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STATE OF MICHIGAN  
BEFORE THE DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

9/8/71  
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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
LABOR RELATIONS DIVISION

246

IN RE:

CASS COUNTY ROAD COMMISSION

and

TEAMSTERS LOCAL 214

FACT FINDING RECOMMENDATIONS

Hearings were held on August 20, 1971 at the Holiday Inn, 3522 Sprinkle Road, Kalamazoo, Michigan, between the above named parties. Both sides have been ably represented.

Present and participating during the proceedings were:

For the Cass County Road Commission:

N. Bryce Cobb, attorney  
Mr. Vernon Hendershot, Cass County Road Commission

For the Teamsters Local 214:

Mr. Joseph Valenti, President  
Wayne Yaw, Steward of the local union

Negotiations were held throughout the day in an effort to seek solutions to the seventeen issues presented to the fact finder. The issues are as follows:

1. Length of contract
2. Hours of work
3. Premium pay
4. Employees to be classified in permanent classification
5. Working in a lower classification vs. lower rate of pay
6. Probationary period

William  
M.  
Ellmann

Cass County Rd. Commissioner

7. Non-unit employees performing unit work
8. Employer to give written answer to grievance to union office
9. Employer to pay the premium on a \$5,000 life insurance policy
10. Hospitalization
11. Carry over of vacation time
12. Vacations
13. Holidays
14. Sick leave
15. Longevity
16. Cost of living
17. Wages

The United States government has only recently instituted a national wage and price freeze and this too must be taken into consideration in the relationships between the parties.

### Issues

#### 1. Length of Contract

Negotiations have proceeded on the basis of a one year contract, but it appears that a three year contract is an important contribution that both sides can make to insure county labor peace. Prolonged negotiations, which only disturb the tranquility of the parties, is not to be condoned. It is therefore the recommendation of the fact finder that a three year contract be worked out between the parties. Having a three year contract must at the same time insure a realistic approach by both sides to the many issues that now confront them. Surely, it is unreasonable for any union on the one hand to assert unreasonable demands, but at the same time, no municipal arm of government can literally stick its head in the sand to seek to avoid present day realities. In free and unfettered collective

bargaining both sides must learn to adapt and compromise. Only reasonable men, acting reasonably, can resolve seventeen issues.

2. Hours of work and Premium pay

The union wants the present work week of 9 hours per day, 45 hours per week to remain in effect and points to some eight counties, four of whom are on that set-up, to substantiate its position. Cass County is willing to reduce the work week to a 42 1/2 hour week, but does not wish to compensate for the one-half hour reduction per day. The County cannot realistically ask for both approaches. If the work week is to be reduced, it should be compensated for. The one-half hour loss is estimated at approximately 8¢ per hour. For a concession from the union as to a reduction, the County must be reasonable. The county has taken the position that it cannot guarantee hours and over-time at the same time. I do not find objectionable a proposal which will guarantee 42 1/2 hours the first year with over time after 42 1/2 hours, guarantee 40 hours the second year, and over-time after forty hours, and the same arrangement for the third year. If the county finds the present system objectionable, it must be willing to compromise and this same admonition is made to the union.

3. Employees to be classified in permanent classifications

According to the union, the employer has asked that personnel be classified as laborers, who will be assigned to various jobs during the day. The union takes the position that no such arrangement is effective in any of eight counties (Clinton, Ionia, Hillsdale, Branch, Grand Traverse, Isabella, Barry, and

and Mecosta) cited by the union as being similar to Cass. The fact finder advocates a three year contract between the parties; although no one has suffered a reduction to laborer, the fact finder does not see any reason to include such a phrase in the contract and the record, unfortunately, is bereft of any reason for the road commissions position, if this, in fact, is it.

4. Working in a lower classification versus lower rate of pay

The union takes the position that any assignment of duties to an employee other than his regular duties should not be accompanied by a reduction in pay, that if a man has a dual title, he may be brought up during the seasonable operation and down during the off season, but that if these employees are brought back down, they must not be reduced lower than their dual rate.

The fact finder finds nothing in the record to justify a reduction as outlined above, and therefore recommends its denial.

5. Probationary period

The road commission has asked for a six month probationary period, and the union feels that thirty days is sufficient. I do not wish to belabor the point and recommend a 45 day probationary period.

6. Non unit employees performing unit work

The road commission feels that it is inevitable that a foreman must get involved in getting the job done and stresses the importance of having a foreman available at all times in cases of emergency. The union argues that the county's position erodes the bargaining unit, that it may deter promotions, it may deny employees overtime pay, and it violates the Public Employees Act.

It is important on one hand not to weaken the authority of the union, but at the same time in cases of emergency or training, a foreman should be authorized to perform these tasks. The union must also be realistic about the difficulties which may create such a necessity.

7. Employer to give written Answer of grievance to union office

Under the present Labor Agreement it states that the Employer shall forward a copy to the "union of its answer on these grievances." The union is requesting that a copy of the grievance response by the Employer be sent to the union office.

The road commission has no objection to complying with this request and asks for cooperation of the local union steward, who they believe should pass the information to the union office.

