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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
David L. Poindexter
2-20-85

STATE OF MICHIGAN
BUR. OF EMPLOYMENT RELATIONS
DETROIT OFFICE

IN THE MATTER OF FACT FINDING

between

REFERENCE:

MENOMINEE COUNTY ROAD COMMISSION

MERC Case No. G84-F-904

and

REPORT AND RECOMMENDATIONS
OF THE FACT FINDER

TEAMSTERS LOCAL #328 I

The Michigan Employment Relations Commission appointed the undersigned as its Fact Finder and Agent on December 6, 1984, to conduct a Hearing pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commission's Regulations, and to issue a report with recommendations with respect to the matters in disagreement between these parties. Several prehearing telephone conversations were held with the parties to establish a Hearing date. The Hearing was scheduled and held on Tuesday, January 29, 1985 from approximately 9:00 a.m. until approximately 2:45 p.m. at the office of the Menominee County Road Commission in Stephenson, Michigan. At the conclusion of the hearing all the issues presented to the Fact Finder originally, remained with this Fact Finder for his recommendations. The parties wished to make their closing arguments orally and the hearing was closed at approximately 2:45 p.m. on January 29, 1985.

Fact Finder and Agent: David L. Poindexter, appointed under the procedures of the Michigan Employment Relations Commission.

Representing the Parties

<u>Commission-</u>	Michael R. Kluck, Esquire Michael R. Kluck & Associates Attorneys and Counselors at Law 4265 Okemos Road Suite D Okemos, MI 48864	<u>Labor</u>	Gary LaPlant Business Agent Teamsters and Chauffeurs Union Local NO. #328 P.O. Box 605 Escanaba, MI 49829
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RELATIONS LIBRARY

Menominee County Road Commission

Attended Hearing:

Commission:

Stephen J. Kakuk, Commissioner
Garry Anderson, Commissioner
Ray Paulowksi, Commissioner
G.R. Rottor, Assistant Manager
Charles F. Behrend, Eng. Mgr.

Labor:

Ray Betters, Union Member
Gary Olsen, Union Member
George Erickson, Union Member

INTRODUCTION

The Menominee County Road Commission, hereinafter referred to as MCRC, and Teamsters Local #328, hereinafter referred to as UNION, entered into an agreement that was effective September 1, 1982 and terminated on August 31, 1984 (JX-1). The Petition for fact finding indicated that there were mediation meetings held on September 24, 1984 and October 10, 1984 each lasting approximately five to six hours. The Petition for fact finding was received by State of Michigan, Bureau of Employment Relations, Detroit office on November 7, 1984 at 9:12 a.m. The Petition listed five issues that had remained unresolved by the parties during their negotiation and mediation processes. These issues are:

- (1) Wages-Including retroactivity
- (2) Pension
- (3) Cost-of-living
- (4) Personal Leave
- (5) Grievance and Arbitration procedure

Prior to the start of the fact finding hearing this Fact Finder held a prehearing conference with the representative of MCRC and the UNION to determine if any of the issues listed above had been settled after the filing

of the Petition. Both parties indicated that all five issues remained unresolved and evidence would be presented on all issues. No stipulation regarding substantive issues could be reached, therefore all issues were presented to this Fact Finder for his report and recommendations.

Extensive evidence was presented to this Fact Finder in an attempt by each party to establish a basis for evaluation of the economic and non-economic proposals at impasse in this contractual dispute. Each party presented financial and comparability information to assist this Fact Finder's conclusions and recommendations. The Fact Finder's role in this process is to bring an external perspective to these complex financial and comparative processes, so that each party and its respective consistency can have some confidence in the good faith positions of the opposing party. Therefore, this Fact Finder was very liberal at the hearing at what was allowed into evidence and what will be used while writing this report and recommendation.

The parties have taken opposing positions on the way MCRC funds should be used. MCRC has taken the position that budgets are planning attempts, which must be administered flexibly as daily conditions occur and there must be a reserve for emergency conditions. The UNION's position specified that such budgets are a matter of differing priorities into which employees want continuing input as they are being determined.

