

1027 ✓  
MICHIGAN DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF:

THE COUNTY OF BERRIEN,  
EMPLOYER

and

TEAMSTERS, LOCAL 214,  
UNION

---

MERC CASE NOS.

G86 K-1056 - General Employees  
Unit  
G86 A-52 - Supervisors Unit  
G85 A-53 - Circuit Court Unit

FACTFINDING REPORT

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February 19, 1987

*Berrien County*

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EMPLOYMENT RELATIONS

DAVID W. GRISSOM LAW OFFICES, P. C.

ARBITRATOR

PENOBSCOT BUILDING, SUITE 1551, DETROIT, MICHIGAN 48226

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February 23, 1987

Mr. Henry Mueller  
Business Representative  
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c/o Mr. Joseph Valenti  
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Detroit, MI 48216

Mr. Thomas R. Fette  
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720 State Street  
P.O. Box 890  
St. Joseph, MI 49085

RE: County of Berrien and Teamsters,  
Local 214

Factfinding Case Nos.  
G86 K-1056; G86 A-52; G85 A-53

Correction in Factfinding Report

Gentlemen,

Please be informed that a correction is in order on page 25 of the Factfinding Report regarding Disposition on the Election of Remedies Clause. The second sentence from the bottom of the page should read, "as such, there is no substantive basis for adding a 'hold harmless' clause...." The word no has been incorrectly left out. Please make this insertion.

Yours truly,

/s/ David W. Grissom

DWG:ms

cc: Mr. James Amar

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IN THE MATTER OF:

THE COUNTY OF BERRIEN,  
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G86 K-1056 - General Employees Unit  
G86 A-52 - Supervisors Unit  
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INTRODUCTION

On October 16, 1985, Teamsters, Local 214 was certified as the collective bargaining agent for three (3) units of employees of Berrien County - a General Employees Unit, a unit of Supervisors and a unit of employees of the Berrien County Circuit Court. Negotiations for a collective bargaining Agreement commenced on or about February 3, 1986. Thereafter, some twenty-four (24) bargaining sessions were conducted between the parties and a mediator was subsequently called in on two (2) occasions - June 3 and 20, 1986. Notwithstanding, a number of issues remained unresolved. On June 30, 1986, Teamsters, Local 214 President Joseph Valenti, on behalf of the Union, filed a Petition for Factfinding with the Michigan Employment Relations Commission in Case Nos. G85 K-1056, G86 A-52 and G85 A-53. A "Corrected" Petition was later filed on or about July 30, 1986 to cure certain defects. Tentative agreement has already been reached on some 143 issues. However, in accordance with the Petition(s) and the Stipulations by the parties, twenty-three (23) issues remain outstanding.

As a prelude to the Factfinding Hearing, a pre-hearing conference was carried forward on October 6, 1986 at the Offices of the County of Berrien in St. Joseph, Michigan. Mr. Joseph Valenti represented the Union and Mr. Thomas Fette, Attorney, represented the County (Employer). As a result of this meeting, the parties agreed to jointly prepare a Stipulation of Issues pursuant to which the undersigned Factfinder could formulate recommendations. That Stipulation was executed by the parties on October 9, 1986 and transmitted to the Factfinder. On November 17, 1986, the Factfinding Hearing was conducted and completed with Mr. Fette again representing the County and Mr. Henry Mueller, Business Representative, representing the Union. Post-Hearing Briefs were received on or about December 27, 1986.

#### UNIT DESCRIPTION

##### General Employees Unit

All employees of Berrien County, excluding temporary and part-time employees, assistant prosecutors, supervisors, confidential employees, employees who are represented by other unions, and employees of Circuit, Probate, and District Court (309 employees).

##### Supervisors Unit

All Full-time Supervisors, excluding Appointed Officials, Department Heads, Public Health Nurse Administrator, Mental Health Programs Administrator, Business Administrator for the Riverwood Community Mental Health Department, Health Education Director, Environmental Health Director Level II, Chief Psychiatrist, Staff Psychiatrist, Public Health Administrator, Chief Assistant Prosecuting Attorney, and all other employees (24 employees).