In order to clear up any misunderstanding or lack of communication, I recommend that the original be sent to the union office of all communications on union matters, and that the steward be given a copy simultaneously. This should serve to prevent any unnecessary charges on the basic and fundamental responsibility of the local to conduct union affairs.

8. Employer to pay the premium on a \$5,000 life insurance policy

The union requests that a \$5,000 life insurance policy and premiums be paid for by the employer.

If a three year contract is worked out as recommended, I recommend on this particular issue that in the first contract year the employer pay the premiums on a \$3,000 life insurance policy; that in the second contract year the employer pay the premiums on a \$4,000 life insurance policy; and in the third

contract year the employer pay the premiums on a \$5,000 life insurance policy.

9. Hospitalization

The union has requested that the county increase the present plan to give adequate coverage for hospitalization room and board and surgical-medical benefits. They demand an increase to at least \$45.00 a day room and board benefit and an adequate increase in the surgical-medical benefit.

I do not believe that these requests are out of line in the light of present day realities of the cost of hospital care. I therefore recommend that a hospital plan be adopted affording \$45.00 a day coverage for room and board benefits in the first and second contract year, and an increase to \$55.00 a day coverage for room and board benefits in the third contract year.

10. Carry over of vacation time

The union's position in this matter is that a maximum of 30 days vacation leave accumulation be granted and that the employee be allowed to carry over that maximum amount from year to year.

The county refused to comply with this request, claiming that this was an item brought up for the first time at the application for fact finding and therefore the county feels it is not an item which should come before the fact finder or should even be reviewed by him.

The fact finder knows of no rule of the commission that precludes his consideration of any issue brought up in the application for fact finding.

I believe that safeguards must be installed to make sure that any leave accumulation will not adversely affect the operation of the employer and other employees' vacation time. I caution both parties to use the ultimate in diplomacy and tact in such a consideration. I do not find such a request unreasonable provided these safeguards are scrupulously followed.

#### 11. Vacations

The union request is for vacation time of one year, one week; two years, two weeks; five years, three weeks; and ten years, four weeks. I am advised that the last offer of the employer was one year, five days; three years, ten days; ten years, fifteen days; and twenty years, twenty days.

If a three year contract can be worked out, I would suggest the following schedule:

#### 1971

1 year, 5 days

2 years, 12 days

12 years, 3 weeks

20 years, 25 days

#### 1972

1 year, 6 days

2 years, 13 days

10 years, 18 days

20 years, 25 days

#### 1973

1 year, 1 week

2 years, 2 weeks

9 years - 3 weeks

16 years - 4 weeks

## 12. Holidays

It is the union's demand that they receive an additional holiday over and above the present policy of eight paid holidays per year.

The employer has agreed to pay for eight paid holidays and contends that the request for additional holiday was not entered until the mediation session.

I believe that one more holiday should be added in the 1971 contract, as well as the 1972 contract.

## 13. Sick Leave

The union's position on sick leave is that employees accumulate one day per month. This is not in dispute. The union is also requesting a 150 day accumulation bank, or in the alternative there be a cash payment of unused sick days upon retirement or death.

Under the present contract there is an accumulation factor and also payment upon retirement or death. The county is willing to continue these factors. The dispute is over the number of days accumulated. The employer would like to be guaranteed that at the end of a three year contract, no one could have accumulated more than 90 days sick leave, but in the light of the average of the eight counties cited by the union, we believe that the following accumulation schedule is not unreasonable:

1971

90 days

1972

120 days

1973

125 days



#### 14. Longevity

The union's position on longevity is that employees with five years of service receive 2% of the 2340 hours per year basis, 4% after ten years of service, and 8% after 20 years of service.

The employer refused to comment on longevity in that it was never brought up until mediation.

The union presentation is that two road commissions in the composite have a longevity factor. I believe that such a factor should be incorporated in the third year of the contract.

#### 15. Cost of Living and Wages

The union requests that a cost of living index be incorporated into the Labor Agreement on the basis of a .4 rise in the index equals a 1¢ per hour increase to be attached to the base hourly rate of pay.

The employer's position is that cost of living clauses in public areas for public employees cause problems because these employees are not tied into the cost of living.

At the present time, the President of the United States has instituted a price freeze and wage freeze. We are not at this moment able to calculate its effect, but we are able to determine that cost of living clauses have become common place in union contracts. The union's exhibit cites four of the eight counties as verification of this assertion. It is impossible to determine at this time the effect of the freeze or its duration, or the benefits which are obtainable. The union has requested an increase in rates of pay. Since the freeze is on, and apparently negotiations cannot be considered retroactively,

the request for rates of pay outlined in the request for fact finding are reviewed and the following pay scales are suggested, with the 1971 rate effective when the freeze ends:

	<u>1971</u>	<u>1972</u>	<u>1973</u>
Group E	\$3.60	\$3.80	\$4.00
Group A	3.55	3.65	3.75
Group B	3.40	3.50	3.60
Group C	3.30	3.40	3.50

Respectfully submitted,

WILLIAM M. ELLMANN

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Dated:

*9/8/71*