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10/11/2000

**STATE OF MICHIGAN  
DEPARTMENT OF CONSUMER & INDUSTRY SERVICE  
EMPLOYMENT RELATIONS COMMISSION**

*In the Matter of the Fact Finding  
between*

**CITY OF DETROIT**

**-and-**

**MERC Case No. D99 L-1934**

**TEAMSTERS LOCAL 214**

**APPEARANCES:**

**FOR THE CITY OF DETROIT:**

Roger N. Cheek, Director, Labor Relations  
Allen Lewis, Chief Labor Relations Specialist  
Roger Short, Budget Director  
Ulysses Burdell, Interim Deputy Director, DPW  
Sharlene Walker, Sr. Labor Relations Specialist  
Richard Walczak, Budget Manager II  
Ron Chenault, Budget Manager  
Pamela Scales, Deputy Budget Director  
Renee Short, Budget Manager

**FOR TEAMSTERS LOCAL 214:**

Joseph M. Valenti, Business Agent  
Robert Bittner, Chief Steward  
Floyd P. Ware, Chief Steward  
Alex Germany, Chief Steward  
C. Sanders, Steward  
James Coleman, Steward

Detroit, City of

**FACT FINDER'S REPORT, FINDINGS OF FACT  
AND RECOMMENDATIONS**

Teamsters Local 214 represents some approximately 933 City of Detroit employees in two basic classifications, namely, craft classifications and non-craft classifications. The craft classifications are:

<u>Human Resources Department</u>	Class Number
Truck Driver	72-15-21
Vehicle Operator I	72-15-23
Vehicle Operator II	72-15-25
Vehicle Operator III	72-15-29
Construction Equipment Operator	72-15-35
Construction Equipment Operator - 50 Ton Crane	72-15-38

Public Lighting Department ONLY

Line Helper - Driver I	73-23-13
Line Helper - Driver II	73-23-21

Department of Public Works

Assistant Equipment Dispatcher - Field Construction	01-51-31
Assistant Equipment Dispatcher - Asphalt Plant	01-51-32
Equipment Dispatcher	01-51-41
Assistant Sanitation Yard Dispatcher	72-18-21
Sanitation Yard Dispatcher	72-18-31
Refuse Collection Packer Operator	61-81-11

The non-craft classifications include:

Airport Department

Senior Airport Service Worker	54-40-26
Airport Service Worker	54-40-21
Building Attendant A	63-10-13
Laborer	61-91-07
Building Cleaner - Interim	63-10-11
Typist	01-31-21
Senior Typist	01-31-31
Senior Bookkeeper	04-30-41
Service Guard - Airport	63-20-18
Service Guard - General	63-20-16
Senior Service Guard - General	63-20-19
Airport Security Officer	63-20-11

Health Department (Animal Control Unit)

Animal Control Officer	33-90-21
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Consumer Affairs Department

Weights & Measures Inspector	33-70-21
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These classifications are in various departments throughout the City. However, the majority of the classifications in the craft classifications represent employees working in the Department of Public Works.

For a number of years, Teamsters 214 and the City of Detroit have had numerous successive collective bargaining agreements. The most recent signed collective bargaining

agreement between the parties covered the period from July 1, 1995 through June 30, 1998. At about the time the 1995-98 agreement expired, the parties began negotiations for a successor agreement.

The parties held numerous bargaining sessions, including mediation sessions but reached impasse. As a result, Teamsters 214 filed a petition for fact finding. At the time the petition was filed, there were 22 issues in dispute between the parties, including wages.

As a result of the fact finding petition, the undersigned was appointed fact finder. Numerous fact finding sessions were conducted. By the time the last scheduled fact finding hearing was completed, the outstanding issues between the parties to be reviewed by the fact finder had been reduced to nine, namely:

1. Wages
  - A. Across-the-board increases
  - B. Adjustments.
  - C. Effective Date.
2. Delete Laborer Title.
3. Reclassification of DPW Dispatcher
4. Airport Police Status
5. Cleaning and/or Clothing Maintenance Allowance
6. Schedule D, Section 2. Pay While Training Other Operators.
7. Snow Area Jurisdiction of each Department made part of the Agreement.
8. Equipment Upgrades.
9. DPW Issues.

#### **General Considerations**

Fact finding is a form of interest arbitration. Over the years, fact finders have developed certain criteria forming the basis for making recommendations. In a different context, the State Legislature formulated the criteria to be used by interest arbitrators in police and fire interest arbitrations, enacted by Act 312 of Public Acts of 1969 wherein, in Section 9, certain criteria to

be used were codified. These criteria are the criteria used by fact finders.

As to economics, the criteria as set forth in Act 312 have been utilized by fact finders, which criteria include the economic ability of the community to fund the economic improvements and comparables with other communities. In addition, the parties' bargaining history in current bargaining and over the years become factors when addressing both economic and non-economic issues, as this history gives some indicia of the potential for settlement. Particularly since the City of Detroit bargains with a number of unions, the bargaining history with the other unions can also be a criteria in formulating a recommendation. Finally, the comparables can be a factor in non-economic issues.

