

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

**In the matter of Fact Finding between**

**GROSSE POINTE PUBLIC LIBRARY**

**-and-**

**MICHIGAN EDUCATION ASSOCIATION  
MEA-NEA**

**(Grosse Pointe Public Librarians Association,  
MEA-NEA Local 1 and Grosse Pointe Public  
Library Support Personnel Association, MEA-NEA)**

**Case Nos. D02C0378 and D02C0379**

**APPEARANCES:**

**Steven H. Schwartz, Esq.  
For Grosse Pointe Public Library  
Steven H. Schwartz & Associates, P.L.C.  
31600 West Thirteen Mile Road, Suite 125  
Farmington Hills, MI 48034**

**Daniel J. Hoekenga, Esq.  
For Michigan Education Association, MEA-NEA  
38550 Garfield Road, Suite B  
Clinton Township, MI 48038**

**FACT FINDERS REPORT, FINDINGS  
AND RECOMMENDATIONS**

**Background:**

In or about July 1994, the Grosse Pointe Public Library, hereinafter the Library or the Employer was established. Prior to 1994, the Grosse Pointe Public Schools operated the City's public libraries. Upon creation of the Library, the Grosse Pointe Public Schools transferred all responsibility for the operation and maintenance of the City's public libraries to the Library. The Libraries boundaries were to be the same as the Grosse Pointe school district and included all of the Grosse Pointe municipalities (the Park, the City, the Farm, the Woods and the Shores) as well as a portion of the City of Harper Woods. Permanent funding for the Library came with voter approval of a 1.7 mils operating millage in perpetuity.

Pursuant to earlier litigation and the "Transfer Agreement", the Library was to employ all of the then current employees of the Grosse Pointe Public Schools who were assigned to the public library operations of the schools if such employees desired a transfer. It was also to pay wages and benefits to employees who transferred at a level not less than that which they had received from the Grosse Pointe Public Schools as of June 30, 1994. This obligation was for a one-year period. The Library was required to make contributions to the Michigan Public School Employees Retirement System, MPSERS, for each person who transferred. Twenty-nine employees exercised their option under the "Transfer Agreement".<sup>1</sup> The parties refer to these employees as the pre-1994 employees. The pre-1994 employees were paid substantially higher wages than those employees hired after 1994, hereafter referred to as the post-1994 employees. Further, the post-1994 employees, unlike the pre-1994 employees, were not afforded membership in MPSERS. Litigation began on August 7, 2002 over this issue (the exclusion of the post-1994

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<sup>1</sup> Of the twenty-nine who transferred, a total of nine remain in both bargaining units. The remaining nine are: Helen Gregory, Anthea (Diana) Howbert, Margaret Kitchel and Leslie Wutzke in the librarians unit and Carol Evans, Marjorie Hillgendorf, Claire Kreher, Lillian Neumann, and Catherine White in the support staff unit.

employees from MPSERS) resulted in a finding on November 2, 2002, that they were not improperly excluded and that the "retirement plan specified in the collective bargaining agreement then takes precedence..." for the post-1994 employees. Petitioners' application for leave to appeal this ruling was denied on December 9, 2003. An appeal of this ruling was filed with the Michigan Supreme Court in January 2004.

Employees of the Library, librarians and support staff, are represented by Michigan Education Association, MEA-NEA, hereinafter the Union or Petitioners, in two separate bargaining units. The librarians are represented by the Grosse Pointe Librarians Association, MEA-NEA and the support staff by Grosse Point Library Support Personnel Association, MEA-NEA. The parties have negotiated two prior collective bargaining agreements covering the employees in the units set forth above, the last of which expired on June 30, 2002. The instant controversy grows out of their negotiations for a third agreement and their inability to reach agreement. The parties have had four sessions with mediator Micki Czerniak, but have been unable to reach agreement. Petitioners filed the instant petitions for fact-finding on March 18, 2003. On May 22, 2003, the Michigan Employment Relations Commission, MERC, finding that the conditions precedent to fact-finding existed, appointed the undersigned to serve as fact-finder in both cases pursuant to Public Act 176.

#### **Issues In Dispute:**

The undersigned requested at hearing that each side define the issues that they wanted me to address. Briefly stated, Petitioners maintained that all bargaining unit employees in each unit are entitled to a wage increase. Petitioners proposed to increase wages as set forth infra, tables A and B and rejected any proposal on wages that was tied to the "early retirement" of pre-1994 employees in either bargaining unit. Petitioners argued also that the Library's "early retirement/buyout" offer and its proposal to increase matching pension 403(b) plan contributions, should be put back on the bargaining table. The Library contends this is not an issue for "fact finding" and that both proposals were withdrawn when the parties failed to reach a contract. Counsel argued that they were

privileged to withdraw these proposals and if Petitioners want to challenge this, the proper forum is an unfair labor practice proceeding. I note that Petitioners have filed unfair labor practice charges against the Employer. Petitioners also sought an increase in the amount the Employer contributed to the employees "allowance" for a cafeteria insurance plan, an increase in long-term disability coverage, LTD, and a change in the current "stipend" paid to branch coordinators, all of which will be discussed more fully infra.

The Employer contends that the pre-1994 librarians are not entitled to any compensation increase because they already "are paid substantially above the market place". It proposes increases for the pre-1994 support staff as set forth on table D infra. The Library wants to "significantly increase both the starting and maximum salary levels..." for support staff and librarians hired after 1994, but cannot "make significant changes while the pre-1994 support staff and librarians maintain their current compensation and pension." The Library wants to use the "savings" it would garner if certain pre-1994 employees retired, to significantly increase the base salaries for the post-1994 employees. Absent these retirements, the "only appropriate adjustments are moderate salary increases for the post-1994 [employees] over a 3-year period." The Library also maintains that the base level of compensation for pre-1994 employees has been increased by the cafeteria plan for health, dental and vision insurance, for which it is currently paying \$5,500.00 per employee. It contends that "the over-whelming majority of the bargaining unit(s) is either single or elects to waive health insurance coverage ..." and an employee "who completely waives health insurance, all of the money that would have gone for health insurance, is paid in cash..." to the employee. The Library's wage proposals at hearing are set forth infra on tables C and D. The Library proposes to increase the cafeteria insurance plan allowance as discussed infra.<sup>2</sup> It does not want to increase LTD coverage, and would increase the current \$2,800.00 stipend of branch coordinators by at least \$1,000.00 per year, as discussed more fully infra.

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<sup>2</sup> As of July 1, 2003, the Employer raised the cafeteria insurance allowance for non-unit employees Bloom, ZurSchmiede and Balchunis to \$6,750.00 with the promise that this amount would increase if the amount paid to unit employees increased.

Prior to the start of the hearing in these cases, the parties submitted to the undersigned literally thousands of pages of exhibits/documents for review. After the initial submission, rebuttal materials were exchanged and submitted to the undersigned. I have spent a considerable amount of time pre and post hearing reviewing these materials in addition to the LBO's and post hearing briefs I received from the parties. On the basis of my review of all of the materials herein, including the evidence/testimony presented at the hearings held on September 22, October 10, November 3, December 8 and 19, 2003, and January 19 and 22, 2004, I make the following findings and recommendations.

