

1627

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT FINDING
Between:

MICHIGAN NURSES ASSOCIATION,
Union,

REF: MERC L90-B-0331

and

SAGINAW COUNTY PUBLIC HEALTH
DEPARTMENT,
Employer,

REPORT AND RECOMMENDATIONS OF THE FACT FINDER

The Michigan Employment Relations commission appointed the undersigned as its Fact Finder and Agent on October 8, 1990, to conduct a Hearing pursuant to Section 25 of Act 176 of Public Acts 1939, as amended, and the Commission's Regulations, and to issue a report with recommendations with respect to the matters in disagreement between these Parties. The Hearing was scheduled and held on Monday October 8, 1990 from approximately 9:00 a.m. until approximately 4:30 p.m. at the Conference Room of the Saginaw County Public Health Department, Saginaw, Michigan. At the conclusion of the hearing all the issues originally presented to the Fact Finder, remained with this Fact Finder for his recommendations. At the close of the Hearing the Parties indicated a desire to file briefs. The Union's brief was received on October 27, 1990 and the Employer's brief was received on November 24, 1990.

FACT FINDER AND AGENT: David L. Poindexter, appointed under the procedures of the Michigan Employment Relations Commission.

REPRESENTING THE PARTIES:

Employer:

Peter C. Jensen
Attorney at Law
721 South Michigan Avenue
Saginaw, MI 48602

Union:

Kathryn A. VanDagens
Michele R. Eaddy
Attorneys at Law
2214 University Pk. Dr.
Okemos, MI 48864

ATTENDING THE HEARING:

Employer:

Donald Johnson,
Dir. of Personnel;
Larry Polk
Personnel Analyst;
Margaret Swartzendruber,
Asst. Dir. PPHS;
Patricia Markowicz,
Asst. Dir. of Nursing;
Jon Mersman,
Deputy Controller;
Fred D. Todd,
Controller;
Bennie Woodard,
Health Officer.

Union:

John Karebian,
Associate Director,
Eco. & Gen. Welfare, MNA
Donna Hammond,
Public Health Nurse;
Margaret E. Lian,
Public Health Nurse;
Carol Lee Ray,
Senior Public Health
Phyllis J. Hargren,
Senior Public Health
Nurse;
Kristine S.
Roethlisberger,
Public Health Nurse.

Saginaw County Public Health Department, hereinafter referred to as the County, and the Michigan Nurses Association, hereinafter referred to as MNA, entered into an agreement that was effective January 1, 1987 and terminated December 31, 1989. The Petition for Fact Finding indicated that there were mediation meetings held on June 12 and August 2, 1990. The Petition for Fact Finding was received by the State of Michigan, Employment Relations Commission, Detroit Office, on August 14, 1990 at 9:51 a.m. The Petition listed seven (7) issues that had remained unresolved by the Parties during their negotiations and mediation processes. The issue of Educational Leave/Reimbursement, was substituted with the issue of Promotion. The issues to be addressed are as follows:

- 1) Wages
- 2) Mileage
- 3) Vacation
- 4) Promotion
- 5) Bereavement Leave
- 6) Work Schedules
- 7) Health Insurance

Prior to the start of the Fact Finding Hearing, this Fact Finder held a pre-hearing conference with representatives of the County and MNA to determine if any of the issues listed above had been settled after filing of the Petition. Both Parties indicated that all issues remained unresolved and evidence would be presented on all issues. No stipulations regarding substantive issues could be reached, therefore all issues were presented to the Fact Finder for his report and recommendations.

Extensive evidence was presented to this Fact Finder in an attempt by each Party to establish a basis for evaluation of the economic and non-economic proposals at impasse in this contractual dispute. Each Party presented financial and comparability information to assist this Fact Finder's conclusions and recommendations. The Fact Finder's role in this process is to bring an external perspective to these complex financial and comparative processes, so that each Party and its respective constituency can have some confidence in the good faith positions of the opposing Party. Therefore, this Fact Finder was very liberal at the hearing as to what was allowed into evidence and what will be used while writing this report and recommendation.

With the above stated in mind, this Fact Finder makes the following report and recommendations:

ISSUE: MILEAGE RATE

CURRENT CONTRACT LANGUAGE:

ARTICLE XIX, SEC. 2, SEC. 3 P. 19-20

Section 2.

