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1/3/96

STATE OF MICHIGAN  
MICHIGAN DEPARTMENT OF LABOR  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION (MERC)

LABOR ORGANIZATION

UWUA Local #541 - AFL-CIO  
Petitioner

B0110  
MERC Case L92 130110  
Jerry Raymond  
Fact Finder

Employer

City of Bay City  
Respondent

FINDING OF FACTS AND RECOMMENDATIONS

Fact Finding Hearing re: the above matter was conducted on Tuesday, November 28, 1995, in the Conference Room, Third Floor, City Hall, Bay City, Michigan. The hearing was called to order at 10:00 a.m., Jerry Raymond, Commission Appointed Fact Finder, presiding.

Neither party requested a Court Reporter record, accordingly, pursuant to MERC Fact Finding procedural rules, no transcript of record was made at the hearing. The Fact Finder is therefore left to his notes and to the Exhibits presented by the parties in preparing his report.

Appearing on behalf of the City of Bay City, and in attendance:

William W. Allsopp - City Attorney  
Bruce M. Wagner - Personnel Director  
Bonnie Vanderberg - Finance Supervisor  
Howard - Building Dept. Director

Appearing on behalf of UWUA Local 541 AFL CIO and in attendance:

Michael Kuhn - President Local 541  
Janet Currie  
Lorraine Grumbley  
Jerry Neering  
Sam Roberts

Two (2) additional persons were in attendance, but however they did not sign in.

Bay City

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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

RECEIVED

The employees involved in this fact finding hearing are described as "Supervisory Employees of the City of Bay City". The bargaining unit consists of 41 employees of a total of 426 City employees, including 100 police and 60 fire.

On behalf of the City - William Allsopp - City Attorney  
On behalf of the Union - Michael Kuhn - President -  
Local 541

#### EXHIBITS

By way of telephone conversations and confirmation letter from Fact Finder addressed to the parties and dated November 6, 1995, the parties were requested to make some effort to agree on submitting joint exhibits and to submit such joint exhibits along with their own proposed exhibits to the Fact Finder prior to the hearing. The parties were advised that this in no way restricted their right to submit additional exhibits at the hearing, as they might choose.

Prior to hearing, Fact Finder received no joint exhibits from the parties.

Prior to hearing, Fact Finder received 17 proposed exhibits from the Union.

Prior to hearing, Fact Finder received no proposed exhibits from the City.

No joint exhibits were offered at the hearing.

#### UNION EXHIBITS OFFERED AT HEARING

(The original 17 Exhibits previously forwarded plus one (1) additional Exhibit, #18)

#### Exhibits

1. Union Proposals - unresolved issues
  1. Retroactivity
  2. Previous tentative agreements honored
  3. Residency
  4. Retirement Benefits
  5. Wages
2. Local 541 Proposed - Dated June 29, 1995  
Sec. 11.1 Wages
  1. Alternative #1
  2. Alternative #2
  3. Alternative #3

3. City Proposals - September 8, 1995

1. Wages
2. Sick Leave
3. Prior Agreed Items

4. Compilation of wage increases given by City of Bay City to non-union Supervisors, Employees (does not include non-union supervisory employees who had not yet received City Manager review). List, noted to include five (5) employees whose increases include reclassification to a higher wage range.

5. Copy of Petition for Fact Finding as filed by

6. Copy of Bureau of Labor Statistics Consumer Price Index, noted by \* North Central Urban percent of change July, 94 - July, 95.

7. City of Bay City - Summary of Benefits for non-union employees.

8. UWUA Local 482 - Contract Provisions - Wages & Longevity - July 1, 1993 - June 30, 1997.

9. UWUA Local 542 Contract Provisions - Wages, Cola, etc. - January 1, 1993 - December 31, 1995.

10. IAFF Local 1435 - Salaries & Wages - July 1, 1993 - June 30, 1997.

11. Police Officers Labor Council - January 1, 1993 - December 31, 1995 - Command Officers Wage Schedule.

12. UWUA Local 482 - Wages & Longevity - July 1, 1993 - June 30, 1997.

13. Listing of percent wage adjustments 1994 - '95 - '96 for Union, Non Union Public and private employment in Bay City area.