##### Circuit Court Unit

All full-time Circuit Court employees, excluding supervisors, executives, bailiffs, court reporters, assignment clerks, and law clerks (22 employees).

## ISSUES

The issues presented to the Factfinder for recommended disposition are listed below:

| <u>Economic</u>          | <u>Non-Economic</u>                           |
|--------------------------|---|
| 1. Wages                 | 1. Grievances                                 |
| 2. Longevity             | 2. Dues                                       |
| 3. Pension               | 3. Definition of Employees                    |
| 4. Overtime              | 4. Layoff                                     |
| 5. Vacations             | 5. Recall                                     |
| 6. Health Insurance      | 6. Vacancies                                  |
| 7. Dental Insurance      | 7. Co-Employers                               |
| 8. Optical Insurance     | 8. Special Clothing                           |
| 9. Sick Leave            | 9. Election of Remedies Clause                |
| 10. Holidays             | 10. Medical Verification of Sick<br>Leave Use |
| 11. Call-In Time         |   |
| 12. Mileage              |   |
| 13. Bargaining Committee |   |

The format for the disposition on each of the above cited issues shall be as follows: This report shall breakout the individual issue, recite the stipulated position of each party and then set forth the specific recommendation with comments and/or rationale as appropriate.

## POSITION OF THE UNION

The Union urges that when comparisons are made between Berrien County and other counties previously used by the Employer for comparison purposes, the Employer invariably will be low on the scale on most issues. This conclusion remains even when county comparisons are based upon State Equalized Valuation and population. Notwith-

standing, the Union maintains that it has no interest in crippling Berrien County financially; reducing services to the public or increasing the tax rate. The Union is simply in pursuit of fair wages and benefits for County employees.

The Union further avers as follows: Although County employees received annual increases in 1980, '81 and '82 at which time employees could reach the maximum in three (3) years and could receive a longevity stipend in seven (7) years, the system was dramatically changed in 1983. The annual wage increase and longevity formula were eliminated and the time it takes to reach the maximum rate was increased. Some employees do not reach their maximum rates for eight (8) to ten (10) years. The only employees who received a five (5) percent (5%) increase in 1983 were those who had been on the payroll for a specified number of years. If the Union were to receive exactly what it has proposed on the economic issues, Berrien County would not be above the average on the adjusted "Morley" comparables, State Equalized Valuation or population.

The Employer never raised the question of inability to pay during negotiations. There are holes in its budget contentions. The Union suspects that funds exist which could not be ascertained from a review of the 1986 and 1987 Budgets (County Exhibits #3 and 4). The County's assertion that the Union reverted to a regressive position on its economic demands is incorrect. On April 30, 1986, the Union presented a proposal (last best offer) which was clearly understood to be exploratory in nature. If the parties continued to negotiate, it would remain a proposal; if the parties went to Mediation or Factfinding, it would not.

The Employer has refused to accept the Morley Counties for comparison purposes during these negotiations (Ingham, Jackson, Kalamazoo, Muskegon, Ottawa, Saginaw), even though it accepted Mr. Morley's conclusions on the Mental Health Department study in 1981 for professional and managerial employees. It further adopted Morley's local market evaluations for technical, clerical and service employees. This refusal by the Employer is unreasonable. It is moreover invalid for the Employer to insist upon including the Counties of Cass and Van Buren together with the Morley Counties. These Counties hold no similarity to Berrien in terms of population, State Equalized Valuation or actual operations. According to the Union's information, the 1986 Budget for Cass and Van Buren Counties was \$5,511,016 and \$6,016,561 respectively. Berrien County's 1986 Budget was \$23,112,735.

The Union's case is based largely upon comparisons geared to the modified Morley Counties on information supplied by the Michigan Association of Counties and the collective bargaining Agreements within those counties. Specific viewpoints on each of the twenty-three (23) issues at hand are set forth at pages 7-11 of the Union's Post-Hearing Brief.