### **Economics**

As indicated, wages are an issue requiring a review of the City's ability to pay as well as invoking the comparables and bargaining history criteria.

### **The Detroit Economic Picture**

From the 1949-50 fiscal year through the 1998-99 fiscal year, a period of 49 fiscal years, the City has had a surplus for only 18 of those years, meaning that in 31 fiscal years, it has had a financial deficit. By the fiscal year 1989-90, the City began a path of fiscal year deficits that ran through the fiscal year 1993-94. In two of the years during that period, 1990-91 and 1991-92, the deficit reached over \$105M, or approximately 9% of the total expenditures. By 1993-94, the deficit still remained at \$53M annually.

It was during this period that the City took drastic action including wage freezes and concessions from many of its unions, including Teamsters 214. By the fiscal year 1994-95, the City operated with a surplus, namely, \$19M. However, despite careful budgeting, the 1998-99

budget only produced a \$1,600,000 surplus as compared to the \$19M surplus in 1994-95.

The significance of this limited surplus is this: the 1998-99 daily expenditures for the City is \$3.4M. If, for some reason, there is an extraordinary event or a miscalculation, the projected surplus for 1998-99 of \$1.6M would only cover one-half day of operations.

The City of Detroit receives its revenues from six major categories of major sources, namely:

<u>Revenue Source</u>	<u>Amount</u>	<u>% of totals</u>	<u>10 yr. ave.growth</u>
Municipal Income Tax	\$387,400,000	27.4%	2.8%
Property Tax	\$159,322,689	11.3%	2.0%
Utility User's Tax	\$ 54,600,000	3.9%	0.0%
State Revenue Sharing	\$332,000,000	23.5%	2.9%
Wagering Tax (Casinos)	\$ 80,700,000	5.7%	N/A
Other Revenue	<u>\$399,348,883</u>	<u>28.3%</u>	<u>2.6%</u>
TOTAL	\$1,413,371,572	100.0%	2.6%

"Other revenue" includes revenue from federal sources.

A review of the above chart which is based upon the fiscal year 2000-01 budget, indicates that the growth in revenue in Detroit has averaged 2.6%. This chart also demonstrates that the expected growth of revenue is approximately 2.6%. However, in making this observation, there are two fallacies. It is not clear how much revenue will be generated in the future from the casinos. Likewise, as result of Public Act 532 of 1998, the state revenue sharing for the City of Detroit has been frozen at \$332M for the next ten years, even though the experience in the past has been that state revenue sharing has increased on an average of 3% per annum. This means that the City cannot expect additional increases in state revenue sharing. Furthermore, as a result of Public Act 500 in 1998, the income tax on both residents and non-residents will gradually be

reduced which will further reduce the projected growth of tax revenues from income tax sources, which in fiscal year 2000-01, produced 27.4% of the City's revenues.

What also should be noted is that the property tax valuation has not grown per year at the same rate as other sources of revenue. Furthermore, contrary to the experience in surrounding suburbs, the property tax base has been reduced or is stabilizing in Detroit, and thus is not a major source of revenue. With the freezing of state revenue sharing and the reduction of the municipal income tax, the primary area of potential growth is from the wagering tax. In the fiscal year 1999-00, the wagering tax brought the City approximately \$51M, with two casinos operating. The third casino, the Greektown Casino, was not open during that fiscal year. However, with the anticipation of its opening, the City may receive \$80.7M from the wagering tax which could increase the percentage of revenue in relation to the total revenue from that source.

Analyzed as above, the City of Detroit's financial health may be stabilizing but it must be carefully monitored to prevent a reoccurrence of the deficits of the early '90's. It was against this background that the City settled most, if not all, of its non-police and fire contracts, with a general wage increase of 2% for fiscal year 1998-99, 3% for fiscal year 1999-00, and 3% for fiscal year 2000-01, along with a possible 1% performance bonus and a bonus of up to 2%, based upon the City's financial condition. There were also special rate adjustments for a substantial number of employees represented by Council 25 AFSCME. Most if not all of the contracts run from July 1, 1998 through June 30, 2001. These settlements were carefully crafted, recognizing the need for a delicate balance in the City's finances, as described above.

### The Comparables

The City has proposed the same wage pattern for Teamsters Local 214 as set forth above, namely, the 2%, 3% and 3% pattern, along with a possible 1% performance bonus and up to 2% based upon the City's financial condition.

With regard to the comparables, Teamsters Local 214 made comparables with various surrounding communities who, in a number of cases although far from all, have higher rates of pay in the various classifications covered by Teamsters 214. But, the difficulty in making comparables with a number of the proposed suburbs is that these suburbs have high property values and do not have a freeze on state aid. Therefore, in many cases, these suburbs have more economic wherewithal than Detroit.