There is not a dispute as to MCRC's ability to pay, the representative of MCRC having specifically stated so at the hearing. Although the UNION presented evidence on MCRC's ability to pay, since MCRC did not dispute this evidence, other than the differing priorities in the budget mentioned above,

this Fact Finder will not address the issue of ability to pay and will make his determination on the basis of comparability to other "similiar locations."

While the parties may not agree with the Fact Finder's conclusion, they may be assured that such conclusions and recommendations appeared to him to be the reasonable positions from which an employment contract may evolve. To reach these conclusions and recommendations it was necessary for this Fact Finder to define what is comparable to the factual situation of MCRC and this UNION. Therefore, this Fact Finder will set out his definition of comparability in the following paragraphs.

Webster's New Collegiate Dictionary provides the following definitions: Comparative is "1: one that compares with another esp. on equal footing;" Compare is "1: to represent as similiar", "2: to examine the character or qualities of esp. in order to discover resemblances or differences;" and Comparison is "1: the act or process of comparing; representing of one thing or person as similiar to or like another; or an examination of two or more items to establish similarity or dissimilarities".

MCRC presented evidence of a number of counties it considered comparable to Menominee County. Its evidence includes revenue and mileage comparisons, population, S.E.U., per capita income and unit size for five counties that it considers comparable. These include Gogebic, Delta, Chippewa, Emmet and Cheboygan Counties. Although at the hearing MCRC stressed that it did not think it appropriate to compare the counties in the Great Lakes Road Commission Council, it did presented evidence regarding these counties and such evidence will be taken into consideration.

The UNION presented evidence on the counties of Delta, Houghton, Iron, Schoolcraft, and Dickinson. All except Schoolcraft are located within the Great Lakes Road Commission Council. These counties are also counties in which the UNION represents employees of the various Road Commissions. The UNION has emphasized that all these counties are immediately adjacent or geographically close to Menominee County and should be considered for that reason.

Since the evidence on the Great Lakes Road Commission Council was presented by both parties I believe it should be given serious consideration, but in writing this report and recommendation I believe more similarities than just location must be considered. Therefore, I believe it is necessary and appropriate to consider as very important individual items such as population, S.E.U., per capita income, unit size and location.

MCRC has included three counties, i.e. Chippewa, Emmet and Cheboygan, that are outside the Great Lakes Road Commission Council. The UNION has included one county, Schoolcraft, which is outside the Great Lakes Road Commission Council. Both MCRC and the Union agree that Delta County is comparable to Menominee County. Therefore, this Fact Finder must conclude the counties that are similar to Menominee and Delta County in the above stated counties are the proper comparables.

As might be expected, the use of differing bases, by each party for comparability, presented a more favorable view of existing conditions for the party that used the specific rationale summarized above and while each of

these positions was presented well from a valid conceptional base, this Fact Finder believes, for the above stated reasons, that the most appropriate counties for comparison to Menominee County would be the counties, listed on Exhibit A.

Iron County and Schoolcraft County will not be considered due to the large differences in population, i.e. Iron County 13,588 and Schoolcraft 8,394, and the absence of other relevant data needed for comparison. It will be difficult to give as much weight to Houghton and Dickinson Counties as to the other counties since the only similarities presented at the hearing were location and population.

With the above stated, this Fact Finder makes the following report and recommendations.

ISSUE: GRIEVANCE AND ARBITRATION PROCEDURES.

Positions of the Parties.

Union

The Union argues that the grievance procedure should be a procedure that offers a speedy resolution of a problem; that current time limits are not equitable in that the employee is restricted to two (2) calendar days, after the occurrence of the circumstance(s) giving rise to the grievance, in which to file the grievance, whereas the foreman has five (5) calendar days, after the occurrence of the circumstance(s) giving rise to the grievance to answer the grievance and that the total grievance procedure is too cumbersome and time consuming. The Union wishes to delete the language in Article XVIII step 3 regarding the mediation process.

MCRC

MCRC argues that it has re-examined the entire grievance procedure and has made a substantial modification in that it proposes to change the two (2) calendar days in which to file a grievance, to all grievances must be filed within two (2) working days after the day of the occurrence of the circumstance(s). MCRC has proposed language that would "link" the grievance procedure to the next step, thereby clarifying the language linking the various steps.

