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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

FACT FINDING REPORT

Northeast Community Mental Health
Professional Employees,
OPEIU Local 459

UNION

MERC CASE NO. L92,B-0660

-AND-

Northeast Community Mental Health
Services Board,

EMPLOYER

STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

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Edward Callaghan

Northeast Community Mental Health Services Board

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

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FACT FINDING REPORT

I. BACKGROUND

The fact finder was appointed on January 22, 1993 by the Michigan Employment Relations Commission to serve as fact finder in this matter. A pre-hearing telephone conference was held on July 19, 1993 wherein open issues were identified and two hearing dates set and general procedure matters discussed. Hearings were scheduled for Friday, July 23, 1993 and July 30, 1993. Due to the fact that both parties acquitted themselves in a professional manner, were well prepared, and honored their commitment to exchange exhibits prior to the first day of hearing, a second day of hearing scheduled for July 30, 1993 was unnecessary. Post-

hearing written recommendations and arguments were received and exchanged by the parties on August 16, 1993.

The Union was represented by Neal J. Wilensky of Bobay, Kaechele, and Wilensky, OPEIU, who presented forty-four exhibits and the Union position on each of the issues. The Employer was represented by James L. Mazrum of Gillard, Bauer and Mazrum, et al, who presented six exhibits and the Employer's position on the issues. Witnesses for the Union included Mr. Joseph Marutiak, Sr., Representative of OPEIU, Local 459. Witnesses for the Employer included Jackie Kennedy, Personnel Officer for the Board and Mr. Charles A. (Tony) White, Director of the Mental Health Agency. Susan Kane, Director of Budget and Finance, also testified on behalf of the Employer. The fact finder congratulates both parties for an excellent job in their presentation of the data as well as presenting concise written arguments to support their respective positions.

The fact finder accepts all evidence proffered by either party in the interest of providing an open and fair hearing. Objection(s) of the Union is duly noted regarding certain budget information, however, the financial status of the Employer is a significant factor which must be considered. The Employer's ability to pay is always an important criteria when considering economic questions.

Both parties submitted comparable data which in their judgement should be considered by the fact finder. Comparable data is always important, however, it can be only one factor that must

be considered. To argue solely on the basis that the reason for a demand is grounded on the fact that a neighboring or comparable agency provides it is not in itself necessarily controlling. Total package cost and benefits is the preferred and acceptable approach coupled with the ability of the employer to pay the increased cost of the demands as well as reasons for the change advanced by either party. Many factors (comparability, bargaining history, internal comparisons, issue legitimacy) must also be considered.

As previously noted, numerous exhibits (54 Joint, Union, and Employer) were introduced and accepted into evidence and have officially been made part of this record (see Appendix A). All exhibits were admitted and form, in addition to the testimony and written positions of the parties, the factual background to this report.

II. THE ISSUES IN DISPUTE

The parties stipulated during the pre-hearing telephone conference that there are ten economic and eight non-economic open issues. On July 23, 1993 this list was revised due to duplicate or overlapping issues, for a net total of fifteen issues. All other issues have been resolved by the parties (Joint Exhibit #2).

1. Health Care, Dental and Optical

Article XXIV, Paragraph A

Union position: Add language except that the premium copayment required shall not exceed \$18. per month for single coverage; \$50. per month for double or family coverage. In addition, effective October 1, 1992, coverage shall be amended to add a prescription rider with a \$2. copay with the Employer continuing to provide a qualified plan to allow employees to pay the premium copay with pre-tax dollars (Union Exhibit #8).

Employer position: Status quo

2. Increase Pension Benefits

Article XXXIV, Paragraph D

<u>Length of Service</u>	<u>Contribution</u>
5 - 9 years	4.5%
10 - 14 years	5 %
15 - 19 years	5.5%
20 years or more	6 %

Employer position: Status quo

3. Increase Earned Leave Credits

Article XXXV, Paragraph A

0.1 earned leave credits for each hour paid (i.e., 8 hours for each 80 hours paid).

Employer position: Status quo

4. Mileage Increase

Article XXXIX, Paragraph B

Union position: Increase from \$.24 per mile to \$.26 per mile.