One of the interesting comparables is with the older cities of Michigan in the so-called "automotive belt," namely, Flint, Pontiac and Saginaw. When comparables are made to these cities, they are more apropos because of the reliance on the automobile industry and the changing property values in those cities, which are similar to Detroit. When compared with these cities, the proposed across-the-board increases are comparable. In two classifications, namely Vehicle Operator I and Construction Equipment Operator, the comparables, based upon a 2% increase effective 7-1-98 and a 3% increase effective 7-1-99, would be as follows:

#### Vehicle Operator I (VO I)

<u>City</u>	<u>Maximum Rate</u>	<u>Effective Date</u>
Flint	\$15.34	06/30/00
Pontiac	\$11.38	06/30/00
Saginaw	\$14.33	06/30/00
Average	\$13.68	

Detroit	\$12.45	06/30/98
Detroit (Adj.)	\$13.09	06/30/00

**Construction Equipment Operator (CEO)**

<u>City</u>	<u>Maximum Rate</u>	<u>Effective Date</u>
Flint	\$15.83	06/30/00
Pontiac	\$16.48	06/30/00
Saginaw	\$16.29	06/30/00

Average	\$16.20
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Detroit	\$14.98	06/30/98
Detroit (Adj.)	\$15.74	06/30/00

The proposed increases would then make the City of Detroit comparable. However, there is a need for some special adjustments, in particular in the Construction Equipment Operator position, which will be discussed below.

**The Recommendation as to Wages**

Having made the above observation as to the comparables, despite the fact that as to the Vehicle Operator I, the average with the proposed across-the-board increases would improve Detroit's position versus the average, the fact is that Detroit would be below the average for both Vehicle Operator I and Construction Equipment Operator. This means there must be an adjustment because the employees in those craft classifications are paid at a lower rate than the comparable Flint, Pontiac and Saginaw employees. The only reason the average for Vehicle Operator I is low is because Pontiac is at \$11.38, but Flint and Saginaw are substantially higher. When it comes to Construction Equipment Operator, all three cities are substantially higher than Detroit, even when adjusted.

It is for this reason that the Fact Finder will recommend the following adjustments in the



following classifications, which will be effective after the wage increase becoming effective July 1, 2000. The recommendation as to the 2%, 3% and 3% increases will be retroactive to July 1, 1998. In other words, the 2% across-the-board increase will be retroactive to July 1, 1998; the 3% increase retroactive to July 1, 1999 and another 3% retroactive to July 1, 2000. The recommendation will also include the 1% performance bonus and a bonus of up to 2%, based upon the City's financial condition, as set forth in the AFSCME Master Agreement.

The adjustments being recommended below will commence on July 1, 2000 but will be added to the base wage only after that wage has been increased by the across-the-board adjustments. The adjustments recommended are as follows:

<u>Class</u>	<u>7/1/00 adj.</u>	<u>1/1/01 adj.</u>
CEO-50 Ton	\$0.35	\$0.35
CEO	\$0.35	\$0.35
RCPO	\$0.25	\$0.30
VO III	\$0.25	\$0.25
VO I	\$0.25	\$0.25
Line Helper I	\$0.25	\$0.25
Line Helper II	\$0.25	\$0.30

The reason for the adjustments is that it is quite clear, in the examples set forth above in the comparables, that the wage rates for VO I's and CEO's, even with the across-the-board adjustments, do not meet the average. As noted, the average for VO I's is skewed because of the low pay in Pontiac. In a review of other comparables, this also applies to the VO III's, RCPO's and Line Helper classifications in the Public Lighting Department. It is true that other communities do not have Line Helpers; nevertheless, in comparing the Line Helper rates in relation to other rates in the contract, there is a justification for the adjustment for the Line Helpers. The bargaining history suggests that the Line Helpers have had a certain ratio in their

rates with the VO's and the RCPO's. Therefore, it will be necessary to make similar adjustments for the small group of Line Helpers, namely 7 employees in total.

There were two other issues reflecting on wages. Teamsters 214 has proposed that the Sanitation Yard Dispatcher be reclassified to a RCPO Dispatcher and receive a pay adjustments to that of parity with the RCPO Operator.

Approximately 15 years ago, the City introduced an RCPO position (refuse collection packer operator). Since that time, most of the equipment purchased by the DPW is operated by RCPO Operators. The Department changed the title of its foremen and supervisors by designating them as either an RCPO Foreman or an RCPO Supervisor. The Department did so because they are specifically assigned to supervise RCPO Operators.

However, the current dispatchers' title and rate has not been changed commensurate with their duties and activities, even though they dispatch all RCPO operations. During the 1997-98 fiscal year, the dispatcher was paid \$13.00 per hour at maximum while the RCPO was paid \$13.59. These circumstances dictate that with the changes in the Department, the Sanitation Yard Dispatcher has more responsibility and, for this reason, there should be an adjustment recognizing the increased responsibility of the Sanitation Yard Dispatcher. Therefore, the Fact Finder will recommend that effective July 1, 2000, the rate of pay for the Sanitation yard Dispatcher shall be equated to that of the RCPO.

The Fact Finder has come to these conclusions based upon economic considerations. The fact of the matter is this is a tight job market and the adjustments in the craft classifications not only recognized the economics, but equally important, at least from the Fact Finder's standpoint, are consistent with the skills of the jobs in the craft classifications, the need to retain the current

skilled-craft employees, and the problems of recruitment of employees who can perform in these craft classifications.

