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FACT FINDING REPORT AND RECOMMENDATIONS
UNDER THE REGULATIONS AND PROCEDURES OF THE
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of

County of Saginaw:

-- and --

Office and Professional Employees International Union #393

FACT FINDER: Carl Cohen, Ann Arbor, Michigan

MERC Case No.: L88 E-519

Date of Report: 21 November 1988

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1. Background

The most recent labor Agreement between the County of Saginaw ["the County"] and OPEIU -- Local #393 of the Office and Professional Employees International Union ["the Union"], expired on 31 December 1987. Many, many negotiation sessions, over a period of many months, followed by sessions with a state-appointed mediator, failed to bring the parties to a new agreement. Concluding that the matters in dispute might be more readily settled if the facts involved in the dispute were clarified and made public, the Michigan Employment Relations Commission appointed the undersigned, Carl Cohen, as Fact Finder in this dispute. The Fact Finder was instructed to hold a hearing in this matter, which has been done, and at the conclusion of this hearing to serve a copy of his Report, with recommendations, to each of the parties and to the Michigan Employment Relations Commission. The document in hand is this Report.

Saginaw County

2. Hearing and Appearances

A pre-hearing conference was held with the parties on 9 September 1988. A formal hearing on all matters in dispute was held at Saginaw County Courthouse on 30 September 1988. Both parties were given full opportunity to present evidence and exhibits, to question the materials presented by the other party, to examine and cross-examine witnesses, and to present to the Fact Finder all relevant arguments.

Appearing for the County at the hearing was **Mr. Peter C. Jensen,** Attorney. Appearing for the Union was **Mr. William Duff**, Labor Consultant to the Union.

Also in attendance and testifying as witnesses for the Union were: Ms. Kitty Packard, Chief Steward; Ms. Marna Pacanovsky, Steward; and Ms. Jane Blaze, Financial Secretary. Ms. Ivory Morris, President of the Union Local, was also in present. Also in attendance for the County, and testifying as witnesses, were: Mr. Donald W. Johnston, Personnel Director; Mr. Douglas Winnie, Labor Relations Specialist, and Mr. Marvin Baldwin, former County Comptroller. Mr. Larry Polk, from the Personnel Office, Mr. Daniel Webber, Chief Judge of the 70th District Court, and Ms. Barbara Kalbfleisch of the 70th District Court were also present.

The Fact Finder was presented by a very large number of very detailed exhibits, submitted by both parties, ranging from letters and memoranda and negotiating-position documents, to newspaper clippings, charts, and other items bearing upon the dispute. Both parties presented analyses of the standing of the courthouse workers in Saginaw County relative to the standing of equivalent workers in counties claimed to be comparable.

The Union presented a total of 45 exhibits; the County presented a total of 13 exhibits. All were discussed at hearing, and have been carefully studied by the Fact Finder.

3. Stipulations

The parties agreed, at the pre-hearing conference, that the issues dividing them are, essentially of three kinds: One category is the set of economic issues, to be identified below. The other two are contract-language issues, to be identified below. The parties have agreed that, with regard to all other matters, agreement had been reached or could be readily reached, and therefore that on other matters the language of the old contract should be maintained. They have agreed that their common goal is a three-year contract, which would take effect beginning January 1, 1988 and would expire on 31 December 1990.

The parties agreed at hearing that post-hearing briefs would be submitted no later than 28 October 1988. Unfortunately, both parties were seriously tardy in the submission of their post-hearing briefs, neither being received by the Fact Finder until well into November, 1988. This explains the apparent delay in the submission of this Fact-Finder's report.

4. Issues Remaining to be Resolved

Two large major issues of contract language, not directly economic yet having substantial economic impact, continue to divide the parties.

