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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT FINDING BETWEEN

UTILITY WORKERS UNION OF AMERICA,  
AFL-CIO

AND

M.E.R.C. FACT FINDING  
CASE NUMBER: G84 G-990

CITY OF FREMONT

Roger Winkelman 1985 /

BACKGROUND

The Petitioner of this Fact Finding is Tom Wojtala, National Representative of Utility Workers Union of America, AFL-CIO. The Petitioner stated that the parties had previously engaged in bargaining and mediation. The mediator was Wheeler J. Witte. However, the parties have not succeeded in resolving the disputed matters; therefore the Petitioner is calling in a Fact Finder.

The Fact Finder, Roger E. Winkelman, was appointed under the procedures of the Michigan Employment Relations Commission. The Fact Finder conducted the hearing at the City of Fremont offices on Tuesday, December 18, 1984. The Fact Finding proceedings were held pursuant to Section 25 of the Labor Mediation Act of 1939, PA 176, M.C.L.A. 423.25; M.S.A. 17.454(25).

Present at the December 18, 1984, hearing were:

1. Representing the Utility Workers of America,  
AFL-CIO:
  - a. Tom Wojtala, National Representative
  - b. Keith Stroven, President of Local
  - c. Joe Taylor, Vice-President of Local
2. Representing the City of Fremont:

*Fremont, City of*

Michigan State University  
LABOR AND HUMAN  
RELATIONS LIBRARY

- a. Henry Van Dop, City Manager
- b. Russell Price, attorney

Testimony and evidence were presented to this Fact Finder in an attempt by each party to establish a base for evaluation of the proposals at impasse in this dispute. The Fact Finder noted the credibility and the sincerity of the witnesses for both sides. The principal witnesses for the Union were Keith Stroven, President of the Local, and Joe Taylor, Vice-President of the Local, and for the City, Henry Van Dop, City Manager. The Fact Finder was provided a number of exhibits. These exhibits include:

1. Joint Exhibit 1 - City of Fremont Final Offer, 9/12/84
2. Joint Exhibit 2 - Union's Offer
3. Union Exhibit 1 - Article IX, Wages
4. Union Exhibit 2 - Occupation Classification for Gerber
5. Employer Exhibit 1 - Cost of Living Increases vs Labor Contract Increases
6. Employer Exhibit 2 - Facts For Bargaining-BLS Review of Settlements: First Nine Months, 1984

The purpose of the fact finding procedure is to establish facts and it must be guided by the rules of evidence. Any evidence and information or testimony is acceptable which is pertinent to the issue, which aids a Fact Finder to understand and decide the dispute. During the Fact Finding hearing, the Fact Finder afforded wide latitude in presenting documentary and testimonial evidence. It is necessary at this point to state that a weight of a particular piece of evidence or testimony is within the purview of the Fact Finder. Under the Act, fact finding is, in essence, "...a further extension of the collective bargaining and

mediation process." (Hyman Parker, Michigan Public Employment Relations Act and Procedure, School of Labor and Industrial Relations, Michigan State University, Employment Relations Study Series #1, 1982 Revised, 5th Edition)

It should be noted at this point that originally post-hearing briefs were not to be issued to the Fact Finder. However, after reviewing the records, the need for a copy of the City Budget became evident and, on February 4, 1985, the Fact Finder sent mailgrams to the parties requesting a copy of the City Budget and a brief final statement where the parties were to restate their positions as well as the implications of their positions.

#### ISSUE 1

Union has demanded a Fifty (\$0.50) Cent per hour increase per year for each year of the agreement. The Union argued that their six (6%) percent wage demand per year was comparable to the pay rate granted to the employees at Gerber's Company which is the largest employer in Fremont. The work performed by Gerber's Company classification would be similar to that in the bargaining unit. All employees within the DPW bargaining unit are cross-trained, therefore acquiring several skills. The Union rejects comparisons for this issue to be comparable to other City wage rates for the past, the City has rejected such.

