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FF 4/7/2000

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
FACT FINDING

In the Matter of:

CHARTER TOWNSHIP OF WEST BLOOMFIELD

Case No. D97 J-1451

Public Employer

-and-

TEAMSTERS LOCAL 214

Labor Organization

_____ /

FACT FINDER'S REPORT

Thomas L. Gravelle
Fact Finder

April 7, 2000

West Bloomfield Township

Appearing for the Employer:

Appearing for the Union:

Dennis B. DuBay
Keller, Thoma, Schwarze,
Schwarze, DuBay & Katz, P.C.
440 E. Congress, 5th Floor
Detroit, MI 48226-2917

James Markley
Secretary-Treasurer
Teamster Local 214
2825 Trumbull Ave.
Detroit, MI 48216

FINDINGS AND RECOMMENDATIONS

The Employer is West Bloomfield Charter Township. It is located in Oakland County, Michigan.

The Union is Teamsters Local 214.

The Union represents about 8 employees in the Employer's Water and Sewer Department.

The parties' last contract expired on December 31, 1997.

On two occasions during their negotiations for a new agreement, the parties reached complete and final settlements subject only to ratification by members of the bargaining unit. However, the members of the bargaining unit have refused to ratify.

The settlement agreements contain various increases in wages and benefits.

My recommendations below include these increases.

Several other units of the Charter Township's employees have collective bargaining agreements. The terms of these agreements have not been identical with the terms of the Teamsters agreements. In other words, there have been varying bargaining histories for the various bargaining units.

At the fact finding proceedings on March 29, 2000, the Union's bargaining team challenged the sufficiency of the increases in issue. It explained generally that its members should receive more, and specifically that they should be paid

the wage levels and benefits of other Township employees if higher.

I agree with the Union's bargaining team that some discrepancies do exist between their previous settlement agreements and the agreements of other bargaining units. However, I do not think that this alone warrants increases over the settlement agreements. I find that the increases the Employer tentatively agreed to with the Union are sufficiently generous that to increase them would not be justified at this time.

For the above reasons, I am recommending various changes for the parties' new collective bargaining agreement, including the following:

- 3% annual salary increases.
- Lump-sum retroactive salary payment.
- 33% increase in pension multiplier.
- Vision care program.
- Increase in number of paid holidays.
- 50% increase in life insurance.
- 100% increase in accumulated unused sick leave.
- 25% increase in standby duty pay.
- 25% increase in short-term disability payment cap.
- Increase of long-term disability to 60% of base pay with a maximum of \$2,000 per month.
- 20% increase in winter boot allowance.

I am also recommending a 5 year agreement because more than 2 years have elapsed since the expiration of the parties' previous agreement.

My specific RECOMMENDATIONS follow:

1. The parties' new contract shall be in effect for a period of five (5) years (January 1, 1998 - December 31, 2002).

2. The parties' new contract shall consist of the parties' prior collective bargaining agreement (effective January 1, 1995 - December 31, 1997) as amended by the terms of my recommendations.

3. Article XXXVIII - Salaries, Section 1 and Appendix A shall be revised to provide as follows:

Effective January 1, 1998 three (3%) percent across the board (all employees shall be in one classification maintenance person (old pump mechanic)

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Effective January 1, 2001 three (3%) percent across the board (all employees shall be in one classification maintenance person (old pump mechanic)

Effective January 1, 2002 three (3%) percent across the board (all employees shall be in one classification maintenance person (old pump mechanic)

4. Article XXXVIII - Salaries, Section 2 shall be revised to provide as follows:

SECTION 2.

The Township agrees to make a retroactive payment consisting of the difference between the rates actually paid and the rates set forth in the new salary schedule between January 1, 1998 and the date on which the contract is signed by both principal parties. The payment will be made within thirty (30) days after the contract has been signed by both parties.

5. Article XXXVIII - Salaries, Section 3 shall be deleted from the contract.

6. Article XXIV - Insurance Policy, Section 3 shall be revised to provide as follows:

The Township pays the premiums to provide a Twenty Thousand (\$20,000) Dollar accidental group life insurance and Twenty Thousand (\$20,000) Dollar accidental death insurance policy for permanent full-time seniority employees. Effective June 1, 2000, life insurance shall be increased to Thirty Thousand (\$30,000) Dollars.

7. Article XXIV - Insurance Policy, Section 5 shall be revised to provide as follows:

The Township pays the premiums to provide short-term disability insurance for permanent full-time seniority employees. The short-term disability insurance provides a benefit of forty (40%) percent of base salary to a maximum of two hundred (\$200.00) per week for a maximum of twenty-six (26) weeks. The insurance coverage begins the first day for an accident and the eighth (8th) day after the beginning of an illness. The insurance benefit is payable under the terms of Article XXVII Leaves of Absence. Effective June 1, 2000, the short-term disability benefit shall be increased to fifty (50%) percent of base salary to a maximum of two hundred and fifty (\$250) Dollars per week.

8. Article XXIV - Insurance Policy, Section 6 shall be revised to provide as follows:

The Township pays the premiums to provide long-term disability insurance under a program with the Aetna Insurance Company for permanent full-time seniority employees. The insurance benefit is payable under the terms of Article XXVII - Leaves of Absence. Effective June 1, 2000, the long-term disability insurance shall be increased to sixty (60%) percent of base salary up to a maximum of \$2,000 dollars per month.