A. Full-time/Part-time employees. The first of these issues concerns the definition of full-time and part-time employees, as discussed in Article 1, Section 2 of the Old Contract. Under the existing language a bargaining unit member becomes a full time employee only if she or he -- but for convenience the female pronoun will be used throughout this Report -- works 72 hours or more per biweekly pay period. The Union seeks to reduce this requirement for full-time status to 40 hours per biweekly pay period; the County seeks to retain the existing language.

B. Order of Layoff. The second issue concerns the order of layoff, in the event of a reduction in the workforce, presently set forth in Article IX, Sections 1 and 2. The County contends that the present language is unclear and likely to lead to great conflict in the event it needs to be applied; the Union rejects the changes proposed by the County in the wording this Article.

C. Economic Issues. Six economic issues divide the parties. Two of these are major and others are (relatively) minor. These are:

Major:
(1) Wages
(2) Health Insurance Coverage

Minor:
(3) Number of Personal Days Off
(4) Date of commencement of disability pay
(5) $50 Health option
(6) Custodial employee adjustments

All of these issues will be discussed in turn, below.

5. Positions of the Parties, and Fact Finder's Discussion of the Conflicting Positions

A. The Full-time/Part-time Issue

Here is the language in the old contract that defines the categories in question:

Article 1, Section 2 [Ex J-1, p. 3]

> "Full-time employees are defined as those who work 72 hours or more per biweekly pay period on a regular basis. Permanent part-time employees are those who work 40 or more hours per biweekly pay period on a regular schedule but who do not work the required number of hours to be considered a full-time employee. A temporary employee is an employee hired for a specified period of time, not to exceed 13 weeks. Thereafter the employee achieves the status of either full-time or permanent part-time (in the bargaining unit) or part-time (not in the bargaining unit) depending on the number of hours worked."

Little controversy concerning this contract provision arose until, in recent months, two three--quarter time positions were created by the County, one in the Parks and Recreation Department, the other in the Department of Public Works. This history of that change, itself a subject of dispute that went to arbitration, need not be reviewed here. In the upshot, it was held that it was within the contractual authority of the County to create these two positions; the County has done so, and has filled them. These are three-quarter time positions, and therefore, under the language of the old contract, they are part-time. There are about 10 other part-time positions in the bargaining unit, most or all of these being (approximately) 20-hour per week (or 40 hour per biweekly pay period) positions. Part-time employees receive half-benefits; full-time employees receive full benefits, of course.

Fact Finder's Discussion

There is no unfairness when a 20-hour-per week worker receives half-benefits; but the Union finds it unfair, understandably, if one who works 35 hours per week receives half benefits, while one who works 36 hours receives full benefits. Of course there must be a line drawn somewhere, but <u>where</u> should it be drawn? The present line, drawn at 72 hours per biweekly period, is too <u>high</u>, says the Union. The line proposed by the Union is at 40 hours per biweekly pay period. That line, says the County, is too <u>low</u>.

They are both right. This is a matter that can be resolved, and should be resolved, through intelligent compromise. When the current language was formulated, the three-quarter time positions now existing had not been contemplated. But plainly, it is not fair to treat employees who work, on a regular, permanent basis, thirty and more hours every week, as though they were "part-time." At the same time, recognizing that is substantial expense is imposed upon the County in providing full benefits to an employee, the Union claim that those benefits should go to regular half-time employees is excessive.

The Fact Finder strongly recommends that the parties compromise on a **new** line, drawn at 60 hours per biweekly pay period. The existing three-quarter-time employees will be covered, but the existing half-time employees will not be converted by this language to full-time. The burden of the change upon the County will not be great; reasonable expectations by bargaining unit members will be realized.

This is not a complicated solution, and one may ask why the parties have not been able to find it. The answer lies in part in the fact that other matters, bearing upon this Section of the contract, have seriously intruded. Two distinctions are drawn in the key Section [Section 2 of ARticle 1; Joint Ex 1, page 3]. The first distinction is between full and part time, which is the issue here demanding resolution. The second distinction is between permanent and temporary employees -- and over this matter also there have been disputes between the parties, partly stemming from misunderstanding. Some of that misunderstanding could be eliminated in the future if the language of the second part of Section 2 were clarified and sharpened.

