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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT FINDING *
*
BETWEEN *
*
SHIAWASSEE COUNTY ROAD COMMISSION *
*
AND *
*
AFSCME LOCAL 1071 *
AFFILIATED WITH MICHIGAN *
COUNCIL 25, AFL-CIO *
*

REFERENCE
MERC Case No. L82 K-793
REPORT AND RECOMMENDATIONS
OF THE FACT FINDER

The Michigan Employment Relations Commission on its own motion appointed the undersigned as its Fact Finder and Agent on September 20, 1983, to conduct a hearing pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commission's Regulations, and to issue a report and recommendations with respect to the matters in disagreement between these parties. The date agreed upon between the parties for the commencement of the hearing was December 22, 1983. The hearing commenced at 9:30 a.m. and continued until 5:00 p.m. At that hearing, it was determined that certain matters had not yet been arbitrated and, accordingly, as to those matters, the parties were instructed to request arbitration and convene the Fact Finding hearing thereafter.

The Fact Finding Hearing was reconvened March 23, 1984, at 9:00 a.m. and was concluded at 11:00 a.m. At the conclusion of the hearing, each party agreed to furnish the Fact Finder with exhibits for review by him, to-wit: the Commission submitted its annual financial reports for the years 1981, 1982 and 1983; the Union submitted, among other things, several comparative collective bargaining agreements.

FACT FINDER AND AGENT: Lawrence W. Rattner, appointed under the procedures of the Michigan Employment Relations Commission

REPRESENTING THE PARTIES:

Commission:

Michael Ward
Attorney at Law
6950 East N Avenue
Kalamazoo, MI 49003

Union:

Joe King, Staff Representative
Michigan AFSCME Council 25
AFL-CIO
1034 N. Washington
Lansing, MI 48906

Shiawassee, County of

APPEARANCES FOR THE PARTIES:

Commission: Walter J. Clink, Superintendent Manager, Shiawassee
County Road Commission

Union: Joe King, Staff Representative, AFSCME Council 25,
Dale Latta, Staff Member, Council 25
Willard Howes, President, Local 1071

INTRODUCTION

A two year Agreement (X-B1)* between the Commission and Local 1071 was entered into on January 1, 1980, and expired on December 31, 1981. By mutual agreement, the terms of that Agreement were extended one year to December 1982, subject to certain amendments agreed upon between the parties. (Exhibit 20). These amendments concerned loss of seniority, the definition of layoff, transfers, promotions, classification and number of employees. Formal negotiations for the successor agreement continued into the Spring and Summer of 1983. Currently, the implemented agreement is in effect. (Exhibit A).

Mediation meetings have been conducted by the State Mediator, George Rickey, commencing December 1982. Eight mediation sessions were held prior to the date of the first Fact Finding Hearing, December 22, 1983. At that hearing, it was determined that certain issues in dispute between the parties had not yet been mediated, namely, the definition of layoff, work schedules, shift premium, time and one-half and report pay. These issues were then mediated by the State Mediator, amended pleadings were filed by the respective parties, and the Fact Finding Hearing was reconvened on March 23, 1984.

* See Appendix A, Table of Exhibits. Except where noted in the appendix, all exhibits were identified by number (Union) and letter (Commission).

At the commencement of the Fact Finding, eighteen issues remained in dispute. It is believed that all eighteen issues remain in dispute at this time. They are as follows:

- Loss of seniority
- Layoff
- Promotion
- Sick leave
- Hours of work
- Time and one-half
- Holiday pay
- Worker's compensation
- Life insurance
- Cost of living
- Duration of agreement
- Date of agreement
- Old age pension plan
- Wages
- Temporary employees
- Subcontracting
- Report pay
- Shift premium

Throughout these proceedings, the Commission's position concerning these several issues has, for the most part, been set out in its Final Last Best Offer, a copy of which was appended to the Commission's Answer to the initial Fact Finding Petition filed by the Union. (Exhibit B). In its Answer to the Amended Petition, however, the Commission adopts the shift premium provisions contained in the implemented Agreement, Article 28, Section 1 (a) (b). The Union's position is clearly stated in the several exhibits submitted by it to the Fact Finder.

Considerations

The parties to this dispute are clearly at loggerheads. The Commission is seeking important concessions from the bargaining unit, e.g., the elimination of COLA; and, has been reluctant to endorse or adopt proposals which might enhance job security or the morale of its employees. The Union, on the other hand, sensing

this prevailing attitude, seems intent upon retaining certain benefits it had secured under the old contract and upon obtaining selected, albeit in some instances, modest, increases in benefits. This is not to suggest that the parties have dealt in bad faith. On the contrary, it is apparent that considerable agreement has been achieved since negotiations first began. Perhaps the Commission's position is best understood in the context of the concession prone atmosphere prevailing at the time these negotiations commenced. The Commission is candid to admit, however, that they do not plead reduced income or revenues as a basis for their request for economic concessions. They are equally candid in conceding that this seems an appropriate economic climate in which to press for essential change in the relationship between the Commission and its employees. This attitude is most marked vis-a-vis the economic issues, namely, cost-of-living, COLA, report pay; and, the loss of seniority provision. The Fact Finder has noted the reduction in the size of the bargaining unit from 42 members in 1981 to 28 members in 1984 and the corresponding increase in revenues, income and surplus monies available for the operation of the system. Clearly, the Commission equates less onerous contract obligations with increased efficiency, enhanced control of the workers by management and a corresponding ability to provide better and cheaper services to the community. The Union, however, views this change in policy as a threat to worker morale and evidence of greater distance between employer and employee. The Commission, for instance, wants to exercise its best judgment when deciding whether to subcontract a given project without regard for availability of bargaining unit members to do the job. In addition, the Commission requests the right to hire as many as ten temporary employees with-

regard to season of the year or the availability or status of its regular employees.

Given this circumstance, it is not unreasonable for the Union to question the Commission's regard for the workable balance which must be maintained between the rights of the bargaining unit members and the obligation of the Commission to efficiently serve the citizens of the county.

In the private sector, the employees, if appropriately threatened by the failure to reach a satisfactory agreement with the employer, have the option of strike action. Public employees, instead of striking, must, by law, together with their employers, seek some workable way out of any impasse through mediation and Fact Finding.

It is critical that both Union and management view this process in a positive light. If management, however, takes comfort and license in the knowledge that strike action is not permitted its employees by law, and believes that this permits it to be less conciliatory to the demands of the bargaining unit, then it must be remembered that the resulting absence of trust and harmony between the parties will most certainly lead to a deterioration of services and a loss of efficiency.

The Commission has taken a conservative position on all economic issues notwithstanding its disclaimer of any prospective financial hardship. Indeed, the Fact Finder was requested not to consider monies available to the Commission in the form of revenues, available operating funds or fund equities in his consideration of economic and related issues. Clearly, movement by the Commission on economic issues is essential if agreement is

to be reached between the parties. Conversely, it is suggested by the Fact Finder that the Union might consider more workable alternatives on certain other issues, including, for example, the issue of report pay, hours of work and double time Sunday pay.