### **Standards To Be Used by Fact-Finder**

In his opening statement Petitioners' Counsel noted that while the criteria "which the fact-finder is to utilize are not prescribed in either statute or the Commissions' rules, fact-finders have historically relied upon the factors set forth (MCL 423.239) as the basis for their recommendations." Counsel for the Library basically agreed that these are the criteria the undersigned should utilize.<sup>3</sup> While I recognize this is not an Act 312 proceeding, I agree with the parties that the criteria specified in Act 312 (MCL 423.239) will be helpful to my analysis of these cases.

The factors set forth in Act 312, MCL 423.239 are as follows:

#### **423.239 Findings and orders; factors considered.**

Sec. 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.

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<sup>3</sup> Counsel for Petitioners quotes "long time Arbitrator and Fact-Finder George T. Roumell, Jr.," that "fact-finding is a form of interest arbitration." Detroit Public Library and UAW Local 2200, MERC Case No. D98D-00591 and D99G1100. Counsel for the Library argues that this is not an interest arbitration proceeding and the role of the fact-finder is different than an interest arbitrator in that he should provide assistance to the parties in reaching an agreement.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Not all of these factors are in dispute as there clearly is no controversy with regard to the "lawful authority of the employer." With regard to factor (b) above, stipulations, I have adopted all such stipulations. Thus, my primary focus will be generally on factors (c) through (h), to the extent they are relevant to this proceeding.<sup>4</sup>

#### Ability to Pay:

Petitioners submitted considerable documentary evidence and oral argument regarding the Library's ability to pay, the "fairness" of the Library's bargaining proposals and what

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<sup>4</sup> One of the unresolved contractual issues is staffing. The Library at hearing acknowledged its obligation to bargain with Petitioners over staffing, but maintained that it would not know whether its staffing needs have changed until the planned new facilities are opened or closer to being opened. Petitioners appeared to agree with this commitment/understanding and therefore no further evidence was taken. Indeed, as pointed out by the Employer's Counsel in his post hearing brief, Petitioners in their LBO, under the heading "Staffing and Substitute Issues" stated, "Staffing and substitute issues are to be addressed by the parties in future negotiations....". The "staffing/substitute" issue raised by Petitioners in their post hearing brief clearly arose after the close of the hearing herein, is different than the staffing issue we resolved and will be dealt with in another forum.

it has referred to as the Library's "diversion of funds". Although both sides ultimately stipulated that the Library has the ability to meet Petitioners compensation demands, Petitioners argue that this should not be the end of my inquiry, but that I should also consider evidence regarding the "diversion of funds" and the Library's spending in general as it bears upon the fairness of their proposals. Contrariwise, Counsel for the Library argues that these points are moot given the agreement of the parties that it has the ability to pay. Further, he argues that these are entrepreneurial decisions and should not be questioned by the undersigned, citing AFSCME v. City of Centerline, 327 N.W.2<sup>nd</sup> 822(1982).

Having given this considerable thought, I am inclined to agree with Petitioners that this evidence should be considered. Certainly if revenues had been "diverted" so as to render the Library unable to meet Petitioners' demands, this would, I believe, be a legitimate area of inquiry as to whether this had been done to frustrate the bargaining process. It would also be relevant as it relates to the "interests and welfare of the public..." To the extent that this evidence may bear upon the possible frustration of the bargaining process and/or the "interests and welfare of the public...", I will consider it.

Petitioners offered several exhibits to show total salary expenditures and the percentage change between what the Library has budgeted for bargaining unit verses non-bargaining unit employees from roughly 1994 -1995 to the present. Petitioners contend that during this time the salary expenditures for bargaining unit employees decreased from their high mark in 1994 and went up only slightly, 2.5%, from 1995 to the present, whereas the budgeted salary expenditure for non-bargaining unit employees rose by 52.6% during this period. Counsel for the Library argues that this is largely due to the fact that during this time a number of higher paid pre 1994 employees retired or otherwise left their employment and were replaced by lower paid employees.<sup>5</sup> Also, in two of the years

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<sup>5</sup> Petitioners argue that new hires are not staying because the Library is not paying what other similar libraries pay their employees. It offered a letter from a former employee stating that she left to take a higher paying position at another library. The Library countered that many departing employees leave for promotions or for a variety of other reasons unrelated to its compensation package. The Library also noted that it has not had any difficulty hiring new employees in either unit at the wages it pays. As for employees

where there was a significant percentage increases for non-unit employees, bargaining unit employees were transferred to non-unit positions thereby considerably reducing the salary expenditures for unit positions and raising it for non-unit. The Library has made greater use of substitutes in recent years to do, for example, Sunday work allegedly not desired by unit employees, thereby increasing the salary costs of non-unit employees.<sup>6</sup> Petitioners contends that some of these personnel changes were the result of "coercion" in the sense that the Library insisted upon them as a condition of reaching agreement in prior collective bargaining. This, of course, is the reality of the give and take of collective bargaining; you give up something to achieve or obtain something else. The fact that higher paid employees who retired were replaced by employees earning less is also a function of this same process; their wages, albeit lower, were in accordance with the contracts Petitioners had negotiated.

Petitioners also offered evidence that in all of the other districts where employees were transferred to public libraries, no one suffered a reduction in wages as they did in Grosse Pointe. The Library countered that the top salaries at these other libraries were not as high as the Grosse Pointe system and, with the possible exception of Kalamazoo, none of the "transferred librarians" is currently making the \$65,000.00 salary currently paid to some of its librarians. Petitioners' note that these "higher paid employees" are still affected by inflation and given the considerable evidence of the Library's ability to pay, it is not fair to cut and freeze their wages.

There was also evidence presented that the amount set aside by the Library for salaries and benefits has as a percentage from 1999 - 2002 decreased, as compared to the amount set aside for operating expenses. For example in 1999, \$1,561,386 was spent on staff salaries and benefits and \$2,260,123 on total operating expenses. In 2002, \$1,609,188

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leaving for "promotions", Petitioners argue that unit employees are doing these same duties at the Library, but not being paid for them.

<sup>6</sup> The expired contract allows the Library to utilize substitutes for up to 45 hours total per week. Petitioners contend that the Employer, while apparently not exceeding the 45 hours allowed, has recently made greater use of this provision and that its ranking in terms of wages paid to substitutes is "much higher than its ranking for pay to unit employees." The Library agrees it has made greater use of substitutes and has had to pay more, especially for Saturday and Sunday work. Indeed, it spent \$9,375.39 more on substitute workers in 2002 than it did in 2001.



was spent on staff salaries and benefits and \$2,845,299 on total operating expenses. Petitioners attribute this percentage increase to unwise decisions regarding such things as expenditures for fund-raising or expansion related expenses and in general the Library's decision to spend less on its employees. The Library maintains that these are entrepreneurial decisions that should not be questioned by the undersigned. By way of explanation, however, it argues that the increase in the percent of operating expenditures was occasioned by decreased salary costs due to the departure of pre-1994 employees and also the result of planning for new library facilities and the professional fees and other expenses associated with this planning.