Mileage for nurses required to drive their privately-owned vehicles on County business will be adjusted quarterly by the percent of increase of the private transportation group of the Consumer Price Index (CPI-U) using January 1979, as the base (17 cents and 193.8 points) whenever the percentage increase equals or exceeds 1/2 cent. All mileage is to be computed from the employee's home base to the destination point and back except in the following situations:

1. The employee shall compute milage to or from his residence to the destination point(s) if he has supervisory approval and the distance to the destination point(s) is shorter to or from his residence than to or from his base.
2. If the distance is greater from the employee's residence, he may still leave from there with supervisory approval, but mileage will then be calculated from his home base.
3. Home base for all traveling nurses will be the main office of the Saginaw County Department of Public Health. Home base for non-traveling nurses will be an assigned clinic in the City of Saginaw. Under no circumstances is mileage allowed between residence and home base. If the Board of Commissioners alters the rate per mile during the life of the contract, such alteration will be applicable to nurses in the Bargaining Unit.

Section 3. City Area and Non-City Area Nurses

A City Area Nurse is any public health nurse assigned to a Saginaw city area (currently defined as Areas A, B, C, D, F, G, H, I and J). City Area nurses shall be given a stipend of \$195.00 per year to replace the daily minimum mileage benefit in previous contracts. One-half of the stipend will be paid in June and one-half in December and such stipend shall be pro-rated in the event of staff changes, leaves of absence, etc. The Employer reserves the right to alter the boundaries of the areas due to demographic changes or other reasons.

MICHIGAN NURSES ASSOCIATION PROPOSAL:

ARTICLE XIX

Section 2.

No change. Currently 30 cents per mile.

Section 3.

Accept Saginaw County's proposal to redline nurses currently receiving \$195.00 annual stipend, delete annual stipend for nurses.

SAGINAW COUNTY'S PROPOSAL:

ARTICLE XIX

Section 2.

Use IRS rate to compute mileage reimbursement.
Currently 26 cents per mile.

Section 3.

Delete \$195.00 annual stipend for city area nurses; redline nurses currently receiving \$195.00 minimum mileage stipend.

REPORT AND RECOMMENDATION

Neither Party presented much evidence with regard to this issue. The MNA presented a table suggesting the cost of operating an automobile is 33 cents per mile. It also presented evidence on the average monthly mileage for Bargaining Unit members and comparable contract language for other Saginaw County Employees.

The employer presented evidence through testimony which essentially was a position that the bookkeeping of the Employer would be simplified if the IRS index were used. The reason for this is that any payment for mileage over the IRS index would be taxable income for the Employee and the Employer would have to calculate and pay this additional tax. The Employer also presented testimony on other County employees and their use of vehicles, i.e., sheriff's deputies, mental health professionals, etc., however, the testimony also indicated that these employees seldom used their own personal cars for County business, whereas the nurses routinely use their own vehicles on a daily basis.

It is the opinion of this Fact Finder that the Union's position is the most appropriate. The 30 cents per mile is not out of line with the average cost of operating a car and the redlining of nurses currently receiving the \$195.00

annual stipend and deleting the annual stipend for the future is a reasonable compromise. The bookkeeping problems to the Employer, as were the cost differences, appear to be minimal. Whereas the benefit to each individual employee has greater impact.

ISSUE: VACATION TIME

CURRENT LANGUAGE:

ARTICLE XXI, SEC. 1

Section 1. Rate of Accrual.

Each regular full-time employee shall accrue vacation with pay at the following rate:

	<u>Annual Rate</u>	<u>Monthly Rate</u>
Less than 3 years continuous service	10 days	0.83 days
3 to 5 years continuous service	12 days	1.00 days
5 to ten years continuous service	14 days	1.16 days
10 to 15 years continuous service	16 days	1.33 days
15 to 20 years continuous service	18 days	1.50 days
20 or more years continuous service	20 days	1.66 years [sic]

(Permanent part-time employees accrue vacation at one-half the above rate)

MICHIGAN NURSES ASSOCIATION PROPOSAL:

ARTICLE XXI

Section 1. Rate of Accrual

	<u>Annual Rate</u>
Less than 3 years continuous service	10 days
3 to 5 years continuous service	15 days
6 to 20 years continuous service	20 days

SAGINAW COUNTY PROPOSAL:

No change-retain status quo.