The City has countered by arguing that a four (4%) percent increase per year for a Thirty-three (\$0.33) Cent per hour rate hike for the first year, a Thirty-four (\$0.34) Cent per hour rate hike for the second year and a Thirty-six (\$0.36) Cent per hour rate hike for the third year is more appropriate. The City bases much of this on the fact that the cost of living over the three (3) years of the previous contract (reprinted by July 1, 1981-July, 1984) between the parties when compared to the labor

contract increases for those same three (3) years resulted in a net gain for the employees of sixteen and seven-tenths (16.7%) percent over and above the cost of living for those three (3) years. The total increase over the previous three (3) years of the contract the City pointed out was One and 99/100 (\$1.99) Dollars per hour. The City of Fremont, comparing One and 99/100 (\$1.99) Dollars per hour with Seventy-eight (\$0.78) Cents per hour which was the cost of living adjustment for the same period, discovered that the Fremont DPW employees thus made an actual gain of wages over the cost of living increase during the last contract period of One and 21/100 (\$1.21) Dollars per hour.

Next, the City argued that a comparison should be drawn with the Police Union contract, the non-union City employees and a comparable local bargaining unit within the County, the Newaygo County Road Commission employees. The Police Union settled with the City for a three (3) year contract costing four (4%) percent per year. The non-union City employees received a four (4%) percent increase for 1985. The Newaygo County Road Commission employees received a three and six-tenths (3.6%) percent annual increase for June, 1984 to July, 1985.

The City argued that, contrary to the Union's contention, the City has historically negotiated comparable contracts with its Police Union and its DPW Union year-after-year. In addition, for years the Newaygo County Road Commission employees were paid higher than the DPW employees. However, if the four (4%) percent proposal would be accepted, the DPW would be Five (\$0.05) Cents an hour higher than the Commission employees.

The City's last basis for their offer was Employer Exhibit 2, the National BLS Review of Settlements: First Nine Months, 1984, which averaged to two and eight-tenths (2.8%) percent - the

lowest average for any year of the fifteen (15) history of the data series.

#### RECOMMENDATION

It is the recommendation of the Fact Finder that the City of Fremont's position for a contract providing for a four (4%) percent increase per year be accepted. The Fact Finder bases his recommendation that the comparisons for purposes of wages should be other governmental employee bargaining units because of the similarities in their circumstances. The Fact Finder placed emphasis on the fact that DPW employees would have the same increase as the Police Union and the other non-union City workers. This fact, in conjunction with the cost of living analysis, proved to be the deciding factor in this issue. Lastly, the Fact Finder takes judicial notice of the fact that wage increases covering major collective bargaining agreements in 1984 averaged only two and three-tenths (2.3%) percent over the life of the contracts the Labor Department reported Thursday, January 24, 1985, which was at a seventeen (17) year low point.

#### ISSUE 2

Controversy regarding a multi-year agreement. There is some confusion as to whether both sides would be receptive to a multi-year agreement. The Fact Finder would strongly urge both sides to voluntarily enter a three (3) year agreement. Given all of the variables including (a) the nature and duration of the dispute; and (b) the date at which the parties find themselves, a three (3) year contract seems most reasonable.

#### ISSUE 3

Longevity pay. The Union wanted a contract to include longevity pay and the City's position was for no improvement. After reviewing the record, the Fact Finder finds an absence of evi-

dence presented on this issue and that this issue was constructively abandoned by both parties for this fact finding.

#### ISSUE 4

The Union wished to include in the contract a clothing allowance similar to that of the City Police Department. After reviewing the records and considering the fact of the pay increase dispute, the City relied heavily upon, and the Fact Finder accepted the fact, that the pay increase should be similar to that of the Police Union. The Fact Finder would strongly recommend that a uniform allowance be included in the contract.

#### ISSUE 5

Optical/Dental Plans, Vacation Improvements. These issues were not commented upon by either party during the hearing nor are they listed in the Petition for Fact Finding. It is the Fact Finder's position that fact finding is an issue-resolving dispute mechanism and that fact finding is not a proceeding for raising new issues or reactivating abandoned issues. It is well established that the focus in fact finding is to narrow the outstanding issues and not to permit the introduction of new or previously negotiated items. Thus the Fact Finder feels that optical/dental plans and vacation improvements have been abandoned issues.