Employer position: Status quo

5. Registration and Licensure

Article XXXIX

Union position: Employee shall be reimbursed for the cost of any registration and/or licensure which is required by the employer.

Employer position: Status quo

6. Act on Call Compensation

Article XXVII

Union position: Employees receive \$2.25 for each hour on call but not responding, and \$4.50 for each hour on call but not responding during holidays.

Employer position: Status quo

7. Wages

Article XL

A. Effective October 1, 1992, minimum and maximum increase by 3%.

B. Effective October 1, 1993, employees given raises based on formula. Cost equals 1.9%.

C. Effective April 1, 1993 and each year thereafter, employees receive step based on formula. Cost for first year equals 2%.

D. Group goals raise effective September 1, 1993. Maximum cost equals .5%.

Employer position:

A. Effective when ratified. Minimum and maximum increased by 1.5%.

B. Effective when ratified. Employees given raises based on formula. Cost equals 2.43%.

C. No steps.

D. Group goals raise effective September 1, 1993. Maximum cost .5%.

8. Pension Plan Trustee Selection

Article XXXIV, Section D

Union position: One bargaining unit employee selected by the employees shall be appointed by the employer to serve as a pension plan trustee.

Employer position: Employer shall select one member of the bargaining unit as a pension plan trustee.

9. Suggestion Program

Union position: Establish a suggestion program in order to improve services, improve efficiency and/or save money. Suggestions shall be reviewed by joint labor/management committee.

If an employee suggestion is accepted and implemented and if it results in a savings to the employer, the employee shall receive 10% of the savings realized during the first year of implementation up to a maximum of \$2000.

Employer position: Status quo

10. Layoff Bumping and Recall

Article XVIII

Union Position: Employees be given fourteen (14) calendar days notice prior to layoff. In addition, for bumping purposes a vacant position shall be considered low seniority. Prior to allowing an employee to bump into a vacant position, the job shall be offered internally to bargaining unit employees in the classification of the vacancy and in the classification of the employee being displaced.

Employer position: Status quo

11. Non-Disrimination

Article XII, Section A

Union position: Add sexual orientation.

Employer position: Status quo

12. Seniority

Article XVI

Union position: Status quo

Employer position: Supervisor and other non-bargaining unit

employees shall be eligible to bid on bargaining positions with seniority credit equivalent to their length of full time service (frozen seniority) with the agency.

13. Definition of Pay Period

Union position: Status quo

Employer position: Modify the existing pay period currently running from Thursday through the following Wednesday to a calendar week basis.

14. Americans Disabilities Act

Article XXXVI (New Section)

Union position: Status quo

Employer position: Bargaining members be accommodated when a job vacancy occurs and such disabled employee can satisfy the requirements of the vacant position.

15. Accrued Leave Payoff

Article XXXV

Union position: Add language that requires Employer to compensate bargaining unit members when laid off as follows:

Laid off less than 45 days - No payout, time remains in bank

Laid off 45 -120 days - Paid off if employee sends
employer written request

Laid off more than 120 days - Automatically paid off

Employer position: Status quo

III. ECONOMIC CONSIDERATIONS

The Employer has taken a very firm position (Employer Exhibits #1 through #6) concerning its ability to pay any economic demand requested by the Union. The Employer presented Jackie Kennedy, Susan Kane and Tony White, who gave lengthy testimony concerning the financial condition of the Northeast Community Mental Health Services Board.

Both Mr. White and Ms. Kane testified that a deficit balance would occur in fiscal year 1992-1993 if wage increases exceed a net total of an average of 3%. Mr. White also indicated that the para-professionals also represented by the OPEIU received a 3% increase effective October 1, 1992. Ms. Jackie Kennedy testified that on January 1, 1987 step increases were eliminated making it more difficult for employees to get to the top of the pay scale. Moreover, the labor market has made it necessary to hire some employees above the entry level (e.g. Roth).

She further testified that non-represented employees were granted a 3.02% increase and that those paraprofessionals whose hourly rate is greater than \$7.01 would receive a net pay cut. As a consequence, 25 paraprofessionals will have their wages reduced, some as high as \$1.20 per hour. Wages for the professional staff have been linked to other employee groups within the agency. Non-

union, professional staff employees, and the paraprofessionals have historically received the approximate same percentage increase each fiscal year.