REPORT AND RECOMMENDATION

In this issue, the Union presented a vacation survey (attached hereto) which indicates that except for the local hospitals, the County's current vacation structure is within a reasonable range as compared to other Counties the Union has used as comparables. The average without the local hospital, is just slightly above, and in some cases slightly below, the vacation days of Saginaw County. The comparable counties again are slightly above, and in some cases slightly below, that of Saginaw County.

The Union has argued that the stresses of being a County Health Nurse require the additional time off, however, the stresses of such counties as Jackson, Kalamazoo, Livingston, Washtenaw, and Genesee would appear to be the same, and the vacation days for those counties are quite comparable to that of Saginaw County.

It is this Fact Finder's opinion that the County's proposal is the more reasonable of the two proposals under the facts, as presented to this Fact Finder, and therefore it is the recommendation that the contract language remain the same, as was proposed by the Employer.

ISSUE: PROMOTIONS

CURRENT LANGUAGE:

ARTICLE XIV, SEC. 4

Section 4.

Newly hired employees shall not be allowed to apply for a change in assignment until they have been employed at least twelve (12) months in their current assignment. Other employees may apply for change in assignment providing they have not made two other changes in the past thirty-six (36) months. For current employees this thirty-six (36) month period shall become effective as of the date of their last change in assignment.

MICHIGAN NURSES ASSOCIATION PROPOSAL:

ARTICLE XIV, SEC. 4

Section 4.

Delete the time restrictions on employees applying for a change in assignment if no other qualified bargaining unit nurse applies for the position.

SAGINAW COUNTY PROPOSAL:

ARTICLE XIV, SEC. 4

Section 4. No change.

REPORT AND RECOMMENDATION

The Employer argues that it needs the newly hired nurses to stay in one position for job continuity, that the newly hired nurse is developing cases and clients. It further argues that allowing these nurses to switch positions prior to twelve (12) months would cause the need for more orientation.

Although it does seem there should be a middle ground on this issue, it does not appear that any other comparable county has restrictions in their contract, and it would therefore seem that the MNA proposal is the more reasonable. This Fact Finder does not believe that lifting the restrictions would cause that great of a hardship to the Employer.

ISSUE: WORK SCHEDULES

CURRENT LANGUAGE:

ARTICLE XVIII, SEC. 1

Section 1. Hours of Work and Overtime

The standard work week of a full-time public health nurse shall be Monday through Friday from 8:00 a.m. to 4:30 p.m., including a thirty (30) minute lunch period and two (2) fifteen minute rest periods, one in the morning and one in the afternoon.

In the event the EMPLOYER finds it necessary to alter the schedule to provide adequate health service, the EMPLOYER shall first ask for individual volunteers to do so. Nurses volunteering to alter their respective schedule shall

notify the Staff Council of their agreement to do so in writing. Upon insufficient volunteers being acquired, the EMPLOYER may assign nurses to work necessarily altered schedules. However, the EMPLOYER shall not assign altered schedules for the sole purposes of avoiding the payment of overtime premiums.

Rest periods shall be considered working time and may not be added to the lunch period or accumulated in any manner.

MICHIGAN NURSES ASSOCIATION PROPOSAL:

ARTICLE XVIII

Section 1. Add language:

The Employer may assign nurses to work altered schedules in emergencies that deprive the community of necessary nursing care.

SAGINAW COUNTY PROPOSAL:

No change-retain status quo.

REPORT AND RECOMMENDATION

The major difficulty with this particular issue appears to be the evening clinics that must be done, which include Cholesterol Screening, Maternal Infant Care, and Family Planning. The Family Planning Clinic has historically been staffed for evenings and such staffing is not new, however, it seems that in prior years, it was staffed mainly with volunteers, however, recently nurses have been required to work this clinic. The most a nurse would be required to

work would be twice a month. The Cholesterol Clinic is once a year, creating little scheduling difficulty.

The Employer makes a valid point that these clinics must be in the evening so that the county residents can utilize them. The Employer is not offering these clinics in the evening just to avoid overtime but as a service to the county residents.

Therefore, it is this Fact Finder's recommendation that the current language of the contract be retained.

ISSUE: BEREAVEMENT LEAVE

CURRENT LANGUAGE

ARTICLE XXII, SEC. 12

Section 12. Bereavement Leave.

