Shield MF-1 and ML rider, including \$2.00 co-pay prescription rider."

The Employer is proposing a \$170.00 per month cap per family subscriber and a \$75.00 cap per single subscriber. The County proposes the maximum caps to protect the County in the case of an unforeseeable rate increase.

However, the Panel is aware that it is looking at the terms for a 1983 Agreement. County Personnel Director James Delaney testified that the insurance premiums for 1983 are below the cap proposed by the County and, further, that there could not be a rate change under the contract with the insurer until in the spring of 1984.

Further, the testimony of Mr. Delaney (Transcript pp. 93-94) established that at the time of this Hearing there are not any County bargaining units that presently have such a cap in their collective bargaining agreement.

The Panel is persuaded that for the 1983 Agreement between these parties, there should not be a cap on insurance premiums, as proposed by the Employer.

AWARD: The Union's Last Best Offer of retaining the present language on Health Insurance for the 1983 contract is adopted.

NON-ECONOMIC ISSUE #6

LIFE INSURANCE OPTION

The Union proposes to add a new paragraph to the existing language: "The County agrees to provide, with the concurrence of the insurer, an additional life insurance purchase option for each employee at the employee's own expense."

The Employer proposes to retain the existing language of Section 17.2.

The Union argues that there would be no cost to the Employer and the only obligation on the Employer would be to find out from the insurance carrier whether it is willing to provide such an option to the command officers.

Employer Witness Frank Bednarek, Assistant Administrator for Management and Budget testified that if such a program was done by payroll deduction or direct billing it would result in increased costs to the County.

The Employer states that no other Muskegon County unit or any of the comparable counties allow for such benefit. Further, Employer Exhibit 7, p. 29,

shows that the employees in the command officer unit have the most life insurance coverage "equal to salary" of any of the Employer's list of comparable counties.

The Panel believes that the present life insurance coverage is fair and equitable. Further, the employees on their own can purchased additional life insurance from an insurance company.

AWARD: The Employer's final offer of retaining the existing language of 17.2 is adopted by the Panel.

ECONOMIC ISSUE #7

OVERTIME

The Employer's Offer proposes new language:

- (b) "For employees on a rotating day schedule, work extending beyond (9) hours in any one (1) day, or over (90) hours in a regular two (2) week pay period (or over the maximum scheduled hours in a regularly scheduled two (2) week pay period) shall be compensated for at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate for base pay.
- (d) Notwithstanding any provision to the contrary, premium pay shall not be paid as a result of employees trading scheduled work days.

The Union's proposal states "The employees shall receive overtime pay when they work over nine (9) hours in any one day or at any time they are required or requested to work any hours outside of their regular schedule."

Much time was spent and testimony offered by both parties on the issue.

It is apparent to the Panel that the Union's offered language, reflects the practice of how overtime has actually been paid by the County as evinced by the testimony of Union witnesses, Sergeant David Harkin, Sergeant Tom La Bash and Katherine Furbush, Administrative Secretary in the Muskegon County's Sheriff's Department.

Consequently, the Panel adopts the following language as determinative of this issue. "The employees shall receive overtime pay when they work over nine (9) hours in any one day or at any time they are required or requested to work any hours outside of their regular schedule. Notwithstanding, any provision to the contrary, a premium pay shall not be paid as a result of employees trading scheduled work days."

AWARD: The Union's last best offer on Overtime is adopted by the Panel.

ECONOMIC ISSUE #8

CLASSIFICATION STRUCTURE

	<u>Start*</u>	<u>1 Year*</u>	<u>2 Year*</u>
	(A)	(B)	(C)
(A)	Effective the first full pay period following January 1, 1983, the Sergeant range will be increased for the state pay rate by six percent (6%) above the maximum Deputy pay step; and,		
(B)	For the <u>1 year</u> rate, by ten percent (10%) above the maximum Deputy pay step; and,		
(C)	For the <u>2 year</u> rate, by fifteen percent (15%) above the maximum Deputy pay rate.		

The Employer is opposed to any change in the classification structure and its final offer is to maintain the status quo.

The thrust of the Union's argument, is that because of the education bonus provisions which a patrol officer may have acquired and a sergeant not have acquired through the opportunity to further his or her education was available, that a newly promoted sergeant would receive less money than a patrol officer who they supervise.

The Employer points out that the Union, as justification, compares top deputies with an educational degree to starting sergeant's pay without degrees. Further, a top deputy with a B.A. degree earns less than a new sergeant with a B.A. degree and the top deputy is at the maximum pay level of a deputy. A new sergeant

is on a new pay grid which provides for three (3) more wage steps. The new sergeant, as a result of his promotion, has the potential to make far more than a deputy, regardless of degrees.

Since the sergeant has the opportunity, and had it as a deputy, to further his education and thereby receive an educational bonus, and without furthering his education, the Sergeant has the potential to earn more than a deputy with degrees and, further, that the Union's proposal if granted would impose a significant added cost upon the Employer, the Panel adopts the Employer's final offer of "status quo" no change in the Classification structure.