Joseph Marutiak of the OPEIU acknowledged that funding for the Northeast Community Mental Health Board was based on monies received from the State Department of Mental Health, Medicaid, and revenues received from the four counties served by the agency, as well as third party payments from Blue Cross/Blue Shield and auxiliary grants. He further testified how the funding for the paraprofessionals differed from the revenues used to finance the professional staff positions. Funding for the professional staff positions are funded from both AIS and the revenue sources noted above. He further indicated that the current rate schedule is a "theoretical" one which, by its design, prevents employees at the bottom from ever reaching the top. This has created internal inequities as individuals in the bargaining unit with the same length of service are receiving different levels of compensation. This problem was created as result of the employer unilaterally eliminating the previous step schedule for those professional employees represented by the Union in five different classifications. In lieu of the ideal, i.e. a pure step scale, which the Union acknowledged would be an "expensive process", the Union proposes a wage package that would cost on the average 4.9%. Mr. Marutiak also made it clear that the Union considers the Employer's proposal nothing other than an introduction of a merit pay system. Such a merit pay system would only aggravate the

existing internal inequities. The Union believes that problems of the current pay system can be best addressed by granting salary increases to bargaining unit members that range from 2.9% to 6%, with a net average of 4.9% for the 1992-1993 contract year. It further requests the establishment of a 2% STEP increase application with a net cost of 1% based on an effective date of April 1, 1993. The Employer's position is that the wage increases should range from 1.5% to 3.5% with an average of 2.43% and that no STEP increases be factored into the wage schedule. The Employer's proposal does include a .5% increase based on the establishment of group goals with an effective date during the 1993-1994 fiscal year. The Employer's position also includes no retroactivity.

However, it should be noted that the Employer's position with regard to economics has changed somewhat from the hearing. It is now the position as stated in the post-hearing argument that, as Employer Exhibit #2 indicates, a 3% increase was granted to the paraprofessional unit effective October 3, 1992. Exhibit #4 shows that the same increase of 3% was also given to non-represented employees. Testimony revealed that the various employee groups have received the same percentage increase in the past except for the last contract, and even then, the increase given to the professional unit was the same as that given to non-represented employees. The testimony of Susan Kane and Tony White indicates that funds are available to support an increase of no more than 3% (Employer Exhibit #5). Thus, the Employer believes that a 3% increase distributed in a manner similar to that given to non-

represented employees is an appropriate increase.

While the Employer has modified its economic position, the Union and the Employer both agreed that any form of merit pay is not doable in the 1992-1993 contract year.

The term of the contract is not at issue in this proceeding. Both parties agree that the fact finders recommendation apply only to the 1992-1993 contract year.

IV. RECOMMENDATIONS

Issue #1: Health Care, Dental and Optical

The Union wishes to modify Article XXIV, Paragraph A, wherein the premium for health care, dental, optical copayment be modified to \$18. per month for single coverage and \$50. per month for double or family coverage and, furthermore, that retroactive to October 1, 1992, the coverage shall be amended to add a prescription rider with a \$2. copay. Cost for this increased benefit would be approximately \$12,000. or a 1.10% increase for the bargaining unit (Employer Exhibit #1). In light of the economic recommendations contained in this report on other issues, it is recommended that the status quo be maintained.

RECOMMENDATION: Status quo

Issue #2: Pension

It is the position of the Union that the contribution of the Employer be increased depending on the length of service (Union Exhibit #10 and #11). This change, if adopted, would cost \$5,248. and represents .5% increase in total cost in terms of new dollars to the Employer. Although slightly noncompetitive with the comparable mental health agencies, the Employer's pension system also grants a 2% gross longevity payment which was previously included in the pension. This 2% can be invested in a 459 deferred compensation plan for retirement purposes. Accordingly, it is recommended that the status quo be maintained.

RECOMMENDATION: Status quo

Issue #3: Earned Leave Credits

The Union wishes to establish earned leave credits at 0.1 for every hour paid, i.e., 8 hours for every 80 hours (Union Exhibits #13-#15). The comparisons made by the Union are incongruent due to the fact that the Employer's program allows employees to take leave for any reason and is not restricted to sick leave. Further, the amount of current leave is not out of line with those agencies identified in Union Exhibits #14 and #15. Accordingly, it is recommended the status quo be maintained.