After listening carefully to the intense argument over this matter, and weighing the testimony and exhibits of the parties, the Fact Finder can report with confidence that it is the honest intention of both parties to distinguish three categories of employees: 1) full time, permanent; 2) part-time, permanent; 3) temporary. The first two of these categories are the members of this bargaining unit; these are the regular employees, whether their hours be 40 or 60 or 80 per biweekly pay period. The third category is plainly intended to cover those who, although working for the County, work either for a very limited period (less than 13 weeks) or for a very small number of hours per week (less than 20). It plainly was the intention of the parties to include under the heading of temporary workers those who work just a small number of hours, even if they do work for more than 13 weeks; this is shown by the final sentence in Section 2, which ends with the words "depending upon the number of hours worked." It is clear that, if the number of hours worked is regularly below twenty, the employee is not

to be considered a member of the bargaining unit. But it is also clear, from the second sentence in the same paragraph, that when this agreement was made, years ago, it was intended that the cut-off line between full-time and part-time be 40 hours per biweekly pay period; above that line the employee was no longer to be considered "temporary" but a permanent, regular employee, if employed for a period of more than 13 weeks.

Now the Union contends (and may well be correct, although the Fact Finder is not in a position to verify the claim) that there have been some violations of this set of rules by the County in recent times. These violations, if real, may have been unintentional. They may have resulted from the unclarity of the contractual provisions. The irritation caused by these (alleged) marginal violations, and the fact that frictions of this kind have arisen with respect to people who are "part-time", but not part-time permanent in the intended sense of the contract, has made the discussion of the first distinction, between part-time permanent and full-time permanent, jumbled and widely confusing.

Recommendation 1

The Fact Finder therefore recommends that the language of Section 2 be clarified, as well as changed. The change (as noted above) would establish the line between full-time permanent and part-time permanent employees at 60 hours per biweekly pay period. The clarification would identify the category of "temporary" employees more clearly, and thus avoid future mistakes or infractions concerning them.

To achieve the compromise recommended, and to realize the honest and appropriate intentions of both parties, the Fact Finder therefore recommends that Section 2 of Article 1 be formulated in some such form as the following:

> **Section 2.** Full-time permanent employees are defined as those who work, on a regular basis, 60 hours or more per biweekly pay period. Part-time permanent employees are defined as those who work, on a regular basis, at least 40 or more hours per biweekly pay period but less than 60 hours per biweekly pay period. Temporary employees are those who **either** a) are hired for a specified period not to exceed 13 weeks **or** b) regularly work less than 40 hours per biweekly pay period. Temporary employees are not members of the bargaining unit.

With this language, or something very much like it, the County will retain the flexibility required to hire temporary, part-time workers during the summer season for park maintenance and the like (a need that the Union

understands), and the jobs of Union members will be protected, because the level set for permanent full-time work would then be both reasonable and fully feasible.

B. The Order of Layoff Issue

Here again the dispute between the parties stems partly, but not wholly, from misunderstanding. Article IX of the Old Contract, entitled Layoff and Recall, [Joint Ex 1, page 21] lays down in Section 1, the conditions under which a senior employee who is laid off may bump another less senior employee, in or out of his department, but only between non-elected departments. [Some department memberships in the County Courthouse fluctuate with the results of elections; all others are called non-elected departments; the parties concur in using this terminology, and regarding the need for this distinction.] Section 1 (of Article 9) notes the rights of the parties to retain the arrangements created by a bump -- and there is no substantial disagreement between the parties about this Section.

