

STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC GROWTH
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

CITY OF DETROIT

Employer

MERC Fact Finding Case No:
D01 A-0111

and

POLICE OFFICERS LABOR COUNCIL

Union

Unit Involved: Security &
Maintenance Employees
Herman Keifer Facility
Employees of City of Detroit
Health Department

REPORT AND RECOMMENDATION OF FACT FINDER
ON ISSUES PRESENTED TO HIM

Pursuant to Section 25 MCL 423.25 of the Labor Mediation Act of 1939 as amended and Part 3, Rule 137, R423.137 of the Employment Relations Commission's General Rules, the Fact Finders prepares and submits his Report and Recommendation on the issues presented him at the onset of the Fact Finding proceedings. This report and recommendation of the Fact Finder will set forth each party's position on these issues and the Fact Finder's recommendations with a discussion of the basis for the Fact Finder's recommendation on each of the issues.

Hearings were held on November 6, 2003 and February 25, 2004. Present at both hearing for the POLC were Danny Bartley, POLC staff representative and employees Gregory Smith and Marvin Hanberry. Present at the February 25, 2004 hearing was Attorney Mark Douma. Present at both hearings for the City of Detroit were Shawn Junior and Allen Lewis. Also present at the February 25, 2004 hearing was Clifford Jones.

FACTS

The unit of employees is part of the City of Detroit's Health Department. There are approximately 20 employees in the unit; all the employees work out of the City's Herman Keifer facility. There are 15 service guards; the City of Detroit requires these service guards to wear a regulation police officers uniform to work. There is one Assistant Store Keeper, one Laborer A, and three mechanic helpers. The POLC has represented this unit of employees for approximately 15 years. Prior to that, this unit of employees was represented by the SEIU; the SEUI represented this unit of employees for several years.

The City of Detroit employs approximately 12,000 civilian employees; 7,000 employees of the City of Detroit are represented by labor unions. AFSCME represents 4,500 of the City of Detroit's represented employees.

REPORT AND RECOMMENDATION ON ISSUES PRESENTED

1. DURATION:

- A. POLC and City of Detroit TAed a 4 year contract effective July 1, 2001 through June 30, 2005.
- B. Fact Finder Recommendation: A 4 year contract effective July 1, 2001 through June 30, 2005 as the duration of the contract has been TAed to by both parties.

2. WAGES:

A. POLC proposal:

7-1-01 through 6-30-02	0% increase
7-1-02 through 6-30-03	0% increase
7-1-03 through 6-30-04	2% increase
7-1-03 through 6-30-04	50¢ per hour all bargaining

	unit employees as special wage adjustment
Date of Union ratification	\$400.00 bonus to employees on City's payroll and in bargaining unit
7-1-04 through 6-30-05	2% increase

Basis for POLC's position: Other bargaining unit employees have received the 50¢ per hour special wage adjustment and the entire bargaining unit should receive the 50¢ per hour wage adjustment retroactive to July 1, 2003 even though the only bargaining units whose 50¢ per hour special wage adjustment was retroactive to July 1, 2003, ratified their contracts shortly after July 1, 2003. Similarly, the 2% increases is what the other bargaining units received as well s the \$400.00 bonus for employees in the bargaining unit and on the payroll on the date the bargaining unit ratifies the contract.

B. City of Detroit proposal:

7-1-01 through 6-30-02	0% increase
7-1-02 through 6-30-03	0% increase
7-1-03 through 6-30-04	2% increase
Date of Union Ratification	50¢ per hour to following classifications only Service Guards and Assistant Store Keeper as a special wage adjustment
Date of Union ratification:	\$400.00 Bonus only to bargaining unit employees on the City of Detroit's payroll on Union's ratification date.
7-1-04 through 6-30-05	2% increase

Basis for City of Detroit's position: The 50¢ per hour special wage adjustment is only provided to classifications of City employees whose hourly wage rates are not comparable with similarly situated employee classifications in the public and private sector in the metropolitan area. Thus, only the service guard and Assistant Store Keeper classifications are to receive the 50¢

per hour special wage adjustment. AFSCME represents similar classification of Laborer A and Mechanics Helpers and these classifications did not receive the 50¢ per hour special wage adjustment. The City of Detroit has most favorite nation language in its contracts; thus, if the Laborer A and Mechanics Helper classification received the 50¢ per hour special wage adjustment, there would be a couple hundred Laborer A and Mechanics Helpers who would then receive the 50¢ per hour special wage adjustment. The 50¢ per hour special wage adjustment is to be effective with the union ratification; the only retroactive applications of the 50¢ per hour special wage adjustment went back a few weeks from the date of the union ratification and not back nine months.

