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LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

STATE OF MICHIGAN
BEFORE THE DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN RE:

CITY OF BAY CITY

and

LOCAL 482, UTILITY WORKERS OF AMERICA, AFL-CIO

FACT FINDING RECOMMENDATIONS

Fact finding hearings were held in Bay City on August 28, 1972, in Saginaw on September 27, 1972 and again in Bay City on Saturday, October 14, 1972. Present and participating in the hearings from time to time were:

For the City:

Horace Hodge, City Manager
Edward J. Redmond
Hugh A. Kuhn
James Fleming (now deceased)

For the Union:

Russell Bjorkman, Regional Director
Paul LaRose, President of the Union
Clifford Beson, Vice President of the Union
Arnold Haag, Secretary-Treasurer

The bargaining unit covers approximately forty-three employees. The parties had been negotiating over many months seeking to finalize an agreement which would be effective July 1,

Bay City, City of

William Ellmann

1972. The issues originally presented to the factfinder totaled approximately eighteen. At the formal hearings the record was ably presented by both sides. Admitted into evidence were such documents as : A comparative study by the Michigan Municipal League on Salaries, Wages and Fringe; the Agreement between Consumers Power and the Utility Workers Union of America, effective September 1, 1971 to September 1, 1974.

Factfinding was requested jointly by the parties on July 17, 1972.

During these hearings the factfinder was tempted on occasion to return the dispute to mediation, but was impressed, frankly, with the quality of the parties representing both sides and concluded that conditions did exist for an atmosphere conducive to effective bargaining between the parties.

The parties need not be reminded that only in free and unfettered collective bargaining can each group effectively put forth its position. No one can predict what a factfinder reviewing a particular issue might do, and it is often possible that his recommendation may not be responsive to a particular issue in the way either group might desire it to be.

I wish to take note of the cooperative spirit of both sides. Before the final hearing was held on Saturday, October 14th in Bay City, the parties sought through further and continued negotiations to reach settlement. They are to be commended.

Arguments have been presented on such matters as the

cost of living, accidental death and life insurance, Blue Cross-
Blue Shield, vacations, status of construction foremen, compen-
sation, sick leave, holidays, longevity pay, wages and salary
rates, retirement, holiday pay, payroll checks, shift differen-
tial, wage adjustment, probationary period, custodian dispatchers,
status, general working conditions, and other topics such as
job descriptions, inclement weather, safety, uniforms.

After three days of hearings, it is the recommendation
of the factfinder that the following be incorporated into the
new contract:

(1) That parity be maintained between the Consumers
Power Company contract with the operating, main-
tenance and construction employees in this new
contract with the City. It is important that pri-
vate industry benefits not exceed those of the
public sector in order that cities may maintain
competent and efficient personnel rather than risk
losing them to private industry. The parties agree
that the work done by the men in the bargaining
unit appears to be the same as those under the
private sector agreement.

(2) That the agreement be effective July 1, 1972
and run through August 30, 1974, which is the period
that the Consumers Power Agreement will run. It is
important that unions and cities execute long term

contracts to assure industrial peace and the continued effectiveness of both groups. Negotiations for new contracts are time consuming and occasionally abrasive experiences.

L-D (3) That the employees' longevity clause in the present contract with the City be continued.

R-D (4) That the employees continue under the State of Michigan Municipal Employees Retirement Act.

H-R (5) That a study group be set up including two representatives from each of the unions bargaining with the City which consist of regular employees, the Police, the Fire and this Union and that said study group is to seek to improve the present health, hospital and accident setup. A report should be made on the findings of the group no later than January 1, 1973.

V-D (6) The present vacation system in the contract is to continue as under Article XXIV (page 11).

S-D (7) Sick leave will accumulate as in the present contract (Article XVIII, page 8).

After many hours of hearing and discussion, I believe that this is a reasonable resolution and make these recommendations.

A review of both contracts stresses the fact that apparently on vacations and sick leave the present City contract is fairer than the Consumer Power Agreement. We see no overwhelming reason to substitute what appears to be new, complex and less equitable clauses on these two subjects from the Consumer Power Agreement. The factfinder retains jurisdiction only for purposes of implementing this proposal.

Respectfully submitted


WILLIAM M. ELLMANN

DATED: October 18, 1972

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