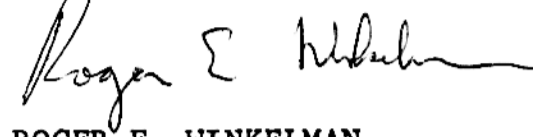
#### CONCLUDING REMARKS

The Fact Finder expresses his appreciation for the care taken by both parties and the prompt responses to the his request for post-hearing briefs. These briefs proved to be very useful to the Fact Finder. I, the Fact Finder, remain available to the parties for clarification on my recommendations and assistance in reaching a settlement.

As per the request of both parties, the Fact Finder is

forwarding a copy of this Fact Finding Report to the Fremont Times  
Indicator.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Roger E. Winkelman".

ROGER E. WINKELMAN

/naw

CITY OF FREMONT  
FINAL OFFER  
9/12/84

	<u>7/1/84</u>	<u>7/1/85</u>	<u>7/1/86</u>	<u>THREE YEAR TOTAL INCREASE/HOUR</u>
per hour	.33 8.67	.34 9.01	.36 9.37	1.03
Annual Salary	\$18,033.60	\$18,740.80	\$19,489.60	
Annual Raises	686.40	707.20	748.80	\$2,142.40
Plus already have 2% longevity pay \$360.00				

Union Request

.50	.50	.50	
8.84	9.34	9.84	1.50

NEWAYGO COUNTY ROAD COMMISSION

NCRC used to be \$1.25/hour ahead of City

	<u>6/1/84</u>	<u>12/1/84</u>	
per hour	.20 8.42	.20 8.62	(costs 30 cents per year)
Annual Salary	\$17,513.60	\$17,929.60	
Annual Raise	624.00		

No C.O.C.

No longevity pay

POLICE UNION

4%                      4%                      4%

increase for non-union personnel under 4%

TO WHOM IT MAY CONCERN:

FROM: LOCAL 512  
UTILITY WORKERS OF AMERICA  
CITY OF FREMONT D.P.W. EMPLOYEES

Items to be added, changed, or language altered:


1. Longevity pay to be increased to these proposed tables.

3-9 Years	-	2%
10-19 Years	-	4%
20-29 Years	-	6%
30-39 Years	-	8%
2. A dental program with premium paid by employer.
3. Eyeglasses and exam to be added to insurance.
4. After 30 years service a complete retirement with insurance.  
(Like the Gerber plan)
5. Disability or salary insurance for members who become sick or disabled to start on the 11th day of disability or sickness.
6. No bargaining unit work to be performed by non-bargaining unit personnel.
7. After employees have accumulated 120 sick days, days in excess of 120 should be compensated with payment on anniversary date of employee.
8. A clothing allowance to be paid on anniversary date or uniforms provided.
9. Vacations to be altered so that after 25 years there shall be six weeks of vacation
10. Wages to be increased by the following scale:

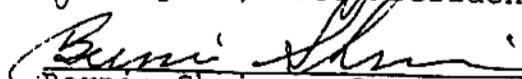
1st Year	-	.84 cent/hr.
2nd Year	-	.90 cent/hr.
3rd Year	-	.95 cent/hr.
11. Work hours to be from 7:30 a.m. - 11:30 a.m.  
12:00 N - 4:00 p.m. with 1/2 hour lunch.

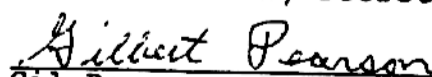
Respectfully yours,

BARGAINING COMMITTEE  
LOCAL 512 U.W.A. AFL-CIO

  
Keith Stroven, President

  
Joe Taylor, Vice President

  
Bernie Shriver, Secretary

  
Gil Pearson, Treasurer

Union 11  
EXHIBIT

# Article IX - WAGES

SECTION 1. (a) Straight time wage rates for employees will be in accordance with the following schedule:

Group	Current Rate	Increase 4/3/83	Rate	Increase 4/1/84	Rate	Total Increase
1	\$9.185	\$.645	\$9.83	\$.45	\$10.28	\$1.095
2	8.68	.61	9.29	.45	9.74	1.06
3	8.45	.59	9.04	.45	9.49	1.04
4	7.975	.56	8.535	.45	8.985	1.01
5	7.785	.545	8.33	.45	8.78	.995
6	7.55	.53	8.08	.45	8.53	.98
7	7.495	.525	8.02	.45	8.47	.975
8	7.345	.515	7.86	.45	8.31	.965
9	7.26	.51	7.77	.45	8.22	.96
10	6.78	.475	7.255	.45	7.705	.925

## Article IX - Wages

SECTION 2. The Company may adjust to contractual standard the wages of any employee who because of physical disability is unable to perform a satisfactory day's work, if mutually agreed to by the Union.

SECTION 3. The Union recognizes that the Company must at all times maintain and improve the efficiency of operations and be progressive in its manufacturing methods requiring installation of new equipment, and development of new and improved methods, so the cost can be reduced and the Company remain competitive.

Likewise the right of the Union to promptly discuss wage rates for new job classifications and job classifications in which the content is substantially changed is recognized.

SECTION 4. All rate changes, clock number changes, and changing from one job classification to another, will be effective on the first Monday following the week the change was made.

Probationary employees attaining seniority will receive the new rate.

## Article X - HOLIDAYS

SECTION 1. (a) Holiday schedule 4/3/83 - 3/31/84: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, Christmas Day, December 29 (Floating Holiday), the day before New Year's Day, New Year's Day. Holiday schedule 4/1/84 - 3/30/85: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, Christmas Day, December 28 (Floating Holiday), December 29 (Floating Holiday), December 30 (Floating Holiday), the day before New Year's Day, and New Year's Day.

JOB  
CLASS.  
NO.

OCCUPATIONAL CLASSIFICATION

DEFINITION OF OCCUPATION

GROUP III (cont.)

0200 (cont.)	Carpenter (B)	Building or repairing of various wooden structures including the skidding and crating of equipment, fabricating from wood, metal and miscellaneous synthetic materials, racks, stands and cabinet works; masonry including blocks, brick, wall and floor materials; work from both verbal instructions and/or prints.
	Pipe Fitter (C)	May keep steam, water and other kinds of piping in state of good repair, as well as install new equipment. Measures, cuts, threads, binds, and hands steam, water and other pipe systems, assembles couplings, unions and valves as required, places flanges, gaskets and bolts together, caulks, if required, makes pressure tests, etc.
	Mechanic (D)	Repairs and maintains all lift trucks in the plant. Makes general overhaul and tune-up of engines. Replaces worn and broken parts. Charges batteries. Required knowledge of electrical and mechanical work as well as gas combustion engines. Must know how to use all tools relative to the work. Transports and transfers propane gas from supply to jeep tanks.
	Insulator (E)	May install pipe-covering on miscellaneous lines, including hot and cold water, steam drain, well water, domestic lines and other mediums of transmission, above such as, air ducts, heat exchangers and refrigerant units. Must be familiar with basic types of covering and application thereof.
	Lubricator-Millwright (F)	Have basic knowledge of the operation of various equipment and machinery to properly execute lubrication procedures according to schedule. Preventive maintenance and greasing of various units. Be able to detect malfunctions in above items. Transports and transfers gas from supply to jeep tanks. May perform other millwright work as required.

<b>JOB CLASS, NO.</b>	<b><u>OCCUPATIONAL CLASSIFICATION</u></b>	<b><u>DEFINITION OF OCCUPATION</u></b>
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**GROUP III (cont.)**