Comparability

Each party has presented a different bases for assessing the county's comparative status in providing employee benefits. The Union has submitted comparative data from the Counties of Saginaw, Clinton, Livingston, Lapeer and Gratiot and has done so with regard to most of the issues presented to the Fact Finder. The Commission, however, has submitted additional data it has abstracted from the agreements in force in the Counties of Eaton, Ionia and Montcalm, as well as Clinton, Gratiot and Livingston. This Fact Finder does not believe that a dogmatic application of this information and/or the way in which others have resolved similar collective bargaining disputes is helpful. First, it is noted that although the type of work done by the bargaining unit members in the respective counties is more or less similar, it is not suggested by either party that any of the other disputants were as fiscally sound as the Commission. Second, no information has been presented regarding the history of bargaining in each of the cited counties. The history of bargaining in Shiawassee County, at least, seems more pertinent to the Fact Finder in resolving this dispute than a review of agreements in force in similar, proximate or adjacent counties. The comparable information does, however, provide a general reference for the Fact Finder vis-a-vis bargaining in the industry in this area and will be referred to from time to time in this opinion. Finally,

the comparable information furnished the Fact Finder does suggest, with regard to certain issues, whether one party or the other has taken an untenable position, one that clearly creates a hardship for either party relative to the prevailing conditions in nearby locales. By example, only, the Fact Finder notes that comparable wage rates by classifications in the Counties of Clinton, Ionia, Eaton and Lapeer, suggest that Shiawassee County Road Commission employees would fare well even if the Commission's offer were adopted. This relative position, however, must be considered together with the COLA benefits enjoyed by employees in Clinton and Lapeer Counties but not in Eaton or Ionia.

In short, this Fact Finder believes that comparisons may be odious and certainly bed the questions presented for resolution between these parties. Both the Commission and Union are subject to all sort and manner of considerations, pressures and concerns not present in other counties. At the same time, the Fact Finder has not ignored the need by both the Commission and Union to feel that their respective constituents receive benefits more or less in parity with the benefits in place in nearby counties. Without this, a successful, workable union management agreement is impossible.

Effective Date and Duration of Agreement

Prior to the presentation of the individual issues, the effective date of the agreement and its duration must be determined. Both parties agree that the proposed agreement should continue in full force and effect until December 31, 1985. The Commission, however, requests that the agreement become effective upon execution; the Union requests retroactivity of the agreement to January 1,

1983. The Union's position contemplates a three year agreement; the Commission's position, at this point in time, would result in a term of a little over one year. The Fact Finder believes that the agreement, in major part, should be retroactive and, with the exception of the COLA benefits recommended by the Fact Finder herein, all economic benefits secured by the recommended Agreement, if adopted, should be retroactive to the effective date of the agreement. This date, it is recommended, should be July 1, 1983. It is further recommended that the contract expire December 31, 1985. Consideration of the Commission's estimate of the cost of the Union's economic demands, even if all such demands were adopted, does not suggest that the Commission would be visited with any egregious hardship as a result of this recommendation. (Exhibit F). In addition, this would reassure members of the bargaining unit that the parties continue to deal with each other in good faith; that, the harmony which has been achieved by the parties in the past as a result of successful collective bargaining will remain intact in future. This, in turn, will encourage cooperation between the parties and assist in the difficult task of providing the necessary services to the county. It is hoped that by adoption of the recommended contract dates, the Commission will achieve a measure of the concessions sought by it. These concessions will, in any event, relate to times when conditions in this area were more fiscally moribund than they are at present.

Loss of Seniority: Article XVI, Section 1(c)*

Positions of the parties:

The Commission favors language which would terminate an

* All references are to Article numbers of the implemented Agreement (Exhibit A) where appropriate.

employee's seniority in employment after the employee has been on layoff for 12 consecutive months. The Union seeks to retain language of the old contract (Exhibit B1) providing for termination after a consecutive layoff period of 12 months.

Opinion and recommendation:

The Fact Finder adopts the Union's request and recommends that it be included in the Agreement. The Union representative has argued that the longer period of time increases the employee's nexus to the workplace and, among other things, enhances employee regard for his employment. Correspondingly, this would seem to have an advantageous effect upon the quality of work performed for the Commission by a given employee. In addition, the Fact Finder notes that the bargaining unit has been reduced from 42 members in April 1981 to 28 members in April 1984. In view of the several terminations experienced by the bargaining unit during the last four years, it is believed that the 24 month period will increase the employees' feeling of job security at little or no cost to the Commission.

Layoff: Article XX, Section 3

Positions of the parties:

Article XX, Section 3 of the implemented Agreement provides that, "employees to be laid off for any definite period of time will be given at least seven calendar days notice of layoff, when the Commission has knowledge of the necessity for layoff at least seven calendar days in advance." (Italics supplied).

The underlined portion of the provision is the basis for the dispute between the parties. The Union fears that this provision, if adopted, will permit the Commission to lay off workers at will

without notice. The Commission, however, points to the nature of the Commission's work and its vulnerability to sudden changes in weather, acts of vandalism and the loss or destruction of equipment. If the Commission is not able to lay off employees idled by these events, as they occur, the presence of these workers on the job presents to the public a poor image of the Commission's management efforts. In the former contract, Article XX, Section 3, provided for at least seven days notice prior to indefinite layoff.

Opinion and recommendation:

The difficulty presented by the language in the implemented agreement is that it does not define the sort of "necessity" management won't know about at least seven days in advance. Absent language charging management with a duty to reasonably foresee the "necessity" for layoffs at least seven days in advance, this provision does seem to frustrate the good faith intention of both parties. Inclusion of such language should create a rebuttable presumption that any layoff with less than seven days notice is unreasonable. The Commission could easily rebut a presumption of this sort in the event of the necessity for layoff created by weather, acts of vandalism or by the business emergencies referred to in language proposed by the Union. (Exhibit 22). Accordingly, it is the opinion and recommendation of the Fact Finder that language providing for a test of reasonableness be mutually agreed upon between the parties and included in the subject provision as it appears in the implemented agreement.

Promotions: Article XXII, Sections 1 and 2

Positions of the parties:

The Union disputes language set out in Section 1 which provides that any vacancy, "shall be awarded to the employee so

bidding who, in the judgment of the manager appears to have the present ability, skills and other attributes to satisfactorily perform the work required in the classification with basic instructions." (Italics supplied). The Union objects, as well, to consideration of the bidding employee's seniority only in the event, "two or more employees appear to have the present ability, skills and attributes of the same degree..."

Finally, with regard to Section 1, the Union objects to the manner in which an employee is treated in the event he is relieved of his newly awarded job and is returned to his former assignment. The Commission, in the implemented agreement, departs from the language of the former contract (Article XXIII, Section 2) which provided that a promoted employee who was returned to his former job be permitted to file a grievance at Step 3 of the grievance procedure. In the implemented agreement the Commission simply provides that the transferred employee be given the reason for his transfer and loss of position but does not provide for access to the grievance machinery. The Union's position with regard to the three disputed issues raised by the language of Section 1, Article XXII of the implemented agreement is, (1) that any vacancy should be awarded to a "senior employee" having requisite skills and ability without reference to a decision in this regard by the manager; (2) as aforementioned, "the vacancy shall be awarded to the senior employee," without reference to other junior employees who, in the manager's judgment, are possessed of equal ability and skills; and, (3) an employee returned to his former classification should have access to the grievance procedure.