### **The Protection Clause**

As indicated, the City has a delicate economic balance. This is the reason for the pattern of bargaining discussed above. In this context, negotiated into the AFSCME contract was the following "protection clause":

It is the City's commitment that in terms of a total compensation package, the AFSCME bargaining unit will not be economically disadvantaged as a result of subsequent settlements with other unions. However, it must be understood that compulsory arbitration may result in varied settlements.

The parties agree that special wage adjustments for particular classifications within other bargaining units, when based upon personnel recruitment and retention difficulties or special job skills, shall not require an equivalent increase for the AFSCME unit at large; the parties further agree, however, that an adjustment shall be required for an AFSCME classification to maintain the recognized traditional wage relationship to another bargaining unit's classification which received such a special wage adjustment.

As already noted, in the AFSCME Master Agreement, classification adjustments were made, with adjustments for some classifications being as high as \$3.00 per hour. These adjustments were effective July 1, 1999. The recommendations set forth herein are consistent with said protection clause. To begin with, the same rationale used in the AFSCME contract in making adjustments applies here. There are the comparables and the marketplace. Furthermore, the adjustments in the Teamsters 214 recommendations are effective the third year of the contract as contrasted to the second year of the AFSCME master agreement, which would suggest, quite clearly, that the Teamsters proposed settlement comes within the protection clause because

AFSCME received the adjustments one year earlier than the Teamsters.

In addition, the equipment involved is highly technical. The adjustments are only in the craft classifications, not in the non-craft classifications and recognizes that the skill in operating said equipment is more akin to a craft and justifies adjustments, as in the case of the AFSCME adjustments. The AFSCME adjustments cost \$4,368,790. The adjustments for the Teamsters employees involved is \$675,202 which clearly indicates that the cost of the adjustments over the term of the Teamsters 214 contract is far less than the AFSCME agreement. For this reason, this Fact Finder believes he is recommending an adjustment that is consistent with the protection clause of the AFSCME agreement.

Another way of recognizing that the recommendation is consistent with the AFSCME settlement is to note that there are 933 Teamsters employed by the City. With the adjustments for some of these employees all occurring in the third year of the contract, the total cost is \$675,202 over the life of the contract. There are 4,630 AFSCME employees, with the total cost of the adjustments covering two years of contract being \$4,368,790.

Based upon these figures per employee, the Teamsters cost the City \$723.69 per employee. The AFSCME contract cost the City \$943.58 per employee. If the cost of the Teamsters adjustments, \$723.69, were multiplied by the number of AFSCME employees, 4,630, the total cost under the AFSCME contract would be \$3,350,684.70. This would mean that the cost of the AFSCME contract, if the Teamsters adjustments were followed, would be \$1,018,105.30 less. This statistical analysis is further evidence that the Teamsters contract with the adjustments is no more than the AFSCME agreement and, for this reason, the recommendations here do not exceed the AFSCME settlement.

In reviewing the protection clause, the Fact Finder recognizes that there can be special wage adjustments "for particular classifications within other bargaining units where based upon personnel, recruitment and retention difficulties or special job skills." In reviewing the record made against the background of a tight job market, the skills of CEO 50 Ton is the type of skill that could cause such employees to be recruited by private contractors. The same is true with CEO's. This is particularly true in a tight job market.

As to the RCPOs, because of the comparable wage rates with suburban communities, and now that the residency requirement has been eliminated by statute, there could be retention difficulties, particularly with the job skills necessary in one-person operators.

As to VO I's and III's, the same can be said. Not only is there a monetary difference in the cost and the fact that the adjustments do not occur until the third year of the contract, there are personnel recruitment and retention difficulties and special job skills which require these adjustments. The recruitment problem in Detroit is exacerbated in that the classifications all require a CDL, and very few applicants apply who have CDLs. In addition, some of the classifications require a CDL with a Class A endorsement, which only highlights the recruitment problem.

With regard to the Line Helpers, there are seven. They are individuals who could well be subject to recruitment by one or two private utilities operating within the metropolitan Detroit area, representing a retention issue.

It is for all these reasons that the adjustments recommended here do not violate the protection clause in the AFSCME Master Agreement. These are not adjustments required to maintain the recognized traditional wage relationship to another bargaining unit classification.

These adjustments have been dictated by personnel recruitment and retention difficulties and special job skills and, furthermore, come the third year of the contract and represent, whereas AFSCME has received the adjustment in the second year of their contract. Thus any claim for further adjustment by AFSCME would require forfeiting the second year adjustments, highlighting the fact that the adjustments here do not violate the AFSCME protection clause.

There have also been some operational changes in the Department of Public Works that have been recommended that should make the Department more efficient with concomitant cost savings which are reflected in the adjustments which, to repeat, have been caused by skill problems, retention problems and recruitment problems.

#### **Airport Security Officers**

There are six Airport Security Officers at the Detroit City Airport represented by Teamsters Local 214. Presently, there is litigation before the Michigan Employment Relations Commission to determine whether these officers are subject to binding interest arbitration pursuant to Act 312, Public Acts of 1969.