0200 (cont.)	<b>Mechanical Trouble-Shooter (G)</b>	Will be required to work on swing shift and perform both normal and "breakdown" millwrighting, simple pipe-fitting, emergency welding, emergency machining, according to production needs, and replace retort thermometers as the need arises. This job will fall into the millwright classification according to seniority for all Saturday, Sunday, and holiday work when production is not scheduled. All day shift maintenance employees will be called in before any night shift trouble shooters.
0201	<b>Machine Maintenance - Cook Room</b>	32. Repair and maintain closing machine. Repair and maintain jar washers. Take care of the coding, seeing that proper code is being used during the day. Notify the foreman of necessary parts to be ordered and keep an accurate check on spare parts that are commonly needed. Make periodical check of equipment during their shift to see that equipment is running properly and make (or make arrangements for) proper maintenance. Maintain integrated lines. Maintain fillers.
0202	<b>Fireman First Class</b>	33. Responsible for required steam pressure, volume and purity. Regulates air and fuel for efficient production of steam. Regulates feed water pumps to maintain proper boiler water level. Check boiler feed water and boiler blow down water and regulates chemical feed to feed water and boiler to properly maintain pure steam and prevent scale build-up in boiler. Maintain air pressure for plant compressed air. Keep equipment and work area clean. Check and maintain proper supply of fuel, chemicals, etc., for powerhouse operation. Maintain complete log of operations.

JOB  
CLASS.  
NO.

OCCUPATIONAL CLASSIFICATION

DEFINITION OF OCCUPATION

GROUP III (cont.)

0203	Field Repair & Maintenance	<p>34. Responsible for the repair, setup, maintenance and cleaning of combines and other field equipment used in the planting, growing and harvesting of field crops.</p> <ol style="list-style-type: none"><li>1. To set up and repair all equipment prior to the season so that it is in proper working condition. To suggest adequate supply of spare parts for inventory.</li><li>2. To work on all machinery during field operation so that it is in proper running order.</li><li>3. After harvest to clean, lubricate, dismantle and store machinery so it will be in good working condition the following year. Inventory spare parts and submit a suggested list of spare parts to order to the field representative in charge.</li><li>4. Keep maintenance area and shop free of debris and obsolete equipment and parts.</li><li>5. Check field representative in charge as to work to be done and work completed.</li><li>6. If required, to repair, maintain and set up bagging and presort equipment used by the Produce Department.</li></ol> <p>When not actively working in the Field Department, he will revert back to the Millwright Classification in the Maintenance Department, according to seniority.</p>
0204	Group Leader	<p>35. Work with and directs people working in the department. Must have a good knowledge of the different jobs and be able to operate the various machines in the department. Must be able to keep the foreman informed as to the progress of the different operations. Keeps necessary checks. Does additional jobs as work load allows.</p>

**JOB  
CLASS.  
NO.**

**OCCUPATIONAL CLASSIFICATION**

**DEFINITION OF OCCUPATION**

**GROUP III (cont.)**

- |      |   |   |
|------|---|---|
| 0205 | Electrician - Plant Service             | 36. Responsible for lighting systems throughout the plant - repairing, replacing, including replacement of ballasts. Keeps transformer equipment areas clean. Makes electrical repairs to small appliances, fans, etc. Must be able to understand electrical schematics pertaining to lighting systems. Responsible for informing supervisors of lighting supplies and parts needed. Responsible for any other duties assigned by the supervisor.   |
| 0206 | Maintenance - Plant Service             | 37. Makes repairs on equipment in/or pertaining to Plant Service, such as paint sprayers, fire equipment, mowers, etc. Makes fire inspection and makes out reports on same. Refills fire extinguishers. Cuts out keys for the plant. Repairs and installs bathroom equipment such as soap and towel dispensers, etc. Replaces and putties windows and changes windows and window screens. Does minor work on plant doors. Aids in starting trucks and tractors when necessary. Supplies factory employees with paint, paint brushes, safety equipment, etc. Does other odd jobs that are required by Plant Service. Is to do painting when necessary. |
| 0207 | Stock Control Checker -<br>Group Leader | 38. Works with and directs people working in the department. Must have a good knowledge of the different jobs and be able to operate the various machines in the department. Must be able to keep the foreman informed as to the progress of the different operations. Maintains order and good housekeeping in the area which is covered. Assigns locations. Checks items when needed. Keeps records and makes out reports. Will perform additional duties as assigned by supervisor.  |

JOB  
CLASS.

NO.

OCCUPATIONAL CLASSIFICATION

DEFINITION OF OCCUPATION

GROUP III (cont.)

