

12/21/91

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**HERBERT L. GROSBERG**  
P.O. BOX 1553  
CASEVILLE, MICHIGAN 48725-1553

December 21, 1991

Mr. Joseph E. Farr  
Personnel Director  
One Crocker Blvd.  
Mt. Clemens, MI 48043

Mr. Richard Weiler  
Labor Council, Michigan FOP  
667 E. Big Beaver Rd. - Suite 205  
Troy, MI 48063

RE: MERC. CASE NO. D91 A-0083  
LABOR COUNCIL FOP  
CITY OF MT. CLEMENS PUBLIC WORKS

**REVIEW**

Dear Messrs. Farr and Weiler:

On November 12, 1991 I received notice from the Michigan Department of Labor, the Employee Relations Commission (MERC) wherein I was appointed fact finder for the unresolved issues of your bargaining agreement, per petition filed by the Union on August 28, 1991 and received by the State on September the 3rd.

The unresolved issues detailed in item 4 of the petition were

1. Wages
2. Clothing/cleaning allowance.

and the reason given in same item 4 was, "A showing of the inequities that exist between the increases given to Department heads and non-union personnel along with the disparity that exists between the above listed employees and employees that do comparable duties in comparable communities may pay, persuade management to re-evaluate its position on the open issues."

One mediation meeting was held, that being on August 26, 1991 and it lasted for two hours.

Following correspondence and telephone conversations it was agreed that a pre-conference meeting would be held on Tuesday, the 17th of December, 1991 at 9:30 AM in the conference room at One Crocker Blvd. in Mount Clemens.

**FACT FINDING**

Mr. Farr, as personnel director, represented the City and Mr. Richard Ziegler represented the Union accompanied by Mr. John Jones, the President of the Local Union.

RECEIVED  
STATE OF MICHIGAN  
BUREAU OF EMPLOYMENT RELATIONS  
DETROIT OFFICE  
DEC 26 AM 10:13

*Mount Clemens, City of*

Henceforth, City will mean the City of Mount Clemens. The Local Union will be referred to as Union as will the employees. Only surnames will be used. No given names.

The bargaining agreement being discussed is the one that was effective from July 1, 1990 through the 30th of June, 1991. Thus, it is almost six months that discussions have taken place which bore no fruit.

This fact finder spoke to and with both sides together and even separate and found that in addition to the two items stated above there were other issues which created discontent. Namely, the length of the contract and insurance.

At the onset, the City offered a raise in pay of 4½% and a three year contract with no increase in the clothing/cleaning allowance. Thusly, it would remain at \$250. The Union wanted a raise in pay of 6½% plus an increase in the clothing/cleaning allowance from \$250 to \$300. Their demands also included a change in the insurance to match the one that both Ziegler and Farr negotiated for the City and the Mount Clemens POA signed on the 24th of October, 1991 thus effective July the 1st, 1991. The paragraph the Union cited is "Each employee will select either the . . . Blue Cross Coverage with the deductible DRI 275/550 rider or the PPO option or the PPO/POV option which increases the deductible for prescription drugs from \$2.00 to \$5.00. They also demanded a change in which those hired after July 1, 1990 shall have the right to choose their insurance and not the City. The Union also wanted a one year contract.

#### RECOMMENDATIONS

It is my belief that any further continuation and discussions would be fruitless. Both sides would like to end these meeting(s) and return to work.

Following are my recommendations for the City and Union in order to put an end to this stalemate.

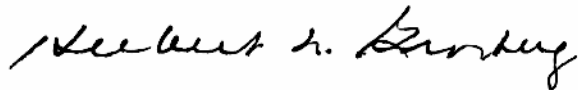
1. The contract between the City and Union should be for two years from July 1, 1991 through the 30th of June, 1993.
2. There shall be an increase in pay of 5% for year one and again in year two of the contract.
3. There should be an increase in the clothing/cleaning allowance of \$50 from \$250 to \$300 for the life of the two year contract.
4. The insurance should be the same as in the agreement between the City and its Police which was signed on October 24, 1991, as asked for by the Union. However, there may be riders that are applicable to the Police and they,

- if any, would not be subject to this change.
5. The City shall still have the right to choose the coverage for new hires after July 1, 1990.
  6. This contract shall be retroactive to July the 1st, 1991.

It is the belief of this fact finder that the above should satisfy both the City and the Union.

If, perchance, either the Union or the City, should believe there is any ambiguity in my recommendations, then we can have another pre-hearing meeting. At this point, I see no cause for any binding arbitration or any further costs. The exception may be to clear any ambiguity mentioned above.

Respectfully submitted,



Herbert L. Grosberg  
Fact Finder

cc; MERC  
Local Union, c/o Mr. John Jones