It is the Commission's position, in Section 2 of Article XXII,

that any employee awarded a job pursuant to this article shall not be awarded another job, whether of higher, lower or similar grade, for a period of 12 months. The Union agrees only that the employee be prevented from receiving another job of equal or lesser grade for a period of eight months.

The former agreement (Article XXIII, Section 3) required an employee who was awarded a vacancy to remain in that position for at least six months before being given the opportunity to bid to a lateral or lower classification subject to overriding reasons of health or the possibility of higher gross earnings.

It was pointed out by the Commission's representative that no person had ever been returned to his prior classification or job for failure to satisfactorily perform the requirements of the awarded job; nor, had there been many transfers of employees from one classification to another. Clearly, the Commission is seeking a freer hand in the entire promotion process. The manager must be given express authority to judge the ability, skills and other attributes of all applicants. Seniority, argues the Commission, should not dictate the manager's decision, except when, in his judgment, the applicants present themselves with equal abilities and skills. The return of an employee to his former classification should not give rise to grievance but, rather, should depend on the sound and indisputable judgment of management.

Similarly, the Commission believes it should be the sole arbiter for a stated period of time as to the movement of an employee from one job to another by promotion.

The Union's position with regard to the new Section 1 language is equally clear. It seeks to prevent further inroads into its

ability to maintain job security and to insure that its members will be able to advance to a higher classification given the requisite ability, skills and available job. It is less concerned, it is believed, with the restriction upon the lateral or downward movement of an employee once he has been awarded a higher grade job.

Opinion and recommendation:

The Fact Finder believes that the Commission is acting in good faith to enhance its control of the employees and their job assignments, thus creating greater efficiency. It is believed, in this regard, that the parties agree that some restriction is appropriate concerning the movement by an employee to an equal or lesser grade job. The Union does not believe, however, that the management's right to manage is affected by upward movement of an employee, no matter when that movement occurs following the award of a new permanent job. On the contrary, this opportunity, according to the Union, creates greater opportunity for its members to advance their skills and increase their income. It follows, as well, the Union states, that unrestricted upward movement by an employee gives greater access by the existing bargaining unit members to the higher classification vacancies.

In the opinion of the Fact Finder, the Commission's concern should be tempered by the stated requirement that each new and higher classification requires specific skills and abilities; that without these, there can be no movement by an employee from one classification to another. Moreover, in the opinion of the Fact Finder, an applicant's skills and abilities, for the purpose of

this Article, should be judged solely by management, subject to the employee's right to grieve. These prerogatives of management, together with consideration for the seniority of the job applicant, provide the requisite stabilizing influence upon the promotional process.

It is the Fact Finder's opinion that the following recommendations, with regard to Article XXII language, would insure the necessary balance between management's right to manage and employee job security.

First, it is recommended that both the manager's prerogative and the seniority of the applicant be reflected in Section 1 language by amending Section 1 of Article XXI of the implemented agreement at line six as follows: "The vacancy shall be awarded to the senior employee so bidding who, in the judgment of the manager, appears to have the present ability, skills and other attributes to satisfactorily perform the work required in the classification with basic instruction. [Delete next sentence]." Second, it is recommended that the Section 1 language, as aforementioned, be amended to include the employee's right to avail himself of the grievance procedure in the event there shall be a dispute concerning the return of the employee to his former classification during the trial employment period referred to in Section 1. Finally, it is recommended that Section 2 provide that any employee who is awarded a job under the bidding procedure shall not be awarded another job of an equal or lower classification during the 12 months following the date of the award.

Sick Leave: Article XXVI, Sections 1, 2 and 9

Positions of the parties:

In Section 1 of Article XXVI, as proposed by the Commission in the implemented agreement, the employee is permitted to accumulate no more than 20 sick leave days. The Union requests that its members be permitted to accumulate a maximum of 40 sick days. According to the Commission, Sickness and Accident Insurance Benefits payments should commence as of the 14th consecutive day of noncompensable illness or injury; the Union requests that the waiting period be only seven days.

The Commission also seeks to prevent the employee from earning additional sick leave credit during such time as the employee receives Sickness and Accident Benefits. The Union rejects this proposal as well.

Opinion and recommendation:

The Fact Finder recommends that the employee be permitted to accumulate sick leave days to a maximum of 30 days and that the payment of Sickness and Accident Insurance Benefits be commenced after a seven day waiting period. Adoption of these provisions will, it is believed, improve the relationship between the parties at very little cost to the Commission. The Commission has estimated that a reduction in the Sickness and Accident Insurance Benefits waiting period from 14 days to seven will result in an annual cost of \$4,622.04.

For these same reasons, the Fact Finder recommends that any language proposed by the Commission which prevents an employee from earning sick leave or receiving sick leave payments while

receiving Sickness and Accident Benefits, be rejected and not adopted by the parties.

Worker's Compensation: Article XL

Positions of the parties:

The former agreement (Article XLIII) provided, among other things, that the employee receive supplemental benefits from the Commission while receiving worker's compensation benefits and that the total monies received shall not exceed the employee's regular weekly income. The commission now proposes that, in the event an employee suffers a work related injury, that he be covered by the applicable worker's compensation laws, only. The Union proposes, however, that in the event of a work related injury, the employee receive full salary and benefits for the seven days following the onset of the injury.

Opinion and recommendation:

The pertinent provision of the worker's compensation law, MCLA 418.311 provides that no worker's disability compensation shall be paid to an employee who is not incapacitated from earning full wages for at least one week following his injury. If such incapacity, however, extends beyond the period of one week, the law provides for the commencement of compensation the eighth day after any such injury. If such incapacity continues for two weeks or longer, compensation shall be paid from the date of the injury.

Accordingly, the union's request for seven days full salary and benefits is appropriate only if the employee's incapacity or disability continues for more than one week and less than two. If, on the other hand, the injury incapacitates the employee for

more than two weeks, the employee will receive worker's compensation benefits computed from and after the first day of the injury. Thus, it is recommended by the Fact Finder that the worker's compensation provision of the proposed collective bargaining agreement provide for payment by the Commission to the employee of full salary and benefits in the event the employee's incapacity continues for more than one week and less than two. In the event the employee's incapacity continues for more than two weeks then, in that event, it is recommended by the Fact Finder that the Commission pay the employee the difference between the amount of the first week's compensation benefits and the amount of the employee's full salary. In either instance, it is recommended that payments be made three weeks after the incident of the injury so that the extent of the Commission's obligation can be fairly determined.

Holiday Pay: Article XXXI

Position of the parties:

The Union has requested an additional paid holiday, the day before Christmas Day. This would increase the number of paid holidays to 11.

Opinion and recommendation:

The Fact Finder recommends that the Union's demand for an additional paid holiday be rejected. Comparison with paid holiday provisions in force in other similarly situated counties does not suggest that the Union or its members will be seriously disadvantaged by this recommendation. The monies which would be expended by the Commission in the event the Union's demand was met, a sum estimated by the Commission at \$3,094.72, can be better used by the parties to assist in the resolution of other

economic issues.

Life Insurance, Article XLI

Positions of the parties:

The Commission offers to continue to provide, for each employee, term life insurance coverage, including accidental death and dismemberment clause providing for benefits in the amount of \$6,000.00. The Union requests that the amount be increased to \$10,000.00.