#### POSITION OF THE COUNTY

As an initial proposition, the Employer avers that a review of the issues will show that in the late stages of bargaining and in the Stipulation, the Union has taken "regressive" positions



on several items including Wages. From the overall standpoint, the Employer believes that at least five (5) factors ought to be considered in deciding the issues at hand: (1) Population and economic demographics within the County (2) existing wages, benefits and working conditions of the affected employees (3) the Employer's financial situation (4) the costs of the various economic proposals and (5) how others compare in wages and benefits. The Employer has presented an extensive analysis of these factors in its Post-Hearing Brief. The following represents a summary of Employer notations on these points.

In recent years, Berrien County has experienced significant population loss and economic dislocation i.e. Whirlpool, Clark, V-M Corporation, etc. Since 1980, the County population has declined from 183,000 to 163,000 or eleven percent (11%). The educated, employed and employable have moved away in large part, leaving a great portion of the population unskilled and undereducated. Ergo, the need for increased County sponsored social service programs. In order to attract new businesses, local units of government have increasingly utilized tax reductions, tax abatements and incremental finance schemes. This has served to reduce the County's revenue generating ability.

In terms of wages and benefits, in 1980, all County employees received a seven percent (7%) increase across the board. In addition, employees with three (3) years of service or less qualified for a five percent (5%) merit pay increase on their anniversary dates. About fifty percent (50%) of the employees in the

units now under consideration received a twelve percent (12%) increase sometime during the year 1980. Also, if an employee achieved seven (7) or fourteen (14) years of service during 1980, he/she received a longevity increase of two and one half percent (2½%) on their anniversary date. In 1981, employees received a six and one half percent (6.5%) increase across the board plus the five percent (5%) merit increase. About fifty percent (50%) of the work force were recipients. Longevity steps were retained. The same procedure was effectuated in 1982 with a six percent (6%) increase.

In 1983, instead of providing an across the board increase on the base salaries, the County Commissioners decided to reward longer term employees and encourage careerism. Thus, an additional merit step was added so that employees on the payroll as of July 1, 1983 became entitled to a five percent (5%) increase during the next twelve (12) months. All employees with at least four (4) years of service received the five percent (5%) increase. In 1984, the same program was followed - a five percent (5%) increase at the five (5) year level plus a commitment for the County to add merit steps in 1985 and 1986 at the sixth (6th) and seventh (7th) service year (see County Exhibits #1 and 2). Ms. Cynthia Diederich, Assistant Personnel Director, testified on the wage history described above.

The thrust of the Employer's position on benefits is that in the main, they are liberal. For instance, no co-pays for Health Insurance in spite of rising premium costs; four (4) weeks paid vacation at the top level and twelve (12) paid Holidays. The Pension Plan is liberal and the formula factor (currently 1.7%) has been increased steadily from 1.5% to 1.6% in 1982 and from 1.6% to 1.7% in 1985.

In terms of ability to pay, several points have been made by the Employer. The County has been fiscally conservative and prudent for years. However, the financial picture has deteriorated in recent times. Beginning in 1984, the budget fund balance (\$281,943) had to be used to balance the budget. The same problem occurred in 1985 and projections are that expenditures will once again exceed revenues in 1986. Possibly \$900,000 in fund balance money will have to be used to offset a projected deficit. Unless substantial savings are effectuated, a 1987 deficit may occur to the tune of \$154,000. Berrien County Coordinator Roger Petrie testified on these matters (see County Exhibits #3, 4,5,6). The Employer also argues that the County's ability to generate additional revenues is hampered by the leveling off of the SEV and rate of growth and the proliferation of tax abatements and tax incremental financing of new and existing businesses. The County can afford to pay its employees fair wages and benefits but must be able to exercise fiscal restraint to avoid a significant loss in the services it provides to the citizens of Berrien County. According to the Employer's calculations, the cost of the Union demands is \$727,202.00, representing a twenty-three percent (23%) increase in annual labor costs.

