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MSU
FF

Lapeer County)

&)

Teamsters State County)
and Municipal Workers)
Local 214)

RE: MERC
Case No. D89 J-225

FACT FINDING
Report of the FACT FINDER

On September 14, 1990 the Michigan Employment Relations Commission appointed me as fact finder in the above matter pursuant to Public Act 176 of 1939. A preliminary meeting was held in Lapeer on October 5, 1990, with the parties to further narrow the issues and to set a hearing date.

Appearing for the parties:

Teamsters: Joseph Valenti

Lapeer County: John Biscoe

The parties agreed to continue their negotiations.

A hearing was held in Lapeer on November 7, 1990. Appearing for the Teamsters was Joseph Valenti; for Lapeer County Nick Holowka. The petition for fact finding filed by the Teamsters Local 214 indicated a number of unresolved issues.

The following issues were resolved by agreement of the parties:

When overtime pay occurs
- withdrawn to as is
Sick leave bank upon separation
- withdrawn
The number of personal leave days
- withdrawn
Personal auto insurance
- withdrawn
Promotional language is to be finalized by the parties.

The other issues will be considered as they were presented.

Duration of Agreement, Wages, Retroactive Pay

These three matters are interrelated. As in most situations the parties differed as to the comparables although

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they agreed on the comparable counties. The Union prepared its analysis leaving Lapeer County wage classifications out of the determination of the average wage rate. The County included them. It seems the Union position makes more sense since the other counties wages are to be used as the basis for comparison.

A careful reading of the wage comparisons shows that Lapeer County in 1989 was behind in all classifications except one. With the adjustments to be made in 1990 and 1991, it is clear that Lapeer County would continue to lag behind the other counties and the County offer would stretch out the time when the pay equality would be achieved to some indeterminate future.

The Union proposal for a two year term of the contract retroactive to January 1, 1990, expiring December 31, 1991, together with a 50 cent across the board increase on all steps and all classifications in the County's classification schedule A-1 effective January 1, 1991 and expiring December 31, 1991, will not catch up to the other comparable counties but it will go part of the way. Union position No. 2 and the Fact Finder recommends its adoption.

Longevity

Having reviewed the present longevity arrangement the fact finder recommends rejection of Union proposal No. 6. There is little basis for going beyond the present provisions.

Bargaining Unit Classification

The fact finder believes it is beyond his authority to make a recommendation on this issue. In passing it should be noted that the classification study was done in a professional manner and the compression and removal of certain classifications appears to be fair.

Dental Coverage

The parties are obviously wide apart on their statement or understanding of this issue. The Union feels that a certain sum should be allocated for Delta Dental coverage. The County reserves a certain amount in the event a claim is made for dental care - it does not expend this sum. A review of expenditures by the County would likely reveal the County is not paying out an amount equal to a Delta Dental group policy.

Recommendation: The parties should analyze expenses for the current program and determine whether a dental insurance policy would be an additional substantial burden.

Health Insurance

The County sought a \$5.00 per month medical co-pay. There is no question that health care costs are increasing at a rapid rate.

Recommendation: The parties should seek effective ways to minimize the costs of this program as has been done in the automobile industry. However, at this point there is no reason for believing that the Union members should bear the torch in leading the co-pay drive when it has not been generally applied in the other contracts or other Lapeer County employees.

Promotion Language

There appears to be an ambiguity in the present contract language since the employer is to determine "who is better qualified" but if more than one employee is qualified, "seniority shall be the deciding factor".

Recommendation: Eliminate the ambiguity by conceding that the Employer shall make the ultimate determination based upon seniority when more than one employee is qualified.

Tool Allowance

One employee is involved in the demand for a tool allowance to offset loss, broken or unusable tools. It is asserted by the Union that this employee has invested over \$8,000 in tools to perform his mechanic functions.

Recommendation: The minimal sums requested of \$150 for the first year and \$200 in the second year paid by a check in January of each contract year is fair and reasonable.

The fact finder has benefited by the oral and written presentations by the parties and expresses his appreciation to the parties.

Respectfully submitted,

Richard Strichartz
RS

Richard Strichartz

RS/rs