14. Position Rating of City of Bay City Supervisory Employees with Supervisory Employees in other Cities.

15. City of Bay City Ordinance, requiring residency, adopted March 22, 1971.

16. City of Bay City and Local 541 UWUA - Memorandum of Agreement, June 27, 1989, re: Bonus, Sick Days.

17. Ordinance of Bay City, City Commission, November 13, 1995, repealing domicile (residency) Ordinance.

18. Wage Schedule, Local 541, April 7, 1995.

CITY OF BAY CITY EXHIBITS OFFERED AT HEARING

Exhibits

1. City offer of September, 1995.
2. Comparable Governmental Organization Wage increase percent.
  1. County of Bay - Supervisors and Administrators.
  2. City of Midland - Supervisors
  3. City of Jackson (all employees)
3. Offers of City on November 20, 1995 to Local 541 to resolve issues in dispute.
4. At the request of the Fact Finder after closing the hearing, Mr. Wagner, City Personnel Manager forwarded an additional Exhibit, namely, tentative agreed items and the City's estimated added cost or saving of each item (15 items).

At the commencement of the Hearing, the Fact Finder requested each of the parties to restate their remaining issues.

Mr. Kuhn listed the Union's remaining issues as follows:

1. Wages
2. Pension
3. Residency
4. Sick Leave, Reimbursement at Retirement
5. Retroactivity

Mr. Allsopp listed the City's remaining issues as follows:

1. Wages
2. Pension
3. Residency
4. Sick Leave, Reimbursement at Retirement
5. Retroactivity

This was a Fact Finding Hearing, and by its very name, and the purpose of such hearings as set forth in the Act, this hearing was held so that each side, the Petitioning Union and the City, might have an opportunity to present facts in support of their respective positions. The Fact Finder is then to make his "Finding of Facts" and his recommendations from the facts presented by the parties themselves, and none other.

Mere statements by the Union or by the City of prior proposals or offers, are just that, statements of the party's position at a particular time. Such statements though interesting, are not facts in support of the party's position and are of little help to the Fact Finder in carrying out his responsibilities. The same goes for such statement as "That's too costly". That's not a fact, that's an allegation. What is lacking is some evidence to support that allegation.

At the commencement of the hearing, the Fact Finder set forth the procedural rules which would be applicable. He explained, that he would accept everything into evidence that might be presented. That means he would accept allegations which were supported by substantial exhibits, he would accept mere hearsay, and he would accept mere assertions which were supported by no factual testimony or exhibits, and appeared to be nothing more than unsupported allegations. However, what he was looking for was facts, which supported the proposals or allegations. Accordingly, the Fact Finder, explained, that in considering what was presented, he would give the proper weight to each allegation or claimed fact in support of a party's position that it deserved. Statements or allegations supported by facts would carry much weight. Unsupported statement or allegations would carry little weight and the absence of facts would of itself be considered as a fact which cannot be ignored.

A Fact Finder may not base his conclusions and recommendations on his personal knowledge of the subject; Rather a Fact Finder must base his findings of fact, presented or absent in support of each party's case, conclusions and recommendations only on those facts present or absent from each party's case as presented at the hearing. Each party had full opportunity to present its case and its supporting facts. Neither the City nor the Union challenged as untrue or misleading, any supporting facts presented by the other party. Accordingly, facts as presented by each party will be accepted as true.

The Union, being the Petitioner, the presentation of the Union case was presented first.

The Union position was presented by Mr. Kuhn, President of Local 541, with additional comments by other members of the union representation.

In preparing his report, your Fact Finder first reviewed each of the exhibits submitted by the Union, as follows:

Exhibit 1 is a statement of the Union proposals and offers nothing in support thereof.

