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Report
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Recommendations

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Fact-Finding
between

OGEMAW COUNTY ROAD COMMISSION, Employer

and

LOCAL 15528, DISTRICT 50, ALLIED AND
TECHNICAL WORKERS, Employee Organization.

Appearances:

William Beinke

For the Union

Clarence Harris, District Representative
Harry Fritz, President
William Farro, Committeeman
William Cliff, Committeeman

For the Board

Leo Bergeron, Chairman
R. G. Reid, Commissioner
Fred B. Shepherd, Commissioner
Harold Smith, Jr., Engineer Manager

INTRODUCTION

On March 3, 1971, by letter addressed to Robert G. Howlett, Chairman, Michigan Employment Relations Commission, the parties jointly applied for appointment of a Fact-Finder in their current dispute and duly listed the several items required by Commission Regulations, Part 3 R423-432 Rule 32.

By letter dated March 19, 1971, the Employment Relations Commission appointed the undersigned as its Hearings Officer and Agent to conduct a fact-finding hearing pursuant to Section 25 of the Labor Mediation Act (Mich. Stat. Ann. 17,454(27)); Mich. Comp. Law 423.25 and Part 3 of the Board's General Rules and Regulations.

The undersigned arranged a pre-hearing conference with the parties at the Road Commission office in West Branch on March 26, 1971, to discuss procedures and make arrangements for a formal hearing. Following a general discussion of the 8 listed issues, it appeared obvious that it would be necessary to proceed with a formal hearing, which was scheduled for 9:00 a.m., Monday, March 29, 1971, at the Road Commission office.

Ogemaw County Road Commission

The hearing was held as scheduled and both parties to the dispute were afforded full opportunity to present testimony, evidence and arguments.

At the close of the hearing I agreed to allow the parties until Monday, April 5, 1971, to present any further argument in writing that they might see fit. By letter dated April 1, 1971, the Engineer-Manager of the Commission offered further argument solely with respect to the one issue of distribution of overtime.

At the hearing the following issues were discussed:

- (1) Distribution of overtime;
- (2) Merit Vacation;
- (3) Holidays;
- (4) Payment of Sickness and Accident, Blue Cross-Blue Shield and Term Life Insurance premiums for 6 months when employee is sick or disabled for any reason;
- (5) 5¢ per hour premium for employees working after 4:30 p.m.;
- (6) 45¢ per hour increase for all employees other than Heavy Equipment Operators who would receive 55¢;
- (7) Vacancies, Promotions and Transfers;
- (8) Duration.

At the pre-hearing conference the Commission submitted a revised proposal to the Union on Item 7 with the request that the Union consider it over the weekend. During the course of the Hearing on March 29, 1971, following discussion between the parties, it appeared that they had reached substantial agreement thereon and stipulated that it would be unnecessary for the Fact-Finder to include this item in his findings.

Evidence submitted by the Union in support of its position consisted of the following:

- (1) Agreement between Gladwin County Road Commission and District 50, Local 14148;
- (2) Agreement between Midland County Road Commission and District 50, Local 14130;
- (3) Agreement between Bay County Board of Supervisors and District 50, Local 15157;

- (4) Agreement between School District of the City of
Midland and District 50, Local 14331;
- (5) Michigan County Road Commission Labor Contract
Comparison Study.

Evidence submitted by the Commission, in addition to the letter referred to supra, consisted of the following:

- (1) Scott Report for County Road Association of Michigan
compiled by Council areas;
- (2) Compilation by counties of wage, fringe benefits and
certain other contract data;
- (3) Bulletins 861 and 868 prepared by the County Road Asso-
ciation of Michigan containing revisions to No. 2;
- (4) 1971 Labor Budget Estimate, Ogemaw County Road Commission.

DISCUSSION AND RECOMMENDATIONS

The undersigned has duly considered the oral testimony given at the Hearing and has reviewed the mass of data submitted by the parties. Each of the seven items remaining in dispute will be discussed and recommendation made.