Opinion and Recommendation

The positions of the parties on this issue is not as different as, at first glance, it might seem. Both parties want a grievance and arbitration provision that will expedite the procedure so that management's liability for back pay and/or benefits is reduced, while at the same time the UNION employees' grievances are promptly settled. The comparables in this situation are not of much help in that some state calendar days, some state day and some state working days, and the ranges are from 3 to 30 days. The language in each contract is also different. Therefore it is necessary for this Fact Finder to base his decision on the on working relationship of the instant parties.

After reviewing the grievance and arbitration procedure in the Agreement that expired August 31, 1984 this Fact Finder is in agreement with MCRC in that the language in the expired contract is ambiguous as to the time requirements and a modification is necessary. But this Fact Finder is also concerned with what he perceives as an inequity of time requirements placed upon the UNION employee as opposed as to MCRC and its representatives.

It is the recommendation of this Fact Finder, with respect to the time limits imposed by the contract, that such time limits be mutual in that the UNION and MCRC are on equal footing with regard to time constants. Therefore, this Fact Finder believes that Article XVIII Grievance and Arbitration Procedure should be changed as follows:

Section 1: Modify third paragraph, second full sentence to read as follows:

All grievances, except those filed under Section 4, must be filed within five (5) working days after the day of the occurrence of the circumstance(s) giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

STEP 1: Any employee having a complaint shall first file a grievance with his foreman. The employee shall have the right to be represented by a steward if the employee wishes to have the steward present.

The foreman shall answer the grievance within five (5) working days after it is received.

STEP 2: In the event the answer in Step 1 is not satisfactory and the Union wishes to pursue the matter further, the steward shall within five (5) calendar days of the foreman's answer in Step 1, or if no answer is given then within five (5) calendar days of the time when the Step 1 answer was due, submit the grievance to the Engineer-Manager or his designee. The Engineer-Manager or his designee shall within five (5) working days record his disposition in detail on all copies of the grievance form, returning two (2) copies to the steward of the employee.

STEP 3: In the event the answer in Step 2 is not satisfactory and the Union wishes to pursue the matter further, it shall within ten (10) calendar days of the Employer's disposition in Step 2, or if no answer is given, within ten (10) calendar days of the time when the Step 2 answer was due, contact the Employer and/or its designated representative to arrange a meeting between the Union and the Employer or its designated representative to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time. The Employer shall submit its Step 3 answer within five (5) working days of the meeting.

STEP 4: In the event the grievance is not satisfactorily settled at Step 3, the Union or the Employer may, within five (5) calendar days after the Step 3 answer is rendered, or within five (5) calendar days after the Step 3 answer is due, request the Michigan Employment Relations Commission to appoint a mediator who will then hear the grievance and who shall make a recommendation as to the settlement of the grievance which recommendation

shall not be binding on either of the parties hereto. The parties shall advise each other within ten (10) calendar days of the mediator's recommendation as to whether they will or will not accept the recommendation. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided in this agreement. If mediation is not requested within the above time limits and the grievance is not satisfactorily settled, at the request of the Union or Employer the grievance will be submitted to arbitration as hereinafter provided in this agreement.

Section 2: Current Contract.

Section 3 Add: "Working days" is defined as Monday through Friday, excluding Saturdays, Sundays, holidays, and any regularly scheduled off-day, including vacations, during the operation of the four-ten (4-10) schedule.

It is the recommendation of this Fact Finder that the language of Article XVIII Grievance and Arbitration Procedure as stated above be adopted in the new contract. It is this Fact Finder's opinion that mediation is a viable alternative and/or supplement to arbitration if it is approached positively. Mediation allows the parties to work out their differences with the knowledge they have of the bargaining history of the parties. The delay imposed by the requirement of mediation could be reduced by the parties agreeing to use a private mediation service, but any delay caused by mediation is outweighed by the potential of the parties settling their own disputes prior to arbitration.

It is the recommendation of this Fact Finder that Article XVIII Grievance and Arbitration Procedure Section 4 should be modified to read as follows:

Section 4. When an employee is given a disciplinary discharge or a written reprimand and/or warning which is affixed to his personnel record, the district steward will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within three (3) calendar days from the time of presentation of the notice to the district steward.