C. Fact Finder Recommendation:

7-1-01 through 6-30-02	0% increase
7-1-02 through 6-30-03	0% increase
7-1-03 through 6-30-04	2% increase
3-1-04 through 6-30-04	50¢ per hour as a special wage adjustment to following classifications of Service Guard and Assistant Store Keeper
Date of union ratification:	\$400.00 bonus
7-1-04 through 6-30-05	2% increase

The percent and the cents per hour increases shall be built into the employees' base hourly rate on and after the effective date of the increases. Employees who are employed by the City of Detroit and in the bargaining unit on the dates percent and hourly rate increases are to become effective but are not in bargaining unit and on City of Detroit payroll when the contract is ratified are to receive the percent increase(s) and the hourly rate increase for the length of time the were on the City's payroll and in the bargaining unit.

Basis for Fact Finder's Recommendation: The City of Detroit's position is persuasive that the 50¢ per hour special wage adjustment be provided only the service guard and assistant store keeper classification. AFSCME was unable to obtain the 50¢ per hour special wage adjustment for the Laborer A and Mechanic Helper classifications and AFSCME represents a couple hundred members in these classifications. With the most favored nation language in the AFSCME contracts, those classifications would receive the 50¢ per hour special wage adjustment even though AFSCME was unable to negotiate it for these classifications. I will not recommend a situation where the tail wags the dog.

The Fact Finder recommends the 50¢ special wage adjustment be made retroactive from March 1, 2004; providing a short retroactive period of payment of this increase is in keeping with what the City of Detroit has done with some of its bargaining units. I rejected the union's position of making the 50¢ per hour special wage adjustment retroactive to July 1, 2003.

3. UNUSED SICK DAYS PAYOUT UPON RETIREMENT:

A. POLC's position: Originally wanted 100% payout of unused sick days upon retirement. Subsequently, the POLC has agreed to the City of Detroit's proposal of payout of 60% of unused sick days upon retirement from the City of Detroit.

B. POLC and City of Detroit have TAed the proposal of the City of Detroit of a payment of 60% payout of unused sick days upon retirement from retirement from the City of Detroit.

C. Fact Finder's Recommendation: 60% payout of unused sick days upon retirement from the City of Detroit.

Basis of Fact Finder's Recommendation: The parties have TAed the City of Detroit's proposal.

4. CLOTHING & CLEANING ALLOWANCE:

A. POLC proposal: City of Detroit to provide uniforms to service guards and cleaning allowance of \$250.00 effective as of October 2004 and each October thereafter.

Basis of POLC's proposal: The City of Detroit requires its service guards to wear a regulation police officer uniform. The POLC's proposal is the same language that is contained in the patrol officers' contract. The service guard uniform is comprised of two pair pants, 3 winter shirts, 3 summer shirts, 1 had, 1 jacket with lining that zips in and out, 1 tie and 1 belt.

B. City of Detroit's proposal: Effective October 2004, increase the service guards' uniform allowance to \$350.00 from \$170.00.

Basis of City of Detroit's proposal: This is more than a doubling of what the City has provided in the past which is a substantial increase in the employees uniform allowance.

C. Fact Finder's Recommendation: City of Detroit to provide service guards with uniforms and effective in October of 2004, a cleaning of uniform allowance of \$250.00 in October of 2004 and each October thereafter, \$250.00.

Basis of Fact Finder's Recommendation: Since the City of Detroit requires the service guards to wear a police officer uniform and the City of

Detroit has the same language in its police officers contract as the POLC is requesting, the Fact Finder recommends the City of Detroit offer and afford its service guards the same benefit.

5. RETROACTIVITY:

A. POLC's position: The 2% increase and 50¢ per hour special wage adjustment for 2003 are to be retroactive to 7-1-03 for the entire bargaining unit.

Basis for POLC's position: Has been stated in the discussion of the wage issue and need not be repeated.

B. City of Detroit's position: 2% increase retroactive to 7-1-03. The 50¢ per hour special wage adjustment from date of Union ratification only for service guards and assistant store keeper classification.

Basis for City of Detroit's position: Has been stated in the discussion of the wage issue and need not be repeated.

C. Fact Finder Recommendation: 2% increase retroactive to 7-1-03. The 50¢ per hour special wage adjustment retroactive to 3-1-04 only for service guards and assistant store keeper classification.

