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STATE OF MICHIGAN
MICHIGAN EMPLOYEE RELATIONS COMMISSON

IN THE MATTER OF:

THE CITY OF PINCONNING,

Employer,

and

M.E.R.C.

Case No. L91 B-0910

LOCAL NO. 486, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
AFL-CIO,

Union

FINDINGS OF FACT

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LIST OF EXHIBITS

City of Pinconning/Local No. 486

The following list of Exhibits was introduced and admitted into evidence for purposes of the Fact Finding Hearing:

Section 1 - Union Documents

- U-1 Open Issues
- U-2 Union's October 8, 1993 position on issues
- U-3 Union's December 20, 1993 position on issues
- U-4 Wage Survey as of 11/93
- U-5 Holidays Survey
- U-6 Sample contracts from other cities (6 contracts total)
- U-7 Newspaper clippings.

Section 2 - City Exhibits

- C-1 City Charter
- C-2 Certification
- C-3 Proposed contract by City
- C-4 List of Communities by individual income
- C-5 Newspaper Article
- C-6 Newspaper Article
- C-7 List of personnel activity regarding lay-offs, production, attrition
- C-8 Current Employee Benefit information as of 7/94
- C-9 1994 Health Insurance Premiums
- C-10 City Budget Information
- C-11 City Budget Worksheets
- C-12 Financial Statements for the City of Pinconning/1992
- C-13 Financial Statements for the City of Pinconning/1993
- C-14 Agreement between City of Pinconning and Police Officers Association of Michigan
- C-15 Handbook, *Municipal Employees' Retirement System*
- C-16 Comparison of Relevant Statistics between the City of Pinconning and other nearby cities, villages and townships
- C-17 MCLA Section 141.906 - definitions relative to tax burden

STATEMENT OF PROCEEDINGS

On January 17, 1994 following collective bargaining negotiating sessions which left many issues resolved, the Teamsters Local Union 486 filed Petition for Fact Finding with the Michigan Employment Relations Commission. Eugene Lumberg was appointed as Fact Finder and a pre-hearing meeting was held on June 14, 1994. Hearings were scheduled for August 4, 1994 and August 26, 1994 at the Pinconning City Hall. The Hearing was held on August 4, 1994 with both the City and the Union submitting exhibits and Briefs. No witnesses were called and both sides rested. After reviewing the admitted evidence and Briefs, the Fact Finder finds as follows:

Section 1.

That the Contract shall follow the standard recognition clause of the MERC Decision pursuant to the exhibits submitted.

Section 2. Management Rights.

So as to preserve the enforceability of the Contract, the City will maintain decision rights over all future management decisions except those clearly specified in any labor agreement entered into by the City and the Union.

Section 2.a. Subcontracting.

Since Subcontracting would be detrimental to the members in the Union, Subcontracting will be allowed only when Union employees are not available with the necessary qualifications and/or equipment so as to protect the employment status of the

Union members.

Section 3. Vacations.

After twenty (20) years of service, all Union members will receive four (4) weeks of vacation as a benefit for twenty (20) years of longevity.

Section 4. Holidays.

That all Union employees be treated equally in receiving paid days off for holidays as all other City Employees. When City Hall is closed and those employees working in City Hall receive a day off, all Union employees shall receive that same benefit.

Section 5. - Insurance.

That the City is to pay all of the insurance premium on behalf of Union Workers subject to a co-pay, if and only if all other City employees, including the police department also have a co-pay arrangement. This is another situation where all City employees shall be treated equally.

As to the second issue, it is the finding that the City should not provide non-duty disability insurance plan.

Section 6. - Wages.

That wage increases should be retroactive back to July, 1991, as this was the date of the last wage increase. Based on Exhibits presented by both parties, it is the finding that a wage increase as the City has proposed, is appropriate.

Section 7. - Total Agreement.

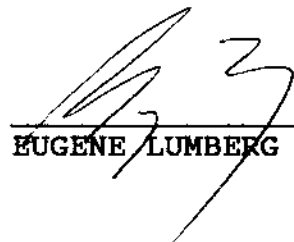
That the Contract shall contain a clause that it is to be

construed as the total agreement between the parties, thus eliminating any conflicting agreements in the past and ensure that both parties are aware and understand all issues involved.

Section 8. - Temporary Employees.

That anyone hired under the Job Training Partnership Act or directed to perform community service or any other employee hired on a temporary basis shall not be considered part of the bargaining unit. This should be done so that none of these individuals would cause a loss of regular work or overtime by Union employees. While this type of work cannot be eliminated completely, these temporary employees shall not be considered part of the bargaining unit.

Dated: 11/21/94


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