In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or reprimands over two (2) years

old shall be permanently separated from the employee's current file and be stored separately within the same file or within a different file; such letters of warning and/or reprimand over two (2) years old shall not be used for any purpose relating to employee discipline under this contract.

Including such language in the contract will protect the employee from having old, "stale" disciplinary actions, letters of warning and/or reprimands from affecting any further disciplinary actions, while at the same time allowing the employer and Union the ability to preserve information that may be needed for other statutory or civil purposes.

The above were all the issues presented to this Fact Finder regarding Article XVIII Grievance and Arbitration Procedure. Therefore, no further comment on said Article will be made.

ISSUE PERSONAL LEAVE DAYS.

Positions of the Parties.

Union

The UNION's position is that the members of the UNION should receive an additional Personal Leave day. The UNION argues that surrounding communities have more personal time off and one additional day of personal leave for members of the UNION would be equitable. The UNION also argues that productivity of its members has increased which is indicated by the fact that the bargaining unit membership has dropped from 52 members in 1980 to 38 in 1985 and therefore, the employees should receive one additional day off, thereby being rewarded for increased productivity.

MCRC

MCRC's position is that the eight (8) Personal Leave days and holidays the collective bargaining agreement currently has is sufficient when one considers the overall vacation time and compensation package.

Opinion and Recommendation

For this particular issue it was necessary for this Fact Finder to deviate from the comparables that he stated would be used for this opinion and recommendation. In the instant issue MCRC did not present an exhibit but based its argument on UNION exhibit #3. Therefore, those counties listed on UNION exhibit #3 will be used as the comparables for this issue. MCRC argues that on the UNION's exhibit 50% of the counties cited had personal leave and holidays of eight (8) to eight and one-half (8 1/2) days, therefore, MCRC is not out of line with its proposal of eight (8) days. The UNION argues that the average of all six (6) of the comparable counties is nine (9) days and therefore, MCRC is not in line with the other counties.

Looking at the comparables it can be seen that the County of Iron with twelve and one-half (12 1/2) days skews the average to the upper end of the scale. If Iron County is removed from the comparables the average is 8.30 days. The UNION argues that the number of personal leave and holiday days for each county may increase with the event of new contract negotiations. That may be true, but it is incumbent on this Fact Finder to limit himself to the exhibits as presented at the hearing in comparing MCRC with other counties. This Fact Finder does not believe that MCRC is significantly out of line with its proposal of eight (8) personal leave days and holidays. Therefore, it is the recommendation of this Fact Finder that the parties include language in their contract adopting eight (8) personal leave days and holidays.

ISSUE: COST OF LIVING.

Position of the Parties.

Union

The UNION argues that this issue has two separate and distinct parts. First is whether or not the employer will "roll" into the base wage the gains made by the employees in COLA under the Contract that expired on August 31, 1984. The UNION argues that the 14¢ per hour COLA received during the prior contract should be added to the base wage for the new contract. Second, whether or not COLA will remain in the Agreement. The UNION argues that COLA should continue to be received. The UNION's position is to leave COLA in the Agreement, but freeze COLA in the first year of the Labor Contract, and have it active the final two years of the Agreement with a cap of 15¢ per year.

MCRC

MCRC argues that COLA is clearly a negotiable item and that COLA should not be operable in the new contract. MCRC argues management must negotiate a wage rate that is capable of being budgeted and that the majority of the comparables do not include COLA provisions. MCRC further argues that the total wage package offered by MCRC, including wages, takes into account the employees' needs regarding COLA and is a fair proposal.

ISSUE: WAGES.

Position of the Parties.

Union

The Union argues that a wage increase of 45¢ per hour for the period of 9/1/84-8/31/85; a 5 1/2% per hour increase for the period of 9/1/85-8/31/86; and a 45¢ per hour wage increase for the period of 9/1/86-8/31/87 is approp-

riate. The UNION argues that MCRC is able to pay such increases; that the employees of MCRC are currently paid less than employees of comparable surrounding counties; that the increase in productivity of the employees deserves consideration and inflation has eroded the employees' real wages. The UNION also argues that MCRC tends to overstate expenditures and understate revenues, thereby giving MCRC sufficient funds to pay the requested increases.