Section 2 of Article 9 is more problematic. The Union seeks to retain it precisely as it stands; the County seeks to replace it with a rather lengthy set of paragraphs, submitted as County Exhibit 1. To understand fully this dispute between the parties, the two alternatives must be clearly before us. Here follow the two alternatives:

Here first is Section 2 of Article IX, in the old contract, which the Union seeks to retain:

> <u>Section 2.</u>
> The word "layoff" means a reduction in work force. When there is such a reduction in the work force, it shall be in the following order:
> (a) Temporary/part-time employees
> (b) Probationary employees
> (c) Permanent part-time employees
> (d) Full-time employees

Here second is the County's proposed replacement for Section 2. Although the 9 paragraphs of the replacement are not numbered in the exhibit (County Ex 1), they are numbered here to facilitate reference to them below. A few adjustments are made here in punctuation and in the order of words to make the meaning clearer. But no substantive changes are introduced.]

Section 2 -- as presented in County Exhibit 1:

1. The word "layoff" means a reduction in workforce.

2. Layoff shall be by department, by classification. When management reduces a part-time position, then layoff shall take place from employees on the part-time seniority list. When management reduces a full-time position, the layoff shall take place from among employees on the full-time seniority list. Seniority shall prevail, provided the seniority employees retained can perform the available work.

3. In the event a laid-off employee has the skill and ability to perform the work of the least senior employee in an equal or lower pay grade, that employee shall have the opportunity to bump the least senior employee.

4. Full-time employees shall not be eligible to bump part-time employees except in the case where the full-time employee's bargaining unit seniority is greater than the part-time employee's seniority. A part-time employee shall not bump a full-time employee under any circumstances.

5. If an employee expresses a desire to bump into a position in other than his/her current classification in an equal or lower pay grade, the employer reserves the right to require the employee to be able to perform the duties of the position without additional training; however, the Employer will provide adequate orientation and training in department procedures.

6. Temporary employees performing in the same classification affected by the layoff shall be laid off first; probationary employees performing the same work in the department affected by the layoff shall be laid off second; regular full-time and regular part-time employees shall be laid off last, except that in such case the bargaining unit member employee may elect to displace a temporary employee, provided he/she can perform the work.

7. A laid-off seniority employee, if recalled to an equal pay grade from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall be considered a resignation. A laid-off employee shall be eligible for recall to a vacancy in a pay grade equal or lower than his/her grade prior to the posting of that vacancy, providing he/she is capable of performing the work.

8. For purposes of bumping, an employee laid off from non-elected department may exercise unit-wide seniority in non-elected departments, provided he/she can do the work. An employee laid off from an elected department

shall not be eligible to bump into any other department.

9. The order of recalling of laid off employees shall be in the reverse order in which the employees are laid off.

The dispute (over order of layoff) between the parties arises in part from the difficulty in determining what differences, if any, would be made by the replacement of the existing language by the more detailed language proposed by the County. The Union fears that this replacement will result -- in the event of layoff -- in the protection of the jobs of temporary employees, at the expense of the jobs of seniority employees. Therefore it rejects the entire change. The County is honestly convinced that the language of the old contract is unclear and insufficiently detailed to insure an orderly layoff process, in the event of a reduction in work force, and the County therefore is anxious to have clear and unambiguous contract language in place. How can this dispute be resolved amicably, with the interests of both sides protected?

The Fact Finder has examined the testimony at hearing very closely, and studied the alternatives very closely. The Fact Finder concludes that a replacement of the existing language is indeed in order, and that the intentions of the County in this matter are honorable, and will not work to the disadvantage of Union members -- providing the language adopted really is clear and really does, unambiguously, protect the interest of Union members.

Repeatedly, at hearing, the County's Personnel Director, and the County's Representative, assured the Fact Finder and all in attendance that (in the event of a layoff) nothing in the proposed replacement would have the effect of protecting a temporary employee at the expense of a seniority employee, providing the seniority employee could do the job bumped into. The training that would normally be given to an employee who bumps into a new position will be given also; that too was repeatedly emphasized by the County. If all this is true, the Union need not fear the replacement. And it is to everyone's advantage to replace language that leaves many uncertainties, with language that gives to everyone a clearer picture of what may happen and what may not happen, in the event of a layoff.