Opinion and recommendation:

The Fact Finder recommends that the amount of insurance coverage be increased from \$6,000.00 to \$10,000.00. The Commission estimates the cost to increase life insurance coverage for its workers as a nominal annual expenditure of \$869.40. In addition, this increase in coverage would place the employees second only to Livingston county employees as to the amount of insurance coverage. Receipt of this benefit would go a long ways towards improving the morale of the Shiawassee County workers, and the relations between the parties, at a nominal cost to the Commission. (Exhibits 9 and G).

Hours of Work, Article XXVIII and
Time and One-Half, Article XXIX

Position of the parties:

The issues raised by the parties regarding hours of work and time and one-half are best considered together. It is the opinion of the Fact Finder that a careful implementation of the hours of work provision by the Commission will permit the Commission to accept the Union's demand for time and one-half pay for all hours over eight hours per day and 40 hours per week.

With regard to the hours of work provision, as set out in the implemented agreement, the Commission, in Section 1(a) and (b), seeks the right to establish a second and third shift with flexible starting time. The Union objects to the flexible shift starting times but concedes the Commission the right to establish additional shifts. In Section 1 of the agreement, the Commission makes clear that, although the normal work day shall consist of eight hours and the normal work week 40 hours, nothing in the agreement guarantees the Union an eight hour day or 40 hour week. The Union appears to concede this point to the Commission.

In Article XXIX of the implemented agreement, the Commission agrees to pay time and one-half of an employee's regular hourly pay for work performed by the employee in excess of 40 hours per week. The Union has demanded that time and one-half be paid not only for all hours in excess of 40 per week, but for any work performed in excess of eight hours per day.

Finally, the union requests double time pay for Sunday work.

Opinion and recommendation:

The Fact Finder recommends that the Commission be permitted the flexible shift starting times referred to in Article XXVIII and further recommends that the Union's request for time and one-half over eight hours per day and 40 hours per week be granted.

It seems clear that careful management by the Commission vis-a-vis job assignments, the allocation of its work force and its ability to establish second and third shifts with a variable starting time will avoid any excessive need by the Commission for overtime, from day to day. Moreover, where exigent circumstances call for overtime, comparables furnished the Fact Finder by the

Union for Saginaw, Clinton, Livingston, Lapeer and Gratiot counties suggest that similarly situated county employees receive overtime for work performed in excess of eight hours per day and it would be appropriate for Shiawassee County to follow suit.

Indeed, it is the Union's belief that flexible starting times and the establishment of second and third shifts will have the effect of avoiding overtime for its workers. The Fact Finder agrees. Thus, the benefits received by the Commission by permitting this latitude outweigh any disadvantage or additional cost which might be caused if the employer is compelled to pay time and one-half over eight hours.

On the other hand, imposition of double time for Sunday work is, in the opinion of the Fact Finder, unwarranted and, it is recommended, that this demand be rejected.

Report Pay

Position of the parties:

The Union has demanded that an employee reporting for work receive either six and one-half hours work or pay in the event no work is available. The Commission opposes this new provision.

Opinion and recommendation:

The Commission's response to the report pay provision is consistent with its opposition to the Union's demand for a guaranteed work week, namely: it refuses to pay a worker for not working. It is important to note, as well, that the Commission considers the report pay provision as an equally unacceptable alternative to the Union's demand for a guaranteed work day. The Fact Finder is mindful that report pay provisions, or variations thereof, are set

out in the collective bargaining agreements of several of the counties about which comparable information was supplied. Each provision addresses a particular problem which has been presumably encountered by the parties in the course of their work activities. This problem is not necessarily the need or desire of the Union for a guaranteed work day. For example, the Livingston County agreement currently in force provides for, "a report time allowance of four hours when an employee reports for work on a regular work day and is sent home due to lack of work caused by inclement weather, breakdown of equipment, lack of materials or other unforeseen causes not within the control of the employer." Article XVIII, Hours of Work and Overtime, Section 4, Livingston County Collective Bargaining Agreement.

Testimony by the parties concerning the seven day layoff notice issue (Article XX, Section 3) cited the occurrence of the kinds of unforeseen circumstances referred to in the Livingston County provision. Thus, a report pay provision drafted in the manner of that agreement would meet the needs of the Union and satisfy the Commission's good faith objection to the guaranteed work day. It is recommended that such a provision be adopted by the parties. In addition, it is recommended that such a provision provide for a report time allowance of no more than four hours.

Subcontracting: Appendix I

Positions of the parties:

The Commission has proposed language which would permit it to subcontract bargaining unit work at will. The Union opposes this right where there is sufficient manpower, proper equipment, capacity and ability to perform such work by the employees and

further objects to such subcontracting that would result in the layoff of any employee. The major concern of the Union is that the bargaining unit may be eroded by extensive use of part time or temporary workers.

Opinion and recommendation:

Once again, the Union is legitimately concerned that the job security of its members is threatened. The Commission representative has conceded that the practice of subcontracting is more prevalent now than ever before but denies that this practice has had a negative effect on the existing work force. This is belied by the reduction of work force experienced by the bargaining unit over the past several years. (See Exhibit). In the opinion of the Fact Finder, the protection sought by the Union is both appropriate and warranted in this instance and, accordingly, it is recommended that the language suggested by the Union with regard to this issue be adopted.

Temporary Employees: Appendix C

Position of the parties:

The Commission has proposed language which would limit it to the employment of no more than ten temporary employees at any one time. The proposed language contains no other restrictions with regard to the time of year during which temporary employees may be hired, permissible job assignments or whether temporary employees may be hired while regular employees are on layoff status. The parties agree that, in any event, temporary employees shall not be paid in excess of a stated hourly rate.

The temporary employee language proposed by the Union requests that no temporary employees be hired to perform work which a regular

employee, on layoff status with recall rights, can perform. Further, the Union seeks to define and limit the time of year during which temporary employees may be employed, namely, April 1 through September 30 of any given year, subject to "emergency situations." Further, the Union has requested that temporary employees not be assigned to operate equipment which is assigned to regular bargaining unit employees. In exchange for these additional considerations, the Union agrees that the employer may hire as many as 12 temporary employees at any given time.

The parties appear to be in general agreement regarding the concerns of the Union and it appeared likely that the parties would execute a letter agreement which would set out the terms and conditions mutually acceptable to the parties.

Opinion and recommendation:

Any language adopted by the parties regarding the employment of temporary employees must include safeguards against the unrestricted hiring of temporary employees to perform bargaining unit work. The Fact Finder recommends that Appendix C language regarding temporary employees set out specifically the months during which temporary employees may be employed (April 1 through September 30 of any given year) and provide that no temporary employee may be assigned to do work which could be performed by a bargaining unit member who may either be unassigned or on layoff status with recall rights.

Old Age and Disability Pension Plan, Appendix A

Positions of the parties:

The Commission proposes that it be obligated to provide C-1 retirement benefits for the employees. The Union requests

the C-2 benefit plan with the E-II Rider.