A registered nurse will be permitted, upon proper notice to her supervisor, to be absent from work without loss of pay up to five (5) working days if needed, upon the occurrence of death in the employee's immediate family as follows: spouse, child, parent, sister, brother, mother-in-law, father-in-law, brother or sister of spouse, grandfather, grandmother.

1. Proof of death may be required by the Public Health Department. Such proof can be in the form of newspaper clippings, death certificate or obituary notice.
2. Payment will be made at the employee's normal rate of pay.
3. An employee may be granted additional travel time if needed with pay to attend such funerals as defined in this Article.

4. The EMPLOYER may grant an extension of leave with pay, for extenuating circumstances.

MICHIGAN NURSES ASSOCIATION PROPOSAL:

No change-retain status quo.

SAGINAW COUNTY PROPOSAL:

Section 28. Funeral Leave.

In the event of a death in the employee's immediate family, i.e., Mother, Father, Sister, Brother, Spouse, Child, Stepchild, Legal Guardian, Parent-in-law, the employee shall be excused without loss of pay on the days which the employee has been scheduled to work for a period of three (3) work days, one of which must be the day of the funeral. The Health Officer may grant an extension of leave, without pay, for extenuating circumstances for a period up to ten (10) calendar days.

If the funeral occurs more than 300 miles from the Health Department, the employee be granted an additional two (2) days with pay for travel.

In the event of the death of a close relative, i.e., grandparent, grandchild, stepparent or brother or sister of spouse, an employee shall be granted one (1) day, without loss of pay for the purpose of attending the funeral. If the funeral occurs more than 300 miles from the Health Department, the employee may be granted an additional two (d) days with pay for travel.

REPORT AND RECOMMENDATION

In this issue, the Employer presented evidence only that it anticipated problems with funeral leave. The Employer presented evidence that there are 14 different Employee groups within the County and no other group has an "open ended" leave policy. As stated earlier, the employer presented no evidence that the current contract has been abused in any way or that the requested change is needed to rectify any other problems. Therefore, it is the recommendation of this Fact Finder that the current language be retained.

ISSUE: HEALTH INSURANCE BENEFITS

CURRENT LANGUAGE:

ARTICLE IV, SEC. 2(7)

Section 2. Part-Time Employees, Number 7

Receive health insurance at the same level of coverage as the rest of the bargaining unit.

RELATED LANGUAGE:

ARTICLE XXV, SEC. 8

Section 8. Employee Co-payment

In respect to the insurance coverages designated in Section 1 and 3 of this Article, it is agreed that employees shall pay ten (10) percent of the cost of health and dental insurance. The Employer shall pay the remaining ninety (90) percent of the premium; provided, however, the employee shall be responsible for the additional cost of sponsored

dependent riders and the additional cost of the Health Plus of Michigan Premium if greater than the premium of the other health plans offered by the County.

MICHIGAN NURSES ASSOCIATION PROPOSAL:

Article IV, Section 2. Part-Time Employees, Number 7

No change-retain status quo.

RELATED LANGUAGE:

Article XXV, Section 8. Employee Co-payment

No change-retain status quo.

SAGINAW COUNTY PROPOSAL:

Article IV, Section 2. Part-Time Employees, Number 7.

Part-time employees receive health insurance at the same level of coverage as full time employees; however, the cost of the benefit shall be shared equally by the employee and the County.

RELATED LANGUAGE:

Article XXV, Section 8. Employee Co-payment

No change-retain status quo.

REPORT AND RECOMMENDATION

Under the current language of the contract, part-time employees pay ten percent (10%) of the health insurance which is the same as the full-time employees. The evidence established that there have been no part-time employees for several years and there is no anticipated hiring of any part-time employees. Again, the Employer shows no problem with the current language and shows no real anticipated

future problem. Therefore it is the recommendation that the current language be retained.