MCRC

MCRC argues that a wage increase of 35¢ per hour for the year 9/1/84 - 8/31/85; 30¢ per hour from 9/1/85 - 8/31/86 and 40¢ per hour for 9/1/86-8/31/87 is appropriate. MCRC argues that these wage proposals will enable MCRC to budget appropriately; that these increases, together with the pension increase offered, are a total compensation package and taken together are a reasonable offer; and that a budget is the best estimate of operating expenses.

ISSUE: PENSIONS.

Positions of the Parties.

Union

The UNION argues that there should be an increase in the pension contributions of the employer to twenty four dollars (\$24) per week effective September 1, 1985 and an additional increase to twenty-seven dollars (\$27) per week effective September 1, 1986. The UNION also argues that the language of the contract should be changed to incorporate the language of the Pension Participation Document that is used to administer the Pension Fund.

MCRC

MCRC proposes to continue the existing pension language but to increase the pension contributions effective September 1, 1985 to twenty-four dollars (\$24) per week.

Opinion and Recommendation

Although the issues of Wages, COLA and Pensions were presented separately at the hearing it is this Fact Finder's opinion that such issues cannot be totally separated since each involves the total compensation package of the employee.

At the hearing evidence was presented by the UNION on the employer's ability to pay the UNION demands. MCRC argued that ability to pay was not at issue and should not be considered by this Fact Finder. Since MCRC did not argue the point of ability to pay it is this Fact Finder's opinion that such ability exists. Therefore, this Fact Finder need not consider the UNION's Exhibits #1 and #2 on ability to pay. In assessing the proposals by the UNION and MCRC this Fact Finder had to sift through the best case presentations of the parties, which used differing rationales for comparisons. Earlier in this opinion, this Fact Finder stated his rationale on comparables and which comparables he would use, therefore, he will not restate it here.

The employer has presented Exhibits E5 and E6 which are wage comparisons charts that include five of the seven comparables that this Fact Finder stated he would use. The employer has also presented exhibits E25 and E26 which are wage comparisons charts that include the other Counties that this Fact Finder stated he would use. The UNION has presented UNION exhibit #3 which contains figures for Houghton County and Delta County which are two

of the comparables used by this Fact Finder.

After combining exhibits E5 and E25 wages for 1983 and E6 and E26 wages for 1984 to include all of this Fact Finder's comparables (see Exhibits B & C) it can be seen that during the year 1983 MCRC was above the average for truck drivers, heavy equipment operators and mechanics. In 1984 MCRC was below average for truck drivers and mechanics, but above average for heavy equipment operators.

Combining these exhibits gives an indication of the historical relationship of MCRC with the comparable counties and shows that MCRC, at least for the years 1983 and 1984, was within the wage range established for comparable counties.

Combining UNION exhibit #3 1985 wages with MCRC exhibit E7 1985 wages to establish an average wage would be inappropriate in that the contract of each comparable expires at different times and some of the comparables show a midyear increase.

Although taking the average of the comparables is an important consideration it is not the only factor to consider. One must look toward the total wage package of the comparables. Of the seven comparables established by this Fact Finder, four have COLA which range from 1¢/0.3 index change with a cap of 13¢/quarter to 1¢/0.6 index change with a cap of 20¢/hour.

One party at the hearing stated that it did not want a Fact Finder who would "split the difference." This is not an Act 312 arbitration hearing

where the last best offer is to be considered as binding on the Fact Finder. The financial and comparability information offered by the parties is to be used to assist the Fact Finder's conclusions and recommendation. In presenting this data neither party should expect that the Fact Finder must decide solely on averages. The fact finding process is not solely an accounting process, because the negotiating atmosphere created is as controlling as such financial data themselves which are not precise and are subject to interpretation. This Fact Finder is engaged to facilitate the communication process as much as the financial process. Therefore this Fact Finder makes the following report and recommendation with regard to Wages, COLA and Pension.