It would seem that, while that matter is pending and recognizing that these officers are sworn officers with police functions, they should receive the traditional cleaning allowance for police officers since they do receive uniforms, and should receive an adjustment so as to be more akin to Detroit Police Officers. For this reason, besides the across-the-board increase and the 1% production bonus and possible 2%, depending on the City's financial condition, the Fact Finder is recommending the following:

<u>Cleaning Allowance</u>	<u>7/1/00 adj.</u>
\$250	\$0.70

It is understood that this is the recommendation covering the period from July 1, 1998 through June 30, 2001. If the Airport Security Officers are granted the right to binding interest arbitration pursuant to Act 312, the invoking of such Act 312 would be only prospective beyond July 1, 2001. It is intended that the recommendation herein as to Airport Security Officers will bring finality as to those Officers for the 1998-2000 period.

#### **Cleaning and/or Clothing Maintenance Allowance**

Presently, the following employees, exclusive of the Airport Police, receive the following:

Weights and Measures	City provides uniforms only	No cleaning allowance is provided
Property Guards	City provides uniforms only	No cleaning allowance is provided
Meter Repair	City provides uniforms only	No cleaning allowance is provided
Parks & Recreation	The City provides a uniform allowance for the purpose of purchasing uniforms only	No cleaning allowance is provided
Animal Control Officers	The City provides a uniform allowance for the purpose of purchasing uniforms only	No cleaning allowance is provided
Meter Collection	The City provides uniforms only	No cleaning allowance is provided
Meter Maintenance	No uniforms are provided	An \$85 per year cleaning allowance is provided
Equipment Operators	No uniforms are provided	An \$85 per year cleaning allowance is provided
Sign Shop Employees	No uniforms are provided	An \$85 per year cleaning allowance is provided
Traffic Investigators	No uniforms are provided	An \$85 per year cleaning allowance is provided

Project Traffic Adjusters	No uniforms are provided	An \$85 per year cleaning allowance is provided
Parking Enforcement Officers	City provides uniforms only	No cleaning allowance is provided

Teamsters 214 is asking for a \$3.00 per week for cleaning costs for those not receiving a cleaning allowance, and asking, presumably, that those receiving a cleaning allowance have that allowance increased to \$3.00 per week.

Because of the delicate nature of the economics of the City, as reflected in the economic package to be recommended, the Fact Finder will not recommend any additional cost burden to the City. In addition, the bargaining history has resulted in these provisions and there is no reason to change same.

It is for these reasons that the Fact Finder will reject the proposal of Teamsters 214 and recommend the status quo.

#### **Training Equipment Operators**

In its presentation, Teamsters 214 requested that all bargaining unit operators who are required to train other operators have their pay adjusted by \$1.00 per hour while training other operators.

The Fact Finder has reviewed the arguments, pro and con, as to the Union's request and the rationale for same. However, there is only so much that can be done in one negotiation and, for the very reasons set forth above in denying cleaning allowance, the Fact Finder believes that the contract should remain status quo. This follows because the City of Detroit can only assume so much of a financial burden.



### Deleting the Laborer Title

One of the issues separating the parties is the deletion of the laborer title. The Teamsters, presenting their case, set forth the following rationale for doing so:

Historically, all Teamster classifications operating equipment carried more than one title, one of which included the title Laborer. In prior years this title was needed because the City had only trucks and very little sophisticated equipment. The truck drivers were not only required to operate trucks, but were also required to labor as well. Today, most of the equipment operators carry three titles, one of which continues to include the title of Laborer.

The preponderance of all work assignments in Teamsters' Equipment Operator classifications is the operation of complex equipment. The Laborer title is now used more the purposes of *reprimand* than it is as a valid title and work assignment. All Equipment Operators are aware of the fact that on occasion they will be required to labor as part of their duties as Equipment Operators.

The current pay for an RCPO classification is \$13.59 per hour. The current pay for a Sanitation Laborer classification is \$11.65 per hour. When operators are assigned under laborer they suffer a loss of \$1.95 per hour, or almost \$80 per week. This loss factor affects average income by which workers' compensation pay is determined, and because pay is prorated by the number of hours worked in each title, this loss affects vacation, holiday pay, sick pay, funeral pay, etc. in the succeeding year.

It should be noted that none of the cities in this survey carry multiple titles. **All the cities reporting carry only straight titles - except the City of Detroit.** (Emphasis in original)

The Fact Finder recognizes that the figures used did not include the wage increases and adjustments recommended herein. Nevertheless, this Fact Finder is persuaded by this rationale and therefore will recommend that the Laborer title be dropped when employees within the Teamsters 214 bargaining unit attain ten or more years seniority within the bargaining unit.

However, such employees will be required to perform the duties of a Sanitation Laborer when assigned such duties.