To achieve this, the Fact Finder makes an extended recommendation below, which proposes the adoption of a replacement for Section 2, but introduces a number of clarifying changes in the wording of the replacement proposed by the County.

Regarding wording: The first two paragraphs of the proposed replacement are worded in a way that is needlessly threatening. The Union fears that, because (in the County's proposed replacement) layoff is apparently restricted by department, a temporary in one department may be protected while a permanent employee in another department is laid off. But that, as we have seen, is not the County's intention here. How should this be clarified?

To begin with, it will help greatly if we distinguish clearly between the concept of a **reduction in the work force**, and the **layoff** of an employee. The opening line in Section 2, which asserts that the word layoff <u>means</u> a reduction in force is very misleading. In fact, the layoff of employees is a <u>consequence</u> of the reduction in force, but they are not the very same thing. The point in distinguishing a **layoff** from a **reduction** is this: the reduction must be, as the County points out, by department and by classification. That is, management must decide, and specify, which jobs are to be eliminated. No one would dispute this. But <u>who</u> will be laid off need not be so specified, by department, because seniority here plays a central role, and as the County Personnel Director repeatedly confirms, employees may bump across (non-elected) department lines. If we distinguish between the two concepts (recognizing their close relation, of course) we can find language that gives management its right to specify the <u>reduction</u>, and protects the layoff <u>order</u> that the Union seeks in the process of layoff.

Recommendation 2

The Fact Finder recommends that Section 2 of Article 9 of the old contract be replaced by a revised version of the paragraphs provided by the County (See County Exhibit 1, and earlier in this section of the Fact Finder's Report. The Fact Finder recommends that the replacement be framed in the following language, or something very much like it:

[The language that follows, referring to County Exhibit 1, above, changes paragraph 1, adjusts and combines paragraphs 2 and 6, and adjusts paragraph 3. In essence it protects all Union interests, and also protects, for management, the specific authority that it management must be able to exercise in the event of a layoff.]

1. A "reduction in work force" is the elimination of a position, which management may specify, by department and by classification.

2. When a specified reduction in force has been established by management, the resulting **order of layoff** shall be:

First, if possible, from temporary employees performing in the same classification in which the reduction has been ordered;

Second, if possible, from probationary employees performing the same work in the department affected by the reduction;

Third, if unavoidable withe the above, part-time permanent employees;

Fourth, if unavoidable with the above, full-time permanent employees.

3. Seniority shall prevail. In the event a laid-off employee has the skill and ability to perform the work of the least senior employee in an equal or lower pay grade, the more senior employee shall have the opportunity to bump the least senior employee, or may elect to displace a temporary employee, provided the seniority employees retained can perform the available work.

4. Retain as in County Exhibit 1

5. Retain as in County Exhibit 1

6. Delete (absorbed into 2, above)

7. Retain as in County Exhibit 1

8. Retain as in County Exhibit 1

9. Retain as in County Exhibit 1

C. Economic Issues

(1) Wages

No good purpose will be served by rehearsing here the very many arguments for and against the several contentions made by the two parties on the matter of wages for the three year period beginning 1 Jan 1988.

It will be sufficient to lay out the alternative positions of the two parties, and to make some comments upon them both.

Wage offer of the County:

(a) 1 Jan 88 through 12 December 89: Zero increase.
County to pay employee MERS contribution.
(b) 1 Jan 89 through 12 December 89: Wage freeze.
(c) 1 Jan 90 through 12 December 90: 3.5% wage increase

Wage proposal of the Union

The Union request for wage increases is not entirely clear, because, at hearing and in the Union briefs which came from two separate sources, slightly inconsistent accounts were given. In essence, however, it is fair to say that the Union seeks a 2% increase for the first year, a 2% increase for the second year, and a 3.5% increase for the third year, with the employer also covering the contribution to the MERS retirement plan.