The parties appeared at the hearing to be in tacit agreement that, for fact-finding purposes, it would be reasonable to generally confine comparison to what the County Road Association of Michigan calls Regional Council #3 or Vacationland, comprising the counties of Crawford, Oscoda, Alcona, Roscommon, Ogemaw, Iosco, Clare, Gladwin, Arenac, Isabella and Midland. This appears to be reasonable since all these counties except Clare, Isabella and Midland are contiguous to Ogemaw with which we are here concerned. Accordingly, in general, and particularly in economic matters, I have used such data in those areas as is available in reaching my conclusions.

(1) Equalization of Overtime

In substance the Union wishes a clause similar to that in the Gladwin County contract, which reads as follows:

"Overtime work shall be distributed as nearly equally as practicable among the eligible employees. Keep an

accurate posted record of overtime worked. All refused overtime will be counted as time worked."

In response to questioning by the Fact-finder, it appears that the Union would be satisfied to balance within 15 hours by classification:

The Commission apparently at some time during the negotiations had made a proposal under Article XVIII WAGES, as follows:

Section 2 B "Management shall determine which employees, who by reason of their skills, ability, attendance record, promptness in reporting in when called, interest in the job, and are available, should work overtime when required; taking the above into consideration, a reasonable effort will be made by supervisors to divide overtime equally, consistent with the most efficient operation of the Road Commission."

C "Scheduled overtime may be voluntary."

D "The Commission's distribution of overtime shall not be the subject of a grievance."

This was rejected by the Union during negotiations, and the Commission now proposes to place it under Article V "MANAGEMENT".

The Commission contends, in substance, that it has offered to equalize scheduled overtime among qualified employees but on emergency overtime by past practice it has put its best men out at night and in snowstorms.

Further the Commission contends that it has been the policy, so far as possible, to assign a truck to one driver under the theory that he will take better care of it if he knows he is responsible for it.

Aside from the Gladwin County contract, I have not found any provision for total equalization of overtime as such. There appears to be some merit in the Commission's contentions on emergency overtime with particular reference to night and snowstorm work. However, I recommend that scheduled overtime, as distinguished from emergency, be subject to equalization by classification. I also feel that the Commission language on emergency overtime should be restored to Article XVIII "WAGES", and that it should not be excepted from the grievance procedure. To do otherwise would violate what may be described as part of the generally accepted practice in labor agreements.

(2) Merit Vacation

The Union apparently originally proposed one (1) day from 5 to 15 years' service, two (2) days from 15 to 25, and three (3) days from 25 years on. The present agreement provides for a half day per month up to 5 years and one (1) day per month thereafter. It is my understanding that the Union has offered to settle for one (1) day per month after six months.

The Commission takes the position that it is not so much the monetary impact as the fact that it is not practice in the area referred to supra.

Data submitted indicates that Gladwin has 1 day after 6 months, Alcona 10 days after 1 year, Arenac 5 days after 1 year, Clare 1 day after 1 year, Crawford 6 days after 1 year, Iosco 12 days per year, Roscommon 1 day per month. I understand some of these counties are now or will be in negotiations.

The Union's revised proposal of 1 day per month after 6 months' service appears not to be out of line, and I recommend its acceptance.

(3) Holidays.

The present agreement provides for 6½ holidays. The Commission has proposed adding the other ½ day on Good Friday. The Union proposes a total of 8, adding either the day after Thanksgiving or ½ day before Christmas and New Years to the Commission proposal.

At the hearing the parties agreed, that, of the counties with which we are dealing, 3 pay 6 holidays, 1 pays 6½, 1 pays 7, 2 pay 7½, and 1 pays 8. Two counties are currently negotiating.

If the parties agree on a three-year contract with annual reopenings for hourly rates of pay only as I shall subsequently recommend, I recommend 8 paid holidays to be determined by the parties. If they settle for one year, I recommend 7 holidays.

(4) Insurance.

The Union proposes that the Commission pay for Hospital Insurance, Sick and Accident Insurance and Term Life Insurance for six months after

incapacitation due to injury, whether job connected or not, or when sick.

The current contract provides as follows:

"An employee on duty and injured in an accident arising out of and in the course of employment with the County Road Commission, shall be continued on the payroll to the extent of the said employee's accumulated sick leave.----- After all accumulated sick leave is used, the Commission will continue to pay Hospital Insurance, Sickness and Accident Insurance, and Term Life Insurance - - - - - for one (1) year unless his employment is terminated sooner."

