

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

In the Matter of

COUNTY OF OAKLAND, Michigan  
Parks and Recreation Commission

and

CASE NO. D76 C830

TEAMSTERS LOCAL NO. 214  
State, County and Municipal Workers

On September 1, 1976 the undersigned, Leon J. Herman, was appointed by the Employment Relations Commission as its hearings officer and agent to conduct a fact finding hearing relevant to the matters in dispute between the above parties, pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Commission's regulations. Accordingly, and upon due notice, a hearing was scheduled and held on November 11, 1976 at the Parks and Recreation Commission offices, 2800 Watkins Lake Road, Pontiac, Michigan.

Present on behalf of the Commission were Charles J. Long, Attorney; Jon J. Kipke, Deputy Director; Thomas Eaton, Personnel Technician and Ken Vistra, Chief of Labor Relations and Classification.

Earl Drake, Business Representative, and Gerard Lacey, Park Manager, represented the Union.

The Union herein, consisting of managers, assistant managers and supervisors employed by the Oakland County Parks

and Recreation Commission, are in process of negotiations for a first collective bargaining agreement. Agreement has been reached upon all issues, with the exception of the following:

1. Agency shop
2. Temporary change of rate
3. Overtime and holiday pay
4. Wages and cost of living allowance

1. Agency Shop

There are currently 21 certified bargaining units representing County employees, inclusive of this Local. In none of the collective bargaining agreements negotiated between the County and its employees has an agreement been reached for an agency shop, although many contain a clause whereby the agency shop would be automatically granted were any other unit to receive an affirmative response to the request.

The Union asks that all non-member employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, as the employees' exclusive collective bargaining representative, a sum equivalent to that paid in dues by other employees in the bargaining unit who are members of the Union, not to exceed the amount of the Local's regular and usual dues.

The County has rejected the request, since grant of the demand at this time would award other units a benefit which they were not able to achieve through the bargaining process.

There are presently a total of 11 managers, assistant

managers and supervisors in the bargaining unit, 9 of whom are members of the Local Union. Mr. Lacey is of the belief that the two holdouts will join the Local now that it has received recognition from the Labor Relations Commission. If that is done, then of course the agency shop is purely surplusage and currently not needed.

In any event, the United States Supreme Court presently has before it a case arising in the City of Detroit in which the constitutionality of the agency shop is disputed. It would appear somewhat futile to make a recommendation one way or the other on this matter and then find that the Supreme Court, sometime between January and June of 1977, may issue a differing decision.

The Union proposes a contract to cover only the year 1976. It plans shortly to go into negotiations for the 1977 agreement. In the circumstances it would appear that the grant of an agency shop at this time would gain little, if anything, for the Local.

I therefore recommend that the request for an agency shop be denied, without prejudice to its renewal in future negotiations.

## 2. Temporary Change of Rate

The Union proposes that in those cases in which an employee in the bargaining unit is assigned to taking over ultimate responsibility inherent in a higher level job, and provided he is classified for the higher level by passing the promotional

merit system examination, he be paid the base salary rate of the higher job for any period of one full shift or more.

The parties have tentatively agreed that the requirement for passing a promotional merit system examination for the classification of and qualification for the higher level may be deleted.

The County contends that an essential part of the job function of assistant manager is to fill in for the manager at such times as the manager is unavailable. It proposes, however, that an assistant manager who has filled in the manager's job for a period of over 30 consecutive calendar days be then given the higher rate so long as he continues on the job. It proposes to pay such rate under those terms if the manager resigns, is on an extended leave of absence, or is incapacitated by an extended illness.

The Union has accepted the management proposal.

### 3. Overtime and Holiday Pay

The personnel in the bargaining unit are required to work all summer holidays without extra compensation. No other category of Oakland County employees is required to work holidays without receiving extra compensation. Most of the weekly work schedules of these employees exceed 40 hours and in summer may exceed 60 hours, all without extra compensation. It is contended that the employees should receive time and one-half pay for holidays worked and for time over eight hours in a day and 40 hours in a week.

As to holiday pay, the Union points out that only park managers, assistant managers and supervisors are denied time and one-half for working on the holiday in addition to the holiday pay. There should be recognition that they work all holidays and get no vacations as do other County employees.

The County takes the position that these are not hourly employees. They are paid at an annual rate, which is established with the type of operation in mind. Overtime is built into the pay rate. The work load in the winter is extremely low, while that in the spring and summer is high. One season balances off the other. There is no time clock or other procedure whereby the County can confirm the hours worked by these employees. As far as time spent is concerned, they are on an honor system. They themselves determine the number of hours they must work. They are supervisory and management personnel and as such receive no overtime pay, nor is there any system whereby such overtime pay could be controlled.