9. Article XXIV - Insurance Policy, Section 4 shall be revised to provide as follows:

The Township shall pay the full premium for group dental insurance family coverage for permanent full-time seniority employees. Effective June 1, 2000, the annual maximum payment shall be as follows:

Dental Class I-III	--	\$1,000
Class IV	--	\$1,000

10. Article XXXI - General, Section 6 shall be revised to provide as follows:

Effective January 1, 1998, the Township will provide a winter boot allowance of \$150 for the 1998 fiscal year. No winter boot allowance shall be provided in the 1999 fiscal year. Effective, January 1, 2000, the Township will provide a winter boot allowance of \$150 for the 2000 fiscal year. The allowance is for the replacement of work boots. Appropriate receipts must be presented for reimbursement.

11. Article XXII - Holidays, Section 1 shall be revised to provide as follows:

Providing they meet all of the eligibility rules set forth in this Article, permanent, full-time seniority employees shall be paid their regular straight time rate for their normal daily hours for the following holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
One-half day on Good Friday (full day if
designated by the Board)
Memorial Day
Independence Day
Labor Day
Veteran's Day or Columbus Day (as designated
by the Board)
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas
Christmas Day
Day before New Year's Day
One floating Holiday to be determined by the
Township Officials by April 1st of each year.

12. Article XXI - Sick Leave with Pay, Section 13 shall be revised to provide as follows:

Unused sick leave shall accrue and may be accumulated up to a maximum of sixty (60) days. In January of each year eligible employees will be paid for one-half (1/2) of accumulated unused sick leave in excess of sixty (60) days.

13. Article XXIV - Insurance Policy, Section 2 shall be revised to provide as follows:

The Township pays the premiums to provide a drug rider program (\$2.00 co-pay) for permanent full-time seniority employees. Effective June 1, 2000, the co-pay shall be increased to \$5.00.

14. Article XL Commercial Driver's License, Section 4 shall provide as follows:

Under no circumstances will an employee be required or assigned to abnormally dangerous work, or work in violation of an applicable statute or court order, or governmental regulation relating to safety of persons or equipment. The Township hereby agrees to pay for tickets issued to employees because of faulty or unsafe equipment.

15. Article XIX - Emergency Standby Allowance shall be revised to provide as follows:

SECTION 1.

All employees may, at the employee's option, participate in the weekly overtime standby program. The standby employee will be required to maintain a pager and be available twenty four (24) hours a day. The employee must be available to respond within the reasonable time limit required by the Department. Failure to respond within the required time limit shall be considered neglect of duty and shall subject the employee to such disciplinary action as the Township deems appropriate.

SECTION 2.

Employees may be permitted to voluntarily trade emergency standby duty with the prior approval of the Water and Sewer Director or his designee provided that employees scheduled must inform the Water and Sewer Director, or his designee, in advance of any voluntary trade.

SECTION 3.

No employee who is absent from work during his normal work shift shall be eligible for emergency standby duty until after he reports for his next regularly scheduled shift. In the event the employee assigned to standby duty under the standby rotation schedule is absent from work during his normal work shift or is no longer employed, the next employee on the rotation schedule shall be automatically assigned the standby duty.

SECTION 4.

Those employees who are assigned and perform emergency standby duty will receive an additional sixty-five (\$65.00) dollars for each seven (7) day period on such standby duty.

SECTION 5.

The Township shall post the weekly overtime standby rotation schedule three months in advance.

SECTION 6.

An employee on standby shall be issued a Township vehicle for use during the week of standby duty.

16. Article XXXV - Retirement shall be revised by adding the following new section:

Effective January 1, 1998, vesting requirements shall be revised from ten (10) to eight (8) years.

17. Article XXXV - Retirement shall be revised by adding the following new section:

Effective January 1, 2000, the multiplier on the base plan shall be increased to 1.75% from the current 1.5% level. Effective January 1, 2001, the multiplier on the base plan shall be increased to 2.0% from the 1.75%.

18. Effective January 1, 2001, Article XXIV Insurance Policy shall be revised by adding the following new Section 4A:

SECTION 4A. Effective January 1, 2001, the Township will provide to permanent full-time seniority employees the attached Vision Care program.¹

¹ This is a 3-page document titled "Vision Care Benefits." The first page contains the notation "Plan A80" and states, "An official description of benefits is contained in applicable Blue Care Network/Blue Cross Blue Shield of Michigan certificates and riders."

19. Article XVIII - Hours of Work and Overtime Policy,
Section 10 shall be revised to provide as follows:

SECTION 10.

A. Employees may waive the right to call-in overtime by signing a waiver form provided by the Township. The Township shall have the continued right to require all unit personnel to work scheduled or call-in overtime to provide proper service in emergency situations.

B. Within classification all overtime shall be equalized among members of the department who have not waived the right to call-in overtime. For such personnel, overtime may not deviate more than eight (8) to ten (10) hours amongst a particular classification. Each January 1st all charged overtime will be rolled back to zero (0). Any errors in overtime which occur prior to January 1st of the then current year shall be reflected as a negative number at the time the rotation charge sheet is prepared on January 1st. Overtime shall be recorded based upon the number of hours for which an employee is compensated. An up-to-date list showing overtime hours shall be posted in a prominent place before the 15th of each month.

C. When a person has a vacation or personal day off, he will be the last person called for overtime, notwithstanding the equalization of hours sheet.

20. Article XVIII - Hours of Work and Overtime Policy shall be amended by deleting Section 11 and renumbering the remaining provisions accordingly.

April 7, 2000

Respectfully submitted,



Thomas L. Gravelle
Fact finder