Petitioners offered exhibits showing that the Library has established two funds into which are transferred revenues, primarily local tax revenues. In 2002, the combined balance of the two funds was \$4,525,648 and as Petitioners point out total operating expenses for 2002 were only \$2,845,299. Petitioners argue that this shows that "the library has, during the years since the transfer, built an almost obscene fund equity while its unionized employees steadily lost ground as compared to persons providing similar services in comparable communities, both in pay and benefits". The Library maintains that the reason the balances in the funds are so high is to cover projected remodeling of existing facilities and the construction of new library buildings. These projects are currently underway and as monies are expended the two funds will be substantially reduced. Indeed, it appears that in 1999 and 2002, the Library had capital expenditures significantly higher than in prior years related to the planning for this new construction.<sup>7</sup>

Petitioners also contend that the Library, unlike the other libraries that transferred employees from city school systems, has not keep pace with the benefit and pension increases adopted by those other libraries, has made only "token contributions to the 403(b) plan..." and in general "has been willing to pay large sums of money for virtually everything but its employees...." Indeed Petitioners argue that the Library has taken a

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<sup>7</sup> The Library currently has three outlets, a central library and two branch libraries. It services a population of about 55,000 with a staff of 13.50 full-time equivalent (FTE) librarians, which includes Director Vicky Bloom and 26.60 (FTE) support staff. The Library's total operating income for 2002 was \$3,965,009.00, most of which came from local tax revenue.

step backwards from its prior contractual benefit and salary packages and with cost of living increases "coupled with salary reductions or freezes have totally eroded the standard of living..." of bargaining unit employees.

Clearly the Library has significant cash and non-cash assets more than sufficient to meet Petitioners' demands. Petitioners initially calculated that the total cost of their proposed compensation package for both units would be \$154,248.96 for 2002/2003. Petitioners' salary proposal at hearing for the librarians unit called for a ten step salary schedule starting at \$34,000.00 at level one and going to \$60,000.00 at level ten. Level twenty at \$70,000.00, which Petitioner's refer to as a longevity step, "requires that members who have had no raise since the Grosse Pointe Library Board became the employer get additional compensation during this contract". Level twenty applies specifically to Wutzke and Howbert, who have experienced a net loss in pay, and Petitioners proposed at hearing that level twenty be dropped from the contract once Wutzke and Howbert retire. Petitioner's proposed compensation package does not include the additional costs of the cafeteria insurance plan they seek.

Petitioners also point to the salaries of non-unit administrators to show that unit employees have received modest or no wage increase, while administrators have received significant increases. Library Director Vickey Bloom for example, will be paid in excess of \$85,000.00 for 2003 and her assistant Cindy ZurSchmiede, \$59,060.40. Petitioners note that in 2002 Library Director Bloom ranked eleventh out of twenty-one class six library directors in Michigan in terms of her salary, whereas its librarians ranked twentieth out of twenty-one in terms of their salaries. This, argues Petitioners bears on the 'fairness' issue and shows that the Library is more concerned with "keeping the directors salary in the hunt..." than with its unionized employees. The Library argues that this information has little if any probative value as it deals with only one employee, the library director. It points to the fact that Director Bloom is paid less than her predecessor Dr. Hanson and at one point made less than some bargaining unit librarians.

Before looking further at the arguments of the parties, it may be profitable to examine what specifically each side proposed at hearing or during bargaining. Petitioners offered charts showing each employee by name, their current pay step and salary as of June 30, 2002, and their proposed immediate salary increases effective July 1, 2002. The chart for the librarians unit is as follows:

**TABLE A**

<u>NAME</u>	<u>STEP/HOURS</u>	<u>DATE OF HIRE</u>	<u>CURRENT SALARY</u>	<u>PROPOSED NEW SALARY</u>	<u>PROPOSED AMOUNT OF INCREASE</u>
Bernard, Michelle	STEP 2	1/8/2001	\$30,500.00	\$36,600.00	\$6,100.00
BURNS, <sup>8</sup> PRISCILLA	STEP 7	9/6/1994	\$43,055.00	\$49,600.00	\$6,545.00
CLEXTON, JOHN	STEP 2	7/3/2000	\$30,500.00	\$36,600.00	\$6,100.00
GREGORY, HELEN	STEP 10	10/11/1985	\$56,000.00	\$60,000.00	\$4,000.00
HOUSER, DANIS	STEP 1	4/29/2002	\$30,000.00	\$34,000.00	\$4,000.00
HOWBERT, DIANA	20 PLUS	3/17/1975	\$65,000.00	\$70,000.00	\$5,000.00
KITCHEL, MARGARET	STEP 10	9/30/1985	\$56,000.00	\$60,000.00	\$4,000.00
MARSDEN, JANE	STEP 2	7/3/2000	\$30,500.00	\$36,600.00	\$6,100.00
MOFFETT, JAMES <sup>9</sup>	STEP 1 ½ TIME	3/4/2002	\$30,000.00	\$34,000.00	\$4,000.00
MUELLER, CHRISTINE	STEP 7	9/6/1994	\$43,055.00	\$49,600.00	\$6,545.00
QUINLAN, CHERYL	STEP 1	11/26/2001	\$30,000.00	\$34,000.00	\$4,000.00
WUTZKE, LESLIE	20 PLUS	7/1/1980	\$63,000.00	\$70,000.00	\$7,000.00
<b>TOTAL</b>					<b><u>\$63,390.00</u></b>

The total percentage increase for librarians is 12% overall and the average increase just slightly higher than 12%. For some librarians, however, the individual increase is much higher. Clexton and Marsden would each receive a 20% increase; Burns and Mueller 15.20% and Houser, Moffet and Quinlan 13.33%. The four pre-1994 librarians range

<sup>8</sup> Priscilla Burns and Christine Mueller are not on the contractual salary schedule. Although neither was transferred pursuant to the Transfer Agreement, the Library hired them in September 1994 and by agreement of the parties their compensation is different than employees on the salary schedule.

<sup>9</sup> This would be the total assuming James Moffett is moved from half-time to full-time. Moffet is currently working full-time.

between 7.14% and 11.11%. Petitioners view this first year increase as a "one time substantial adjustment" and seek increases of "only" 4% in each of the succeeding contract years.

Petitioners' submitted a similar chart for the support staff as follows:

**Table B**

NAME	STEP / HOURS	DATE OF HIRE	CURRENT SALARY	PROPOSED NEW SALARY	PROPOSED AMOUNT OF INCREASE
Evans, Carol	Full-time	9/10/1981	\$36,534.00	\$39,000.00	\$2,466.00
Hilgendorf, Margorie	Full-time	7/9/1990	\$31,204.00	\$34,000.00	\$2,796.00
Kreher, Claire	Full-time	10/6/1980	\$31,608.00	\$39,000.00	\$7,392.00
Neumann, Lillian	½ time	4/29/1979	\$15,804.00	\$19,500.00	\$3,696.00
Poletis, Catherine	½ time	7/1/1994	\$11,610.00	\$17,000.00	\$5,390.00
White, Catherine	Full-time	8/17/1987	\$31,908.00	\$39,000.00	\$7,092.00
<b>Those on Present Schedule:</b>					
Corrado, Elaine	Step 5	4/6/1998	\$23,220.00	\$30,000.00	\$6,780.00
Dumlar, Debbie	Step 2 ½ time	10/13/1999	\$11,227.00	\$12,750.00	\$1,523.00
Lozon, Stefanie	Full-time	11/13/1995	\$23,220.45	\$32,000.00	\$8,779.55
Lynch, Debbie	Step 1 ½ time	2/14/2000	\$10,899.00	\$11,747.00	\$ 848.00
Nowowiecki, Deborah	Full-Time	4/6/1998	\$23,220.45	\$30,000.00	\$8,779.55
Riche, Cathy	Step 1		\$21,142.00	\$23,494.00	\$2,352.00
Severini, Lynne	Full-time	11/13/1995	\$23,220.45	\$32,000.00	\$8,779.55
Solak, Nancy	Step 2 ½ time	12/14/1999	\$10,571.00	\$12,750.00	\$2,179.00
Stocking, Rachel	Step 1 Part-time		\$20,488.00	\$23,494.00	\$3,006.00
Weston, Jean	Step 1 ½ time		\$10,244.50	\$11,747.00	\$1,502.50
<b>Maintenance:</b>					
Latorella, Michael		8/26/1997	\$26,225.00	\$27,000.00	\$ 775.00
Passmore, Frank			\$23,494.00	\$23,494.00	-
<b>TOTAL</b>					<b>\$74,136.15</b>

