

12/28/72
ARB

COMPULSORY LABOR ARBITRATION TRIBUNAL
PURSUANT TO MICHIGAN PUBLIC ACT #312 OF 1969

RECEIVED

1973

STATE OF MICHIGAN
CLERK OF COURT

Washtenaw County
J. J. [Signature]

* * * * *

In the Matter of the Interest Arbitration between *

Washtenaw County Michigan
Sheriff's Department

RE: Contract
Reopener on
Schedule A and
Extension
Thereof

-and-

Teamsters' Local #214

* * * * *

12/28/72

Award prepared by, M. David Keefe, Arbitrator, appointed Impartial
Chairman of Arbitration Board by
MERC

Partisan Members appointed by the Parties:

County Board Member: G.F. Killeen, Esq.
Union Board Member: J. Valenti, Pres.

* * * * *

Appearances

Washtenaw County

Teamsters, #214

K. Ross Childs, Administrator J. Williamson, Esq.

* * * * *

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Prefatory Hearing Record

AUG 2 1976

The hearing took place over the course of four sessions occur-
ring on November 20 21 and 22 and on December 18, 1972. The first

and final meetings were held in conference quarters of the Teamsters Health and Welfare Building, located in Detroit, Michigan. The two middle sessions were held in meeting quarters of the County's administrative offices located in Ann Arbor, Michigan.

The arbitration took place in conformance with the provisions of the Agreement between the parties covering the period from 1-1-71 through 12-31-72 (Joint Ex. #1) which provided for a negotiating reopener of Schedule A the table of classifications, wage rates and certain limited premiums and offsets. The contemplated effective date of the new terms reached under the reopener was 1-1-72. However, the dispute did not come before the Board of arbitration until 11-20-1972, at which point the time-span designed to be covered had almost run its course and the entire Agreement was already subject to renegotiation for the forward period, commencing with 1-1-73. Under the prevailing circumstances, it was apparent that the parties were caught on the common trap which ensnares so many Public Sector Police and Fireman-Management relationships...*retroactive bargaining* out of which contract solutions are habitually reached after the time-segment to which they apply is already history. To avert the impending repetition of their current experience in the already invoked 1973 negotiations, the parties authorized the Board of Arbitration to consider and issue an award on a contract term covering two-years 1972 and 1973, with respect to Schedule A.

* * * * *

The Board decision in this matter establishes increases and changes from the classifications, rate structure, premiums and offsets contained in Schedule A as it was effective through the calendar year of 1971 (Joint Ex. #1). For these results to be comprehensible the 1971 springboard is set forth below:

<u>Grade</u>	<u>Job Tit.</u>	<u>Start</u>	<u>6 mos.</u>	<u>1 yr.</u>	<u>2 yrs.</u>	<u>3 yrs.</u>	<u>4 yrs.</u>	<u>6 yrs.</u>	<u>8 yrs.</u>
6	Cl-Ty	5,568	5,707	5,846	6,138	6,446	6,768	7,106	
7	Se-Ma I*	6,146	6,292	6,438	6,746	7,068	7,406	7,761	
8	Co-Of	6,138	6,292	6,446	6,768	7,106	7,461	7,834	
9	Com Op	6,446	6,607	6,768	7,106	7,461	7,834	8,227	

Grade	Job Tit	Start	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs	8yrs.
9	Se. Sec. Ma*	6,746	6,907	7,068	7,406	7,761	8,134	8,527	
10	Pr. Ac. Cl*	7,068	7,237	7,406	7,761	8,134	8,527	8,938	
14	An. Con. Off**	9,427	9,633	9,838	10,270	10,723	11,199	11,699	12,225
14	Jail G.**	9,427	9,633	9,838	10,270	10,723	11,199	11,699	12,225
15	Ma. G.**	9,838	10,054	10,270	10,723	11,199	11,699	12,225	12,776
16	De. (R.P) ***	10,770	10,997	11,223	11,699	12,199	12,725	13,276	13,855

Current uniform allowance of \$150 per year to be maintained.
Current shift differential compensation shall be maintained.

* Includes overtime of \$300 per year
** Includes overtime of \$1200 per year
*** Includes overtime of \$1700 per year

Uniform maintenance allowance of \$175.00 will be paid in semi-annual payments of \$87.50 on January 1, and \$87.50 on July 1, to the following classifications: Dog Warden, Jail Guard, Maintenance Guard and Deputy (Road Patrol) and female employees, not to exceed a total of 8, scheduled for matron duties.

* * * * *

I:

THE AWARD

applicable to contract year 1972

All Employees covered by the Bargaining Unit are hereby granted a lump sum settlement, in lieu of any and all claims advanced in their behalf, which shall consist of five percent of each Employee's base salary under the 1971 Schedule. Said base salary is, in

those cases identified by asterisks, the face salary minus the built-in overtime offset. In all other cases, base salary is the face salary in the Exhibit. In addition to this base salary percentage, each affected Employee is to receive an additional Seventy-five (\$75.00) Dollars, uniform maintenance allowance.

This award is by unanimous direction of the Board which retains jurisdiction over possible disputes arising out of its implementation.