Plan C-1 benefits are computed based upon 1.2 percent of the first \$4,200.00 (average final compensation amount) plus 1.7 percent of any amount over \$4,200.00, multiplied by years and months of service credit. No limitation is imposed regarding prior service. Plan C-2 is computed based upon 2 percent of the employee's average final compensation, multiplied by the years and months of service credit not to exceed 40 years of service credit. The benefit amount is payable under Plan C-2 until age 65, or, in case of disability, until receipt of full social security benefits. After age 65, Plan C-2 provides for the payment of the aforementioned benefits less the annuity portion, reduced by 1.75 percent of the yearly social security benefits times service credit, not to exceed 40 years, plus the annuity portion. (See Exhibit). The E-II Rider provides for a yearly cost-of-living increase to all retirees up to 2.5 percent yearly.

Opinion and recommendation:

The Fact Finder rejects the Union's request for an upgrading of the existing benefit plan from Plan C-1 to C-2. It is recommended, however, that the existing plan C-1 be augmented by a Benefit E-II Rider which would provide a yearly cost-of-living increase up to 2.5 percent yearly. This latter recommendation is commensurate with the Fact Finder's recommendation herein regarding the reimposition of COLA benefits for wage earners. In addition, this additional benefit can be provided by the Commission at a cost it estimates to be \$4,200.00.

The Fact Finder's rejection of the requested C-2 benefit plan is, in part, based upon review of benefits provided by

comparable collective bargaining agreements. (Exhibits 13 and I). The C-2 Benefit Plan has not been adopted by any of the cited comparable counties.

In addition, the Fact Finder believes that rejection of the C-2 Benefit Plan and adoption of the E-II Rider will result in a more efficient use of available operating funds. On the one hand, the additional pension benefits which may be available to the employees under the C-2 Benefit Plan do not appear to be so significant as to justify the estimated additional cost.' (Commission has estimated that the cost to change from C-1 to C2, is in the amount of \$34,128.00, See Exhibit F). On the other hand, the cost to the Commission if the E-II Rider is added is clearly in line with the resulting financial benefit to the workers together, more importantly, with its certain enhancement of the employer-employee relationship. Adoption of the E-II Rider would, in addition, establish parity between collective bargaining benefits afforded both active and retired employees if COLA is adopted in the new agreement.

Shift Premium: Article XXVIII

Positions of the parties:

Both parties agree that a shift premium should be paid second and third shift workers. (See Exhibit A, implemented agreement and 19A). The parties disagree, however, on the amount of the premium and the way in which it should be computed. The Commission proposed a \$.15 per hour shift premium for second shift employees and \$.30 per hour for third shift employees. The Union seeks a shift premium for second shift employees of four

percent of the employee's base pay and five percent for third shift employees.

Opinion and recommendation:

As a preliminary consideration, the Fact Finder is of the opinion that the percentage computation approach favored by the Union is more equitable to the several classifications of employees than is the flat rate approach favored by the Commission. For instance, a \$.30 shift premium represents a 3.1 percent pay increase for a Grade 9 janitor and a 2.8 percent increase for a Grade 1 working mechanical foreman. While this difference may not seem significant in terms of actual dollars earned by the respective employees, the single amount shift premium will, it is believed, be perceived by the employees as an inequitable way to distribute the shift premium benefit. This misunderstanding can easily be avoided by application of the percentage computation method with little, if any, additional cost to the Commission.

Further, the Fact Finder recommends that the third shift employee receive twice the shift premium paid the second shift employee. This is in accord with the formula suggested by the language of Article XXVIII, of the implemented agreement and rejects the Union request that third shift workers receive \$.05 for every \$.04 paid second shift employees.

Finally, the Fact Finder recommends that second shift workers receive a shift premium equal to two percent of their base pay and the third shift employees receive a shift premium of four percent. Reference to the comparable information supplied by the Union (Exhibit 19) is of little help, but suggests that the employees in this instance will receive reasonable compensation for shift work

relative to the benefits enjoyed by the Saginaw, Livingston and Lapeer county employees.

Wages and COLA, Appendix B

Positions of the parties:

Consideration of wage rate demands and the Union's demand for reinstatement of COLA benefits is made less complex by several facts which are peculiar to the dispute between the parties. At first blush, for instance, the comparable information supplied by both Union and management suggest that there is essential parity between the wages paid by the Commission to its employees and wages paid to other bargaining unit members in similarly situated and/or adjacent counties. This will not continue to be true, however, if COLA benefits are not made a part of the wage package. In addition, the Commission has not pleaded lack of funds as one bases for resisting the Union's wage and COLA demands. The management of the Commission's business appears to be in excellent hands. The Commission has furnished the Fact Finder with copies of its annual financial reports for the years 1981, 1982 and 1983 and these documents amply demonstrate fiscal responsibility and careful management. Fortunately, both the county taxpayers and the employees are well served by the Commission in this regard.

As aforementioned, the Commission seeks, by the proposed agreement, to conserve its assets wherever appropriate and possible and to take advantage of any concessions which it feels the employees must make and, in addition to these concessions, it is the Commission's intention to adopt a conservative position on all economic matters, wherever possible. This position makes good business sense to the Commission. It is reinforced, in the view of the Commission,

by a weak economy and the conciliatory concession-prone approach to collective bargaining by unions across the land.

As will be demonstrated by the recommendation of the Fact Finder, below, any attempt by the Commission to eliminate wage related benefits, e.g. COLA, is inappropriate and unreasonable under the circumstances. Some of the credit for the Commission's excellent financial record must be shared with its workers. Conversely, they should not be penalized for successfully implementing the sound managements policies devised by their employer.

On the other hand, the Union's demand for increased wages and for the reinstatement of COLA benefits, among others, do not, in the opinion of the Fact Finder, evidence the avarice sometime demonstrated by a union's request for wages and benefits from a financially secure employer.

Comparable information has been reviewed and considered by the Fact Finder. Copies of this information, supplied by both Union and management, are attached hereto. They were originally presented as evidence at the first Fact Finding Hearing and were marked Exhibits 14 A-E, for the Union and, H, J and K, for the Commission.

The Commission has offered an annual \$.15 per hour wage increase for each of the several wage classifications. The last \$.15 increase would take effect January 1, 1985. This represents an approximate percentage increase of between 1.6 percent and 1.4 percent. In addition, the Commission has rejected the employees' request for COLA benefits.

The Union has demanded a wage increase of two percent across the board effective January 1, 1983, three percent effective

January 1, 1984 and four percent effective January 1, 1985. This translates into across the board hourly increase commencing at approximately \$.20 per hour. The Union requests that the COLA benefits be folded into the base hourly rate.

It is presumed that the Union requests retroactivity vis-a-vis wage and COLA benefits. It is similarly presumed that any benefits paid by the Commission under the terms of the proposed agreement would not be retroactive.

The Union has prepared a proposed Appendix D, Exhibit 29, which sets out its proposal for COLA benefits. It seeks a \$.01 per hour increase for each 0.4 change in the cost-of-living index. If the Union's request for COLA benefits were implemented, the Commission has estimated that, for each 0.3 point change in the cost-of-living index, the Commission would expend an additional \$8,694.40.

Finally, the Commission has estimated that it would spend approximately \$27,000.00 per year in increased wages commencing January 1, 1983, in the event the Union's wage proposal is adopted.

Opinion and recommendation:

The Fact Finder recommends that the Union's proposed wage rates and classifications provisions language (Appendix B, Exhibit 34) be adopted with the exception that the two percent wage increase recited therein be effective July 1, 1983, and that cost-of-living benefits be folded into the base hourly rate effective January 1, 1984. It is recommended that these wage rates should have retroactive effect commencing July 1, 1983.

