

FF. 2/28/72 286

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LABOR AND INDUSTRIAL
Michigan State University

STATE OF MICHIGAN
BEFORE THE DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN RE:

HILLSDALE COUNTY ROAD COMMISSION

-AND-

Case No. L71 G-528

TEAMSTERS STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 214

FACT FINDING RECOMMENDATIONS

A fact finding hearing was held on February 23, 1972 at the Holiday Inn, Jackson, Michigan. In its request for fact finding on January 5, 1972, the Union outlined some sixteen issues in dispute.

Representing the County were:

Alan Dimmers
Roy C. Rodd

Representing the Union:

Paul Gully
Eli E. Ensign
Dennis Draggoo

Several Commissioners observed the proceedings.

William M. Ellman

Hillsdale County Road Commission

Testimony and various discussions took the greater part of the day. Exhibits have been received.

1. Agency Shop

The parties, after considerable discussion, suggested dropping the terminology of "initiation fee and monthly dues" and would revert to the authorization assignment, a copy of which I attach below and recommend that it be used as the standard form.

SCHEDULE B
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL No. 214
2801 Trumbull Ave. 48216 Woodward 2-7729 Book No.....
CHECK-OFF AUTHORIZATION AND ASSIGNMENT

PRINT NAME..... DATE OF BIRTH.....
HOME ADDRESS..... CITY.....
WHERE EMPLOYED..... DATE EMPLOYED.....

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I, the undersigned member of Teamsters State, County and Municipal Workers of Local 214, of the I.B. of T.C.W. & H. of A., hereby authorize my employer to deduct from my wages and to pay to Local No. 214 and/or its authorized representative, initiation fees and membership dues, in such amounts as may be established from time to time, and in accordance with the agreement between such Local Union and my employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union initiation fees and dues were made with my knowledge and consent; and I do hereby ratify, authorize, and assign to the Union, all of such deductions as of the time they were made.

Social Sec. No.....

Date..... Signature.....

This would appear to expedite the problem for both sides and would be a reasonable resolution of a difficult area, including the deduction of dues.

2. Probationary Period

The Union requests a change to 30 days. Under the present

contract, 90 days is provided. During the review of this matter, the Union agreed to withdraw the requested change. We, therefore, do not pass on the merits of either position.

3. Uniform Allowance

The Union asks for seven uniforms per pay period for all employees of the Road Commission. It would seem that a reasonable resolution of this particular issue would be to provide two additional uniforms per pay period for the mechanics.

4. Higher Rate of Pay when working in a higher class- no reduction in pay when working in a lower class.

The Union has argued that in none of the comparable Counties they cite (Gratiot, Midland, Newaygo, Clinton, Ionia, Barry, Branch, Cass, Grand Traverse, Isabella) does this proposed practice exist. In a general way, the County has disputed the use of these comparables, and cites in support of its position the present contractual clause. I believe and recommend that a man be paid his regular rate of pay, regardless of whether he be working in a lower class. In the event that an employee is assigned to a higher class during a year in excess of two work weeks, he should receive the higher rate of pay for that particular classification.

5. Bereavement Leave

The dispute is over the interpretation of "immediate family". The Union asks that grandparents, brothers-in-law and

sisters-in-law be added to the group. Rereavement is an overwhelming occurrence for any family. I see no objection to adding grandparent as "immediate family", and provide for three days, but in the brothers-in-law and sisters-in-law category, I would include one working day, rather than three as requested.

6. Holidays

The Union requests three additional holidays. The variations between its comparables are from 6 to 8 1/2 and the Union maintains it is one below the average, since it has seven holidays. I see no reason why holidays should not remain as they are, with reopeners in the second and third year of the contract.