The claim by the Union that the Employer has previously used the modified Morley Counties is incorrect. In 1980, the County Commissioners directed that the Riverwood Community Health Service (originally state run but taken over by the County) be merged into the County salary structure. Mr. Morley was hired to study the staffing at Riverwood and make recommendations on a salary schedule for those employees. He ranked all Michigan Counties in terms of

SEV and population and selected the three (3) immediately above and below Berrien County forming a "state market" for professional/managerial employees. He selected large local employers to form a "local market" to evaluate TOPS positions (Technical, Office, Paraprofessional and Service positions). Mr. Morley issued his salary structure recommendations in January 1982. The Mental Health Services Board accepted his recommendations and the County Commissioners eventually agreed to implement those recommendations. It is the Employer's position here that the County Commissioners never actually accepted and adopted the Morley Counties as comparables. Further, the Employer argues that these Counties are geographically separate from Berrien County, have unique economic and population demographics, are not "border" counties and are not undergoing economic decline. Employer: The Morley Counties should not be used as comparables.

The Employer's position on the non-economic issues is summarized at pages 34-36 of its Post-Hearing Brief.

#### DISCUSSION

The undersigned Factfinder has reviewed the relative positions of the parties. Additional discourse is unnecessary except for notations on three (3) salient points.

1) The recommendations on the twenty-three (23) issues at hand shall arise from the positions stated by each party in the Stipulated Issues for Factfinding executed on October 9, 1986. The recommendations shall be within the confines of these proposals ex-

cept where necessary information is not specified in the Stipulation and must be derived from other documents in the record. Ergo, if the Contract is to exceed one (1) year, the Union's position on Wages must be gleaned from its blue book materials.

2) In departing from the concept of across the board increases, the County Commissioners in 1983 enabled a large portion of the work force to attain a five percent (5%) increase in each succeeding year up through July 1, 1986. Longevity increases at the seventh (7th) and fourteenth (14th) steps were provided as of July, 1983 and affected employees continued to be grandfathered up through July, 1986. It is noted however, that merit increases did not cover all employees and further, that the concept of a merit increase is something considerably less than mandatory. Since July, 1983, such increases were not added to the base salary and the incidence of merit increase application was advanced upwards to the fifth (5th) year in 1984, sixth (6) year in 1985 and seventh (7th) year in 1986. The old longevity formula, in place prior to July, 1983, was eliminated. Conclusion: Fair increases to the base salary for all employees are in order.

3) The County has contended that it never "accepted" the Morley Counties as comparables (Ingham, Jackson, Kalamazoo, Muskegon, Ottawa and Saginaw). While it may be true that the Morley Counties were not recognized as a viable yardstick per se, still the County Commissioners approved Morley's recommended salary schedules for managerial, professional and TOPS employees at Riverwood. The basis of the former recommendations were the Morley Counties. In reviewing Berrien County as an entity against other County entities, the

salaries and benefits in the Morley Counties shall be considered. This Factfinder does not believe that employees of Berrien County should rate substantially below other counties in the State of Michigan in salaries and benefits solely by virtue of special problems within Berrien County. Still, the unique aspects of Berrien County as urged by the Employer, shall be taken into account, including its concerns regarding fiscal restraint.

### DISPOSITION ON ECONOMIC ISSUES

Stipulated Position  
(At outset of each issue discussed below)

#### 1. WAGES

##### Union's Position

##### Employer's Position

##### General Employees Unit

All employees to receive a 10% increase or \$1,000, whichever is greater. Convert Riverwood employees from T-P Scale (Technical, Office, & Paraprofessional and Professional Scales) to Grade Scale.  
Drop all Grades below 30.

5% added Step on July 1, 1986; COLA July 1, 1987; COLA July 1, 1988.

OR

Average of Markets on July 1, 1987 and July 1, 1988.

##### Supervisors Unit

Same as General Employees Unit, except there are no Supervisors below Grade 30.

Same as General Employees Unit.

##### Circuit Court Unit

Same as General Employees Unit, except there are no Riverwood employees in unit.

Same as General Employees Unit.

## DISPOSITION

In reviewing the minimum and maximum salaries in numerous classifications in the Morley Counties, including the years required to reach the maximum level, Berrien County on the average, rates low.

A three (3) year Contract is recommended in the instant matter with the following wage provisions:

July 1, 1986 - Seven percent (7%) increase across the board;  
merit step continues.

July 1, 1987 - Six percent (6%) increase across the board;  
merit step continues.

July 1, 1988 - Five percent (5%) increase across the board;  
merit step continues.

