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*Mr. Remfield*

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RELATIONS LIBRARY  
December 5, 1973

Mr. Ray Quada, Administrative Assistant  
City of Plymouth  
201 S. Main Street  
Plymouth, Michigan 48170  
and

Mr. Walter Sacharczyk, Business Representative  
Teamsters Local 214  
2801 Trumbull Avenue  
Detroit, Michigan 48216

Re: City of Plymouth - and - Teamsters Local 214  
Case No. D73 C-897 (Fact Finding)

This is a report with recommendations concerning  
matters in disagreement between the above-mentioned parties.

Pursuant to an application for fact finding from  
the Union dated October 10, 1973, directed to the Department  
of Labor Employment Relations Commission, and the answer  
thereto from the City, dated October 18, 1973, this hearing  
officer was appointed by the Employment Relations Commission.

A hearing was held in Conference Room "B" at the  
offices of the Michigan Employment Relations Commission, 6th  
Floor, 7310 Woodward Avenue, Detroit, Michigan, beginning  
at 10 A.M., ~~November 27~~, 1973.

The following persons were present:

John R. Emery  
Fact Finder

Walter Sacharczyk  
Business Agent, Teamster Local 214

*Plymouth, City of*

David A. Slezak  
Steward, Local 214

Ray E. Quada  
Administrative Assistant to the City Manager

Kenneth F. Vogras  
Director, DPW, City of Plymouth, Michigan

BACKGROUND:

On August 2nd, 1971, the City of Plymouth, Michigan, and Teamster Local 214 signed a collective bargaining agreement to be in full force and effect until midnight of July 1, 1973. Subsequent to this termination date, the parties endeavored, through the collective bargaining procedure and State Labor Mediation guidance to negotiate a new labor agreement acceptable to all parties. Unable to resolve certain issues, the parties applied to the Michigan Employment Relations Commission for the appointment of a fact-finding hearing officer. The Employment Relations Commission accordingly appointed John R. Emery as its Hearings Officer and agent to conduct a fact finding hearing pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Commissions Regulations, and for this hearing officer to report with recommendations with respect to the matters in disagreement.

Further background material was presented at the onset of the hearing, e.g. Joint Exhibit 1. This exhibit designated as the Michigan Municipal League Information

Bulletin No. 109 (Revised) contains the salaries, wages and fringe benefits in Michigan municipalities over 4,000 population 1973. This is a mutually acceptable guideline for comparisons with other municipalities with respect to matters in disagreement between the parties.

Then followed Joint Exhibit 2 which was the Labor agreement between the City of Plymouth and the International Brotherhood of Teamsters, chauffeurs, warehousemen and helpers of America Local Union No. 214, dated from March 29, 1971 to July 1, 1973.

The exhibits and the categorized demands of the Union, as well as the City's position statement which follow are instrumental in the recommendations of this fact finder.

THE HEARING:

Mr. Walter Sacharczyk, in his opening statement presented the Union's demands of the employer. This was done in a well organized brochure containing the following categories:

1. Wages - Specific job classifications with maximum proposals representing 41 cents per hour across the Board, an additional cost of living of .4 equaling 1 cent per hour.

2. Paid Sick Days - Sick days with compensation after 90 days or 520 hours. Bank 40 days and use days over 40 for sick leave or vacation.

3. Personal Days - A total of three personal days off with pay per year.

4. Holidays - Day after Thanksgiving, Employee's Birthday and Full day New Year's Eve day.

5. Election Day - 1 hour off with pay at the end of the day to vote.

6. Sick Days - Eliminate or as may be (Section 137 of contract) specified by the head of his department. Charge physician's certificate or personal affidavit after 1 day to after 3 days.

7. Sick Days - (Reference - Holiday) Section 140 contract. Sick day to be allowed the day before or after.

8. Vacation Days - 1 year	= 10 days vacation
5 "	= 15 days vacation
10 "	= 20 days vacation
15 "	= 25 days vacation

or

1 day per year after 1 year in addition to initial 10 days. With reference to Section 88 of Joint Exhibit 2, change 90 days to 30 days.

9. Longevity - \$30.00 per year of service after 4 years to maximum of \$400.00.

10. Overtime - Ref: Section 00, Joint Exhibit 2. No replacement for employee once job assignment has been made. Eliminate Section 103 of Joint Exhibit 2.

11. Pension - No demands.

12. Shift Differential - 10¢ afternoons  
15¢ midnights

(definite starting and quitting time.)

13. Wash-up Time - Two 10 minute wash breaks, 1  
in forenoon and 1 in afternoon.

14. Lay-off and Recall - New definition with more  
acceptable diction.

15. Pay Day - Change bi-weekly to weekly pay.

16. General Working Conditions - Ice Water when  
needed. T-shirts for summer wear.

17. Funeral Leave - 3 paid leave days for funeral  
in town. 5 days for funeral out of town - not chargeable to  
sick leave.