RECOMMENDATION: Status quo

Issue #4: Mileage

The Union proposes to amend Article XXXIV, Paragraph B, by increasing the current mileage of \$.24 per mile to \$.26 per mile. The Employer calculates increased cost to be \$1,462. or .14% if the mileage rate were to be increased to \$.26 per mile. The Union makes a strong case (Union Exhibits #16-#18) where all relevant comparable agencies are paying more than the current \$.24 per mile. Furthermore, the established Internal Revenue rate of 28.5% exceeds that of the request of the Union. Accordingly, it is recommended that the mileage rate be increased from \$.24 to \$.26 per mile and that this adjustment be retroactive to October 1, 1992.

RECOMMENDATION: Union position be adopted.

Issue #5: Registration and Licensure

The Union proposes that the Employer be responsible for reimbursing bargaining unit members the cost for any registration and/or licensure which is required by the Employer. The Employer calculates the annual cost to be approximately \$700. per year or .07% increase. The Union cites only two examples of agencies which compensate employees for registration fees. One of the examples indicates clearly that cost to the employer only applies to those situations when a licensing requirement for a position increases while the employee is in that position and for renewal of licensing. The record does not support granting this benefit to

the employees of this bargaining unit. Accordingly, it is the recommendation that the status quo be maintained.

RECOMMENDATION: Status quo

Issue #6: Act on Call Compensation

The Union urges that the employees receive \$2.25 for each hour on call but not responding and \$4.50 for each hour on call but not responding during holidays (Union Exhibits #23 and #24). The Employer estimates that this benefit would cost \$4,113. on an annualized basis, or .39% increase in cost. Both the Employer and the Union acknowledge that compensation for act on call is not uniformly nor similarly addressed by other community mental health agencies. It can be easily concluded that each agency has its own designed formula with numerous and various variables that are not common to each organization. This issue is also mitigated by the fact that the Employer does grant compensatory time off for hours in excess of 40 per week. It is recommended that the status quo be maintained.

RECOMMENDATION: Status quo

Issue #7: Wages

The Union urges adoption of its position that wage increases be granted to bargaining unit members ranging from 2.9% to 6% for an average of 4.9% and that effective April 1, 1993 a 2% "step

increase" be adopted. The Employer estimates that the cost for such an increase is \$52,980. for the 1992-93 contract year. The Employer, on the other hand, has modified its original position of 2.43% and has indicated its willingness to increase the salary levels of bargaining unit members from a range 2.4% to 4% with the total net increase of 3% to the Employer. The evidence appears sufficient to support the Union's claim that some modification should be made to allow employees to reach the maximum salary level within a five to seven year time line. The Union's position is that equity can only be achieved by adopting step increases in addition to a percentage range increase application for each bargaining unit member. However, the Employer estimates the annual cost of the step increase alone, if adopted, in the first year would be \$22,309. or 2.10% increase. The economic realities of the Employer as well as the bargaining history and the salary policy history does not support the adoption of the step increases at this time. Accordingly, it is recommended that the Employer's wage package for the 1992-93 contract year be adopted. Cost to the Employer is approximately \$32,170. It should be noted that the application of salary increases does give some relief to those employees with less years of service with the Employer.

RECOMMENDATION: That the 1992-93 salary provisions as set forth in Appendix B be adopted by the parties retroactive to October 1, 1992.

Issue #8: Pension Plan Trustee

The Union urges that the Employer allow a bargaining unit employee, as selected by the employees, be appointed by the Employer to serve as a pension plan trustee. The Employer, on the other hand, believes that this individual should be selected not by the bargaining unit members but by a representative of the Employer. The evidence appears sufficient to support the Employer's claim that it should not be saddled with the risk and/or liability of an individual selected solely by the bargaining unit. The Employer, if allowed to choose a delegate, would have full responsibility for any actions taken by that individual trustee. The evidence does not support that the interest of the employees will be shortchanged if the Employer were to select the member to serve as a pension plan trustee.