Wages and COLA

In considering the data, testimony and arguments presented here, it is the recommendation of this Fact Finder that the wage schedule be adjusted for the bargaining unit by an increase of 35¢ per hour for the period of 9/1/84-8/31/85 as argued by MCRC, thereby placing MCRC within the middle range of the comparables established. For example, the rates for the year 9/1/84-8/31/85 would be calculated as follows:

	Current rate		Wage increase		Prior COLA		New wage rate
Mechanic	7.96	+	.35	+	.14 =		8.45
Heavy equip.	7.59	+	.35	+	.14 =		8.08
Truck driver	7.32	+	.35	+	.14 =		7.81

Therefore, COLA must be "rolled" into the base rate to arrive at the

figures proposed by MCRC in exhibit E7. This increase would place MCRC within the range of the comparables established by this Fact Finder.

The increase for the period of 9/1/84 - 8/31/85 should be calculated from the beginning of the contract and paid out equally over the remainder of the year 9/1/84 - 8/31/85. Therefore the increase should be considered retroactive to 9/1/84 and should be calculated appropriately for each job classification.

For the year 9/1/85-8/31/86, the recommendation is that the wage schedule for the bargaining unit be adjusted by the 30¢ per hour as argued by MCRC, taking into consideration the increases to the pension fund for the final two years of the contract.

For the year 9/1/86-8/31/87, the recommendation is that the wage schedule be adjusted by 40¢ per hour as argued by MCRC.

It is the recommendation of this Fact Finder that COLA be continued as part of the contract. Management argues that COLA causes budgetary problems. This may be true but management has budgeted for COLA in the past and can continue to do so. Forecasting of inflation rates and increases in cost is a managerial function that must be accepted by management. The risk of such a function cannot be shifted to the UNION without considerable thought and consideration. Removing an item from a contract that a party, be it union or management, has bargained for and received in the past should not be taken lightly. COLA allows the employers to continue to receive the real wage rate bargained for throughout the contract period. It is the recommendation that COLA be established based on the formula used in the

expired contract, which is:

1¢/.5 index change with a cap of 15¢ per year;

It is this Fact Finder's opinion that the wage proposal made by MCRC is reasonable in that it puts MCRC within the range of the comparables used by this Fact Finder and that the continuation of COLA also put MCRC within the range of comparables. The increase in wage puts three comparable counties above MCRC and three comparable counties below. Continuation of COLA also puts MCRC within the same category of four other comparable counties and continues a benefit which was bargained for and received, in the past.

It is also the recommendation of this Fact Finder that the parties incorporate language in their contract that any employee that is performing body work receive step up pay while performing body work, as has been done in the past with one employee. Such language is fair and equitable and would continue a practice that management has agreed to on a prior occasion.

Pensions

It is this Fact Finder's recommendation that the pension language which is in the contract that expired on August 31, 1984 continue in effect except for the changes in contribution stated below. The UNION's request to add language which is in the Pension Participation Document to the contract is understandable, but would take an item that is clearly negotiable and place it in the hands of third parties. Such a situation cannot exist even if MCRC and UNION are represented on the Board that controls the pension fund.

It is difficult to compare the various pension plans of the comparable

counties. Some of the Plans refer to C-1 MERS, one refers to IRA and Travelers Plan and other counties refer to other plans. However, after reviewing these plans and the history of the Agreement that expired on August 31, 1984 it is this Fact Finder's opinion that MCRC's offer of an increase to twenty four dollars (\$24) per week effective September 1, 1985 and continuing through the life of the contract is reasonable. This is an increase of three dollars (\$3) per week over the prior contribution of twenty one dollars (\$21) which was contributed over the life of the expired Agreement and into the first year of any Agreement that will be reached between the parties.

Therefore, it is the recommendation of this Fact Finder that effective September 1, 1985 the pension contribution to the bargaining unit pension fund be increased to twenty four dollars (\$24) per week and that such contribution remain in effect until August 31, 1986 which would be the terminating date of the new contract. This increase in the pension fund together with the wage increases and continuation of COLA establish a comparable compensation package with similiar counties.