0209	Group Leader-Machine Repair Cereal	40. Assisting the foreman in the supervisory and operational details of the department and maintain, repair and overhaul complex type of cereal equipment to insure proper operation. Relieving foreman when required. Assigning duties to help as required. Notifying foreman of all changes made in production. Keeping close liaison with warehouse personnel on all work done in conjunction with that department. Adjusting and repairing, cleaning packaging and related equipment as required. Performing preventive maintenance by inspection. Greasing, oiling equipment as required. Mixing glue used in the department and maintaining the proper amount of glue in all machines. Maintaining and changing product codes and cases to insure correctness and legibility. Reporting to foreman repairs necessary to be made, and stock parts to be used. Having an operating knowledge of all cereal machinery. Relieving machine operators as required. Helping to maintain an adequate supply of parts on hand. Reporting anything that could affect product quality. Maintaining neat and orderly work area. Taking pride in work and department to insure highest possible quality. Following all rules and regulations pertaining to safety and sanitation and personnel policies as discussed in pre-work departmental orientation. Performing additional duties assigned by foreman and as contained within the framework of the job description.
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JOB  
CLASS.  
NO.

OCCUPATIONAL CLASSIFICATION

DEFINITION OF OCCUPATION

0210 Processing Systems Operator

41. A. Hydrostatic cookers - thoroughly understands the function of the cookers, valves, pumps, instruments, and related equipment, maintaining same in satisfactory condition; such as packing pumps, cleaning heaters, and gauges, removing top covers for inspection and removal of calcium build-up. Make minor repairs on pumps, infeed and discharge tables and assist machine repairmen on maintenance of same. Keep oilers and chlorinator in good working condition. Will also adjust timing and make necessary changes to accomodate change in jar correct; monitors instruments and maintains all process records as instructed, checks for coding to insure proper product and legible code is delivered to cooker, notifying canning line operator when not satisfactory, clears jars at infeed and discharge of machine as they occur and promptly restarts cooker, assists in identifying and separating containers for X-ray, tests, period changes, etc., drains and fills as needed for proper processing and/or cleaning without benefit of supervisor, determines and corrects minor problems on the machine.
- B. Retorts - loads cages in and out of retorts, process containers at correct time, pressure and temperature; monitors instruments and maintains all processing records as instructed. Checks container codes to insure that correct product is processed. Knows emergency procedure which will prevent product loss in the event of instrument failure, handles empty dollies and pushes cages of retorted product to designated area on hold ng floor, insures that all product is tagged and identified which has a questionable process due to instrument fairure, etc.

JOB  
CLASS.  
NO.

OCCUPATIONAL CLASSIFICATION

DEFINITION OF OCCUPATION

GROUP III (cont.)

0210  
(cont.)

C. Sterilizer Coolers - starts and stops sterilizer cooler adjusting valves, pumps and instruments during operation to insure operating condition remains stable, monitors instruments and maintains all processing records as instructed. Checks manifolds for steam and water as to their being free from obstructions and free flowing, notify supervisor immediately to insure correction when found to be otherwise. Assist in identifying and separating containers for period changes, x-rays, tests, etc.

0211 Machine Repair - Labeling

42. Makes adjustments and running repairs on labeling, carton packing, case packing, case sealing and case printing machines. Gets glue from storage in barrels, keeps ink reservoirs filled on printing machines. Greases and oils all machines. Clear trouble if required.

0212 Q.C. Microphysical Technician

43. Responsible for recording, preparing and distributing sub-samples and the required records of all ingredients, special samples, or other samples as may be necessary. Must be able to prepare and maintain all necessary records, logs, dispositions and complete all micro-macro physical tests needed. Must be able to prepare the necessary working materials. Must be familiar with Company procedures as required by job. Will perform additional duties as assigned by supervisor.

0213 Painter -

44. May perform all classifications of painting interior and exterior. Mixes paint, matches colors using pigment, base and thinner, may use hand brush or paint gun, uses putty or filler if required in nail holes, cracks or crevices. May use paint remover or blow torch in preparation of new painting. Will also assist in duties of Job Classification #0205 and #0206 and any other plant service functions as may be assigned by the supervisor.

