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STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF
THE FACT FINDING
BETWEEN

SEIU, LOCAL NO. 586-CLERICAL

-and-

MERC Case No. G92 B-0559

CITY OF GRANDVILLE

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STATE OF MICHIGAN
BUR. OF EMPLOYMENT RELATIONS
DETROIT OFFICE

Grandville, City of

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FACT FINDING REPORT AND RECOMMENDATION

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APPEARANCES

For the Union:

James Shelton
President

For the Employer:

John Patrick White
Varnum, Riddering,
Schmidt

Mark J. Slegers
Michigan State University
LABOR AND INDUSTRIAL
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On April 12, 1993 the Union petitioned for fact finding; the City answered the petition on April 21, 1993. I was appointed as fact finder on June 15, 1993 and a pre-conference was held on July 23, 1993. The fact finding conference was conducted on November 4, 1993 at the City of Grandville offices.

REPORT

This is the first contract for this bargaining unit, which consists of clerical personnel. The parties have achieved a framework for agreement in most areas. As a result, it would be unproductive to revisit those matters in this report. Therefore, I will focus on the three principal issues dividing the parties: duration, retroactivity and classification.

DURATION

The Union proposes a contract ending in January of 1995; the City proposes a contract ending in July of 1996. The City asserts that its other unions have three year contracts and that it is appropriate to place this unit in harmony with the other unions within the City. It also notes that without a three year contract, the parties will soon resume bargaining. The Union believes that the pay inequities as proposed by the City require a shorter contract.

RECOMMENDATION ON DURATION

The unit should be in line with the other bargaining units

regarding contract termination. This will allow both the City and the bargaining unit to achieve settlements in the future that are consistent with settlements throughout the City. Further, these have been difficult contract negotiations and an immediate repeat of them would serve neither parties' interest. Therefore, it is recommended that there be a three year collective bargaining agreement.

RETROACTIVITY

The City offers a package that includes a July 1, 1993 retroactivity date. The Union seeks retroactivity to January 1, 1993.

RECOMMENDATION ON RETROACTIVITY

Consistent with the recommendation on the duration issue, there should be consistency among bargaining units. There is no evidence that any other bargaining unit has been denied full retroactivity. Accordingly, the bargaining unit should have retroactivity to January 1, 1993.

CLASSIFICATION

RE: DEB PULLEN

In February of 1992 Deb Pullen returned to a Clerk I Accounts Payable position after her work ended in the Clerk II position of Property Appraiser. However, she continued to receive Clerk II wages because the Employer thought that she might possibly regain her work as an appraiser.

The City proposes to return Deb Pullen to an adjusted Ac-

count Payable rate of \$19,300, and asks that she remain at that rate until the scale catches up with her salary. Additionally, the City proposes to pay her a two percent (2%) lump sum payment on January 1, 1994.

The Union believes that Deb Pullen's proper adjusted rate is \$19,716 based upon the pay rate increases for another Accounts Payable Clerk. The Union further maintains that Ms. Pullen should receive three percent (3%) increases for each year of the contract.

RECOMMENDATION CONCERNING DEB PULLEN

In order to achieve a resolution of the classification dispute, Ms. Pullen should be placed at \$19,400, effective on the date of the signing of the contract. This figure represents a compromise between the two potential theories concerning the proper payment for Ms. Pullen. Ms. Pullen should remain at this point until the scale catches up with her.

In addition, Ms. Pullen should receive two percent (2%) lump sum payments on January 1, 1994, January 1, 1995 and January 1, 1996. Ms. Pullen should also receive career incentive payments.

Prior to her joining the Union, the City and Ms. Pullen mutually agreed upon a wage rate. While the City now believes that the wage rate is out of line, it did agree to that rate in the past and it must have therefore felt that it was fair and appropriate. A complete freeze with two percent (2%) in a lump sum over three years could be demoralizing to the employee, and

might not be in the best interest of the City or the public. Two percent (2%) a year in a lump sum meets the City's need for proper placement on the wage scale, and is below the rate for other employees. The increase is not a bad deal for Ms. Pullen either because presumably she has been paid at a higher classification for a considerable period of time. Therefore, a two percent (2%) payment in a lump sum for each year of the contract is recommended.

CLASSIFICATION

RE: SHIRLEY MARVIN

The City believes that Ms. Marvin has received increases that exceed a reasonable rate. It asserts that her duties fail to justify the spread between her salary and that of a Clerk I. The City would place Ms. Marvin at her current place on the scale until the scale catches up with her. Additionally, the City proposes a one time two percent (2%) lump sum to be paid in January of 1994.

The Union asks that Ms. Marvin receive three percent (3%) for each year of the contract, and it points out that she was recommended for raises in the past year.

RECOMMENDATION CONCERNING SHIRLEY MARVIN

Consistent with the recommendation for Ms. Pullen, Ms. Marvin should have her wages frozen for the duration of the contract until the scale catches up with her. Further, she should receive a two percent (2%) lump sum on January 1, 1994, on Janu-

ary 1, 1995, and January 1, 1996. She should also be eligible for a career incentive and \$30,000 in life insurance.

Again, as I previously stated, the City thought enough of Ms. Marvin to place her at her present level on the salary scale. To effectively freeze her for three years could be hurtful and counterproductive. The City can achieve its philosophical concerns in bargaining by offering the modest proposed lump sums that are below the increases offered to other employees. Ms. Marvin can achieve some comfort with this recommendation because she is still receiving increases. Therefore, I recommend a two percent (2%) lump sum payment to Ms. Marvin for each year of the contract.



Mark J. Glazer, Fact Finder

Dated: November 16, 1993