## 2. LONGEVITY

### Union's Position

### Employer's Position

#### All Three Units

5th-9th Anniversary = 3%  
10th-14th " = 5%  
15th-19th " = 7%  
20th and over = 10%  
Payment to be made on the  
employee's anniversary date.

The Employer has made no  
offer on longevity.

## DISPOSITION

Longevity increases are not provided for in this Agreement.

Reason: Merit increases of five percent (5%) already implemented

shall remain in place in "lieu" of longevity. In addition, employees shall receive across the board increases as described above.

3. PENSION

Union's Position

Employer's Position

All Three Units

Tax deferment on employee contributions.  
Age plus service - 80.  
Employee contribution = 1%.  
Health Insurance paid in full for employees retiring from the bargaining unit.

No change to 5% employee contribution. Contributions immediately taxed. Normal retirement at age 60 with 8 years credited service. Retiree pays 50% of actual cost of insurance.

DISPOSITION

July 1, 1987 - Reduce employee contribution to four percent (4%).

July 1, 1988 - Increase the current 1.7% Multiplier to 1.8%.

4. OVERTIME

Union's Position

Employer's Position

General Employees Unit and Circuit Court Unit

Overtime paid after 7½ hours a day and/or 37½ hours per week.

Overtime paid after 40 hours per week.

Supervisors Unit

Same as General Employees Unit and Circuit Court Unit.

Since all positions in this bargaining unit are Exempt, there shall be no overtime pay.

DISPOSITION

Overtime shall be paid after forty (40) hours per week at the hourly rate of time and one half (1½). Such overtime worked on Saturdays and Sundays shall also be at time and one half (1½). Overtime worked on Holidays shall be paid at double time (2x).

This disposition is quite comparable to all of the Morley Counties.



5. VACATIONS

Union's Position

Employer's Position

All Three Units

1 thru 4 years = 2 weeks  
5 thru 10 years = 3 weeks  
11 thru 15 years = 4 weeks  
16 years = 22 days  
17 years = 24 days  
18 years = 26 days  
19 years = 28 days  
20 years = 30 days  
Maximum Accumulation = 60 days

1-4 years = 2 weeks  
5-14 years = 3 weeks  
15+ years = 4 weeks  
Maximum Accumulation =  
25 Days.

DISPOSITION

The Employer's proposal is quite reasonable and is also consistent with vacation provisions in the Morley Counties. Effective July 1, 1987, the maximum accumulation shall increase to thirty (30) days.

6. HEALTH INSURANCE

Union's Position

Employer's Position

All Three Units

Current benefit level with the following changes: \$100.00 co-pay for family; \$50.00 co-pay for individual; reduced from \$300.00 and \$150.00.  
The Union to select the carrier.

County continues present coverage and carrier. If carrier is changed, same overall benefits will be provided.

DISPOSITION

The County shall continue to use the current carrier or may select a new carrier at its option. Health Insurance coverage

shall continue as is up through July, 1987. Effective July 1, 1987, the deductible for a single individual shall be reduced from \$150.00 to \$100.00; the \$300.00 deductible for a family shall be reduced to \$200.00.

The above described disposition takes into account the annual County experience in 1986 which showed reduced risks and far less in actual premium paid by the County than anticipated - See information provided by Home Life (County Exhibit #6).

7. DENTAL INSURANCE

Union's Position

Employer's Position

All Three Units

The Employer to provide up to \$350.00 per year in dental premium allowance and the Union is to select the carrier.

None.

DISPOSITION

Effective July 1, 1987, the Employer shall reimburse each full-time employee up to \$150.00 annually for dental expenses. Effective July 1, 1988, fifty dollars (\$50.00) per employee shall be added to the dental reimbursement fund. The Employer shall select the carrier.

8. OPTICAL INSURANCE

Union's Position

Employer's Position

All Three Units

The Employer to provide up to \$100.00 per year in optical premium allowance, and the Union is to select the carrier.

None.

No optical plan is provided for in this Agreement. Costs in this area are better attributed to wage increases and the new dental provision.