RECOMMENDATION: That Article XXIV, Section D be modified to allow the Employer to select one member of the bargaining unit as a pension plan trustee.

Issue #9: Suggestion Program

The Union urges adoption of a suggestion program which would improve services, improve efficiency, and/or save money. This program would involve a joint labor/management committee which would review suggestions. In the event an employee suggestion is accepted and implemented, the Union believes that the employee shall receive 10% of the savings realized during the first year of

implementation, up to a maximum of \$2000. The Union supports its argument by citing the suggestion awards program of the State of Michigan (Union Exhibits #27 and #28). The Union cites example that during the 1992-93 fiscal year period the State of Michigan has been able to save over \$1 million by establishing a suggestion program. The Employer fails to indicate where such a program would result in any cost to the agency. Any suggestion program should not result in any cost if it is to remain viable.

RECOMMENDATION: That effective October 1, 1993 the parties form a labor/management committee which will review suggestions by employees in the bargaining unit based on a form to be developed solely by the Employer. If the employee suggestion is accepted and implemented, and only in the event if it results in savings to the Employer, the employee, as determined by the joint labor/management committee, shall receive 5% of the savings realized during the first year of implementation up to a maximum of \$1000.

Issue #10: Layoff Bumping and Recall

The Union proposes that for notification of layoff that bargaining unit members be given at least fourteen (14) calendar days notice prior to implementing any layoff of a bargaining unit. Further, that for bumping purposes a vacant position shall be considered low seniority and that prior to allowing an employee to bump to a vacant position the job shall be offered internally to the bargaining unit employees in the classification of the vacancy

and in the classification of the employee being displaced. The evidence indicates that adoption of the bumping provision would result in more disruption than currently exists, in the event the Employer has to implement layoffs. Such provision would result in "musical chairs" that would hinder the effective operation of the various departments. Evidence does exist, however (Employer Exhibit #2 and Union Exhibit #32), that paraprofessional employees are given seven (7) calendar days notice prior to layoff except where circumstances giving rise to the layoff could not be anticipated by the Employer. Granting their supervisor one additional week's notice is not unreasonable. Accordingly, there appears to be an indirect meeting of the minds of the parties on the need to have more time before issuing a layoff notice.

RECOMMENDATION: Article XVIII be amended to allow employees fourteen (14) calendar days notice prior to layoff, except where the circumstances giving rise to the layoff could not be anticipated by the Employer. Moreover, the status quo be maintained for the bumping and recall provisions currently in the labor agreement.

Issue #11: Non-Discrimination

The Union urges that the current non-discrimination language include sexual orientation. The Union cites three community mental health agencies, the Michigan Department of Mental Health, and the National Association of Social Workers Code of Ethics (Union

Exhibits #34-#37) to support its argument that sexual preference be added to the non-discrimination language. Notwithstanding, the Employer makes a strong case that a legitimate issue does not exist with the agency regarding this issue. No evidence was submitted that would indicate that any bargaining unit member at any time has experienced any discrimination on the basis of sexual preference or orientation. Furthermore, it was the unrefuted testimony of Tony White that "not even a rumor has been raised in this regard". The code of ethics of any professional organization are not in themselves standards which should be automatically incorporated as employment conditions. No examples of misuse regarding sexual orientation have been documented, and in light of the fact the majority of comparables sexual orientation, the Union's proposal in this matter is without merit.

RECOMMENDATION: Status quo

Issue #12: Seniority

The Employer proposes that a person promoted out of the bargaining unit be allowed to utilize their frozen seniority in bidding on vacant positions and argues that the existing contract is deficient since it fails to define any manner in which this frozen seniority can be exercised. The Union argues for the status quo. The fact finder believes, based on the evidence, that neither party desires to bar any individual who has been promoted out of the bargaining unit to bid on vacant positions within the

bargaining unit.

RECOMMENDATION: That the labor contract be modified to allow employees promoted out of the bargaining unit to use their frozen seniority to bid of vacant positions in the bargaining unit.