The total percentage increase for the support staff is 19% overall and the average increase is just slightly less than 19%. As with the librarians unit, several support staff would receive raises above 19%. Poletis, for example, would receive a 46.43% increase; Lozon and Severini 37.81%; Kreher and Neumann 23.39%; White 22.23% and Solak 20.61%.

Again Petitioners view these proposed first year increases as a "one time substantial adjustment" and seek "only" four percent in each succeeding contract year.

The Library offered its own charts to show its proposed salary and other increases for each of the proposed contract years. It argues that the 12% and 19% overall increases sought by Petitioners are well beyond what other employers are paying and what Petitioners refer to as a "one time substantial adjustment," is in effect an attempt to re-bargain the prior contracts. The Library notes that the prior bargaining history of the parties is in keeping with the wage increases it has proposed. Its proposal for the librarians unit is set forth in table C and is the same proposal made in its post hearing brief. This proposal is "without buyouts", to be discussed infra.

**Table C**

Employee (Step/Years)	Salary @ 6/30/02	02-03 Salary	% Inc.	03-04 Salary	% Inc.	04-05 Salary	% Inc.	05-06 Salary	% Inc.	Total % Inc.	4 Year Average % Inc.
Diana Howbert (3/75) 27	\$65,000	\$65,000	0.0%	\$65,000	0.0%	\$65,000	0.0%	\$65,000	0.0%	0.0%	0.0%
Leslie Wutzke (7/80) 25	\$65,800	\$65,800	0.0%	\$65,800	0.0%	\$65,800	0.0%	\$66,550	1.1%	1.1%	0.3%
Margaret Kitchel (/85) 20	\$56,000	\$56,000	0.0%	\$56,000	0.0%	\$56,000	0.0%	\$56,000	0.0%	0.0%	0.0%
Helen Gregory (11/85) 20	\$56,000	\$56,000	0.0%	\$56,000	0.0%	\$56,000	0.0%	\$56,000	0.0%	0.0%	0.0%
Mechelle Bernard (1/01) 2	\$30,500	\$33,000	8.2%	\$35,700	8.2%	\$38,200	7.0%	\$40,750	6.7%	30.1%	7.5%
Pricilla Burns (9/94) 8	\$43,055	\$44,347	3.0%	\$45,677	3.0%	\$47,050	3.0%	\$48,450	3.0%	12.0%	3.0%
John Clextion (7/00) 2	\$33,300	\$35,800	7.5%	\$38,750	8.2%	\$42,000	8.4%	\$44,550	6.1%	30.2%	7.6%
Jane Mardsen (7/00) 2	\$30,500	\$33,000	8.2%	\$35,700	8.2%	\$38,200	7.0%	\$40,750	6.7%	30.1%	7.5%
Christine Mueller (9/94) 8	\$43,055	\$44,347	3.0%	\$45,677	3.0%	\$47,050	3.0%	\$48,450	3.0%	12.0%	3.0%
Cheryl Quinlan (11/01) 1	\$30,000	\$32,500	8.3%	\$34,800	7.1%	\$37,000	6.3%	\$39,250	6.1%	27.8%	7.0%
James Moffet (3/02) 1 .5	\$15,000	\$16,250	8.3%	\$17,400	7.1%	\$18,500	6.3%	\$19,625	6.1%	27.8%	7.0%
Danis Houser (4/02) 1	\$30,000	\$32,500	8.3%	\$34,800	7.1%	\$37,000	6.3%	\$39,250	6.1%	27.8%	7.0%
<b>Total Salary</b>	<b>\$498,210</b>	<b>\$514,543</b>	<b>3.3%</b>	<b>\$531,304</b>	<b>3.3%</b>	<b>\$547,800</b>	<b>3.1%</b>	<b>\$564,625</b>	<b>3.1%</b>	<b>12.7%</b>	<b>3.2%</b>
<b>Cafeteria Plan Cost</b>	<b>\$63,250</b>	<b>\$69,000</b>	<b>9.1%</b>	<b>\$74,750</b>	<b>8.3%</b>	<b>\$80,500</b>	<b>7.7%</b>	<b>\$86,250</b>	<b>7.1%</b>	<b>32.3%</b>	<b>8.1%</b>
<b>Pension Cost</b>	<b>\$38,048</b>	<b>\$38,500</b>	<b>1.2%</b>	<b>\$38,969</b>	<b>1.2%</b>	<b>\$42,587</b>	<b>9.3%</b>	<b>\$45,576</b>	<b>7.0%</b>	<b>18.7%</b>	<b>4.7%</b>
<b>FICA Cost</b>	<b>\$38,113</b>	<b>\$39,363</b>	<b>3.3%</b>	<b>\$40,645</b>	<b>3.3%</b>	<b>\$41,907</b>	<b>3.1%</b>	<b>\$43,194</b>	<b>3.1%</b>	<b>12.7%</b>	<b>3.2%</b>
<b>Total Compensation</b>	<b>\$637,621</b>	<b>\$661,406</b>	<b>3.7%</b>	<b>\$685,668</b>	<b>3.7%</b>	<b>\$712,794</b>	<b>4.0%</b>	<b>\$739,645</b>	<b>3.8%</b>	<b>15.1%</b>	<b>3.8%</b>
<b>Average Salary</b>	<b>\$43,323</b>	<b>\$44,743</b>	<b>3.3%</b>	<b>\$46,200</b>	<b>3.3%</b>	<b>\$47,635</b>	<b>3.1%</b>	<b>\$49,098</b>	<b>3.1%</b>	<b>12.7%</b>	<b>3.2%</b>
<b>Average Total Compensation</b>	<b>\$55,445</b>	<b>\$57,514</b>	<b>3.7%</b>	<b>\$59,623</b>	<b>3.7%</b>	<b>\$61,982</b>	<b>4.0%</b>	<b>\$64,317</b>	<b>3.8%</b>	<b>15.1%</b>	<b>3.8%</b>

The Library's proposal includes \$2,800 stipends for Branch Coordinators Wutzke and Clextion, which would be increased by \$1,000 six months before a new branch opening. It

was estimated the Park Branch would open on October 1, 2004 and the Woods Branch on October 1, 2005.

The Library's proposed salary and benefits package for the support staff is set forth in table D below. This proposal is identical to that in the Library's post hearing brief.