The Commission has offered to pay 90 days after exhausting sick leave and accumulated annual leave (Vacation).

If the Commission will make it clear that this applies to sickness and injury on or off the job, I recommend the Union accept it.

(5) Premium Pay.

The Union proposed 5¢ per hour premium for night work after 4:30 p.m. and contends other counties are paying from 5¢ to 10¢.

The Commission objects to the book work involved and also stated at the hearing that other counties are split between straight time and time and one-half for overtime.

Evidence submitted indicates that Alcona pays 1½ X on holidays or over 8 hours, Arenac 1½ X over 40 hours, Clare 1½ X over 40 hours, Gladwin 1½ X over 9 hours and 45 hours, Roscommon 1½ X on holidays, Oscoda 1½ X over 9 hours and Saturday and Sunday, Crawford pays straight time, and data was not given on Iosco.

The Commission proposed at the hearing to pay time and one half from 4:30 p.m. to 7:00 a.m. and Saturday and Sunday, except for regular night employees. This appears to coincide with the present agreement.

I recommend that the Union drop this demand and continue the present overtime pay practice in view of the recommendation I shall make with respect to the wage issue.

(6) Wages.

The Union proposes a general increase of 45¢ per hour with an additional 10¢ for Heavy Equipment Operators. At one point the Commission

proposed 30¢ and 40¢ but indicated it might result in layoffs. In any event it was rejected by the membership. At some point, apparently during the later stages of mediation, the Commission withdrew its proposal and stated that it would limit its total expenditure to \$20,000 additional, which at straight time and with no allowance for added fringe benefits works out to 27½¢ per hour on the basis of the present 31 employees of whom 11 are Heavy Equipment Operators.

I have surveyed the data provided for rates in the 11 counties in the Council, including Ogemaw. It indicates that at the present time only Arenac and Iosco Counties are below Ogemaw at \$2.85 on the laborer rate, and there is a wide spread upward. Clare is at \$3.50, Gladwin \$3.62, Isabella \$3.25, Oscoda \$3.31, Midland \$3.36, Roscommon \$2.90, Crawford \$2.92, and Alcona is at \$2.85.

A similar spread exists on Light and Heavy Truck Drivers and Equipment Operators with differentials ranging widely.

I have prepared the following tabulation extracted from data furnished by the Commission. It is noted that 2 counties are currently in negotiations.

	<u>Lab.</u>	<u>Lt. Tk.</u>	<u>Hvy. Tk.</u>	<u>Hvy. Equip.</u>
Ogemaw	\$2.85	\$2.95	\$3.10	\$3.25
Alcona	2.85	3.15	3.25 - 3.30	3.40
Arenac	2.65	2.70	2.40	3.40
Clare	3.50	3.50	3.55	3.65
Crawford	2.92	2.98	3.11	3.25
Gladwin	3.62	----	----	3.72
Iosco	2.54	2.96	3.08	3.14
Isabella	3.25	3.30	3.35	3.50
Oscoda	3.31	3.31	3.37	3.44
Midland	3.36	3.63	3.64	3.83
Roscommon	2.90	3.05	3.10	3.20

On the basis of the data available, I recommend a 35c increase generally and 45c for Heavy Equipment Operators retroactive to January 15, 1971.

(7) Vacations, Promotions and Transfers.

In view of the tentative agreement at the hearing, I make no recommendation.

(8) Duration.

If the parties accept the foregoing recommendations, I recommend a three-year contract to expire January 15, 1974, with annual reopeners on hourly rates of pay only upon 60 days notice prior to the anniversary date by either party.

CONCLUSION

I have attempted to keep my recommendation in line with data available for the counties in the Vacationland Council, at the same time bearing in mind the fiscal data furnished by the Commission with respect to prospective income. I am sure the parties will recognize that, if my recommendations are followed, Ogemaw County will remain neither the highest nor lowest in the Council.

Respectfully submitted.

Willis A. Reinke

Willis A. Reinke
Fact Finder

April 9, 1971.