Issue #13: Definition of Pay Period

The existing pay period for bargaining unit members currently runs from Thursday through the following Wednesday. The Employer urges, in light of the fact that all government reports (unemployment, worker's compensation, etc.) require payroll data on a calendar week basis, that the pay period the pay period should coincide with the calendar weeks. The Employer has pointed out that all other employee groups including the paraprofessionals represented by the OPEIU currently have a work pay period based on a calendar week basis. The Union has failed to identify any specific examples of problems if such a change were to occur from the current Thursday through Wednesday to a calendar week basis.

RECOMMENDATION: That the current pay period from Thursday through Wednesday be changed to a calendar week basis effective October 1, 1993.

Issue #14: Americans Disabilities Act

The Employer proposes that individuals be accommodated pursuant to the Americans with Disabilities Act when a job vacancy

occurs and such disabled employee can satisfy the requirements of the vacant position. In light of the fact that the parties have no choice in but to comply with the Americans Disabilities Act, the language proposed by the Employer is superfluous.

RECOMMENDATION: Status quo

Issue #15: Accrued Leave Payoff

Both parties recognize the need for addressing the issue of paying accrued leave time at the time an individual bargaining unit member is laid off. The Union has proposed that under these conditions that the Employer be obligated to follow the listed below schedule:

Laid off less than 45 days - No payout, time remains in bank

Laid off 45 - 120 days - Paid off if employee sends
employer written request

Laid off more than 120 days - Automatically paid off

All such payouts shall be in accordance with Section XXXV. If the Employer deems a layoff to be indefinite, the employee, upon mutual agreement, must be paid out during the first 45 days. In light of the fact that the current contract does not address this issue, the proposal as submitted by the Union is reasonable for both parties and should be adopted.

RECOMMENDATION: That the language as set forth in Union Exhibit #43 as revised be adopted effective October 1, 1993.

CONCLUSION

These negotiations have presented very difficult issues for both parties because of the financial condition of the Employer. The parties are to be commended for their professional approach during the fact finding process in clearly identifying issues and submitting compelling arguments for same. However, the fact finder believes that the party advocating a change in current practice or contract language must bear the burden to provide specific and compelling reasons to modify the existing agreement.

The fact finder urges the parties to use this report to assist them in selling their differences in an expeditious fashion in order that discussions for a successor agreement can be conducted in a timely fashion.

Respectfully submitted,

A handwritten signature in cursive script, reading "Edward D. Callaghan". The signature is written in dark ink and is positioned above a horizontal line.

Edward D. Callaghan, Fact Finder

Dated: September 22, 1993

APPENDIX A

JOINT EXHIBITS (4)

- # 1 Labor Agreement between Northeast Michigan Community Mental Health Services Board and Office and Professional Employees International Union (Professional Employees) Local 459 from October 1, 1990 to September 30, 1992

- # 2 Listing of 18 Open Issues
For Union: 7 economic, 5 non-economic: Total 12
For Employer: 3 economic, 3 non-economic: Total 6

- # 3 Petition for Fact Finding
Filed by Union with MERC on 11-9-92

- # 4 Answer to Petition for Fact Finding
Filed by Employer with MERC on 1-13-93

APPENDIX A

UNION EXHIBITS (44)

- # 1 Union and Employer Economic Proposal
- # 1A Map which identifies Michigan's Community Mental Health Boards
- # 2 Union Wage Proposal (3 pages)
- # 3 Wage Progression Schedules of Comparable Community Mental Health and Other Similar Agencies
- # 4 1991 Michigan Association of Community Mental Health Boards Salary and Benefit Survey,
page on salary increase programs (2 pages)
- # 5 Minimum and Maximum Wage Comparisons of Comparable Community Mental Health and Other Similar Agencies (8 pages)
- # 6 Employer's Proposed Wage Formula
- # 7 Average Salary If Employees Worked at Other Agencies
- # 8 Union Proposal for Health Care, Dental, and Optical
- # 9 Health Care Comparisons of Comparable Community Mental Health and Other Similar Agencies
- #10 Union Proposal on Pension
- #11 Pension Comparisons of Comparable Community Mental Health and Other Similar Agencies
- #12 Comparison of Defined Benefit Plan to Defined Contribution Plan
- #13 Union Proposal on Earned Leave Credits