18. Overtime - Double time for Sundays.

19. Minimum call-in Pay - 3 hour call-in pay  
at time and one-half.

20. Dental and Optical Insurance - Full Family  
Coverage.

Mr. Ray Quada, in his opening statement presented  
the City of Plymouth's position consisting of the following:  
Good faith bargaining has been conducted on the part of both  
parties in this dispute since the beginning of May 1973, and  
that seeking fact-finding is a reasonable approach to  
resolve the problems.

On two (2) occasions in August and September of

1973, the City's last offer was presented in good faith to this Union membership for ratification. On both occasions it was rejected. (Fact Finder Note - Specific offer will follow.)

The City contends that its offer is both fair and equitable in light of recent national economic developments and in comparison with the economic activities of the surrounding municipalities. The City of Plymouth would seek suitable comparisons with such municipalities as Berkley, Clawson, Troy, Northville, Ypsilanti, Mt. Clemens, Farmington, Garden City and Dearborn.

Specifically, there follows the City of Plymouth's final offer:

**First Year:**

1. 30¢/hr across the Board wage increase.
2. Cost of living allowance - 10¢ Max - March to March index.
3. Minimum call-in - two (2) hours.
4. Double time for Sunday work.
5. Unreduced early retirement.
6.  $\frac{1}{2}$  day prior to New Year's Day.
7. Three (3) days funeral leave with no charge to sick leave
8. Ice water
9. Shift differential - 10¢ hr. per afternoons

15¢ hr. per midnights.

**Second Year:**

1. 20¢/hr across the board wage increase
2. Cost of living allowance, 10¢ cap. March index
3. Retirement E plan - adds cost of living allowance to present retirement system.
4. Vacation - 1 year - 10 days  
                   4 " - 15 days  
                   10 " - 20 days

**Third Year:**

1. Wages 20¢/hr across the board
2. Cost of living allowance. 10¢ cap. March to March
3. Longevity increase to \$35.00 per year.

Let it be noted that the above consists of voluminous facts which are to be used in making a decision of their merit and import in this dispute. As stated, Joint Exhibit 1, coupled with the Union's original demands, and the stand taken by the City of Plymouth are the nucleus of information (noted herein) available to the fact finder.

**FINDING OF FACT:**

Since the Union's demands were drawn on a composite basis derived from the Michigan Municipal League Survey, and since the Employer's offer in the first year meets the composite demand adequately with the cost of living escalator, it is the recommendation of this fact-finder that the Employer's first year wage offer be put into effect.

With respect to second year wages, and inasmuch as the Union made no demand, consideration must be given to the City's offer as maintaining wage parity with comparable communities. This fact-finder regards this offer as one that has been meritoriously negotiated by the city as a projection of an equitable second year increase based on current economic trends on multi-year contracts.

Third year recommendations, in keeping with the philosophy of current trends would be too much of a projection to define in specifics, therefore, this fact-finder looks upon this third year as a period of adjustment between the parties.

The remainder of issues have been presented by both parties in the form of briefs and reflect opposing versions of the so-designated "composite". After engaging in extensive investigation of Joint Exhibit 1, and after giving due deliberation and credence to all elements submitted by both parties, this fact-finder recommends the following:

A three year contract, effective date same as new date of entire contract for 1973, with the following basic alterations to be incorporated in the new agreement:

1. First Year -

- (a) 30¢/hr across the board wage increase
- (b) Cost of living allowance of .4 to equal 1¢ per hour with a maximum of 10¢ total per March index.



- (c) Minimum call in two hours.
- (d) Double time for Sunday.
- (e) Unreduced early retirement, e.g. retirement at age 55 with 25 years service.
- (f)  $\frac{1}{2}$  day prior to New Year's Day.
- (g) Three (3) days funeral leave with no charge to sick leave.
- (h) Ice water.
- (i) Shift differential: 10¢/hr for afternoons  
15¢/hr for midnights

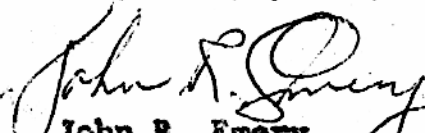
## 2. Second Year -

- (a) .20/hr across the board wage increase.
- (b) Cost of living allowance 10¢ max. March index.
- (c) Retirement E Plan, adding cost of living allowance to present retirement system.
- (d) Vacation - 1 year - 10 days  
4 " - 15 days  
10 " - 20 days

## 3. Third Year -

- (a) Wages - open for adjustments
- (b) Cost of living allowance 10¢ max. March index.
- (c) Longevity increase to \$35.00 per year.

Very truly yours,

  
John R. Emery