The County adds that this type of operation precludes any holiday pay as such. Holidays and overtime are considered when the pay rate is set. It points out further that other managers in the County outside of the Parks Department are paid no overtime rate, nor do they receive holiday overtime as such. In all, some 200 classifications in the County receive neither overtime nor holiday pay.

I agree with the County that overtime pay would be almost impossible to control. Furthermore, these employees are

of managerial capacity who are paid on an annual rate basis. Employees in such positions do not ordinarily receive overtime pay. They are expected to manage the parks to which they are assigned. Management functions are performed irrespective of the time involved. It is expected of management that whatever time be needed will be devoted to the job without anticipation of additional compensation.

4. Wages and Cost of Living Allowance

The parks manager for youth activities currently receives a base pay of \$17,932, increasing in four years to \$20,540. The park managers operating the golf courses and other facilities are paid a base of \$12,933, increasing in four years to \$15,541. Assistant park managers receive \$10,433 and \$13,041 respectively. Greenskeepers are paid the same rate.

In addition, each employee receives dental insurance, Blue Cross-Blue Shield coverage, group life and disability insurance coverage, and pensions upon retirement. All park managers receive free housing and utilities. They are required to reside in the park where they work.

The foregoing pay scales include a five percent increase which was unilaterally granted by the County as of January 1, 1976.

The Union asks that an additional five percent be allowed, retroactive to January 1, 1976. They point to the foremen in Royal Oak and Bloomfield Hills parks, who are paid \$16,000 annually.

The County pointed out that in other areas no housing is supplied. Some of the park managers must also do tree trimming. In Ferndale they take care of the Woodward Avenue center mall. In Genesee County they are paid \$22,669, but are responsible for three or four parks and supervise about 20 full time employees. They supervise some 5,500 acres and receive no housing. In Oakland County a park employee supervises no more than five employees in one park of 200 to 400 acres.

In Macomb County the managers receive \$15,400 but no housing. Their responsibility is less than in Oakland.

In Kent County managers are paid \$11,633. Some of them are given free housing. They are members of the same Teamster Local.

The State of Michigan pays \$16,700 to managers, plus housing. They are responsible for parks of 3,800 acres. The public attendance is about 500,000, which is more than attend all Oakland parks together. The managers received no dental insurance and comparatively poor longevity payments (Oakland County pays 10%). In result, the Oakland park manager receives a higher rate of pay than does the manager of the much larger and busier State park.

The Huron-Clinton Metropolitan Authority pays \$27,000, plus cost of living, to its manager, who is responsible for all major and smaller parks. Attendance amounts to some 10,000,000 people. Each manager has 30 full time employees and about 200

seasonal employees in his charge. Each major park covers thousands of acres. The total acreage of all Oakland County parks can fit into one Huron-Clinton facility.

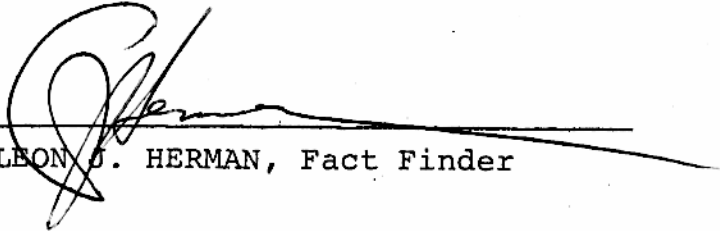
Granting that the County's stated objections are reasonable and well founded, it must also be conceded that the rates of pay of lesser employees have accelerated far more rapidly. There is today a mere \$614 difference in pay between an assistant park manager and a park maintenance laborer, according to Union calculations. The rise in the cost of living index from January to December, 1974, based upon the formula of  $57-59 = 100$ , amounts to 12.6%. Under the  $67 = 100$  formula the cost of living has increased 10.9% for the same period. It would appear equitable that the salaries of these employees be increased by an additional 5% for the year 1976 to approximately compensate for the increase in cost of living.

I make no recommendation for a cost of living allowance because I believe, with the County, that this matter should be considered annually when salary increases are considered.

I recommend that the salaries of these bargaining unit employees be increased to 10% as of January 1, 1976, less the 5% increase already allowed as of that date.



I sincerely hope that these suggestions will result in the execution of a mutually satisfactory collective bargaining agreement. I wish to extend my thanks to the representatives of both parties for an exceedingly calm, courteous and pleasant hearing.



LEON J. HERMAN, Fact Finder

Southfield, Michigan  
December 8, 1976