### **Equipment Upgrades**

On the issue of equipment upgrade, after hearing the evidence, the Fact Finder is convinced that because of the skill requirements of the job, there are certain necessary upgrades affecting a few employees. These are:

- a. Emulsion Distributor Truck from VO I to VO III
- b. Minze Muck Equipment from CEO to CEO 50 Ton.
- c. Lanier Truck Mechanic to RCPO pay.
- d. Broyhill Equipment from VO I to VO III.

Because of the insufficient evidence available, it was recommended that the following equipment be surveyed by the appropriate department.

Patrol Grader  
Log Loader  
Direct Bore  
Line Helper I  
Operating Line Crew  
Semi-Truck  
30 Ton Crane  
Log Hauler  
Towing Chipper Equipment  
Track Loader Assigned to Demolition  
Traffic Investigator  
Project Investigator

The recommendation will be that upgrades will be made as set forth above and that the additional positions be surveyed by the appropriate Department.

### **Snow and Ice Removal/Areas of Jurisdiction**

The Fact Finder begins with the proposition that the City has a paramount management right to assure that snow removal be efficient and effective; that because of winter weather conditions in Detroit, the City cannot necessarily predict forecoming snow conditions. Because of the necessity to address snow removal, the City has employed private subcontractors, and there is no reason why this cannot continue. The recommendation that follows recognizes the right of the City to subcontract and move with dispatch.

The issue framed in the snow removal controversy is set forth in the following submission by Teamsters Local 214:

The City of Detroit truck drivers and equipment operators have always been responsible for snow and ice removal from City streets. Prior to the mid-1980's, Detroit had the equipment and the experienced drivers to perform this work. The bulk of all snow and ice removal operations came from the Department of Public Works.

However, in the early and mid-1980's the Department of Public Works purchased equipment that was not capable of mounting plows or salt spreaders. The loss of the majority of the DPW trucks to this operation limited the amount of equipment that could be assigned to this activity. Equipment assigned to the Water Board, the Parks and Recreation Department, and the 19th Street Maintenance garage were forced to carry the full responsibility of snow and ice removal operations in the City.

The limited number of equipment assigned soon caught up with the City during several major snow and ice storms, embarrassing the City administration. During the storm of 1998, there were only 19 pieces of equipment available to remove the snow and ice that fell. However, in 1999 during another snowstorm, the City subcontracted many private contractors to perform this work including bringing in the State of Michigan and Wayne County trucks.

Although the City had the qualified operators to perform this work, it did not have the equipment. City employees sat home while private contractors enjoyed a windfall in overtime monies paid by the City.

The Department of Public Works ordered and took delivery of approximately 40 new pieces of equipment, all capable of mounting plows and salt spreaders.

The geographic areas that each City department is responsible for have been spelled out and in effect for years, i.e., enclosed is the work area that the Department of Public Works is responsible for. However, when this Local Union requested the same information from other departments, those departments were told 'not to provide it.'

Normally, we would consider such refusal by these individual departments as a refusal to bargain, and would file the appropriate charge. We did, however, opt to negotiate our request for the inclusion of the existing policies in this fact finding case.

Union's Position:

1. Direct each department to submit, in writing, its present snow removal policy and area of jurisdiction.
2. To include the existing snow and ice removal plans contained in each department's policies into the agreement; and
3. To include the following language: 'Before any subcontractor is assigned to these work areas that fall under the jurisdiction of this bargaining unit that bargaining unit employees be offered such work first provided they are qualified to perform the work and the department has the appropriate equipment.'

Attached is only the DPW's snow removal policy.

The Fact Finder agrees that each Department in the City, on an annual basis, should submit its snow removal policy and area of jurisdiction. This should not be included in the contract, except there should be a statement that the annual Departmental policies should be

submitted to the Teamsters Local 214 by October 15 of each year. In addition, there should be language in the agreement providing that if the City chooses to use subcontractors assigned to remove snow in Departments under the jurisdiction of Teamsters Local 214, that bargaining unit employees be offered such work first or simultaneously with the subcontractors provided the employees are qualified and available to perform the work as required and that they are prepared to respond within a reasonable time and the Department has the appropriate equipment. In executing this provision, the Department, at its option, may institute a weekly or monthly sign up sheet where employees can list whether they are available for snow removal, and that if an employee does not sign said list, then that the City will not be obligated to call said employees. But nothing herein would prevent the employee from being called in inverse order.

In making the recommendations above as to snow removal, the Fact Finder appreciates that the City has inaugurated a new program as to clearing residential streets, as contrasted to the streets previously cleared by the City, wherein the City intends to use subcontractors. The residential cleanup has not been work assigned to Teamsters Local 214. As long as the subcontractors are used for residential work and are not utilized to defeat the above recommendations, these recommendations do not affect the new residential snow removal program.

These are the recommendations as to snow removal.

#### **DPW Issues**

There were a number of issues involving Teamsters Local 214 and the Department of Public Works. The parties entered into a memorandum of understanding which is attached hereto as Appendix A. This memorandum deals with various "DPW Issues," The cross-outs and

the highlights represent tentative agreement of the parties. The additions that are in parentheses are the recommendations of the Fact Finder. The Fact Finder has considered the respective positions of the parties and the recommendations are designed to be consistent with the parties' respective positions. It is hereby recommended that the following changes be made to the attached Appendix A.