9. SICK LEAVE

Union's Position

Employer's Position

All Three Units

Thirteen (13) Sick Leave days per year.  
75% Payout upon retirement or death OR 50% payout upon termination for any other reason, after one year of continuous employment.  
Maximum Accumulation = 180 Days.

Earn Sick Leave from date of Hire at rate of five (5) days per year during first two (2) years of employment and at the rate of thirteen (13) days per year thereafter. No payoff on termination for unused Sick Leave.  
Maximum Accumulation = 140 Days.

DISPOSITION

Effective July 1, 1987, employees who have completed their probationary period shall earn sick days at the rate of thirteen (13) days per year thereafter.

Effective July 1, 1987, a fifty percent (50%) payoff shall apply upon retirement or death.

Maximum accumulation shall remain at 140 days until July 1, 1988 when it shall be increased to 150 days.

10. HOLIDAYS

Union's Position

Employer's Position

All Three Units

Fourteen (14) holidays.  
Addition of New Year's Eve  
and Employee's Birthday to  
the 12 currently provided by  
the Employer.

No change in the twelve (12)  
holidays currently provided.

The twelve (12) Holidays currently provided shall remain in affect. The Holidays now in force are reasonably comparable to the Morley Counties as well as in other related jurisdictions.

11. CALL-IN TIME

Union's Position

Employer's Position

General Employees Unit and Circuit Court Unit

Monday thru Friday     3 hrs.  
Saturdays                3 hrs.  
Sundays                  4 hrs.  
Holidays                 6 hrs.  
At appropriate overtime rate.

Weekdays                2 hrs.  
Saturdays                2 hrs.  
Sundays                  3 hrs.  
Holidays                 3 hrs.  
Straight time unless over  
forty (40) hours.

Supervisors Unit

Same as General Employees Unit  
and Circuit Court Unit.

Same amount of hours as General  
Employees Unit and Circuit  
Court Unit; however, it is a  
straight time rate, since em-  
ployees in this bargaining  
unit are Exempt and there is  
no overtime.

### DISPOSITION

The Employer's proposal on Call-In Time is adopted except that such Call-In Time shall be paid at time and one half (1½) effective July 1, 1987.

#### 12. MILEAGE

##### Union's Position

##### Employer's Position

##### All Three Units

State rate as of January 1, 1986.

IRS allowance of twenty-one cents (21¢) per mile; if reduced, higher amount paid.

### DISPOSITION

Employees shall be paid a mileage allowance of twenty-three cents (23¢) per mile effective July 1, 1987.

#### 13. BARGAINING COMMITTEE

##### Union's Position

##### Employer's Position

##### All Three Units

No loss of pay or benefits.

No pay.

### DISPOSITION

Negotiations sessions which are held during working hours shall not result in loss of pay or benefits by committee members. This provision shall be effective upon the consummation of this Agreement.

## DISPOSITION ON NON-ECONOMIC ISSUES

### 1. GRIEVANCES

#### Union's Position

#### Employer's Position

#### General Employees Unit and Supervisors Unit

All grievances terminate in arbitration.  
Parties share cost equally.

Discharge and suspension grievances to arbitration; loser pays.  
All others to the Personnel and Human Services Committee of the Board of Commissioners.

#### Circuit Court Unit

Same as General Employees Unit and Supervisors Unit.

Discharge and suspension grievances to arbitration; loser pays. All others to the Chief Circuit Judge.

## DISPOSITION

All grievances may terminate in binding Arbitration with the costs to be equally shared by the parties. This finding is consistent with the Berrien County Sheriff's Department/FOP Contract and the Probate Court Contracts - as well as collective bargaining Agreements in the Morley Counties.

### 2. DUES

#### Union's Position

#### Employer's Position

#### All Three Units

All members of the bargaining unit either pay dues or service fee.

Only those individuals who elect to become members have to pay dues.

## DISPOSITION

Union position is fully adopted. Agency shop provisions shall apply upon the effective date of this Agreement. This is also consistent with other Berrien County Contracts.

### 3. DEFINITION OF EMPLOYEES

#### Union's Position

Temporary Employees - work fewer than 30 days.  
Part-time Employees - work fewer than 19 hours per week.  
Job sharing to be allowed for full-time jobs.  
Benefits and dues to be shared.