APPENDIX A

- #14 Total Paid Time Off Comparisons of Comparable Community Mental Health and Other Similar Agencies
- #15 1991 Michigan Association of Community Mental Health Boards Salary and Benefit Survey, page of Vacation, Holidays, Paid Personal Days Per Year, and Sick Leave Benefits (2 pages)
- #16 Union Proposal on Mileage
- #17 Mileage Provisions of Comparable Community Mental Health and Other Similar Agencies
- #18 1991 Michigan Association of Community Mental Health Boards Salary and Benefit Survey on Reimbursement Level for Business-Related Travel by Automobile
- #19 Union Proposal on Registration and Licensure
- #20 Registration Fees Paid by Agency Example
- #21 Reimbursement Provision of Clinton Mental Health Board for Certification, Registration, and Licensure of Professional Staff
- #22 Union Proposal on Hour ACT On-Call Compensation
- #23 ACT On-Call Comparisons with Seven Other Agencies
- #24 Total Compensation for Being on ACT On-Call with Seven Other Agencies
- #25 Comparisons of On-Calls at Northeast Community Mental Health Agency
- #26 Union Proposal on Suggestion Program
- #27 State of Michigan Suggestion Awards Program Handbook of September, 1988 (3 pages)

APPENDIX A

- #28 State of Michigan Suggestion Activity by Primary Evaluator - 1992-93
- #29 Union Proposal for Employee Selected by Employees to Serve as Pension Plan Trustee
- #30 Union Proposal on Bumping
- #31 Union Proposal on Minimum Number of Days for Layoff Notice
- #32 Layoff, Bumping, and Recall Provisions per Labor Agreement with NMC Paraprofessional Employees
- #33 Union Proposal on Sexual Orientation
- #34 Agencies with Non-Discrimination Based on Sexual Orientation Clauses (5 pages)
- #35 Medical Services Administration Language on Sex Discrimination
- #36 Michigan Department of Mental Health Language on Sexual Orientation
- #37 National Association of Social Workers Code of Ethics (7 pages)
- #38 March 1, 1993 letter from James Mazrum to Joseph Marutiak regarding negotiations
- #39 March 15, 1993 letter from Joseph Marutiak to James Mazrum regarding negotiations (2 pages)
- #40 October 1, 1992 Seniority Schedule for Bargaining Unit (2 pages)
- #41 1992-93 Public Hearing Budgets for Cost Center Number 95040

APPENDIX A

- #42 1991 Non-Union Staff Salary Comparisons for Northeast Michigan
Community Mental Health Services (2 pages)
- #43 Union Proposal on Paid Accrued Leave Time Upon Layoff
- #44 Union Salary and Percentage Increase Proposal for Each
Bargaining Unit Member

APPENDIX A

EMPLOYER EXHIBITS (6)

- # 1 Cost of Union Economic Proposals (2 pages)
- # 2 Settlement Document of February 3, 1993 between Paraprofessional and Northeast Mental Health Agency (4 pages)
- # 3 Summary of Tentative Agreement with OPEIU Paraprofessionals (5 pages)
- # 4 Salary Increase Listing for Non-Union Staff - NCMHS for 1992-93 Fiscal Year (2 pages)
- # 5 CMH Allocations and Salary Increases Bar Graph for Fiscal Years 1986-87 to 1992-93
- # 6 Comparison of Northern Area (8 Agencies) Board Funding for Local Services