Exhibits 2 and 3 are brief statements of the City's proposals as of September 8, re: wages and sick leave and including prior agreed items. There are no facts either in support of or against the Union proposals here.

Exhibit 4 is a listing of 16 non-union supervisory positions, which come under the Labor Relations direction of the City Manager. The list sets forth the percent of wage increase granted to each named employee during the past sixty (60) day period and after conclusion of mediation of the issues here in dispute (after September 8).

The exhibit shows that some of increases granted are the result of reclassification to higher classifications. In addition, eight (8) positions had not yet reviewed. It is apparent, the average increase granted including the reclassifications, exceeds the increase requested by the Union. Two (2) classifications received less than the amount of increase requested by the Union. Exhibit 4, presents facts which will be considered by the Fact Finder.

Exhibit 5, is a copy of the Union Petition to MERC for Fact Finding. No supporting facts here.

Exhibit 6, is a copy of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, reflecting percent of change from July, 1994 to July, 1995.

There are two (2) indexes:

1. For all Urban Consumers which reflects an increase of 4.1%.

2. For Urban Wage earners and clerical workers, which reflects an increase of 3.8%. B.L.S. facts will be considered by the Fact Finder.

Exhibit 7, this exhibit is a series of benefits for non-union employees. Page 2, with a notation date of February 19, 1990, set forth the schedule of benefits for unused sick leave upon retirement or death. The provisions appear to be the same as those existing for supervisory employees represented by Local 541. The facts set forth in Exhibit 7 will be considered by the Fact Finder.

Mr. Kuhn pointed out that the Union employees had agreed to a wage freeze in 1989, as a concession for this sick leave add back benefit. This Fact, not disputed by the City, will be considered by the Fact Finder.

Exhibit 8, is a copy of provisions of the Contract between the City of Bay City and City employees (non supervisory) covered by UWUA Local 482.

Under wages, effective July 1, 1995, for 19 listed classifications the increase is 4%. The facts set forth in Exhibit 8, will be considered by the Fact Finder.

Exhibit 9, is a page for the Contract between the City of Bay City and certain non-supervisory City employees. The facts set forth this Exhibit will be considered by the Fact Finder.

Article 15 of Exhibit 9, provides full time employees shall receive wage increases as follows:

Effective January 1, 1995 - \$.45 per hour

Your Fact Finder has no way of knowing what percent of wage increase for employees in these classifications is reflected by a \$.45 per hour wage increase. The fact of the amount of the increase will be considered by the Fact Finder.

Exhibit 10, is a page from the City of Bay City Contract with the IAFF (Firefighters) - Page 5, re: salaries and wages.

#### Firefighters/EMT

Effective July 1, 1995, 4% wage increase for beginning Firefighters/EMT through and including four (4) year Firefighters/EMT

A. Effective July 1, 1996, 4% wage increase for beginning rate Firefighters/EMT through and including four (4) year Firefighters/EMT.

B. Effective July 1, 1995, Engineers to be 2% above four (4) year Firefighters/EMT/

C. & D. Sets forth certain percent differentials for officers. The facts in support of the Union position, as set forth in Exhibit 10 will be considered by the Fact Finder.

Exhibit 11, sets forth wage schedules for Police Officers Labor Council Command officers. The percentage of increase is not set forth in this exhibit, from the dollar amounts stated, the percent increase granted in 1995 appear to be substantially below the amount requested by Local 541 for the covered employees. What appears here seems to be in conflict with the percentage of increase granted to FOP Local 103 as the figures appear in Union Exhibit 13. Exhibit 13 reflects a 4% increase for 1995. There was no objection from the City re: the assertion that the City Contract with FOP provides for a 4% wage increase in 1995. However, the dollar amount increase appears to be less than 4%. Accordingly, the Fact Finder will give this Exhibit questionable consideration.