**Table D**

Employee (Step/Years)	Salary @ 6/30/02	02-03 Salary	% Inc.	03-04 Salary	% Inc.	04-05 Salary	% Inc.	05-06 Salary	% Inc.	Total % Inc.	4 Year Average % Inc.
Carol Evans (T/21)	\$36,534	\$37,034	1.4%	\$37,284	0.7%	\$37,534	0.7%	\$37,784	0.7%	3.4%	0.8%
Catherine White (T/15)	\$31,908	\$32,408	1.6%	\$32,658	0.8%	\$32,908	0.8%	\$33,158	0.8%	3.9%	1.0%
Claire Kreher (T/22)	\$31,609	\$32,109	1.6%	\$32,359	0.8%	\$32,609	0.8%	\$32,859	0.8%	3.9%	1.0%
Marjorie Hilgendorf (T/12)	\$31,204	\$31,704	1.6%	\$31,954	0.8%	\$32,204	0.8%	\$32,454	0.8%	3.9%	1.0%
Lynne Severini (11/95) 7	\$23,220	\$24,000	3.4%	\$24,800	3.3%	\$26,500	6.9%	\$27,500	3.8%	17.3%	4.3%
Stephanie Lozon (8/97) 5	\$23,220	\$24,000	3.4%	\$24,800	3.3%	\$26,500	6.9%	\$27,500	3.8%	17.3%	4.3%
Deborah Nowowiecki (4/98) 5	\$23,220	\$24,000	3.4%	\$24,800	3.3%	\$26,500	6.9%	\$27,500	3.8%	17.3%	4.3%
Elaine Corrado (7/98) 4	\$22,456	\$24,000	6.9%	\$24,800	3.3%	\$26,500	6.9%	\$27,500	3.8%	20.8%	5.2%
Rachael Stocking (8/02) 3	\$21,780	\$23,200	6.5%	\$24,800	6.9%	\$26,500	6.9%	\$27,500	3.8%	24.0%	6.0%
Cathy Piche (11/02) 1	\$20,488	\$21,800	6.4%	\$23,300	6.9%	\$25,000	7.3%	\$27,500	10.0%	30.6%	7.6%
Lillian Neumann (T/23) .5	\$15,804	\$16,054	1.6%	\$16,179	0.8%	\$16,304	0.8%	\$16,429	0.8%	3.9%	1.0%
Catherine Poletis (7/94) .5 8	\$11,610	\$12,000	3.4%	\$12,400	3.3%	\$13,250	6.9%	\$13,750	3.8%	17.3%	4.3%
Deborah Dumlér (10/99) .5 3	\$10,890	\$11,600	6.5%	\$12,400	6.9%	\$13,250	6.9%	\$13,750	3.8%	24.0%	6.0%
Nancy Solak (12/99) .5 3	\$10,890	\$11,600	6.5%	\$12,400	6.9%	\$13,250	6.9%	\$13,750	3.8%	24.0%	6.0%
Deborah Lynch (2/00) .5 2	\$10,572	\$11,250	6.4%	\$12,000	6.7%	\$13,250	10.4%	\$13,750	3.8%	27.3%	6.8%

Jean Weston (6/01) .5 2	\$10,572	\$11,250	6.4%	\$12,000	6.7%	\$13,250	10.4%	\$13,750	3.8%	27.3%	6.8%
<b>Maintenance</b>											
Michael Latorella (7/97) 5	\$26,225	\$26,500	1.0%	\$26,800	1.1%	\$27,000	0.7%	\$27,500	1.9%	4.8%	1.2%
Frank Passmore (1/02) 1	\$23,494	\$24,200	3.0%	\$25,000	3.3%	\$25,700	2.8%	\$27,500	7.0%	16.1%	4.0%
<b>Total Salary</b>	<b>\$385,696</b>	<b>\$398,709</b>	<b>3.4%</b>	<b>\$410,734</b>	<b>3.0%</b>	<b>\$428,009</b>	<b>4.2%</b>	<b>\$441,434</b>	<b>3.1%</b>	<b>13.7%</b>	<b>3.4%</b>
<b>Cafeteria Plan cost</b>	<b>\$82,500</b>	<b>\$90,000</b>	<b>9.1%</b>	<b>\$97,500</b>	<b>8.3%</b>	<b>\$105,000</b>	<b>7.7%</b>	<b>\$112,500</b>	<b>7.1%</b>	<b>32.3%</b>	<b>8.1%</b>
<b>Pension cost</b>	<b>\$25,836</b>	<b>\$26,444</b>	<b>2.4%</b>	<b>\$26,912</b>	<b>1.8%</b>	<b>\$29,512</b>	<b>9.7%</b>	<b>\$31,565</b>	<b>7.0%</b>	<b>20.7%</b>	<b>5.2%</b>
<b>FICA Cost</b>	<b>\$29,506</b>	<b>\$30,501</b>	<b>3.4%</b>	<b>\$31,421</b>	<b>3.0%</b>	<b>\$32,743</b>	<b>4.2%</b>	<b>\$33,770</b>	<b>3.1%</b>	<b>13.7%</b>	<b>3.4%</b>
<b>Total Compensation<sup>10</sup></b>	<b>\$523,538</b>	<b>\$545,654</b>	<b>4.2%</b>	<b>\$566,567</b>	<b>3.8%</b>	<b>\$595,264</b>	<b>5.1%</b>	<b>\$619,269</b>	<b>4.0%</b>	<b>17.2%</b>	<b>4.3%</b>
<b>Average Salary</b>	<b>\$25,713</b>	<b>\$26,581</b>	<b>3.4%</b>	<b>\$27,382</b>	<b>3.0%</b>	<b>\$28,534</b>	<b>4.2%</b>	<b>\$29,429</b>	<b>3.1%</b>	<b>13.7%</b>	<b>3.4%</b>
<b>Average Total Compensation</b>	<b>\$34,903</b>	<b>\$36,377</b>	<b>4.2%</b>	<b>\$37,771</b>	<b>3.8%</b>	<b>\$39,684</b>	<b>5.1%</b>	<b>\$41,285</b>	<b>4.0%</b>	<b>17.2%</b>	<b>4.3%</b>

Added to the Employer's package for both units is an insurance allowance discussed supra and infra.

One of the issues Petitioners requested that I address is that of long-term disability, LTD. Under the parties expired contract LTD is "sixty percent (60%) of base pay to a monthly maximum of three thousand (\$3,000) dollars...." Petitioner's initially sought to have the cap raised to \$5,000.00, but have modified their proposal as discussed infra. The Library wants to retain the cap arguing that it would significantly increase their overall costs to do what Petitioners suggest.

The parties expired contracts each had a provision requiring employees to contribute a certain number of hours to a "sick leave bank" that they and their fellow employees could

<sup>10</sup> This includes a stipend of \$2,400.00 for Evans as Circulation Coordinator.

use to cover the "gap between the end of their sick leave coverage and LTD coverage". The maximum number of days an employee can draw from this bank each year is forty-five. As of July 2002, the librarians unit had a bank of one hundred sixty-four days available and the support staff unit had thirty-six and a half days. During negotiations the parties reached tentative agreement on a change in the way this bank would function for the support staff, namely that there would be a one time "replenishing" of the support staff bank. Both sides agree that this leave bank should continue to be a part of any contracts they reach and I so recommend.

As further evidence bearing on the 'fairness' of the Employer's proposals, Petitioners presented the testimony of four unit employees.