JOB  
CLASS.  
NO.

OCCUPATIONAL CLASSIFICATION

DEFINITION OF OCCUPATION

GROUP III (con't)

0214 Machine Repair - Cereal

52. Maintains, repairs, and overhauls complex type cereal equipment to insure proper operation. Assists in adjusting Separator, and flow of cereal, in order to insure proper quality and weight control. Performs preventive maintenance. Greases and oils equipment as required. Mixes glue used in the department, and maintains the proper amount of glue in all machines. Maintains and changes product codes and cases to insure correctness and legibility. Reports to foreman repairs necessary to be made, and stock parts to be used. Has an operating knowledge of all cereal machinery. Relieves machine operators as required. Helps to maintain an adequate supply of parts on hand. Reports anything that could affect product quality. Follows all rules and regulations pertaining to safety and sanitation and personnel policies as discussed in pre-work departmental orientation. Performs additional duties assigned by foreman and as contained within the framework of the job description.

CITY OF FREMONT

	<u>7/81-7/82</u>	<u>7/82-7/83</u>	<u>7/83-7/84</u>
Cost of Living Increase	6½%	2.4%	3.0%
Labor Contract Increases	<u>12.6%</u>	<u>8.0%</u>	<u>8.0%</u>
Net Gain	6.1%	5.6%	5.0%

Net Gain totals 16.7% over and above Cost of Living for 3 years.

Total increase over 3 years in rate per hours was \$1.99.

Hourly pay went from \$6.35 per hour to \$8.34 per hour over 3 years for an hourly increase of \$1.99 per hour. (Annual salary of \$17,347.20) .

With cost of living pay would have gone from \$6.35 per hour to \$7.13 over 3 years, for an hourly increase of \$.78. (Annual salary of \$14,830.40)

# FACTS FOR BARGAINING

## Part 2 of What's New in Collective Bargaining Negotiations and Contracts

Number 1029

November 8, 1984

### BLS REVIEW OF SETTLEMENTS: FIRST-NINE-MONTHS 1984

First-year pay increases averaged 2.5 percent in major contracts negotiated in the first nine months of 1984, according to preliminary data published by the Bureau of Labor Statistics. Annual over-term increases provided by first-three-quarter settlements averaged 2.8 percent identical to the percentage increase for the first nine months of 1983. The 2.8 percent figure is the lowest average for any three-quarter period in the 15-year history of the data series.

When the same parties last bargained (two to three years ago in most cases), wage adjustments averaged 8.6 percent in the first contract year and 7.2 percent annually over the life of the agreements, BLS reported.

"Construction settlements, covering 420,000 workers, dampened overall wage adjustments in the first nine months of 1984," BLS explained. Construction wage increases averaged only 0.9 percent in the first year and 1.2 percent annually over the life of the contracts.

Excluding construction, wage gains in all other industries averaged 3.2 percent in the first year and 3.5 percent annually over the life of agreements ratified during the first nine months of 1984.

Cost-of-living clauses were included in agreements covering some 237,000 employees, or 16 percent of about 1.45 million workers under contracts negotiated in the first three quarters of 1984. The average wage increase in contracts with c-o-l clauses was 3.6 percent in the first contract year and 3.2 percent over term. In contracts without COLAs, first-year increases averaged 2.3 percent and over-term increases averaged 2.8 percent, according to the analysis.

Contracts covering 5,000 or more workers negotiated in the first three quarters of this year provided average first-year and over-term wage and benefit gains of 3.6 percent.

BLS's method for computing settlement data differs from CBNC's. (See *Wages and Benefits: First-Three-Quarters 1984*, 18:989.) The CBNC survey reflected a median first-year wage increase of 3.8 percent in agreements negotiated in the first nine months of 1984. CBNC reported median increases for 1,110 agreements covering at least 50 workers and weighted all settlements equally. BLS reported mean increases for 434 settlements covering 1,000 or more workers and weighted settlements by size of bargaining unit. Both surveys excluded wage adjustments resulting from c-o-l provisions.