The Fact Finder has carefully reviewed the financial condition of the County, has inspected the comparable data provided by the parties respecting other areas and other groups of employees, and has grappled with issues of equity from many points of view. In this matter, as in others, the parties are in a position to resolve their differences with intelligent compromise. The Fact Finder recommends that wage increases be slightly less than those proposed by the Union, and slightly more than those proposed by the County.

Recommendation 3

The Fact Finder recommends that wages for this bargaining unit be increased, as follows:

First year: Adopt County Offer: Zero % increase; County to pay employee MERS (Retirement) contribution.

Second year: Adopt (approx) Union Proposal -- 2% increase.

Third year: Adopt County Offer: 3.5% wage increase.

(2) Health Insurance

The other major economic issue dividing the parties is the coverage of health insurance to be provided for employees. The Union now pays 10% of health and dental insurance. The Union seeks the deletion of the deductible on Xray and Emergency Room costs. The Union urges that family coverage be continued.

The County has proposed that continuing employees retain family coverage, but that all new employees, in the future, receive single-premium coverage. That is, for all new employees, the employee, but not her family, would be covered.

This is a matter of very great importance. All parties recognize the sharp rises in health-care costs; so important is health insurance that it can no longer be considered a "fringe" benefit, but is absolutely critical for all

employees. The County proposal would leave some future employees in this bargaining unit exposed to possible costs beyond their capacity to bear -- or would impose upon them an insurance burden that would cut deeply into their income. The Fact Finder does understand the need of the County to ease its financial burdens, and has for this reason accepted, in largest part, the wage proposals of the County. On this matter, however, the reduction in coverage for a sub-class of employees would not be reasonable or tolerable.

Recommendation 4

The Fact Finder recommends that the Health Insurance program for the members of this bargaining unit remain as in the status quo: it is very important for members of this bargaining unit that family coverage be continued, and it should be continued. However, the Fact Finder also recommends that no additional coverage, in the form of the elimination of deductibles, should be added.

(3) Number of Personal Days Off

The Union has requested that the number of personal days off be increased from five to seven. But the Fact Finder has received no compelling argument that these days are needed, or that hardship is being suffered by the members of this bargaining unit with five personal days, and the 13 holidays, plus vacation time, plus funeral leave, now in effect.

Recommendation 5

The Fact Finder recommends that the number of personal days off, to be provided in the new contract, remain at the present level, and not be increased by two.

(4) Date of Commencement of Disability Pay

Under the present disability program maintained by the County, an employee who is hospitalized for a work injury that is not work related is paid disability benefits from the very first day. But, if the non-work-related injury does not result in hospitalization, five days must elapse before disability pay goes into effect.

The Union requests that disability for non-work-related injuries be paid from the first day, even if the employee is not hospitalized. The County rejects this request, finding it excessive.

The Fact Finder agrees with the County in this matter.

It is and will remain possible for the employee to cover the first five days of such injury with sick leave; indeed, it may well be argued that it is partly for precisely such eventualities that sick leave is provided. The additional expense to the County has surely not been given adequate justification.

Recommendation 6

The Fact Finder recommends that the date for the commencement of disability pay for non-work-related injuries not be changed, but remain at the fifth day, if the employee is not hospitalized.

(5) $50 Health Option

Some employees, because they are covered under the health insurance of their spouses, elect not to be covered by health insurance by this Employer, the County. Within that group the County now makes a distinction between two classes, depending upon when and why they choose not to be covered by health insurance. If they opt out of such coverage they may receive, in its place, a $50 per month payment; if they never had been covered, or if they had earlier cancelled because covered elsewhere, the payment is not made. The Union argues, correctly, that such a distinction is unreasonable. One who saves the County money by opting out of the health insurance plan deserves recompense, whatever the reason, and that is so no matter when he or she adopted this option.