John Clexton, Branch Coordinator at the Park Branch, who, like all the Library's librarians has a master's degree in library sciences, testified that he was hired in July 2002 at a salary of \$30,500.00. He receives an additional yearly stipend of \$2,800.00 for being a branch coordinator. Clexton is eligible for the contractual full time employee cafeteria allowance of \$5,500.00, but contributes additional money "out of his own pocket" to cover the cost of the Blue Care Network family health insurance plan, the least expensive of the two plans offered by the Employer. He needs full family coverage because he is married and has three small children. Clexton pays an additional \$21.49 for dental and \$4.84 for vision coverage, per pay period out of his "own pocket". Clexton testified that he recently lost his home in a bank foreclosure and currently he, his wife and children live with his in-laws. Clexton's wife has been undergoing medical treatment for cancer and it appears that the Blue Care plan has paid his medical expenses, save for deductibles. In 2002 - 2003, Clexton's salary went up by \$500.00 and his insurance costs increased by approximately \$447.00 to maintain the Blue Care Network family policy. Currently Clexton is paid a base salary of \$32,100.00 plus \$2,800.00 for being a branch coordinator. His insurance costs to maintain the Blue Care Network plan have risen to \$10,608.26, or \$5,108.26 over and above the \$5,500.00 cafeteria allowance currently provided by the Employer. His salary is at the contract rate for an employee of his position and tenure. Clexton has not made any contributions to the Library's 403(b)



plan because as he testified, he can't afford to and according has not received any matching contributions.<sup>11</sup>

The Petitioners' second witness was Leslie Wutzke, a pre-1994 librarian. Wutzke's salary is \$63,000.00, a sum she has received since 1995 and down from her salary of \$70,773.00 in 1994. She receives an additional \$2,800.00 per year for being branch coordinator at the Woods Branch library. Wutzke takes the \$5,500.00 cafeteria insurance allowance in cash and pays taxes on it as she has health insurance through her husband. As a member of MPSERS, Wutzke is not allowed to participate in the Employer's 403(b) plan although she voluntarily contributes \$384.50 per pay period to an individual 403(b) plan, without any match from the Employer.

Librarian Diana Howbert is paid \$65,000.00 per year and has received this same amount since 1997, down from her high earning point of \$70,727.17 in 1994. Howbert, who has a masters degree plus, serves as a reference librarian and is in charge of the Audio Visual, AV, area of the main library. Howbert uses a portion of the \$5,500.00 insurance allowance to purchase dental and vision insurance and takes the remainder as cash and uses it to purchase insurance through a private carrier, which she testified better suites her personal needs. Like Ms. Wutzke, Ms. Howbert does not participate in the Employer's 403(b) plan as she is covered by MPSERS.

Petitioners' fourth witness was Stephanie Lozon, a six-year employee who is a circulation clerk in the support staff unit. Lozon's current salary is \$23,220.45, the top of the pay schedule, which is what she also made in 2001 and 2002. Lozon participates in the cafeteria insurance plan, purchasing medical, dental and vision coverage for herself alone. For this she paid just slightly less than the \$5,500.00 contractual allowance, the remainder going to her as cash. Lozon does not contribute to the 403(b) plan.

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<sup>11</sup> Post 1994 employees not covered by MPSERS are allowed to contribute up to 3% of their salary to a 403(b) plan and the Employer matches the amount they contribute, up to 3%.

The Library noted that while it is true that employees now receive a \$5,500.00 cafeteria allowance, this allowance would undoubtedly increase once a new contract is reached and in all likelihood will be made retroactive. Petitioners argue that the increases proposed by the Employer will not even pay for full family coverage at the current rates.<sup>12</sup> The Employer argues that it did not anticipate the cost of health insurance going up so dramatically in the last few years and was surprised that Petitioners did not seek to renegotiate on this issue, once the costs started to escalate. Petitioners countered that the Employer would not have paid more, but would have renegotiated coverage to a lower level that they found unacceptable.

### **Comparability:**

My attempts to narrow the parties' focus on this particular point were largely in vain. This was no doubt due in some respects to the pre-hearing exhibits submitted by the parties which in some instances tended to be very broad in scope. For example, the Employer's initial list of "comparable" libraries, listed fifteen different libraries which it selected using various criteria such as distance from the Library and population serviced. This list was narrowed by one to fourteen and Petitioners ultimately agreed that these were "comparable libraries" but wanted to add to this list, nine additional "comparable" libraries.

Another problem that arose was whom at the libraries the parties listed as comparables, are comparable to the unit employees working at the Library. The fact that the various comparables use different job titles for their employees compounded the problem. Thus, all of the Library's librarians, except for Branch Coordinators Clextan and Wutzke, are classified as librarian I's. Some of the other "comparables" have librarian I's, but a librarian I at the Library is not necessarily the same as a librarian I at, for example, the Birmingham library. Indeed, Petitioners' argue that librarian I's at the Library, depending on their level of experience, perform some or all of the job duties of librarian

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<sup>12</sup> The cost of full family Blue Care Network coverage in 2003 was \$10,608.00; coverage for a single person was \$4,080.00.

II's and III's and even the duties of assistant department heads, department heads and branch heads in some cases. The significance of this is that employees in these other classifications are paid more than librarian I's which Petitioners argue is an entry grade level at most other libraries. Petitioners contend that at the Library they have "collapsed the classes so they could reduce the pay". As to support staff, the Library argues that it is not really competing with other libraries but rather with other local businesses as support staff do not travel for these jobs. It offered evidence that when recently it sought to fill a part-time support staff position, it received seventy-two applications, forty-seven of which were from the Grosse Pointe, Harper Woods area.

Petitioners offered a cost-of-living comparison of what a person would need to earn in 2002 to have the same purchasing power as in 1994. For Librarian Howbert, who made \$70,727.17 in 1994, she would need to earn \$88,328.12; Branch Coordinator Wutzke, who earned \$70,773.00 in 1994 would need \$88,386.35; Librarian Kitchel, who earned \$54,586.72 in 1994 would need \$68,171.00 and Librarian Gregory, who earned \$57,562.00 in 1994 would need \$71,887.83. Petitioners argue that the Library, unlike most other employers, has had a decrease in its compensation costs since 1994 and it is "time for this to stop..." and for the suffering of the employees to cease. The Library contends that the inflation rate has been modest since 1994 and even the modest increases tend to be overstated because they take into account such things as housing and no one buys a house every year.

Petitioners submitted exhibits to show that employees in general in the Detroit metropolitan area between 1994 and 2000 had a 12% plus increase in their compensation package. This includes all employees, not just librarians or library support staff and the Employer points to this generality in questioning the value of this information.

Statistics from a Bureau of Labor Statistics (BLS) reports, show that in 1998 in the Detroit metropolitan area, in a survey of 1600 librarians, the median wage was \$18.70 per

hour, the mean wage \$20.13 per hour and the mean annual salary \$41,860.00.<sup>13</sup> Similar statistics from the same reports (BLS) show that the median wage of library technical assistants, a category both parties agree is roughly equivalent to the Libraries support staff, was \$10.26 per hour, the mean wage \$11.38 per hour and the mean annual salary \$23,670.00. The BLS figures rose in 1999 so that the mean annual salary for librarians was \$45,120.00, and the mean annual salary for library technical assistants was \$26,330.00. Nationally in 2001 librarians were paid a mean annual salary of \$43,750.00 and library technicians \$25,060.00. Similar statistics from the BLS and State of Michigan, Office of Labor Market Information (OLMI) for the Detroit metropolitan area for 2001 showed the mean annual salary for librarians was approximately \$53,010.00 and for library technicians \$28,600.00. Petitioners offered similar information for other cities in Michigan, but it appears that the Detroit metropolitan area is the most relevant area of comparison. The Library contends that this information is not only dated, but too broad to be meaningful. Clearly, the surveys are broad in that they include hundreds if not thousands of librarians and it is not clear what type of libraries are included. Still the information while very broad based does offer a general overview of the wages being paid to the types of employees at issue herein. I do not find the information dated as it relates to a time period when the employees at issue were under a collective bargaining agreement and thus their wages at this time can be easily compared.