Exhibit 12, appears to be the same as Exhibit 8. It reflects a 4% increase effective July 1, 1995, for 19 classifications, i.e., 4%. This fact will be considered by the Fact Finder.

Exhibit 13, appears a listing of percent wages increases for the years 1994, 1995, 1996, granted to various worker groups. This includes "non-union", which your Fact Finder assumes means, City of Bay City non-union supervisory employees. The percent increase here is 4% in 1994 and 6.52% in 1995. As previously noted this 6.52% increase includes wage increases for several employees resulting from reclassification to a higher classification. Their reclassification wage increases do not appear to be the result of or change of job or responsibility for the individual employee. Rather they appear to be, reclassifications of the same person for the same work, to a higher classification. These facts will be considered by the Fact Finder.

Exhibit 13 further reflects wage increases in 1994 and 1995 of 4% for Firefighter, Police and 4% Local 542 in 1994. The chart also shows an increase of 2.3% for Local 482 employees in 1994 and 4% in 1995. However, this appears to be in conflict with Union Exhibit 8 which shows a 3.5% increase for Local 542 employees in 1994. The facts in this Exhibit will be considered by the Fact Finder, bearing in mind what appears to be a conflict with the facts set forth in Exhibit 8.



For Bay City Teachers, the percent increase shown is 3.5% or COLA.

For BCPA Secretaries it shows 3%, which is the percent increase for 1995, for Bay City Steel Workers, Management, Courts and UWUA Tent Consumers, (whatever they are) and others. These undisputed facts will be considered by the Fact Finder.

Union Exhibit 14 (2 pages), taken from "Report of Michigan Municipal League". This Exhibit lists various job classifications, the number of cities over 25,000 with such classifications and the comparative ranking of Bay City employees in each classification at the maximum rate, with employees in such other Cities. Your Fact Finder notes that for all classifications listed the wages of Bay City employees generally appear to rank among the lowest in every classification. It should be noted the chart shows no rank rating for supervisory employees. Facts set forth in Exhibit 14 will be considered by the Fact Finder.

Exhibit 15, this Exhibit sets forth, provision of Sec. 2.2 of the City of Bay City Code of Ordinances.

Sec. 2.2, Domicile of City Employees. This ordinance provides for the domicile of Bay City Supervisory employees to be within the City of Bay City.

However, it should be noted, this ordinance was repealed, November 13, 1995, as shown in Union Exhibit 17. The facts set forth in Exhibit 15 will be considered by the Fact Finder.

Union Exhibit 16, this exhibit is a copy of Memorandum of Agreement re: bonus sick days at retirement entered into June 27, 1989. This Exhibit will be considered by the Fact Finder. In addition, Mr. Kuhn, on behalf of the Union stated that the employees had agreed to an 18 month freeze at the time they received this benefit. The City did not dispute the Union claim of wage freeze for Local 541 Supervisors for 18 months. The City explained that the reason for a 12 month freeze for most other City employees, was the Contract expiration dates. These facts will be considered by the Fact Finder.

Union Exhibit 17, this exhibit is a copy of the minutes of the meeting of the Bay City Commission, November 13, 1995, repealing Ordinance 2.2, re: domicile requirements for non-union and supervisory employees. This exhibit will be considered by the Fact Finder.

In addition, the Union submitted a copy of the Labor Relations Contract between Local 541 and the City of Bay City. The Contract speaks for itself. It neither adds to or subtracts from either party's position.

Your Fact Finder reviewed the City Exhibits as follows:

City Exhibit A

City offer of September, '95 (Mediation)

This is a statement of a prior City offer. It offers no facts as to why it should be adopted. Fact Finder will consider it only for the purpose of showing movement to new offer as set forth in City Exhibit C.

City Exhibit B

Comparable Governmental Organizations

County of Bay - Expenses, etc., '94 - 3%, '95 - 3%

City of Midland - '95 - 3% + significant changes in health care, plus wellness incentives.

There is no indication here as to the monetary value of such charges or the monetary value of the wellness incentives.