#### Employer's Position

Temporary Employees - work fewer than 1,000 hours per year.  
Part-time Employee - work less than full-time (37½ hours per week); benefits are provided on a pro rata basis.  
No job sharing.

#### Supervisors Unit

Part-time Employees - work fewer than 19 hours per week.  
Job sharing to be allowed for full-time jobs.  
Benefits and dues to be shared.

Part-time Employees work - less than full-time (37½ hours per week); benefits are provided on a pro rata basis.  
No job sharing.

## DISPOSITION

Employer's position is adopted except that Part-Time Employees shall be defined as employees who work twenty (20) hours or less per week.

4. LAYOFF

Union's Position

Employer's Position

General Employees Unit and Supervisors Unit

Two (2) weeks notice of layoff. All part-time, temporary, season, and probationary employees laid off first. Employees may bump any less senior employee in department, if qualified. May move into any vacant position in County, if

County determines layoff positions by department, probationary employees laid off first, then layoff by seniority. No bumping between departments. Bumping within department by seniority in related classifications.

General Employees Unit and Supervisors Unit

qualified. May elect a layoff or go on temporary employment list. No part-time, temporary, or probationary employees allowed in department during layoff.

Circuit Court Unit

Same as General Employees Unit and Supervisors Unit, except bumping and moving into any vacant position only within Circuit Court.

Court to determine layoff positions, probationary employees laid off first, then layoff by seniority. Employer does not want to allow bumping between divisions and wants bumping within classifications only.

DISPOSITION

Employees shall have two (2) weeks written notice of layoff. All Part-Time, Seasonal, Temporary and Probationary employees shall be laid off first in the department affected, providing the remaining employees are qualified and able to perform the work. Thereafter, employees shall be laid off in order of seniority.



Employees may bump less senior employees within the department, if they are qualified and have the ability to perform the work.

5. RECALL

Union's Position

Employer's Position

General Employees Unit and Supervisors Unit

Recall to any position in County where they are qualified.

Employees recalled to former classifications.

Circuit Court Unit

Recall to any position in Circuit Court where they are qualified.

Employees recalled to former classifications in Circuit Court.

DISPOSITION

Recall from layoff shall be to the employee's former classification and department.

6. VACANCIES

Union's Position

Employer's Position

General Employees Unit and Supervisors Unit

Vacancies shall be filled by the following method:

1. Transfer within the department.
2. Promotion within the department.
3. Bargaining unit right to transfer.
4. Bargaining unit right to promotion.
5. Outside individual given opportunity, provided no present employee has the ability to do the job.

All vacancies are to be filled by the best qualified candidate, in the opinion of the department head. No transfer rights between departments.

### Circuit Court Unit

Vacancies shall be filled by the following method:

1. Transfer within Circuit Court.
2. Promotion within Circuit Court.
3. Outside individual given opportunity, provided no present employee has the ability to do the job.

All vacancies are to be filled by the best qualified candidate, in the opinion of the Court. No transfer rights between divisions.

### DISPOSITION

Vacancies shall be filled from within the department by bargaining unit employees, provided the employee is qualified and has the ability to perform the work. In the event no such employee is available, the Employer may fill the vacancy with a qualified candidate from other departments or from the outside.

### 7. CO-EMPLOYERS

#### Union's Position

#### Employer's Position

#### General Employees Unit

Union does not recognize Co-Employers.

Sheriff, Prosecutor, County Clerk, County Treasurer, Register of Deeds, and Drain Commissioner are Co-Employers with "at-will" employing rights.

#### Supervisors Unit

Same as General Employees Unit.

Sheriff and Prosecutor are Co-Employers with "at-will" employing rights.

\*NOTE: The Co-Employers listed under this section are also proposing the following:

(continued)

Unit Description under Recognition Clause:

"...Court, AND FURTHER EXCLUDING THE CHIEF DEPUTY COUNTY CLERK, THE CHIEF DEPUTY DRAIN COMMISSIONER, THE CHIEF DEPUTY COUNTY TREASURER, AND THE CHIEF DEPUTY REGISTER OF DEEDS."

