

## State of Michigan

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In the matter of:

Roscommon County Road Commission  
Roscommon, Michigan

Employer

and

Roscommon County Road Commission  
Employees Association

Union

*Daniel Kruger*  
Hearing Officer's Fact Finding ReportAppearances

For the Road Commission:

Maurice Higgins, Engineering Manager  
Albert Huff, Member of Commission  
Marie Bailey, Secretary, Commission

For the Employees Association:

Donald F. Power, Negotiator  
Cleon R. Yarnall  
Herbert Daniels  
Sylvester B. Hose  
Clint Stauffer  
Richard Baldwin  
James F. Lang

This is a fact finding report under the provisions of Section 25 of Act 176 of the Public Acts of 1939, as amended, which provides in part as follows:

"Whenever in the course of mediation under Section 7 of Act No. 336 of the Public Acts of 1947, being Section 423.207 of the Compiled Laws of 1948, it shall become apparent to the Board that matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known, the Board may make written findings, with respect to the matters in disagreement. Such findings shall not be binding upon the parties but shall be made public..."

*Roscommon County Road Commission*

In accordance with the Board's Rules and Regulations relating to fact finding, the undersigned Hearing Officer was designated to conduct a hearing in the matter and to issue a report in accordance with Labor Mediation Board General Rules and Regulations Rule 35. Rule 35 states that Hearings Officer will issue a report with recommendations with respect to the issues in dispute.

#### The Issues

In its petition for fact finding dated April 3, 1971, the Roscommon County Road Commission Employee's Association indicated that there were two unresolved issues: wages and an overtime provision for daily and weekly payment.

The Roscommon Road Commission did not formally reply to this petition.

The Michigan Employment Relations Commission concluded that matters in disagreement might be more readily settled if facts involved in the disagreement were determined and publicly known. Accordingly, the Commission appointed Dr. Daniel H. Kruger as its Hearings Officer and agent. A hearing was held at Roscommon, Michigan on May 10, 1971.

#### Discussion of Issues

##### Wage Issue

The Employees Association initially sought an increase of 35 cents per hour for all job classifications within the bargaining unit. Subsequently,

the wage demand was reduced to 25 cents an hour. The Road Commission has offered 20 cents an hour and five cents for improvement in fringe benefits.

The parties agreed that Roscommon County historically compares itself with Ogemaw and Crawford counties. Below is a table showing the wage rates per hour currently being paid in the road commissions of the three comparable counties.

	Labor	Light Truck	Heavy Truck	Heavy Equip.
Ogemaw	3.10	3.20	3.35	3.50
Crawford	2.92	2.98	3.11	3.25
Roscommon	2.90	3.05	3.10	3.20
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Roscommon-scale with Employers offer of 20 cents	3.10	3.25	3.30	3.40
Roscommon-scale with Employees demand of 25 cents	3.15	3.30	3.35	3.45

With a twenty cent increase, the laborers in Roscommon will receive \$3.10 an hour which is equal to the rate for Ogemaw and eighteen cents an hour more than laborers in Crawford. A twenty cent increase for light truck operators in Roscommon will give this job classification a rate of \$3.25 which is five cents more an hour than the Ogemaw light truck operators and 27 cents more an hour than the light truck operators of Crawford. Heavy truck operators in Crawford will receive \$3.30 an hour which is five cents

an hour less than heavy truck operators in Ogemaw but 19 cents an hour more than those in Crawford County. Heavy equipment operators in Roscommon County with a twenty cent increase or \$3.40 an hour will receive 15 cents an hour more than those in Crawford County and ten cents less than the heavy equipment operators in Ogemaw.

The wage issue is, however, but one part of the total economic package. It was agreed by the Employees Association that Roscommon County has the best pension plan in the counties comprising the Vacationland Council (there are 11 counties in the Council). The Commission has also offered 5 cents for fringe benefits. The parties, moreover, have agreed to an additional \$1,000 in life insurance from \$2,000 to \$3,000 and two additional holidays: one half ( $\frac{1}{2}$ ) day Christmas Eve, one half ( $\frac{1}{2}$ ) day Good Friday and a full day for Veterans Day.