Petitioners submitted a collective bargaining agreement between the City of Dearborn, Michigan and its "municipal workers". This contract showed that workers the Petitioners contend are equivalent to the Library's support staff earned as of July 1, 2002 between \$28,736.00 and \$38,296.00. Petitioners Counsel stated that none of these employees were "degreed librarians" and their job titles range from department associate, the lowest paid classification to assistant librarian, archives specialist, police video evidence specialist and library circulation supervisor. The library circulation supervisor at a pay range of \$32,898.00 to \$38,296.00 sounds suspiciously like the position held by Carol

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<sup>13</sup> The work years hours used were the standard 2,080 and these figures exclude benefits other than wages and salaries.

Evans at the Grosse Pointe Library. There was no testimony as to exactly what these various employees do, the qualifications for the jobs or their educational backgrounds.

Petitioners also offered an exhibit taken from a U.S. Department of Labor National Compensation Survey, Bureau of Labor Statistics, BLS, showing that in April 2002, in the Detroit, Ann Arbor, Flint, Michigan area, the mean annual earnings for all full time librarians was \$56,024.00 and if you look at librarians at the state and local government level, the mean annual earnings for this same period was \$57,568.00. The Library questions the accuracy of these figures, claiming that they must include benefits other than wages, i.e., medical insurance, pension benefits, etc., as the figures are so much higher than other similar figures being offered. Also it appears that these figures include law school librarians, private industry librarians and librarians at law firms and universities. While I am inclined to find all evidence regarding comparables to be relevant and helpful to my inquiry, broad based statistics such as these are less meaningful, especially given the more pertinent and specific evidence that was submitted by both sides. Similarly, a U.S. Department of Labor, Bureau of Labor Statistics (BLS) survey taken in April 2002 for all workers, white collar, blue collar and service in the Detroit, Ann Arbor and Flint areas, which showed the mean hourly wage to be \$25.33 is of only slight value.

Petitioners offered evidence that for the year 2001, the Library, when compared to the "average" for all other class six Michigan libraries, had "total operating expenditures per capita of \$53.51, as compared to an average of \$31.55 for all other class six Michigan libraries."<sup>14</sup> Similarly, when comparing "total operating income per capita "for this same period, the Library had \$74.57 as compared to an average of \$35.84 for all Michigan class six libraries. Petitioners argue that this shows that the Library had "relatively" more money to spend, indeed a great deal more, than the "average" class six Michigan library, and spent more money, but not on the salaries and wages of bargaining unit employees.

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<sup>14</sup> Libraries in Michigan are classed based on the population they serve. Class six libraries such as the Grosse Pointe Library serve a population in excess of 50,000.

For all class six libraries in Michigan, the Library ranked second in total operating expenditures per capita and third in total operating income per capita. Only the Kalamazoo Public Library had greater operating expenditures per capita and only Kalamazoo and the Southfield Public Library had a higher total operating income per capita. The Library argues that these statistics do not have much relevance given the different tax bases of the different communities.

There was also evidence that in the year 2000, the median household income in Grosse Pointe was \$90,838.00, making it one of the wealthiest communities in the State. However, it should be noted as the Employer points out, the Library also services a portion of the City of Harper Woods (estimated to be about 5,000 people) and the median household income for Harper Woods was \$46,769.00; this would have the effect of lowering the median income for the area serviced by the Library.

The Library offered various exhibits showing that there is a "trend" toward employees in all sectors getting smaller wage increases and paying more for their health insurance. Other exhibits showed that libraries in particular have been hard hit due to budget cuts and have had to reduce staff and services. Petitioners disputed the relevance of much of this evidence as it relates to libraries that are not listed by the Employer as "comparables" and in some cases involve libraries in other states.

Petitioners offered exhibits and testimony regarding the median salary of the Library's librarians which showed, for example, that in 1998, the median salary for librarians at the Library was \$51,400.00 and that in 1999 it dropped to \$45,450.00, \$40,685.00 in 2000 and by 2001 was up only slightly to \$41,870.00. While both sides agree that the reduction was due at least in part to higher paid employees leaving and being replaced by lower paid employees, Petitioners argue also that most of the new hires don't stay due to the Library's comparatively low wage scale. Thus, there are always employees at the very beginning entry level and they don't move up the scale. Witness Wutzke testified that they have not had any new employees reach level five of the pay scale and another reason the Employer's total salary costs have dropped in recent years is that when

employees leave they aren't immediately replaced. The Library contends that it is paying the collectively negotiated rates in its contracts with Petitioners and in the late 1990's many employees were "job-hopping" due to the booming economy, but this has changed.<sup>15</sup>

Having now examined some of the more general evidence regarding comparability, it is time to look at the "comparable" libraries the parties have put forth and examine some of the specifics regarding these comparables.

The Employer called witness Amy Sullivan, who works as a contractual consultant assisting employers in preparation for Act 312 proceedings. Sullivan testified that she conducted a "survey" of each of the libraries the Employer considered as a possible "comparable", telephoning each of the libraries and speaking personally to the library's director or assistant director. Sullivan asked the person she spoke to for a description of the various job positions at their library. She then excluded all positions that had "supervisory" authority and using her knowledge of the Library's employees took the job position that was most comparable to the Library's unit employees as the basis for comparison. Ms. Sullivan excluded department heads and others who in her view had "supervisory authority".<sup>16</sup>

Sullivan prepared a document, introduced as an exhibit, detailing whom specifically she spoke to at the "comparable" libraries and setting forth the Employer's position regarding who at each of these various libraries was comparable to the Library's employees in both units. Sullivan used a document submitted by Petitioners listing the employees in each unit they believed to be comparable to the Library's employees, in deciding who to compare. She summarized her conversations on this exhibit, and listed who at the comparable library she concluded was most similar to the Library's employees. For

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<sup>15</sup> Both sides offered "evidence" as to why employees have left the employ of the Library, particularly support staff, in recent years. I have considered this "conflicting evidence", largely hearsay, in my ultimate resolution of the issues before me.