ISSUE: WAGES

CURRENT LANGUAGE:

	Stp 1 Hire	Stp 2 6 mos.	Stp 3 1 year	Stp 4 2 year	Stp 5 3 yrs
P.H. Nurse	22,019	22,984	23,943	24,907	25,869
S.P.H. Nurse	23,694	24,756	25,819	26,935,	28,047
	Stp 6 4 year				
P.H. Nurse	26,882				
S.P.H. Nurse	29,162				

MICHIGAN NURSES ASSOCIATION PROPOSAL:

1/01/90	Stp 1 Hire	Stp 2 6 mos.	Stp 3 1 year	Stp 4 2 year	Stp 5 3 year
P.H. Nurse	22,790	23,788	24,781	25,779	26,774
S.P.H. Nurse	24,523	25,622	26,723	27,878	29,029
	Stp 6 4 year	Step 7 5 year			
P.H. Nurse	27,823				
S.P.H. Nurse	30,183				
10/1/90	Stp 1 Hire	Stp 2 6 mos.	Stp 3 1 year	Stp 4 2 year	Stp 5 3 year
P.H. Nurse	23,930	24,970	26,020	27,068	28,113
S.P.H. Nurse					
	Stp 6 4 year	Step 7 5 year			
P.H. Nurse	29,214				
S.P.H. Nurse					
1/01/90	Stp 1 Hire	Stp 2 6 mos.	Stp 3 1 year	Stp 4 2 year	Stp 5 3 year
P.H. Nurse	25,605	26,219	27,841	28,421	29,519
S.P.H. Nurse	27,551	28,786	30,023	31,321	32,614

	Stp 6 4 year	Step 7 5 year
P.H. Nurse	30,675	31,902
S.P.H. Nurse	33,910	35,267

Represents 3.5% increase on 01/01/90; 5% wage increase on 10/01/90; 7% wage increase on 01/01/91; additional step on salary scale with 4% increments in 1991.

SAGINAW COUNTY PROPOSAL:

01/01/90	Stp 1 Hire	Stp 2 6 mos.	Stp 3 1 year	Stp 4 2 year	Stp 5 3 year
P.H. Nurse	22,790	23,788	24,781	25,779	26,774
S.P.H. Nurse	24,523	25,622	26,723	27,878	29,029

	Stp 6 4 year
P.H. Nurse	27,823
S.P.H. Nurse	30,183

01/01/91	Stp 1 Hire	Stp 2 6 mos.	Stp 3 1 year	Stp 4 2 year	Stp 5 3 year
P.H. Nurse	23,473	24,502	25,524	26,552	27,577
S.P.H. Nurse	25,259	26,391	27,525	28,714	29,900

	Stp 6 4 year
P.H. Nurse	28,658
S.P.H. Nurse	31,088

Represents 3.5% wage increase on 01/01/90; 3% wage increase on 01/01/91, plus a 1.5% performance based incentive plan. A Joint Committee of Management and the Staff Council will establish objective performance standards by January 1, 1991. The dollar amount in the pool will be 1.5% the 1991 budget for nurses salaries. Program to be administered by Health Department Administration.

REPORT AND RECOMMENDATION

As with most contract disputes, the area of wages seems to present the most difficulty. This can be seen by the fact that each party's brief was directed to the issue of

wages as agreed to at the hearing. As stated in the Employer's brief "obviously the issue of salaries represents the most significant issue raised by the Public Health Nurses."

The Employer has a general philosophy that attempts to treat all employees equally with regard to fringe benefits and salaries. However, as pointed out in its brief, the Employer, on at least one occasion, treated the Public Health Nurses differently (1989) by upgrading their classifications. This exception was most likely due to the realization that nurses are in short supply and a change was needed to retain and obtain qualified nurses.

The Employer also produced exhibits of comparable counties as the market for nurses and states "As a general proposition, the County disagrees with the assumption presented by the Nurses Association that nurses employed in a hospital setting represent a 'comparable market' for the purpose of determining a reasonable wage structure." The Employer points out that Public Health Nurses can be clearly distinguished from the hospital nurse, i.e., Public Health Nurses do not have split shifts, do not have seven day work schedules, have little or no overtime, have a "normal" work schedule [8:00 a.m. to 5:00 p.m.], and an absence of any acute care requirement. The Employer also points to the different economic structure between the hospital setting and the county setting.

This Fact Finder can accept the Employer's position in part--that there is a different economic base between the hospital setting and the county setting and that there is a different working environment. However, there are both positive and negative environments in both positions and the labor market cannot be restricted by the artificial line of hospital versus county. A number of variables determine the labor market which, in this case, would overlap between the hospital setting and the county setting. The MNA, on the other hand, cannot expect this Fact Finder to give full credit to the hospital setting when considering comparable data to use. Although the hospital may be within the same labor market for nurses, it is also important to note the difference between the two markets.