Basis for Fact Finder's position: Has been stated in the discussion of the wage issue and need not be repeated.

6. HAZARDOUS DUTY PAY:

A. POLC's position: The service guards are entitled to an additional wage adjustment in the form of hazardous duty pay.

Basis for POLC's position: The service guard position has become more inherently dangerous with the type and kind of clientele that visits the health department at the Herman Keifer facility. The hazardous duty pay would compensate the service guards for the added risk involved with their jobs.

B. City of Detroit's position: Neither the police officers nor the fire fighters receive hazardous duty pay; thus, the service guards are not entitled to receive it.

Basis for City of Detroit's position:

C. Fact Finder Recommendation: In light of the fact neither the police officers nor fire fighters receive hazardous duty pay, the service guards are not entitled to an additional wage adjustment in the form of hazardous duty pay.

7. UPDATED TRAINING:

A. POLC position: The City of Detroit is to provide initial and training updates to prepare the service guards to properly perform their jobs by permitting the service guards to attend related training programs. Also a training agenda is to be prepared which will enable the City and Union to determine objectives and coordinate updates in training.

B. City of Detroit's position: It is management's prerogative to determine the training programs it offers its employees, when and if training is to be provided, to decide the manner and method that the employee are to do their work. Additionally, there currently exists in the parties' contract, Article 9, Special Conferences, a mechanism to discuss this type of issue.

C. Fact Finder's Recommendation: The parties should avail themselves of Article 9's Special Conference mechanism. Further, the City of Detroit is to make every effort to offer training to its service guards and the City should meet and discuss with the Union the setting up of a training agenda.

8. PURPOSE AND INTENT LANGUAGE:

A. City of Detroit has proposed a change in the purpose and intent language in all of its contracts to express the current Mayor's vision for the City.

B. POLC and City of Detroit have TAed the proposed change.

C. Fact Finder's Recommendation: The changes to the purpose and intent language as TAed by the parties.

9. The parties have tentatively agreed to several articles and these tentatively agreed provisions shall be placed into the new agreement. Similarly, Articles and provisions of Articles have not been changed and shall be placed in the new agreement unchanged. Finally, in negotiating with other bargaining units, have agreed to changes that it has incorporated into the bargaining unit's contract that is beneficial to the bargaining unit. These changes are to be incorporated into the collective bargaining agreement.

SUMMARY OF FACT FINDER RECOMMENDATIONS

1. DURATION:

Fact Finder Recommendation: A 4 year contract effective July 1, 2001 through June 30, 2005 as the duration of the contract has been tentatively agreed to by both parties.

2. WAGES:

Fact Finder Recommendation:

7-1-01 through 6-30-02	0% increase
7-1-02 through 6-30-03	0% increase
7-1-03 through 6-30-04	2% increase
3-1-04 through 6-30-04	50¢ per hour as a special wage adjustment to following classifications of Service Guard and Assistant Store Keeper
Date of union ratification:	\$400.00 bonus
7-1-04 through 6-30-05	2% increase

3. UNUSED SICK DAYS PAYOUT UPON RETIREMENT:

Fact Finder's Recommendation: 60% payout of unused sick days upon retirement from the City of Detroit.

4. CLOTHING & CLEANING ALLOWANCE:

Fact Finder's Recommendation: City of Detroit to provide service guards with uniforms and effective in October of 2004, a cleaning of uniform allowance of \$250.00 in October of 2004 and each October thereafter, \$250.00.

5. RETROACTIVITY:

Fact Finder Recommendation: 2% increase retroactive to 7-1-03. The 50¢ per hour special wage adjustment retroactive to 3-1-04 only for service guards and assistant store keeper classification.

6. HAZARDOUS DUTY PAY:

Fact Finder Recommendation: In light of the fact neither the police officers nor fire fighters receive hazardous duty pay, the service guards

are not entitled to an additional wage adjustment in the form of hazardous duty pay.

7. UPDATED TRAINING:

Fact Finder's Recommendation: The parties should avail themselves of Article 9's Special Conference mechanism. Further, the City of Detroit is to make every effort to offer training to its service guards and the City should meet and discuss with the Union the setting up of a training agenda.

8. PURPOSE AND INTENT LANGUAGE:

Fact Finder's Recommendation: The changes to the purpose and intent language as TAed by the parties.

Respectfully submitted,



Hiram S. Grossman
Fact Finder

3-23-04