TABLE 1. FIRST-YEAR WAGE ADJUSTMENTS IN SETTLEMENTS COVERING 1,000 OR MORE WORKERS, FIRST-NINE-MONTHS 1984

Rate of adjustment <sup>1</sup>	Percent of workers affected		
	All industries	Manufacturing	Nonmanufacturing
ALL SETTLEMENTS .....	100	100	100
No wage change .....	21	32	18
Decreases .....	6	2	7
Increases .....	73	66	75
Under 2 percent .....	23	14	25
2 and under 4 percent .....	10	18	8
4 and under 6 percent .....	25	25	25
6 and under 8 percent .....	12	7	14
8 percent and over .....	3	2	4
Total number of workers (in thousands) ...	1,447	268	1,179
Mean adjustment (percent) .....	2.5	2.3	2.6
Median adjustment (percent) .....	2.0	2.0	2.0

<sup>1</sup> Percent of estimated average hourly earnings, excluding over-time. Presents changes in wages decided upon during the period and effective within 12 months of the effective date of the agreement.

NOTE: Because of rounding, sums of individual employment items may not equal totals.

MAILGRAM SERVICE CENTER  
MIDDLETOWN, VA, 22645  
04AM

Western  
Union Mailgram



4-038227S035002 02/04/85 ICS IPMBNGZ CSP DETB  
1 3136463960 MGM TDBN BLOOMFIELD HILLS MI 02-04 0354P EST

ROGER E WINKELMAN  
100 WEST LONG LAKE RD STE #200  
BLOOMFIELD HILLS MI 48013

THIS IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

3136463960 MGMB TDBN BLOOMFIELD HILLS MI 93 02-04 0354P EST  
ZIP  
MR TOM WOJTLA  
NATIONAL REPRESENTATIVE  
UTILITY WORKERS UNION OF AMERICA AFL-CIO  
1016 HAZEL  
WYANDOTTE MI 48192

RE: CITY OF FREMONT AND UTILITY WORKERS OF AMERICA FACT FINDING CASE  
#G84G-990

AFTER REVIEWING THE RECORD THE NEED FOR A COPY OF THE CITY BUDGET HAS  
BECOME EVIDENT. I AM REQUESTING THAT A COPY BE PROVIDED THE FACT  
FINDER AND A BRIEF FINAL STATEMENT WHERE THE PARTIES RESTATE THEIR  
POSITIONS AS WELL AS THE IMPLICATIONS OF THEIR POSITIONS, THIS  
STATEMENT WILL BE DUE WITHIN TWO WEEKS.

ROGER E WINKELMAN, FACT FINDER  
100 WEST LONG LAKE RD STE #200  
BLOOMFIELD HILLS MI 48013

VALENTINE'S DAY SPECIAL  
-----

STARTING FEBRUARY 8TH THRU FEBRUARY 16TH, YOU CAN SAVE \$10 ON -ANY-  
PHYSICALLY DELIVERED TELEGRAM SIMPLY BY CALLING 1-800-325-6000 AND  
ASKING FOR OPERATOR #24. SEND A TELEGRAM TO YOUR VALENTINE AND SAVE  
\$10, SUBJECT TO F.C.C. APPROVAL.

15:54 EST

MGMCOMP

MAILGRAM SERVICE CENTER  
MIDDLETOWN, VA. 22645  
04AM

Western Union Mailgram

4-0380928035002 02/04/85 ICS IPMBNGZ CSP DETB  
1 3136463960 MGM TDBN BLOOMFIELD HILLS MI 02-04 0353P EST

ROGER E WINKELMAN  
100 WEST LONG LAKE RD STE #200  
BLOOMFIELD HILLS MI 48013

THIS IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

3136463960 MGMB TDBN BLOOMFIELD HILLS MI 93 02-04 0353P EST  
ZIP  
MR HENRY VANDOP, CITY MANAGER  
100 EAST MAIN ST  
FREMONT MI 49412

RE: CITY OF FREMONT AND UTILITY WORKERS OF AMERICA FACT FINDING CASE  
#G84G-990

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\$10. SUBJECT TO F.C.C. APPROVAL.

15:52 EST

MGMCOMP