A labor market is made up of many variables as mentioned above and include worker perception, similarity of interest, geographic proximity, education, workload and environment, and the nature of the employer. Therefore in this instant matter the hospital can neither be completely ignored nor can it be given full weight as a comparable market. A significant element of the labor market is the demand for a particular type of worker, degree, or specialty. In the instant matter, it cannot be disputed that there is a shortage of nurses and therefore a high demand for their services which puts them in a different bargaining posture than the other units within the county.

Therefore as Fact Finder Ildiko Knott stated in
Lenawee County Case # L88k-0906:

"In matters of wages, internal comparison to other bargaining units is not nearly as compelling as comparison made with employees performing similar services or in similar occupation settings."

"Bargaining units are not identical, nor are their negotiations. Each has a pattern of give and take of its own. The negotiations process must be flexible enough to recognize both similarities and differences. Neither an equal share nor equal sacrifice argument are necessarily valid ones. Each bargaining unit has its own rationale for wages and other determinations in collective bargaining. What one bargaining unit might gain or not gain in their negotiations with the County depends on the particular circumstances of their negotiations, their bargaining power, their bargaining history and their job market; circumstances which cannot be automatically transferred to another unit. Each group must be judged on objective standards appropriate to that group."

"Regarding external comparisons, the Fact finder must determine the appropriate range and the realistic weight to be accorded to the comparables, taking into consideration such elements as similarity of interest, size of the unit, labor market, geographic proximity, workload, population serviced, nature of the employer, and the profile of the community."

"Thus, the situation of nurses employed by Monroe County, Washtenaw County, Jackson County, and other counties is realistically more comparable to that of the Lenawee County nurses than that of the University of Michigan nurses for example."

"Prevailing standards also had to be weighed in the context of the totality of other relevant criteria such as the financial condition of Lenawee County, overall compensation package, bargaining history, and productivity." [Emphasis added]

While the Parties may not agree with the Fact Finder's conclusion, they may be assured that such conclusions and recommendations appeared to him to be the reasonable

positions from which an employment contract may evolve. To reach these conclusions and recommendations it was necessary for this Fact Finder to define what is comparable to the factual situation of Saginaw County and the MNA. Therefore, this Fact Finder will set out his definition of the comparability in the following paragraphs.

Webster's New Collegiate Dictionary provides the following definitions: Comparative is "1: one that compares with another esp. on equal footing;" Compare is "1: to represent as similar, 2: to examine the character or qualities of esp. in order to discover resemblances or differences;" and comparision is "1: the act or process of comparing; representing one thing or person as similar to or like another; or an examination of two or more items to establish similarity or dissimilarities."

This Fact Finder therefore concludes that the most weight for comparable purposes should be give to like counties.

The Union has requested a wage increase of 3.5% on 1/01/90; 5% increase on 10/01/90; 7% on 1/01/91 with additional steps on the salary scale with 4% increments in 1991. The Employer has offered a 3.5% increase on 1/01/90; 3% increase on 1/01/91 plus a 1.5% performance based incentive plan.

This fact finder cannot endorse the incentive plan concept offered by the Employer in a health type position.

An incentive base program is usually related to profits or production. This Fact Finder cannot envision a way to make an incentive program valid in a Public Health Nurse setting.

Using the Union's comparable counties in 1989 (see Exhibit A), there were seven (7) counties with higher wages and four (4) with lower wages in starting range of salaries for Public Health Nurses. In the area of top range of salary, there are six (6) above, four (4) below, and one (1) the same. These numbers would indicate that the Saginaw County nurses were in the relative middle position with regard to the wage structure of comparable counties. Saginaw County nurses are neither the highest paid nor the lowest paid. However, for these nurses to maintain their relative position within the Union's comparables or even the Saginaw County's comparables, their wage rate must also increase comparably.