At paragraph 4, instead of "within 30 days of April 15 and November 15," the recommendation shall be "within 20 days of April 15 and November 15."

As to paragraph no. 5, it should also include "inside the yard."

With these modifications, the memorandum is hereby the recommendation of the Fact Finder.

#### RECOMMENDATIONS

The Fact Finder hereby incorporates the recommendations as set forth in the body of the Report above.

  
GEORGE T. ROUMELL, JR.  
Fact Finder

October 11, 2000

1998-2001 Teamsters, Local 214  
Proposal Date: 8/31/00

City Proposal: Modify  
City Initials: \_\_\_\_\_  
Teamsters Initial: \_\_\_\_\_  
TA'D Date: \_\_\_\_\_

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS,  
LOCAL #214**

**RE: WORK ASSIGNMENT ISSUES (DPW)**

1. ~~All VOI's in the Solid Waste Street Maintenance Division will have an opportunity to receive training as on VOIII and CEO equipment, provided they have the proper endorsements:~~
  - Training will proceed as needed in accordance with Master Agreement.
  - The most senior VOI's at the yard who have been trained as and certified on VOIII and CEO equipment will be assigned as VOIII/CEO's on an out-of-class basis as necessary.
  - Status changes to CEO/ VOIII/VOI will proceed as needed in accordance with the Master Agreement.
2. Employees holding the title of RCPO will not be assigned to CEO, VOIII or VOI work assignments if there are any CEO's or VO's available in the yard with the proper title or CEO's or VO's available in the yard who have been trained to perform the work.
3. Employees hired for the purpose of operating one-man packers shall carry the multiple-title of Refuse Collection Packer Operator/Vehicle Operator I/Sanitation Laborer. RCPO seniority shall be used in assigning employees at each yard to work assignments in the following order: 1) Automatic One-Man Packers, 2) ~~Manual One-Man Packers or~~ Alternate RCPO assignments, 3) Vehicle Operator I equipment, and 4) Sanitation Laborer work.
  - RCPO's when assigned to one-man packers or alternate RCPO assignments will be paid at the RCPO rate.

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- RCPO's when assigned to VOI assignments will be paid at the VOI rate.
- ~~Effective March 1, 1987 RCPO's when assigned to Sanitation Laborer work assignments will be paid at the maximum of the Sanitation Laborer rate.~~
- Effective July 1, 2000, the title of Sanitation Laborer shall be dropped from those RCPO's with fifteen (15) or more years of classification seniority. Such employees when assigned to Sanitation Laborer work shall be paid at the VOI rate. However, such employees will be required to perform the duties of a Sanitation Laborer when assigned such duties.

Employees returning from illness or leave of absence shall be returned to the assignment which he/she had prior to the absence based on his/her seniority. If the employee has been away from work for an extended period, some period of reorientation or retraining may be required.

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4. The Bulk and Courville collection operations within the Solid Waste Division shall be recognized as being separate and distinct operations for the purposes of making overtime assignments. Employees will have the opportunity to pick their operation assignment, based upon seniority and qualifications, twice per year, once prior to the seasonal assignments being made, and again at the conclusion of the seasonal assignments. Unless extenuating circumstances dictate otherwise, the picks shall occur within 30 days of April 15, and November 15. Either the City or the Union may request to review this procedure, in accordance with Article 11 - Special Conferences.

Overtime assignments within the Solid Waste Division shall be made as follows:

- If it is determined by management that the day's assignment can be completed within 90 minutes of the end of the shift, employees may be required to remain in the field for an additional 90 minutes to complete the assignment. This is known as casual overtime.
- If it is determined by management that the assignment cannot be completed within 90 minutes of the end of the shift, or when overtime is need for a make-up day or scheduled assignments worked on a holiday or excused time day, overtime shall be assigned off a volunteer list. Employees wishing to sign the volunteer list shall submit their names to their supervisor by 12:00 p.m.. Once



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placed on the volunteer list, an employee must report for the overtime assignment, except if excused by their supervisor in the case of an unforeseen emergency. Failure to report will result in the following disciplinary action:

First Offense:	Verbal Warning
Second Offense:	Written Warning
Third Offense:	The employee will be ineligible to work volunteer overtime for 14 calendar days; but will be subject to inverse overtime.
Fourth Offense:	The employee will be ineligible to work volunteer overtime for 30 calendar days, but will be subject to inverse overtime.

Further violations may result in more restrictive discipline, including suspension.

Employees working within the operation needing the overtime shall be assigned first, by seniority. If there are not enough volunteers from within the operation, volunteers from outside the operation shall then be assigned, in seniority order, for available assignments. If additional manpower is still needed, employees shall be assigned in inverse seniority order, from a common list of employees at the location. Employees assigned from the inverse seniority list shall not be required to work more than six four hours of overtime per week Monday through Friday from the inverse list.