City of Jackson - shows a 3% increase. Though some facts in support of the City position are set forth here, your Fact Finder is left without any information as to what is the cents cost of this item to the City of Midland.

Your Fact Finder will consider the fact of the increases given in the three (3) governmental agencies cited. However, your Fact Finder was given no information as to the population comparison of City of Midland or City of Jackson with City of Bay City. Further, no information is made available to the Fact Finder as to what average wage increase was granted for the year 1995, to supervisory employees in the approximately forty (40) Michigan Cities with populations in excess of 25,000.

City Exhibit C

City Exhibit "C" is the package offer made by the City and rejected by the Union November 21, 1995.

It shows movement from a \$.35 per hour wage offer to \$.48 per hour retroactive to July 1, 1995, (3%). Also would provide for a wage reopener in late 1996. These facts will be considered by your Fact Finder.

Further, it proposes changing the 100 day qualifying for add back sick leave pay to 200 days, effective July 1, 1996. It further proposes eliminating the "add back" days July 1, 1997. This is merely a proposal of the City. It offers no facts in support thereof.

This Exhibit also proposes to eliminate the "residency requirement, with Latitude to the City Manager for disciplinary action not subject to the grievance procedure".

Your Fact Finder is left in the dark as to the meaning of "Latitude to the City Manager for disciplinary action without grievance". To the extent this Exhibit offers facts in support of the City's position. This Exhibit will be given consideration.

#### City Exhibit D

This Exhibit was submitted after the hearing, at the request of the Fact Finder.

It contains substantial informative factual information which will be considered by the Fact Finder.

No other exhibits in support of its position were submitted by the City.

Other than Mr. Wagner, no witnesses were called by the City to give testimony in support of the City's position on any of the issues in dispute.

### Facts by Testimony

Mr. Kuhn, on behalf of the Union, asserted that the City had reached an agreement with non-union supervisors. That the agreement re: rescinding the residency provisions, required no concessions from the non-union supervisory employees. This was not disputed by the City.

This is a fact which will be considered by the Fact Finder.

The Union further asserted that all unions in the Bay City area covering private employment had received 4% wage increase during 1995. This was not disputed by the City, accordingly it will be considered by the Fact Finder.

Mr. Kuhn further made reference to Union Exhibits 10 and 11. These exhibits have to do with wage increase for Fire (#10) and Police (#11) personnel.

#### Exhibit 10 - Article 3 - Salaries and Wages

Shows a 4% increase for Firefighters/EMS with "Engineers" 2% above four (4) year Firefighters. The Exhibit also shows 5% wage differential for officers and rates for certain other officers.

These are facts that will be considered by the Fact Finder.

#### Exhibit 11

Effective January 1, 1995, does not clearly reflect percentage increased, however the Union asserted that Police employees of the City received a 4% increase in wages in 1995. This was not disputed by the City.

Mr. Kuhn further alleged on behalf of the Union that other than the Payroll/Accounts Receivable Supervisor who received an increase of 3.1% and the D.P.W. Administrative Assistant who received an increase of 3.9%, all other City employees, including non-union employees, but except Supervisory Employees covered by Local 541, had received 4% wage increases in 1995.

These assertions by the Union were not contradicted by the City.

The Fact Finder will consider these undisputed assertions as facts in support of the Union position on the issue of wages.

Mr. Kuhn, on behalf of the Union further stated, that the fact all other Supervisory City employees were receiving 4% increases suggested that supervisory employees are being penalized because they were Union.

This allegation was not responded to in any manor. No reasons for this disparity, no facts, other than the Governmental Comparison City Exhibit "B", were presented by the City in support of its position offering a 3% increase to Local 541 Supervisors, when all other City employees received 4% or greater increases for the same period.

Your Fact Finder must consider these facts. In your Fact Finders mind the absence of facts supporting a party's position, or in opposition to the other party's position is an important fact which must be considered.