On this matter the Fact Finder is in full agreement with the Union. The point is that it is not the circumstances or reasons or timing of the employee that should determine her eligibility for the $50 replacement; it is simply the fact that that employee has chosen to opt out. The $50 payment is simply a recognition of that fact, and the savings to the County that it makes possible. Fairness here calls for equal treatment for all making the same decision.

Recommendation 7

The Fact Finder recommends that the $50 per month payment given to employees who elect not to be covered by health insurance by the County be made to all members of the bargaining unit who do so choose, without any further distinction being made among them.

(6) Custodial employees

Concerning custodial employees, who are members of this bargaining unit, two requests are made by the Union. The first is that, in view of their relatively lower wages, those with more than three years seniority receive an additional progression increase. The County proposes that this matter be referred to the Factoring Committee for review.

Concerning the Crew Leader specifically, the Union requests that the Custodial crew leader be treated as all other Crew Leaders are treated, and thus be moved, gradually, to the same level (T-11) as all other crew leaders.

On these two matters the Fact Finder adopts the proposal of the County on the first, and adopts the proposal of the Union on the second. Whether a progressive wage increase is called for, for all custodial workers, is a complicated question that does deserve extended committee review. The Fact Finder has not been given sufficient evidence to justify recommending such increases forthwith.

But the Fact Finder does note that when there is a sharp discrepancy between the treatment of the leaders of one crew and all other crews, and when the one that is being treated very much less well happens to be the only woman, there is good reason to think that an immediate correction is in order.

Recommendation 8

The Fact Finder recommends that the wage levels of the custodial employees be submitted, once again, to the Factoring Committee for review. The Fact Finder also recommends that the level of the Custodial crew leader be moved, over a period of three years, to the T-11 level, the same as that of all other crew leaders.

6. Summary of FactFinder's Recommendations, and conclusions.

A. Summary of Recommendations

After a careful review of the evidence and argument submitted in this matter, the Fact Finder has submitted, in this report, 8 recommendations. Their exact content is to be found above in this Report, on the following pages:

1. Full-time/Part-time employees. p. 6.
2. Order of Layoff. p. 10,11.
3. Wage increases. p. 12.
4. Health Insurance Coverage p. 13.
5. Number of Personal Days Off. p. 13.
6. Date of Commencement of Disability Pay. p. 13.
7. $50 Payment Replacing Health Insurance Coverage. p. 14.
8. Custodial Employees. p. 15.

B. Conclusions.

The Fact Finder concludes that a resolution of the differences dividing these parties can be found, through intelligent compromise, and with a thoughtful sharpening of contract language that will avoid the mutual suspicion and misunderstanding that has characterized much of the argument over the past many months.

The improvements in contract language needed have been offered by the Fact Finder, above. Of course it is the right of the parties, through negotiation, to reach agreement on any language they choose. The wordings recommended here have been put forward because they (or some variant of them) will succeed in protecting the important interests that need to be protected, both of the members of the Union, as employees, and of the County as representatives of the general public.

Compromise on economic matters is absolutely essential. Employees must be treated fairly; they are entitle to a reasonable wage, and to reasonable working conditions. The public treasury is not a bottomless pocket, however, and it is simply not true that (as one spokesperson for the Union said at hearing) "If there's money for some, there's money for all." Sometimes scarce resources must be allocated in

ways that cannot please everyone. The members of this bargaining unit are not highly paid. But it does not follow from this that those in managerial positions, who are more highly paid, must have their pay reduced to enable wages in this sector to rise. A representative of the Union said at hearing, that if times are bad, the needed cuts in pay should come "from the higher paid employees, no matter who they are." This would not be wise, or fair, nor would it be in the interest of the public.

The Fact Finder has presented a set of recommendations that can form the basis of a fully satisfactory three year agreement between these parties. This Report is submitted to them, and to the Michigan Employment Relations Commission, in the hope that such an Agreement is the early outcome of these lengthy proceedings.

Respectfully submitted,

Carl Cohen

Carl Cohen
Fact Finder

21 November 1988

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Copies to:
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