In addition, the parties have agreed that the sick leave bank will be eighty days which is an increase of 20 days. There will be no change in the thirty (30) day separation sick leave payment. The parties have also agreed to the following vacation pay schedule:

<u>Length of Service</u>	<u>Vacation Allowance</u>
1 year to 5 years	14 working days
5 years to 10 years	15 working days
10 years to 15 years	16 working days
15 years to 20 years	17 working days
20 years or more	20 working days

The vacation pay provision in the old contract was:

<u>Length of Service</u>	<u>Vacation Allowance</u>
1 year to 5 years	12 working days
5 years to 10 years	13 working days
10 years to 15 years	14 working days
15 years or more	15 working days

Thus the parties have agreed to improve the vacation pay provision in the new contract by providing two additional days for five year increments and a twenty day vacation for those employees with twenty years of service.

It is estimated that the increased costs for the new vacation pay provision will be \$2,000 for the year. Furthermore, the two additional holidays will cost the County \$2,734 a year. The County also pays the entire cost of hospitalization and surgical insurance for the employees. To maintain the existing benefits available under its plan will cost the County an additional \$3,800 this year.

#### Overtime

The Employees Association is seeking an overtime pay provision under which the County would pay time and one-half for all work performed in excess of 9 hours in any 24 hour period and for all work performed in excess of 45 hours in any one week. The previous contract did not contain any overtime provision.

The County is opposed to an overtime provision at this time. It pays straight time for hours worked in excess of 9 per day. In 1969 the County paid for 8,000 hours over the regular work day and work week at a cost of \$26,000. In 1970 there were 11,000 hours worked over the regular work day

and work week at a cost of \$37,000.

At the hearing Mr. Maurice Higgins, Engineering Manager, stated that the financial position of the County was such that it did not have the money to pay overtime at time and one half rates. He also stated that the Commission would curtail extra hours worked over both the regular work day and work week if an overtime provision was included in the contract.

The Employees Organization acknowledged the financial plight of the Road Commission, but pointed out that seven of the 11 counties in the Vacationland Council had overtime provisions in their contracts. Of the two counties - Ogemaw and Crawford - with whom Roscommon compares itself, only Ogemaw has an overtime provision in its contract.

#### Retroactive Pay

In the hearing, the issue of retroactive pay was raised. The old contract expired on February 2, 1971. It was extended by mutual agreement for 30 days. The Commission agreed to pay retroactive pay, from the date of February 2, 1971 to the date of final settlement (Employee's Association Exhibit VIII). At its meeting on March 2, 1971 the Commission unilaterally terminated the contract as of that date (Employee's Association Exhibit IX). The Employees Association is seeking the new negotiated pay rates retroactive to February 2, 1971.

#### Recommendations

The Hearings Officer strongly recommends that the Employees Association accept the County's wage offer of 20 cents per hour and five cents for fringe benefits. As noted, with this increase wage rates in Roscommon County will

compare favorably with the wage rates being paid in the Ogemaw and Crawford Road Commissions.

The economic Package will also include an additional \$1,000 in life insurance, the two extra paid holidays (one half day Christmas Eve, one half day Good Friday, and Veterans Day), an increase of twenty (20) days in sick leave making a total of 80 days, and the new vacation schedules noted above.

The Hearings Officer, furthermore, strongly recommends that the new pay rates be made retroactive to February 2, 1971. Since the contract will be dated February 2, 1971, the Road Commission should also pay the members of the bargaining unit for 4.5 hours of pay for the one half day Good Friday holiday.

Finally, the Hearings Officer urges the parties to place the issue of overtime pay high on the agenda for collective bargaining next year. It is apparent that the thrust in the current round of bargaining was on improving insurance, holidays, vacations and sick leave.

#### Summary

The Hearings Officer has made recommendations which can serve as the basis for the parties to reach agreement. He strongly urges the parties to give serious consideration to these recommendations so that the collective bargaining agreement can be finalized. Furthermore, it is sincerely hoped that this Report will assist the parties in developing and promoting the quality of goodwill which is so essential to the parties reaching agreement among themselves.

May 25, 1971  
East Lansing, Michigan

  
Daniel H. Kruger  
Hearings Officer