Add New Section Titled: "COUNTY DEFINED" as follows:

"THE WORD 'COUNTY' SHALL INCLUDE THE BOARD OF COMMISSIONERS AND ELECTED OFFICIALS RECOGNIZED AS CO-EMPLOYERS."

Under Grievance Procedure, change "Board of Commissioners" and Personnel and Human Services Committee" where mentioned to read "THE COUNTY".

Add sentence under Discharge and Suspension Grievances Section as follows:

"...his work station. HOWEVER, ANY EMPLOYEE OF A CO-EMPLOYER WHO IS CONVICTED OF A NON-TRAFFIC CRIMINAL OFFENSE SHALL NOT HAVE ACCESS TO THIS GRIEVANCE PROCEDURE...."

#### DISPOSITION

There shall be no Co-Employers in connection with this Agreement.

8. SPECIAL CLOTHING

Union's Position

Employer's Position

All Three Units

County must provide present and any additional uniforms and/or special clothing.

County continues to provide present uniforms/equipment.

DISPOSITION

The County shall continue to provide present uniforms and equipment.

9. ELECTION OF REMEDIES CLAUSE

Union's Position

Employer's Position

All Three Units

Addition of a "hold harmless clause" to protect the Union against any claims.

The Employer does not agree to a "hold harmless clause" in this Section.

DISPOSITION

The Factfinder has no information on the language already captioned as the Election of Remedies clause. The exact wording of this section may well impact upon the Factfinder's decision on this issue. As such, there is substantive basis for adding a "hold harmless" clause to this provision of the Contract. The Employer's position is adopted.

10. MEDICAL VERIFICATION OF SICK LEAVE USE

Union's Position

Employer's Position

All Three Units

County may require after employee  
is off for three (3) days.

County may require veri-  
fication of any use of  
sick leave.

DISPOSITION

The County may continue to require verification of any  
use of sick leave.

CONCLUSION

Pursuant to a review of all information provided by the  
parties, including the evaluation of documentary evidence and Hear-  
ing testimony, these Factfinding Recommendations are rendered. The  
undersigned Factfinder believes that these recommendations represent  
a fair and equitable resolution of the issues presented by the parties.

  
\_\_\_\_\_  
DAVID W. GRISSOM  
FACTFINDER

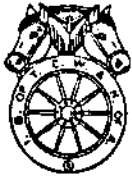
Penobscot Building, Suite 1551  
Detroit, Michigan 48226

February 19, 1987

# TEAMSTERS


## State, County and Municipal Workers

### LOCAL 214



Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA

2825 TRUMBULL AVENUE  DETROIT, MICHIGAN 48216-1297

KALAMAZOO OFFICE

(517) 549-8413

MUSKEGON OFFICE

(616) 728-8544

TRAVERSE CITY OFFICE

(616) 941-0303

March 13, 1987

Michigan Employment Relations Commission  
State of Michigan Plaza Building  
14th Floor - 1200 Sixth Avenue  
Detroit, MI 48226

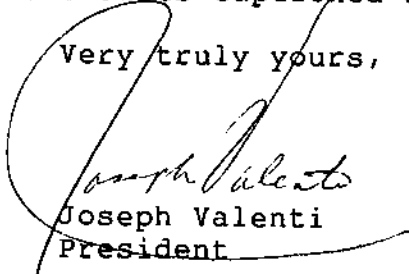
Re: Fact Finding Case No K1056 General Employees  
A-52 Supervisory Employees  
A-53 - Circuit Court Employees  
BERRIEN COUNTY/TEAMSTERS LOCAL 214

ATTENTION: Shlomo Sperka, Director

Daer Sir:

Please be advised that this Local Union is in full agreement  
with the Fact Finder's report covering the units captioned above.

Very truly yours,

  
Joseph Valenti  
President

JV/tdc

MICHIGAN DEPARTMENT OF LABOR  
BUREAU OF EMPLOYMENT RELATIONS  
STATE OF MICHIGAN OFFICE BLDG  
500 OTTAWA AVE., N.W., 3RD FL  
GRAND RAPIDS, MICHIGAN 49503  
1987