Your Fact Finder must also consider that City Exhibit "B" offers statistics re: only three (3) Governmental agencies, though it appears from Union Exhibit 14 that according to Michigan Municipal League Statistics there are forty (40) or more Cities in Michigan with populations over 25,000. The absence of percentage of wage increases for these Cities must be considered by the Fact Finder when considering the 3% wage increases shown in City Exhibit "B".

At the same time, your Fact Finder must consider the fact that Union Exhibit 14, for some strange reason appears to be void of any "supervisory classifications".

The absence of such classifications in Union Exhibit 14, is of itself a fact which your Fact Finder must consider when considering other facts set forth in Exhibit 14.

City, added Exhibit "4", was filed at the request of the Fact Finder.

This Exhibit sets forth the added cost or savings to the City as a result of settlement of other issues settled between the parties. Though these issues are not included in the fact finding petition they are facts which the Fact Finder now has knowledge of. These facts must be considered by the Fact Finder.

The City added Exhibit "4", presents added cost or savings amounts in fifteen (15) contract sections.

The total cost savings has a value of .004% per hour per employee. (41 employees)

The added cost to the City for all items totals .064 per hour, per employee. This leaves a net added cost for all fifteen (15) items of .06 per hour, per employee. Six (\$.06) cents per hour additional cost resulting from all prior settled issues, appears to be equal less than to 1/25 of one (1%) percent per hour wage increase for each employee. That is an amount which for all practical purpose is minuscule and deserves little consideration.

During the course of the hearing, your Fact Finder concluded that the City did offer to withdraw the residence requirement without concessions. If per chance, your Fact Finder drew the wrong conclusion, that is, if in fact the City did not offer to rescind the residency requirement without concessions from the Union, they should have. There appears to be no facts supporting continuation of the requirement, and certainly no facts to support concessions by this Union to void the residency requirement. After all, the Council of the City of Bay City on November 13, 1995, just days prior to the Fact Finding Hearing had rescinded the City Ordinance requiring residency by supervisory employees.

As to the issue "Retirement", Mr. Wagner, City Personnel Manager stated, "The Retirement Plan is the same for all City employees except Police and Fire".

There are some facts re: the Retirement Issue which the Fact Finder must consider. These facts were put on the record by the City:

Fact 1 - All City employees, except for Police and Fire have the same Retirement Plan.

Fact 2 - The City bargains with six (6) units. This is the first unit which has gone to the Fact Finding.

Accordingly, the Fact Finder must consider that the facts are as follows:

All City employees except Police and Fire are on the same retirement plan. During the 1995 negotiating year, the City reached agreement with other bargaining units. The fact is, none of the bargaining unit settlements provided for changes in the retirement plan which the City seeks from Local 541 members.

The major fact which is therefore before your Fact Finder is as follows:

If the City's proposed retirement changes were accepted by the Union or recommended by the Fact Finder, that would mean that this bargaining unit of 41 employees would be the only unit out of six (6) bargaining units with a different retirement plan, except for Police and Fire.

Perhaps it was the intent of the City to establish a precedent. Perhaps the City hoped to use the fact that the Union of Supervisors represented by Local 541 had agreed to certain charges in retirement benefits and therefore all other bargaining units which came under the Retirement Plan for all City employees, should follow suit. That would make no sense. That would mean that for all practical purposes, these Supervisors were bargaining for the rest of the City employees. That would mean "the tail was wagging the dog".

If the City had other and more substantial facts to support its position, for some unknown reasons, such facts if any were withheld.

Mr. Wagner, further stated, "the cost is too high". That is not a fact, it is an unsupported statement. The City made no claim of inability to pay. The City offered no comparisons with other like Cities to show that Bay City's retirement costs were out of line. Your Fact Finder asks, "to high in comparison to what?" There was no testimony or exhibits to show what the cents per hour, per employee is. There was no supporting facts whatsoever that the Fact Finder might have considered in support of the allegations, "the cost is too high".