It is further recommended by the Fact Finder that the Union's

cost-of-living proposal (Appendix D, Exhibit 29) be adopted, provided, however, that said provision shall be retroactive to and effective from January 1, 1984. Accordingly, it is recommended that Section 3 of the proposed Appendix D be modified to reflect that the cost-of-living adjustments shall be made on the basis of changes as of January 1, 1984, and quarterly thereafter, during the life of the agreement and in accord with the provisions of Appendix D. It is recommended that Section 6 of said proposed Appendix D provide that, in order to determine the base index figure, the parties adopt for the index for the month of October, 1983, and modify Section 6 and 8 of Appendix D, accordingly.

CONCLUDING STATEMENT

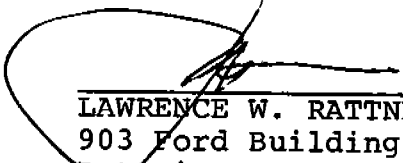
The Opinions and Recommendations included in this report were based on consideration of all evidence, testimony and argument presented by the parties, even in the event no specific reference has been made thereto. The recommendations are intended by the Fact Finder to provide a basis for the final resolution of the many differences which presently exist between the parties. The economic recommendations were, as aforementioned, based in major part upon consideration of information submitted regarding the collective bargaining experience of comparable, similarly situated or adjacent counties, the history of the relationship between these parties, the prevailing economic climate, the Commission's current fiscal position and, after careful consideration of the demands of the parties. It is hoped that all recommendations serve as a basis for future progress.

The parties and their representatives have, at all times during these proceedings, acted as competent, forthright and zealous representatives and guardians of the interests of their respective principals. The testimony, evidence and exhibits submitted by each side was informative and indispensable to the Fact Finder.

The recommendations contained in this opinion are offered as a package to assist these parties to resolve their contractual differences as soon as possible. Without a mutual effort to reach agreement, the individual recommendations can be attacked singly as a basis for continuing not only the dispute between the parties but also the daily operational complaints of both sides, the consequence of which each must share. It is the Fact Finders hope

that this report will serve as a catalyst to end the current impasse between the parties.

Respectfully submitted,

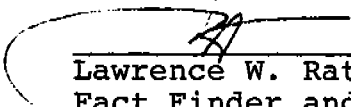


LAWRENCE W. RATTNER, Fact Finder
903 Ford Building
Detroit, MI 48226
(313) 965-9696

Dated: August 20, 1984

CERTIFICATION

I, Lawrence W. Rattner, having been appointed by the Michigan Employment Relations Commission as its Fact Finder and Agent, pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commission's Regulations, having sworn to my impartiality, and having weighed and considered all of the testimony, evidence and argument presented, and in view of the preceding opinion and discussion, have recommended to the Shiawassee County Road Commission and AFSCME Local 1071, Affiliated with Michigan Council 25, AFL-CIO provisions concerning loss of seniority, layoff, promotion, sick leave, hours of work, time and one-half, holiday pay, worker's compensation, life insurance, cost-of-living, duration of agreement, date of agreement, old age pension plan, wages, temporary employees, subcontracting, report pay and shirt premium, as contained hereinabove.


Lawrence W. Rattner
Fact Finder and Agent

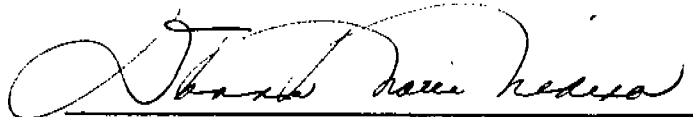
Dated this 20th day of August, 1984

Detroit, Michigan

STATE OF MICHIGAN

COUNTY OF WAYNE

On this 20th day of August, 1984, before me personally came and appeared Lawrence W. Rattner to me known to known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.


DONNA MARIE MEDINA
NOTARY PUBLIC, WAYNE CO., MICHIGAN
MY COMMISSION EXPIRES: 3/1/88

INDEX TO EXHIBITS

For the Commission:

<u>Exhibit Letter</u>	<u>Description</u>
A	Implemented Agreement (as of 12/22/83)
B	Employer Final Last Best Offer
B-1	Former Collective Bargaining Agreement (See Union Exhibit 20 Re: Extension)
C	Worker's Compensation information
D	Comparables- Hours of Work
E	Comparables- Holidays
F	Cost of Union Economic Demands
G	Comparables- Life Insurance
H	Comparables- Cost-of-Living Allowance
I	Comparables- Pension
J	Comparables- Wages (Heavy equipment operator)
K	Comparables- Wages (Medium equipment operator)
L	Comparables- Restriction on Use of Temporary Employees)
M	Comparables- Restrictions of Employer's Right to Subcontract

Information supplied following hearing:

Annual Financial Report, Shiawassee County Road Commission
for the years 1981, 1982, 1983; Supporting Schedules- 1983

INDEX TO EXHIBITS

For the Union:

<u>Exhibit Number</u>	<u>Description</u>
1	Comparables- Loss of Seniority
2	Comparables- Advance Notice of Layoff
3	Comparables- Promotions
4	Comparables- Sick Leave
5	Comparables- Hours of Work
6	Comparables- Time and One-Half
6-A	Proposed Contract Language- Time and One-Half
7	Comparables- Holiday Provisions
8	Comparables- Worker's Compensation
9	Comparables- Life Insurance
10	Comparables- COLA
11	Comparables- Duration of Agreement
12	Comparables- Effective Date of Agreement
13	Comparables- Pension
14	Comparables- Wages Rates
14-A	Comparables- Wages (Janitor/Labor)
14-B	Comparables- Wages (Light truck)
14-C	Comparables- Wages (Heavy truck)
14-D	Comparables- Wages (Heavy equipment)
14-E	Comparables- Wages (Mechanic)
15	Comparables- Temporary Employees
16	Comparables- COLA
17	Comparables- Subcontracting

For the Union, continued:

<u>Exhibit Number</u>	<u>Description</u>
18	Comparables- Report Pay
18-A	Proposed Contract Language- Report Pay
19	Comparables- Shift Premium
19-A	Proposed Contract Language- Shift Premium
20	Letter of Agreement extending former contract
21	Union's Position- Loss of Seniority
22	Proposed Contract Language- Layoff
23	Proposed Contract Language- Promotions
24	Proposed Contract Language- Sick Leave
25	Proposed Contract Language- Hours of Work
26	Proposed Contract Language- Holiday Provisions
27	Proposed Contract Language- Life Insurance
28	Proposed Contract Language- Appendices
29	Proposed Contract Language- COLA
30	Proposed Contract Language- Termination and Modification
31	Proposed Contract Language- Effective Date
32	Proposed Contract Language- Pension
33	Pension Plan information
34	Proposed Contract Language- Appendix B (Wage Rates)
35	Proposed Contract Language- Appendix C (Temporary Employees)

For the Union, continued:

<u>Exhibit Number</u>	<u>Description</u>
36	Proposed Contract Language- Appendix I (Subcontracting)
37	Saginaw Agreement
38	Clinton Agreement
39	Livingston Agreement
40	Lapeer Agreement
41	Gratiot Agreement

Information supplied following hearing:

Grade and Wage Comparison, Shiawassee County, 4/81 - 4/84

Saginaw Agreement (1984-85)

Clinton Agreement (1984)

Livingston Agreement (1984)

Exh D.