APPENDIX B
NORTHEAST MICHIGAN COMMUNITY MENTAL HEALTH SERVICES
PROFESSIONAL SALARY PROPOSAL — FY 92-93

POSITION EMPLOYEE	FTE	CURRENT SALARY	% OF PRO- POSED MAX.	PROPOSED INCREASE (SEE NOTE)	PROPOSED SALARY	PROPOSED MAXIMUM 45,036	PROPOSED MINIMUM 35,840
<u>PH.D.</u>							
[none]							
<u>MASTER'S</u>						35,840	26,419
CROSS	1	25,800	72.0%	3.33%	26,639		
LABAR	1	27,276	76.1%	3.33%	28,184		
MOUSSEAU	1	28,709	80.1%	3.00%	29,570		
MYERS	1	28,709	80.1%	3.00%	29,570		
DUTTON	1	29,988	83.7%	3.00%	30,888		
VANDERMOLLEN	1	30,039	83.8%	3.00%	30,940		
SCHACKMANN, Dan	1	30,039	83.8%	3.00%	30,940		
LAIRD	1	33,177	92.6%	2.67%	34,063		
SOMMERVILLE	1	34,959	97.5%	2.40%	35,798		
<u>OCCUPATIONAL THER.</u>						32,256	25,600
NORDSTRAND, C.	1	30,075	93.2%	2.67%	30,878		
(vacant)	1	30,688	95.1%	2.40%	31,425		
STIGER	1	30,689	95.1%	2.40%	31,426		
<u>BACHELOR'S</u>						28,672	19,712
ELOWSKY	0.6	12,969	75.4%	3.33%	13,401		
WIENCZEWSKI, R.	0.5	13,982	97.5%	2.40%	14,318		
SKIBA	0.5	9,625	67.1%	4.00%	10,010		
KAISER	1	19,250	67.1%	4.00%	20,020		
NUNNELEY	1	19,250	67.1%	4.00%	20,020		
TAYLOR	1	19,250	67.1%	4.00%	20,020		
URLAUB	1	19,250	67.1%	4.00%	20,020		
SCHACKMANN, Deb	1	19,932	69.6%	4.00%	20,750		
DONNELLY, T.	1	20,816	72.6%	3.33%	21,509		
MORFORD	1	20,818	72.6%	3.33%	21,511		
MURPHY	1	21,341	74.4%	3.33%	22,052		
ZIELINSKI	1	21,439	74.8%	3.33%	22,147		
CRIST	1	21,821	76.1%	3.33%	22,548		
BENAC	1	22,305	77.8%	3.33%	23,048		
DEKETT	1	22,682	79.1%	3.33%	23,437		
(Vacant)	1	22,876	79.8%	3.33%	23,638		
ROSS, R.	1	22,957	80.1%	3.00%	23,646		
BONIFAS	1	22,957	80.1%	3.00%	23,646		
JARMUZEWSKI	1	22,970	80.1%	3.00%	23,659		
FLURI	1	22,994	80.2%	3.00%	23,684		
BARSEN	1	25,560	89.1%	2.67%	26,242		
WIENCZEWSKI, J.	1	26,690	93.1%	2.67%	27,409		
BARKLEY	1	27,964	97.5%	2.40%	28,635		
LANG	1	27,964	97.5%	2.40%	28,635		
ROTH	1	27,964	97.5%	2.40%	28,635		
<u>R.N.</u>						27,136	19,456
HARDIES	0.5	11,282	83.0%	3.00%	11,600		
RADOCY	0.5	11,282	83.0%	3.00%	11,600		
JACKSON	0.6	14,887	90.3%	2.67%	15,089		
MENEFEE	1	21,281	78.4%	3.33%	21,990		
SCHIMMEL	1	21,707	80.0%	3.33%	22,430		
GAWEL	1	24,488	90.3%	2.67%	25,149		
KOLLIEN	1	25,230	93.0%	2.67%	25,904		
WELKER	1	25,230	93.0%	2.67%	25,904		
<u>L.P.N.</u>						20,619	14,848
DONNELLY, J.	1	20,136	97.7%	2.40%	20,619		
TOTAL SALARY:		<u>1,071,088</u>		3.00%	<u>1,103,258</u>		
TOTAL COST OF PROPOSAL:					<u>\$32,170</u>		

(NOTE: PROPOSED INCREASE IS LIMITED TO PROPOSED MAXIMUM)

Under this proposal, staff within each classification would be granted increases, the amount of which would depend upon the percentage that an employee's salary is of the maximum for the classification. This table reflects these relationships: -> -> -> -> -> ->

% OF MAXIMUM	% INCREASE
< 71%	4.00
71+ _80%	3.33
80+ _89%	3.00
89+ _95%	2.67
> 95%	2.40

APPENDIX C

WAGE DISTRIBUTION

<u>Bargaining Unit Members</u>	<u>% Frequency</u>
6	4.00
12	3.33
12	3.00
8	2.67
6	2.40
<hr/>	<hr/>
44	

NOTE: Two (2) Vacancies