Your Fact Finder has taken considerable time reviewing and rereviewing, studying and restudying the exhibits presented by the City in support of its position on the issues in dispute. He has also read and reread his notes, in both instances, looking for something substantial in the way of "facts", presented by the City, in support of its position.

The parties here may wonder, why the Fact Finder has delayed his report and recommendations. It is not that he did not get to this case, on the contrary he has spent more time than usually required, trying to find, what facts the City presented, where is the City's case.

Part of the delay has resulted because your Fact Finder gave serious consideration to re-opening the hearing. He considered this course, so that if given another opportunity to present its case, perhaps the City might offer some real factual evidence, not mere unsupported allegations, in support of its position.

Your Fact Finder, was left with the conclusion, that either the City had presented the only case it had, and therefore re-opening the hearings would be of no value, or, for some unknown reason, the City chose not to go forward.

After careful consideration, your Fact Finder has elected to accept the former. Accordingly, he must base his finding of facts, as presented by the parties, on the exhibits offered and on the testimony and argument given during the course of the hearing and on nothing else.



Based upon the facts and absence of facts as noted above, your Fact Finder recommends as follows:

### 1. Wages

The great weight of facts presented by the Union in support of its request for a 4% wage increase, far outweighs the facts presented by the City in support of its latest offer of a \$.48 per hour increase, equivalent to a three percent (3%) increase.

It is recommended that Supervisory employees represented by Local 541 receive a wage increase equivalent to four percent (4%) per hour.

### 2. Residency

The facts presented regarding no residency requirement for all other City of Bay City employees, including non-union employees, with no concessions from the Union, plus the fact that the City Council repealed the residing requirement ordinance are controlling in your Fact Finders mind.

It is recommended, that the residency requirement for Supervisors represented by Local 541 be abolished.

No facts were presented to support the City's proposal for granting "Latitude to the City Manager for disciplinary action, not subject to the grievance procedure".

Your Fact Finder is not aware of the members of any other bargaining unit in the City being subject to this proposed grievance procedure exception. Accordingly, your Fact Finder cannot recommend its adoption. Creating a precedent by way of an agreement with 41 of 426 employees would be a bad collective bargaining policy. This is particularly true when the 41 employees are Supervisors.

### Sick Leave Retirement Pay

The City assertion that the cost of the Sick Leave Retirement Pay plan as currently existing, was too high, is not supported by any facts either oral or exhibits. The cost itself was not offered. The only fact presented on this issue was the undisputed statement of the Union, that it had accepted an eighteen (18) month wage freeze to gain this benefit.

In the course of presentation, the Union gave its estimate of the dollar loss value if the City's proposals re: this issue, were adopted. These loss estimates were not disputed. Accordingly, your Fact Finder can only view the City proposal re: altering the plan and eventually eliminating it, as a proposal for eliminating a fringe benefit of substantial monetary value without offering anything in return. No facts were presented to support such a proposal. I repeat, a mere statement "the costs are too high" is just that, an unsupported statement.

Your Fact Finder does therefore recommend, no changes in the sick leave retirement program.

#### Retroactivity

During the course of the hearing the City proposed a three (3) year contract with a wage reopener after one (1) year. The union indicated it had no objection to a three (3) year contract with wage reopener after one (1) year.

No facts were presented to support any specific retroactive date. Accordingly, it is the recommendation of your Fact Finder that the wage increase of four percent (4%) as previously recommended be made retroactive to July 1, 1995, the prior Contract expiration date. Further, it is recommended that all and any other changes in the contract, including those previously agreed to between the parties, be made effective as of the date of this recommendation, or in the alternative if both parties agree, effective as of the date of signing of the new contract.

#### Pensions

Although "Pension" is listed by the City as a separate issue, no facts regarding this issue were presented, accordingly, your Fact Finder can only recommend that there be no contract changes re: this issue.

Respectfully Submitted,

  
Jerry Raymond

1/3/96