HOURS OF WORK

	<u>Guaranteed Work Week</u>	<u>Right to Establish Second & Third Shifts</u>
Clinpon	yes	no
Eaton	no	yes
Gratiot	no	yes
Ionia	no	yes
Livingston	no	yes
Montcalm	no	yes
<hr/>		
Shiawassee	no	yes

Exh. F

BOARD OF COUNTY ROAD COMMISSIONERS
SHIAWASSEE COUNTY

COMMISSIONERS

GLENN R. WILLIAMS
WORDEN GARBER
VICTOR NICKELS

COUNTY ROAD COMMISSION BUILDING
TELEPHONE 743-3131 AREA CODE (517)
CORUNNA, MICHIGAN 48817

WALTER J. CLINK
SUPERINTENDENT MANAGER
WAYNE K. WARD
ENGINEER SUPERINTENDENT
MARY ANN LUPU
CLERK

December 21, 1983

UNION ECONOMIC DEMANDS

Article 26 Sec. 1.	Cost to change 14 day waiting period to 7 days	4622.04
Article 31	Cost to add one paid holiday	3094.72
Article 41	Cost to increase life insurance to \$10,000.00	869.40
Appendix A.	Cost to change C-1 plan to C-2	34128.00
	Cost to add E-2 rider	4209.12
Appendix B.	Cost of increased wages (0.33) Jan. 1, 1983	26549.52
	(0.34) Jan. 1, 1984	27346.01
Appendix D. Sec. 7.	For each 0.3 point change in the index	8694.40
	Cola @ 30 cents per hour	23712.00
	Cost 1-1-84 is \$1.69 per hour	133225.21
	increase cost through 1984 is	159774.73
	The above included no adjustments for overtime rate	
Employer Wage implemented cost (0.18)	1984	14227.20
(0.18 + 0.15)	1985	26083.20
Increase cost through	1985	40310.40

Exhibit #

COST OF LIVING ALLOWANCE

Clinton	-	Yes, .4 change equals \$.01 increase or decrease. \$.10 cap for first 2 quarters of 1983 and a \$.15 cap for last 2 quarters of 1983.
Eaton	-	No
Gratiot	-	Yes, .5 change equals \$.01 increase or decrease with a \$.25 per hour cap per year.
Ionia	-	No
Livingston	-	Yes, .4 change equals \$.01 increase or decrease with a \$.25 per hour cap per year.
Montcalm	-	Yes, .5 change equals \$.01 increase or decrease, capped at \$.15 per year. Paid in separate check, no clock card add-on.
<hr/>		
Shiawassee	-	No

Exh I

WAGES

Heavy Equipment Operator

	<u>1983</u>	<u>1984</u>	<u>1985</u>
Clincon	\$9.75		
Eaton	\$7.84		
Gratiot	\$9.39	\$9.74	
Ionia	\$9.57	\$9.77	\$10.07
Livingston	\$9.07		
Montcalm	\$8.12	\$8.42	
<hr/>			
Average	\$8.96	\$9.31	\$10.07
<hr/>			
Shiawassee	\$9.97	\$10.12	\$10.27

Exh K

WAGES

Medium Equipment Operator

	<u>1983</u>	<u>1984</u>	<u>1985</u>
Clinton	\$9.52		
Eaton	\$7.69		
Gratiot	\$9.19	\$9.54	
Ionia	\$9.47	\$9.67	\$9.97
Livingston	\$8.85		
Montcalm	\$8.12	\$8.42	
<hr/>			
Average	\$8.81	\$9.21	\$9.97
<hr/>			
Shiawassee	\$9.85	\$10.00	\$10.15

ARTICLE: 43. Appendices
 Issue: Inclusion of Appendix D - Cost of Living

UNION EXHIBIT # 10

CURRENT		UNION PROPOSED	EMPLOYER PROPOSED
	Cost of Living Included	Continuation of cost of living	to delete
Shiawassee County Roads			
Saginaw County Roads			
Clinton County Roads			
Livingston County Roads			
Lapeer County Roads			
Gratiot County Roads			

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ARTICLE: APPENDIX B Wage Rates and Classifications

- Issue: 1. Wage Increase for each year of the Agreement
2. Establishing base for COLA

UNION EXHIBIT # 14

	CURRENT	UNION PROPOSED	EMPLOYER PROPOSED
Shiawassee County Roads		1. Effective January 1, 1983 Increase each rate by 2% 1. Effective January 1, 1984 Increase each rate by 3% 1. Effective January 1, 1985 Increase each rate by 4% 2. October, 1982 base index of 293.6	1. Effective 1/1/83 -0- 1. Effective 1/1/84 1. Effective 1/1/85 15¢ per hour 15¢ per hour 2. Employer proposes deletion of COLA
Saginaw County Roads			
Clinton County Roads			
Livingston County Roads			
Lapeer County Roads			
Grafton County Roads			

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ARTICLE: APPENDIX B Wage Rates and Classifications

	CLASSIFICATION	WAGE RATE 1983	WAGE RATE 1984	WAGE RATE 1985
Shiawassee County Roads	JANITOR/LABOR	\$ 9.56	\$ 9.71	\$ 9.86
Baginaw County Roads	JANITOR/LABOR	\$10.90	\$11.14 + COLA	
Clinton County Roads	JANITOR/LABOR	\$ 9.39	\$ 9.76 + COLA 50¢ cap.	
Livingston County Roads	JANITOR/LABOR	\$ 8.43	\$ 9.33 + COLA	\$ 9.68 + COLA
Lapeer County Roads	JANITOR/LABOR	\$ 8.34 + COLA	\$ 8.84 + COLA	\$ 9.34 + COLA
Gratiot County Roads	JANITOR/LABOR	\$ 8.78 + COLA 25¢ cap.	\$ 9.13 + COLA 25¢ cap.	

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ARTICLE: APPENDIX 3 Wage Rates and Classifications

	CLASSIFICATION	WAGE RATE 1993	WAGE RATE 1994	WAGE RATE 1995
Shiawassee County Roads	LIGHT TRUCK	\$ 9.74	\$ 9.89	\$10.04
Baglauer County Roads	LIGHT TRUCK	\$10.90	\$11.22 + COLA	
Clinton County Roads	LIGHT TRUCK	\$ 9.45	\$ 9.82 + COLA 50% cap.	
Livingston County Roads	LIGHT TRUCK	\$ 8.85	\$ 9.75 + COLA	\$ 10.10 + COLA
Lapeer County Roads	LIGHT TRUCK	\$ 8.24	\$ 8.74 + COLA	\$ 9.24 + COLA
Greatnot County Roads	LIGHT TRUCK	\$ 9.02 + COLA 25% cap.	\$ 9.37 + COLA 25% cap.	