7. Vacations

The present policy on vacations is:

1 year of service	-	10 working days
10 years of service	-	15 working days

The Union wishes to vary the present setup with five years of service entitling the employee to 15 working days and that employees with 10 years of service should be granted 20 days vacation with pay. A reasonable resolution of this question would be:

1 year of service	-	10 working days
8 years of service	-	15 working days
20 years of service	-	20 working days

3rd year of the contract:

1 year of service	-	10 working days
6 years of service	-	15 working days
20 years of service	-	20 working days

8. Sick Leave Allowance and Accumulation

At present the County gives 6 days of sick leave accumulation per year. The Union requests 12 days a year to all employees, effective date of hire, with 120 days accumulation. I do not believe that the Union's request is unreasonable and would recommend it, with the stipulation that it would drop to a maximum of one-half or 60 days on retirement.

9. Work Week

The Union wants to change from 42 hours to 40 hours of work per week, with compensation for lost time. I see no reason to change the number of hours at this time.

10. Call Back Time

The Union has requested a guarantee of 4 hours call back time. I believe it should remain as is for the present, with a second year and third year reopener.

11. Premium Pay

The Union asks that the County pay a premium rate of pay in excess of 8 1/2 hours per day - 42 1/2 hours per week at time and one-half (1 1/2) factor during the regular work week and time and one-half (1 1/2) factor on Saturdays and a 300% factor on Sundays and Holidays. I recommend that this remain as is in the present contract, with a second and third year reopener.

12. Life Insurance

The Union asks that a \$5,000 life insurance policy premium be paid by the County. In the first year, I believe the policy

should be for \$3,000, \$5,000 the second year, and closed the third year.

13. Pension

The Union characterizes the present plan as inadequate, with insufficient premium and benefits. It requests that the Michigan Retirement System Plan be implemented and points to a "better" retirement system in the various comparables. I recommend that the County increase its contribution under the present system by \$8.00 per month per man and that each individual start contributing \$8.00 per month. The Pension Plan could be reopened in the second and third years.

14. Hospitalization

The Union asks for a change to a MVF-2 Plan rather than its present plan. It would seem to me that it would be fair to both sides to keep the present program, with reopeners in the second and third years.

15. Wage Increase of 50¢ Per Hour Across the Board is requested for all employees.

All authority today is faced with a desire for "catch-up" as well as a need and a responsibility to pay its personnel adequately. I, therefore, find that these employees are inadequately compensated, that provision must be made for an increase. I recommend a 25¢ increase for the first year, retroactive from November 14, 1971, with a reopener in the second and third years. I cite as further substantiation of this

recommendation the wage rates in the counties of Gratiot, Midland, Newago, Clinton, Ionia, Branch, Cass, Grand Traverse, Isabella and Barry. All the rates in those areas are substantially in excess of Hillsdale's for similar work.

16. Cost of Living

A .4% rise in the cost of living would represent a 1¢ increase per hour. The Union lists five counties which have a cost of living clause. I am not impressed at this time, assuming all other matters are resolved, that a cost of living clause should be incorporated.

17. Length of Contract

I leave it to the parties to resolve the question of the beginning of the contract period, but have recommended retroactivity to November 14, 1971 on wages, that dues checkoff should be handled from that date as well, and any other economic benefits, but for the sake of keeping the record straight the first contractual year may have to be 14 months and the contract would expire December 31, 1974.

18. Effect of Government Regulations

I consider this recommendation on wages and benefits as reasonable either under a catch-up provision or as a matter of pure equity. There are long standing inequities that have existed for years in the public sector, and this recommendation is an effort seeking to help right these inadequacies.

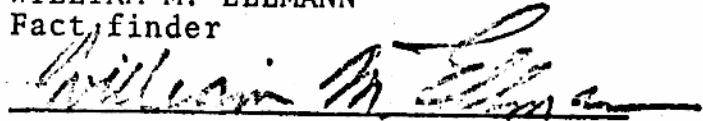
The fact finder retains jurisdiction.

Both sides have ably presented their positions. It is the

hope of the fact finder that these recommendations will be implemented without delay.

Respectfully submitted,

WILLIAM M. ELLMANN
Fact finder

A handwritten signature in dark ink, appearing to read "William M. Ellmann", is written over a horizontal line.

1800 Penobscot Building
Detroit, Michigan 48226
961-7409

Dated: February 28, 1972