M. David Keefe Dated 12-28-72
M. David Keefe, Impartial Chairman

J. Valenti, Teamster's
Local #214 Board Member

S. F. Killen 12-28-72
S. F. Killen, Esq. Washtenaw
County Board Member

* * * * *

II:

THE AWARD

applicable to contract year 1973
and effective as of 1-1-1973

1. All built-in overtime, as reflected by astericks in Schedule A of 1971, is hereby eliminated and Schedule A for 1973 consequently reflects base-pay before overtime or premiums.
2. All overtime shall be paid for at the rate of time and-one-half.
3. All holiday work-hours shall be paid for at double time, in addition to holiday pay.

4. The parties shall execute a letter of understanding reflecting agreements reached in the course of the hearing setting forth the apportionment and allotment of overtime to Deputies in 1973.

5. The \$250.00 per year Uniform Maintenance Allowance provided in Schedule A of 1971 is hereby increased to \$325.00 and, in behalf of ^{uniformed} Unit Employees not covered by the established allowance, a \$75.00 per year allowance is hereby instituted.

6. The *Current Uniform Allowance* and *Current Shift Differential* set forth in the 1971 Schedule A shall be renewed without change.

7. The 1971 classification of *Deputy (Road Patrol)* is hereby deleted and, for 1973, the classification of *Deputy* is substituted therefore.

8. The classifications of *Animal Control Officer*, *Jail Guard* and *Maintenance Guard* are hereby deleted and merged into the newly established general classification of *Deputy* and these changes shall be reflected in the final paragraph of Schedule A.

9. The salary schedule for Deputys shall be factored appropriately from the following example established for Deputys with four years tenure:

effective as of 1-1-73:	\$12,550.00
effective as of 5-1-73:	12,600.00
effective as of 9-1-73:	12,650.00

10. Employees assigned as Communications Operators shall be paid in accordance with the salary-range hereinafter established in the regular salary schedule but incumbent Communications Operators

shall, notwithstanding, be paid and red-circled at the following salary range:

<u>Start</u>	<u>6 mos.</u>	<u>1 yr.</u>	<u>2 yrs.</u>	<u>3 yrs.</u>	<u>4 yrs.</u>	<u>6 yrs.</u>
\$7,365	7,548	7,733	8,119	8,525	8,952	9,401

11. In addition to Deputies, the regular classifications and salary ranges, appropriately factored from the top and bottom herein set forth, shall comprise the basis for Schedule A for 1973.

<u>Grade</u>	<u>Job Title</u>	<u>Start</u>	<u>Max. 6 years</u>
7	Clerk Typist	6,062	7,737
8	Matron-Clerk Typist	6,365	8,123
9	Secretary I	6,685	8,531
10	Matron-Secretary I	7,016	8,958
11	Secretary II	7,369	9,857
12	Matron-Secretary II	7,737	10,369
12	Account Clerk II	7,737	10,369
13	Matron-Account Clerk II	8,124	10,887
10	Court Officer	7,018	8,958
10	Communications Operator	7,018	8,958

12. This award is by unanimous direction of the Board of Arbitration which retains jurisdiction over possible disputes arising out of its implementation.

M. David Keefe Dated: 12-28-72
M. David Keefe, Impartial Chairman

J. Valenti, Teamsters Local #214

G. F. Killeen 12-28-72
G. F. Killeen, Esq., Washtenaw County Board Member

M. DAVID KEEFE
LABOR ARBITRATOR
17925 MARTIN ROAD
ROSEVILLE, MICHIGAN 48066
(313) PRESCOTT 7-3710

1972

AUTHENTICATION OF AWARD

The substance of the attached Award had been considered by the Board of Arbitration prior to its preparation for issuance. All Members subscribed to the contents, with the result that the decision was agreed to be unanimous.

After completion of the format of the Award and circulation to the offices of the Board Members for signature, it was discovered that Union Board Member Valenti was unavailable, due to absence from the City of Detroit. Chairman Keefe and Washtenaw County Board Member Killeen did affix their signatures, endorsing the findings. Mr. Valenti dispatched the following telegram to Chairman Keefe:

As President of Teamsters Local 214 and Union Board Member of the Arbitration Board, I hereby signify my concurrence with the award dated December 28, 1972, on the matter of the Schedule A dispute between Washtenaw County, Michigan, Sheriff's Department and Local 214.

I hereby authorize issuance of the award in my absence on the basis of the majority board endorsement already reflected thereon through signatures of the other board members. I further affirm my intent to affix my signature concurring in the award to make it unanimous immediately upon my return to Detroit.

In view of prior unanimous agreement among the Board to adopt the findings now actually reflected in the Award, the presently

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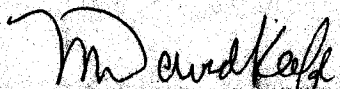
Washtenaw County of -

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Authentication of Award cont.

existing Majority Board approved of said Award (which, of itself, makes the result binding) and, further, Mr. Valenti's expression of concurrence and intent to confirm the Award with his affirmative signature as soon as physically possible, together with the responsibility resting on this Board, by virtue of its pledge to the parties given in the final hearing that the Award would issue in the calendar year of 1972, the Award is hereby released as the official and binding fruits of Board consideration on the matters in dispute.

In witness of the factual accuracy of the foregoing account, the Chairman of the Board does, on this 29th day of December, 1972, affix his signature.


H. David Keefe, Impartial
Chairman