AWARD: The Panel adopts the final offer of the Employer, that there be no change in the classification structure.

ECONOMIC ISSUE #9

WAGES

The Union's Last Best Offer on wages is as follows:

"Effective the first full pay period following January 1, 1983, the Sergeant and Lieutenant pay ranges will receive a six percent (6%) pay hike on each step.

The Employer's Final Offer on wages is as follows:

Effective the first full pay following January 1, 1983:

	<u>Start</u>	<u>1 Year*</u>	<u>2 years*</u>	<u>3 years*</u>
Sergeant: Annual	\$24,121	\$25,055	\$26,020	\$27,125
Lieutenant: Annual	\$28,481	\$29,838		

*In class

The Employer is offering a four percent (4%) wage increase. The Union is seeking a six percent (6%) wage increase. The contract being considered is for one year, 1983.

A large amount of evidence was presented by both parties on the issue. The County argues that the Sheriff's Department in comparable counties be used

together with settlements reached with other County units in 1983. The Union focuses on the wage differential between deputy and sergeant from 1975 to date. On July 1, 1980, the differential was fifteen percent (15%) and remained there until December 31, 1982. On January 1, 1983, the deputies in the second year of a two year agreement received a six percent (6%) wage increase. The County's offer of four percent (4%) to the command officers would, if granted, reduce the existing differential to 12.8%. The Union requests that there differentials be maintained at their 1982 levels (Union Exhibit 5). The Union seeks the same six percent (6%) wage increase for command officers, as the deputies whom they supervise received.

The Panel does not find that the County's list of comparable counties is of particular help, as regards this wage question, since Muskegon County has for a considerable period of time been in the upper end of the comparable counties pay comparison.

In 1982, the command unit was given the same pay raise as the deputies had received (8%) (Transcript 69-71).

The Employer states that the four percent (4%) pay wage proposal appropriate in light of the cost of living January 1, 1982, to January 1, 1983, the Consumer Price Index increased by 3.5%.

The County cites that the general unit of approximately 240 employers settled a 1983 contract at four percent (4%), as did the wastewater treatment employees. The County has also proposed a four percent (4%) wage increase to the unit of assistant prosecutors.

The Union counters that in the Brookhaven Medical Care facility a 5.7% pay hike was given the nurses in 1983 and a 5.4% increase in 1984 plus COLA provisions.

Seemingly, the County seeks to impose a four percent (4%) pattern, yet testimony given at the Hearing does not indicate as yet that this has become a reality.

The County did not raise an inability to pay. In 1981 its actual revenue was \$12,103,164 and actual expenditures were \$11,812 - a gain of \$291,000. In 1982 the gain was \$273,000 (Employer Exhibit 7, p. 7).

The difference in the four percent (4%) wage offer of the Employer and the six percent (6%) requested by the Union for eleven (11) command officers for the contract year 1983 amounts to approximately \$5,500.

The Panel does not find that the four percent (4%) wage offer of the County has been consistently achieved with other county units. Granted, it was in the last year of a two year agreement the deputies did receive a six percent (6%) wage increase for 1983. Of the County bargaining units, the deputies unit (54) is more related to the command unit who supervises them. The Panel, while not attempting as such to maintain an established differential between the two units, does believe that upon analysis of the pertinent testimony and exhibits, that the last best offer of the Union of a six percent (6%) wage increase for the year 1983 should be adopted.

AWARD: The Panel adopts the Last Best Offer of the Union. Effective the first full pay period following January 1, 1983, the Sergeant and Lieutenant pay ranges will receive a six percent (6%) hike on each step.

SIGNATURE OF THE PARTIES

A panel member's signature affixed hereto, indicates that with regard to each issue and order, a majority of the Panel, namely the Impartial Chairman and at least one other panel delegate (Employer Delegate and/or Union delegate) agreed with the Panel's findings, opinions, awards and order.

ORDER

The contract between the parties for the period January 1, 1983, through December 31, 1983, shall contain either the Employer's Final Offer, or the Union's Last Best Offer as ordered on the Issues as set forth as follows. Retroactivity, if applicable, for each issue is contained in each of the Last Offers and is a part of this Order.

ISSUE

Economic Issue #1
Economic Issue #2
Economic Issue #3
Economic Issue #4
Economic Issue #5
Non-Economic Issue #6
Economic Issue #7
Economic Issue #8
Economic Issue #9

ORDER

Union's Last Offer
Union's Last Offer
Union's Last Offer
Employer's Final Offer
Union's Last Offer
Employer's Final Offer
Union's Last Offer
Employer's Final Offer
Union's Last Offer

Panel of Arbitrators


Robert F. Browning, Impartial Chairman


James Delaney, Employer Delegate


Billy D. Mendenall, Union Delegate

Dated: May 31, 1984