The average wage increase for 1990 shown in the exhibit is 7.98%. However, this percentage is skewed to the higher end by Jackson County, 12.5% and Kalamazoo County at 23.0%, and on the lower end by Livingston County, 3.0%, and Ottawa County at 4.0%. Removing the two highest and the two lowest, the average then becomes 4.29%. The same process for the year 1991 gives an average of 3.91%. If just Kalamazoo and Livingston counties are dropped, the averages for 1990 is 6.13% and for 1991 6.18%. However one cannot look just to the averages given. One must look to the

reasons behind the various increases. What is the reason behind the high increase given for Jackson County, Kalamazoo County and Genesee County? The argument would be and probably is that the local labor market, including hospitals have caused a tight supply and a great demand for the services of nurses, particularly in the more populated counties such as Calhoun, Jackson, Kalamazoo, and Genesee. It is this Fact Finder's opinion that wage increases of 6% for 1990 and 6% for 1991 is appropriate. This means that the nurses will be kept in their relative position with the other counties with six (6) counties receiving a higher percentage increase and four (4) counties receiving lower increases for 1990 and five (5) counties receiving higher increases and three (3) receiving lower increases, (with two (2) counties still in negotiations), for 1991.

These calculations are not a precise science. This Fact Finder has tried to take into account both the internal concerns of the Employer, i.e., the other units, but must also take into account the external pressures from the labor market. The wage increase proposed will not, using either Party's comparables, make these nurses the highest or lowest paid, but it does realistically take into account the labor market of which they are a part.

The increase suggested takes a number of considerations into account. These include the external labor market, the increase in complexity and stress of the Public Health Nurse


profession, and the increased workload. On the other hand, the nurses must realize that they have also determined what labor market they wish to enter and the circumstances of that market, and any comparison to the hospital nurses, must be compared in total, not just as to wages.

CONCLUDING STATEMENT

The conclusions reached in establishing this opinion and the recommendations contained in this report were extracted from consideration of all evidence, testimony, and argument presented so comprehensively by the representatives of both Parties, even if every reference was not included herein. Presumably this Fact Finder was chosen by the Parties because of his labor relations experience as an impartial party and understanding of the negotiations process and various strategies and tactics. The recommendations contained herein are a fragile combination of a variety of factors that have been balanced in this Fact Finder's opinion. After weighing all factors, these recommendations were not reached in isolation of each other, but must be considered fully by the Parties as a package to provide comprehensive resolution to the existing impasse. The recommendations were intended in their entirety to provide a basis for the final resolution of this contractual dispute. The economic recommendations were based on an assessment of what this Fact Finder felt were comparable systems.

This report and these final comments were created in the hope that the cooperative mutual atmosphere necessary for resolution of this impasse will exist in final deliberations and reduce the potential for future tensions.

Respectfully submitted,

 12/20/90
David L. Poindexter
Fact Finder and Agent

VACATION SURVEY

COUNTY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
SAGINAW	10	10	12	12	14	14	14	14	14	16	16	16	16	16	18	18	18	18	18	20
BAY	10	10	10	10	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
CALHOUN	10	10	10	10	15	15	15	15	15	20	20	20	20	20	20	20	20	20	20	20
JACKSON	10	10	10	10	10	15	15	15	15	15	20	20	20	20	25	25	25	25	25	25
KALAMAZOO	13	13	13	13	15	15	15	15	15	17	17	17	17	19	19	19	19	19	19	21
LIV' STON	10	10	10	10	15	15	15	15	15	20	20	20	20	20	20	20	20	20	20	20
HONROE	10	10	10	10	10	10	10	15	15	15	15	15	15	15	20	20	20	20	25	25
OTTAWA	15	15	15	15	15	15	15	15	15	16	17	18	18	20	20	20	20	20	20	20
ST. CLAIR	10	10	12	12	15	15	15	15	15	17	17	17	17	17	20	20	20	20	20	22
WASHTENAW	12	15	15	15	18	18	18	18	18	20	20	20	20	20	22	22	22	22	22	25
SAC. COMM	10	10	10	10	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
BAY WED	10	10	10	10	15	15	15	15	15	20	20	20	20	20	20	20	20	20	20	20
GENESSEE	11.25	11.25	11.25	11.25	11.25	16.25	16.25	16.25	16.25	21.25	21.25	21.25	21.25	21.25	25	25	25	25	25	25
MIDLAND	15	15	15	15	19	19	19	19	19	22	22	22	22	22	23	23	23	23	23	23
AVERAGE	11.25	11.48	11.63	11.63	14.46	15.25	15.63	15.63	15.63	17.94	18.40	18.48	18.71	18.79	20.31	20.31	20.31	20.31	20.31	21.23