- Overtime as a result of a special event, or sixth or seventh day overtime in the Bulk Operation, shall be assigned from the volunteer list. Assignments shall be in seniority order, regardless of the operation. If there are insufficient numbers of volunteers, additional employees shall be assigned from the inverse list.
- 5. The City and Union agree to continue the understanding whereby the RCPO class was broadened to include the following as alternate work assignments in the Solid Waste Division: Street Sweepers, Log Loader Truck, Vac-All Vacuum Sweeper, Gasoline Tank Truck, Bulldozers and Front-end Loaders for stockpiling or loading materials.
- Such alternate assignments are subject to the conditions stated in paragraph 5.

- RCPO's when assigned to these alternate work assignments inside the yard will be paid at the RCPO rate.
  - All RCPO's will be provided training in all series one-man trucks and the alternate assignments at each yard in order of their seniority. Such training shall commence immediately upon execution of the Master Agreement.
  - **CEO's operating Bulldozers and Front End Loaders will be paid at the CEO rate.**
6. In the event an Automatic one-man packer is out-of-service at the beginning of the work shift, the RCPO regularly assigned to the vehicle shall be assigned to another available Automatic one-man packer or displace the least senior RCPO at the yard assigned to an Automatic one-man packer. The RCPO who is displaced shall then be reassigned in accordance with paragraph 5.
- If an RCPO's equipment breaks down within four (4) hours of the start of the shift and he is reassigned to other work, he shall be paid at the RCPO rate for the first four (4) hours and at the appropriate rate for the work performed during the remainder of the shift. If the RCPO has over five years of class seniority, he shall get no less than the VO I rate of pay for the work performed during the remainder of the shift. If the equipment breaks down after four (4) hours from the start of the shift, he shall be paid at the RCPO rate for the entire day regardless of work assigned.
7. New employees in the Solid Waste Division will continue to be hired as RCPO/VOI/Sanitation Laborer.
8. ~~The number of dual-title VOI/Sanitation Laborers in the Solid Waste Division shall be limited to a maximum of twenty (20) employees, the current number in the Division.~~
9. Both RCPO's and VOIII's will have the opportunity to bid for CEO positions in DPW using their seniority in these two classifications. RCPO's hired on or before July 1, 1983 shall have July 1, 1983 established as their effective class seniority date for purposes of such bidding.
10. The Scale House ~~at the Asphalt Plant~~ in Street Maintenance will be operated by bargaining unit members. The department has the right to assign additional bargaining unit members to this activity ~~from the pre-qualified list~~ on a part-time basis. Any such additional employee shall receive adequate instruction in Scale House operations.

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11. The DPW will provide proper breathing protection equipment to employees assigned to the "wash rack." Employees who do not wear required protective equipment may be subject to disciplinary action in accordance with departmental disciplinary guidelines.
12. The DPW has established the following minimum work standards in an eight (8) hour day for the equipment used in the Solid Waste Division:

#### BULK OPERATIONS

<u>TYPE OF EQUIPMENT</u>	<u>MINIMUM STANDARD</u>
Log Loader	4 loads
Rear Loader (2 Person)	2 loads
Open Truck	4 loads
<del>Side Loader (2 Person)</del>	<del>2 loads</del>

#### REFUSE OPERATIONS

Rear Loader	2 loads
Heil* Automatic Side Loader	750 plastic containers
Emco*	500 plastic containers
<del>One-Man Manual</del>	<del>27,500 lbs.</del>

\*These standards are based upon the type of equipment in use at the signing of the agreement. Should the Department introduce new or different manufactured vehicles, the parties agree to meet in special conference to discuss minimum work day standards..

The DPW recognizes that there may be some extenuating circumstances which may prevent an employee from meeting the minimum standard on a particular day. Such extenuating circumstances may include vehicle breakdowns, malfunctioning equipment, obstructions, availability of refuse, or other verified occurrences including those now presently recognized by the department. The occurrence of such extenuating circumstances shall be noted by the employee on the driver's daily log sheet.

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The DPW agrees to issue standardized instructions to all supervisors and foremen on the application of these standards. Such instructions shall include language that employees are entitled to a meal period and breaks as provided in the Supplemental Agreement and are expected to take such breaks at appropriate times.

NOTE: Should an operator fail to meet the minimum **weight** standard, a management will take into account the availability of refuse and excessive delays due to breakdowns, travel time, and severe weather conditions. Discipline shall be held in abeyance until all facts have been presented and reviewed by a supervisor or higher level of management assigned to the district.

13. Bargaining unit members recognize the importance of the Department's responsibility to remove snow and ice from municipal streets. To accomplish this goal, employee's covered by this agreement will make themselves available when notified of a ~~standby situation for~~ adverse weather conditions. The Department will post a list of employees who are to be ~~on standby~~ and available for emergency operations. Employees who do not report for duty or who make themselves unavailable for duty will be subject to disciplinary action unless mitigating circumstances dictate otherwise. Details for the creation of the ~~standby~~ "on notice" list shall be a proper subject for supplemental negotiations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Joseph Valenti, President  
Teamsters, Local #214

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Roger N. Cheek, Director  
Labor Relations Division