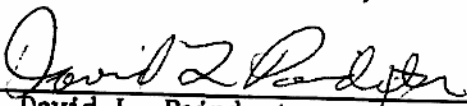
CONCLUDING STATEMENT

The conclusions reached in establishing this opinion and the recommendations contained in this report were extracted from consideration of all evidence, testimony and argument presented so comprehensively by the representatives of both parties, even if every reference was not included herein. Presumably this Fact Finder was chosen by the parties because of his labor relations experiences as an impartial party and understands the

negotiations process and various strategies and tactics. The recommendations contained herein are a fragile combination of a variety of factors that have been balanced in this Fact Finder's opinion. After weighing all factors, these recommendations were not reached in isolation of each other, but must be considered fully by the parties as a package to provide comprehensive resolution to the existing impasse. The recommendations were intended in their entirety to provide a basis for the final resolution of this contractual dispute. The economic recommendations were based on an assessment of what this Fact Finder felt were comparable counties.

This report and these final comments were created in the hope that the cooperative mutual atmosphere necessary for resolution of this impasse will exist in final deliberations and reduce the potential for future tensions.

Respectfully submitted,


David L. Poindexter
Fact Finder and Agent

	<u>Location</u>	<u>Population</u>	<u>SEU</u>	<u>Per Cap Income</u>	<u>Unit Size</u>	<u>Rev.</u>	<u>Mileage</u>	
							<u>Primary</u>	<u>Local</u>
Cheboygan	N.L.P.	21,190	294.7	7,913	48	1.5	216	910
Chippewa	U.P.	29,092	265.1	7,279	62	1.9	374	927
Delta	U.P.	39,565	344.5	8,546	47	1.8	352	534
Dickinson	U.P.	25,385						
Emmet	N.L.P.	23,770	406.7	9,365	37	1.4	222	606
Gogebic	U.P.	14,549	158.9	8,267	41	1.3	240	362
Houghton	U.P.	37,872						
Menominee	U.P.	25,519	240.7	8,422	39	1.7	457	768

(U.P.- Upper Peninsula)
(N.L.P.- Northern Lower Peninsula)

EXHIBIT A

WAGE COMPARISON CHART
FOR COMPARABLE ROAD COMMISSIONS*

<u>COUNTY</u>	<u>TRUCK DRIVER</u>	<u>HEAVY EQUIPMENT</u>	<u>MECHANIC</u>
CHEBOYGAN	7.00	7.20	7.40
CHIPPEWA	7.17	7.31	7.48
DELTA	7.78	7.99	8.04
EMMETT	7.21	7.51	7.71
GOGEBIC	6.75	6.90	7.12
DICKINSON	7.79	8.16	8.27
HOUGHTON	7.52	7.75	7.81
AVERAGE	7.32	7.54	7.69
MENOMINEE	7.46	7.73	8.10

*Rates in effect on August 31, 1983

WAGE COMPARISON CHART
FOR COMPARABLE ROAD COMMISSIONS*

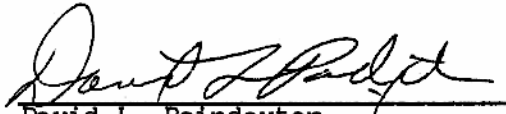
<u>COUNTY</u>	<u>TRUCK DRIVER</u>	<u>HEAVY EQUIPMENT</u>	<u>MECHANIC</u>
CHEBOYGAN	7.42	7.63	7.84
CHIPPEWA	8.51	8.71	8.88
DELTA	8.18	8.39	8.44
EMMETT	7.66	7.96	8.16
GOGEBIC	6.95	7.10	7.32
DICKINSON	8.46	8.78	8.89
HOUGHTON	8.07	8.30	8.36
AVERAGE	7.89	8.12	8.27
MENOMINEE ¹	7.81	8.08	8.45

*Rates in effect on August 31, 1984

1 Proposed rates

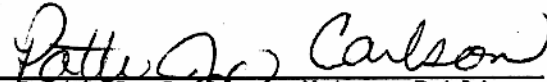
CERTIFICATION

I, David L. Poindexter, having been appointed by the Michigan Employment Relations Commission as its Fact Finder and Agent, pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commissions regulations, having sworn to my impartiality, and having weighed and considered all the testimony, evidence, and argument presented, and in view of the preceding opinion and discussion, have recommended to the foregoing provisions as contained hereinabove.


David L. Poindexter
Fact Finder & Agent

Dated this 20th day of February, 1985, Marquette, Michigan

Subscribed and sworn to before me this 20th day of February, 1985.


Patti Jo Carlson, Notary Public
Marquette County, Michigan
My Commission Expires: 7-13-88