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ARTICLE: APPENDIX B Wage Rates and Classifications

	CLASSIFICATION	WAGE RATE 1983	WAGE RATE 1984	WAGE RATE 1985
Shawnee County Roads	HEAVY TRUCK	\$ 9.90	\$10.05	\$10.20
Bagshaw County Roads	HEAVY TRUCK	\$11.37	\$12.42 + COLA	
Clinton County Roads	HEAVY TRUCK	\$ 9.32	\$ 9.89 + COLA 25¢ cap.	
Livingston County Roads	HEAVY TRUCK	\$ 9.07	\$ 9.97 + COLA	\$ 10.32 + COLA
Lapeer County Roads	HEAVY TRUCK	\$ 8.34	\$ 8.84 + COLA	\$ 9.34 + COLA
Gratiot County Roads	HEAVY TRUCK	\$ 9.19 + COLA 25¢ cap.	\$ 9.34 + COLA 25¢ cap.	

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ARTICLE: APPENDIX B Wage Rates and Classifications

	CLASSIFICATION	WAGE RATE 1983	WAGE RATE 1984	WAGE RATE 1985
Shiawassee County Roads	HEAVY EQUIPMENT	\$ 9.97	\$10.12	\$10.27
Baginaw County Roads	HEAVY EQUIPMENT	\$11.63	\$11.67 + COLA	
Clinton County Roads	HEAVY EQUIPMENT	\$ 9.75	\$10.12 + COLA 296 cap.	
Livingston County Roads	HEAVY EQUIPMENT	\$ 9.27	\$ 10.17 + COLA	\$ 10.52 + COLA
Lapeer County Roads	HEAVY EQUIPMENT	\$ 8.49	\$ 8.90 + COLA	\$ 9.49 + COLA
Gratiot County Roads	HEAVY EQUIPMENT	\$ 9.39 + COLA 296 cap.	\$ 9.74 + COLA 296 cap.	

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ARTICLE: APPENDIX 3 Wage Rates and Classifications

UNION EXHIBIT 1 146

	CLASSIFICATION	WAGE RATE		
		1983	1984	1985
Shawnee County Roads	MECHANIC	\$10.24	\$10.39	\$10.54
Saginaw County Roads	MECHANIC	\$11.02	\$11.06 + COLA	
Clinton County Roads	MECHANIC	\$ 9.75	\$10.12 + COLA 50% cap.	
Livingston County Roads	MECHANIC	\$ 9.41	\$ 10.31 + COLA	\$ 10.66 + COLA
Lapeer County Roads	MECHANIC	\$ 8.74	\$ 9.24 + COLA	\$ 9.74 + COLA
Gratiot County Roads	MECHANIC	\$ 9.06 + COLA 25% cap.	\$10.21 + COLA 25% cap.	

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ARTICLE: APPENDIX D Cost Of Living
Issue: Retaining Cost of Living

	CURRENT	UNION PROPOSED	EMPLOYER PROPOSED
Shlawassee County Roads	0.4 Increase in CPI = 1¢ per hour	Continuation of COLA	to delete
Saginaw County Roads	3¢ per hour for each 1 point increase in the CPA		
Clinton County Roads	0.4 Increase in CPI = 1 cent per hr. 10 cent cap first quarter, 15¢ each quarter thereafter.		
Livingston County Roads	0.4 Increase in COL = 1¢ per hr. Annual cap of 25¢ per hour.		
Lapeer County Roads	0.4 Increase in CPI = 1¢ per hour 5¢ cap each quarter		
Gratiot County Roads	0.5 Increase in CPI = 1¢ per hour Annual cap of 25¢		

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APPENDIX D

Section 1. All employees covered by this Agreement shall be covered by the provisions for a cost of living allowance as set forth in this Section. The amount of the cost of living allowance shall be determined and redetermined on the basis of the United States Revised Consumer's Price Index for Urban Wage Earners and Clerical Worker Families including Single Workers (all items).

Section 2. The United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index (1967=100) United States - All Cities, hereinafter referred to as the Index shall constitute the controlling Index.

Section 3. Cost of living adjustments shall be made on the basis of changes January 1, 1983, and quarterly thereafter during the life of this Agreement and in accordance with the following provisions:

Effective Date of
Adjustment - First Pay Period
Beginning on or After:

Based upon B.L.S. Revised
Consumer's Price Index for
the Preceding:

January 1st
April 1st
July 1st
October 1st

October
January
April
July

Section 4. In the event the B.L.S. does not issue a revised Consumer's Price Index on or before the beginning of the pay period, any adjustments required will be made at the beginning of the first pay period after receipt of index.

Section 5. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for B.L.S. Revised Consumer's Price Index for any base month.

Section 6. To determine the Base Index Figure, the parties adopt the Index for the month of October, 1982, namely 293.6.

Section 7. For each 0.4 point change in the Index, a \$.01 increase or decrease will be made.

Section 8. In no event will a decline in the index below the index figure of October, 1982, (293.6) provide a basis for reduction in the base hourly rates in effect under this Agreement.

Section 9. Notwithstanding the foregoing provisions of this Appendix, the parties recognize the limitations placed upon wage increases under federal law, and therefore, agree that increases resulting from the operation of this Appendix will be limited to those permissible under pay board guidelines should they be reinstated.

APPENDIX B WAGE RATES AND CLASSIFICATIONS

Section 1: Effective January 1, 1983 - add 2% wage increase to each hourly rate of pay and fold into the base hourly rate the cost of living allowance.

Effective 1 January 1984 - add 3% wage increase to each hourly rate of pay.

Effective 1 January, 1985, add 4% wage increase to each hourly rate of pay.

Section 2: (Old Contract)

The foregoing rates do not include any cost of living derived since October, 1982 (Index Base 293.6)

Section 2 - (3 of Old Contract) Agreement

Section 3 of implemented agreement: Agreement

Section 4 of implemented agreement: Agreement

Section 5 of implemented agreement: Agreement

Section 6: Agreement

Section 2. Work Week.

(a) The regular work week shall consist of forty (40) hours of five (5) consecutive eight (8) hour days beginning at 12:01 A.M. Monday and ending at 12:00 Midnight Sunday.

(b) Nothing in this Section shall be construed to guarantee a forty (40) hour week.

Section 3. Overtime. This Section sets forth the methods of distribution of overtime, except in cases of emergency.

(a) Regular/routine and/or extension of the day will be first offered to those employees that are normally assigned to do the work of the type needed in the area.

(b) Overtime other than that mentioned above shall be distributed on a seniority basis to those employees that have identified a willingness to work overtime and who are qualified to do the work necessary. Calls for the overtime shall be made from a Seniority List in seniority order. Once the List is exhausted, overtime calls will be made from the beginning of the Seniority List.

(c) Employees shall be paid one and one-half (1-1/2) times their regular rate for all hours that are required to work in excess of forty (40) hours per week.

(d) All time prior to regular starting time and after regular quitting time shall be paid at the rate of time and one-half (1-1/2).

(e) Any employee working the sixth (6th) and seventh (7th) consecutive days in a work week shall be paid at the rate of time and one-half (1-1/2).

Section 4. Report Time. A report time allowance of four (4) hours is allowed when an employee reports for work on a regular work day and is sent home due to lack of work caused by inclement weather, breakdown of equipment, lack of materials, or other unforeseen causes not within the control of the Employer.

Section 5. Call-In Time. A minimum of two (2) hours call-in time is allowed when an employee is called in for work outside the service day and shall receive pay at the rate of one and one-half (1-1/2) times the regular pay.

T.A. 1-18-84 NC

T.A. 1-18-84
JZ