<sup>16</sup> It appears that Sullivan's use of the words "supervisory authority" is compatible with the traditional definition of these words, i.e., the authority to hire, fire, promote, demote, direct or effectively recommend the same.

example, at the Baldwin (Birmingham) library, a library both parties agree is a comparable,<sup>17</sup> Sullivan examined the three positions Petitioners originally listed as comparables in the librarians unit, i.e., department heads, assistant department heads and librarian I's. Based on her conversation with the Baldwin assistant director, she decided that department heads were supervisors in that they "hire, fire, evaluate and discipline." She also excluded assistant department heads at Baldwin for the same reasons and concluded that the most comparable position in the librarians unit was librarian I. The impact of this conclusion is significant when viewed from the salary range for these various positions. Thus, another exhibit presented by Petitioners shows that at the Baldwin library the salaries paid to department heads in 2001 – 2002 ranged between \$40,000.00 and \$60,000.00; assistant department heads between \$32,500.00 and \$55,000.00 and librarians between \$29,500.00 and \$45,000.00. Later testimony would clarify Petitioner's position regarding comparable job positions at Baldwin and indeed all of the comparable libraries, to be not that all of the Employer's librarians were exactly comparable to the department heads and assistant department heads at these other libraries, but that the Libraries' librarians depending on their experience level, perform some, if not all, (and even more in some cases) of the job functions performed by these employees. Thus, according to Petitioners, a librarian I at Grosse Pointe, because he or she performs many or all of the job duties of say a department head or assistant department head at Baldwin, should qualify for the higher pay range paid to these employees. Sullivan also compared support staff positions at Baldwin and found no disagreement between the parties, both sides agree that the position of library clerk or circulation clerk at each library is the comparable job.<sup>18</sup>

Sullivan's initial survey and later follow-up survey included most of the twenty-three alleged comparables. She did not, however, compare the position of branch head at any of the comparables. Nor did she compare department heads because it is the Employer's position that there are no department heads at the Grosse Pointe Library. Petitioners'

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<sup>17</sup> Sullivan did not survey libraries the Employer did not consider a "comparable".

<sup>18</sup> Sullivan noted that while Petitioners had sought to compare "librarian positions" at each of the alleged comparables, they had not done so for support staff positions at each of the comparables. Petitioners later corrected this "oversight" and added to its list of "comparables", the support staff positions.



contend that while employees at the Library may not be called department heads, they perform functions similar or identical to department heads at the other comparable libraries.<sup>19</sup>

Sullivan explained why she made the decisions she did in choosing which job classifications at the various comparables were most comparable to the Library's employees. At a number of the comparables there was apparent agreement. Thus, at the Madison Heights and Shelby Township libraries, for example, both sides agreed that the comparable job at each library in the librarians unit was "librarian" and in the support staff unit library technician at Madison Heights and circulation clerk at Shelby. There was also agreement at St. Clair Shores on the librarian II position and in the support staff unit on library aide II. In most instances, however, the parties did not agree who at the "comparables" should be compared to the Library's employees.

In an attempt to shed more light on what specifically unit employees do, Library Director Vicky Bloom testified as to the job duties and responsibilities of the Library's employees. Bloom testified that the main duty of all the Library's librarians is to work on the reference desk and provide assistance to patrons, and that even she and her Assistant Director, ZurSchmiede, work on this desk. The librarians all also have various "off desk" duties, such as committee work, ordering books, overseeing the work of student employees and various other tasks. The Library's circulation clerks staff the circulation desk where books are checked in and out. These clerks also have other duties such as boxing up books to be removed and bringing in new materials. The Circulation Coordinator is Carol Evans who sets circulation policy and deals with customer service

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<sup>19</sup> Petitioners contend that the number of full-time equivalent employees, FTE's, at each of the comparables is a statistic I should consider. Petitioners presented an exhibit showing the FTE's in the librarians unit at each of the comparables. The FTE number for the Library is 13.50 (which includes Director Bloom and her assistant, Cindy ZurSchmiede) and goes as high as 23 FTE's at Dearborn and as low as 2.5 FTE's at Harper Woods. I should also consider Petitioners argue, that three of these libraries, Clinton Macomb, Dearborn and Livonia, like the Grosse Pointe Library, have multiple sites. Petitioners argument is that the closer these "comparables" match up with the Library in terms of FTE's and number of sites, the better the comparison.

related problems. Evans also does the weekly work schedule for support staff at the main library, trains new circulation employees, and does a monthly report regarding these activities.<sup>20</sup> Bloom testified that librarians at the two branch libraries perform additional duties and that Branch Coordinators Wutzke and Clextan train new employees, schedule employees at their respective branches, have monthly meetings with Bloom, sit in on interviews of prospective employees and provide input, but the actual hiring decision is made by higher management. They also have input regarding the removal or discipline of employees at their respective branches, although here again the final decision remains with higher management. Assistant Director Cynthia ZurSchmiede, who supervises both Wutzke and Clextan, confirmed that both provide input on employee evaluations and job performance, usually in one or two paragraphs sent via email. ZurSchmiede did not recall any situations where branch coordinators have disciplined or been asked to discipline employees and in the one librarian discharge during her six years as Assistant Director, Wutzke provided "input". Various librarians, including the branch coordinators, prepare monthly reports, which are sent to the Library's Board of Directors. Some librarians also have budget responsibility and the discretionary authority to spend budgeted funds to purchase new materials.

Petitioners called several unit employees who testified as to their job duties and responsibilities and in support of Petitioner's position that "the people that we represent at the Grosse Pointe Library do all the same things that the people at the other (comparable) libraries do that have other titles." Petitioners' Counsel also noted that prior to the 1994 "transfer" many of the Library's employees had job titles similar to those at the comparables. Thus, Circulation Coordinator Carol Evans was "Head of Circulation" and Leslie Wutzke was the "Head Librarian" at the Woods Branch Library. Petitioners maintain that while the titles have ceased to exist, the job responsibilities have not. Petitioners made it clear, however, that it was not their position that, for example, an entry-level employee at the Library should be compared to say a department

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<sup>20</sup> The parties stipulated that at the main library support staff are trained by either Carol Evans or Stephanie Lozon; at the Woods branch new support staff are trained by Lynn Severini and at Park by Elaine Corrado.

head at another library; only those employees who perform the duties of, for example, department heads should be compared to department heads at other libraries. In this regard, Petitioners introduced employee job descriptions and called several employee witnesses who testified as to what exactly they do, day-to-day.

Woods Branch Coordinator Leslie Wutzke testified that she and Park Branch Coordinator Clepton have similar duties and responsibilities. Thus, they meet monthly with Library Director Bloom and/or her assistant, ZurSchmiede, to discuss how things are going at the branch; they participate in the evaluation of both librarians and support staff who work at their branches; [There are three librarians and four support staff at Woods and two librarians and three support staff at Park; there are also student employees, substitute employees and weekend employees at both branches]; they participate in the selection/hire of new employees at their branches, including making a recommendation on who to hire; train or help to train new branch employees and evaluate how effective the training has been and based on their assessment may recommend that an employee undergo additional training;<sup>21</sup> counsel employees regarding work related problems; make recommendations regarding the retention of employees, and when requested by the Library Director, keep records regarding the performance/absenteeism of employees. Wutzke testified that several employees have been removed and/or transferred from the Woods Branch at her request. A July 1, 1994 letter was introduced wherein the former Library Director, Dr. Hanson, informed a new employee that "for clarification of your work schedule, you should consult with Leslie Wutzke, Head of the Woods Branch Library and your immediate supervisor..." Both Wutzke and Clepton have prepared "manuals" for their respective branches detailing the day-to-day operations of the branch and covering such things as ordering books and supplies and generally how the branch operates. She also does a monthly report that is submitted to the Board of Directors. It appears that other librarians also prepare such monthly reports. Wutzke has served on

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<sup>21</sup> Assistant Director ZurSchmiede trains all new librarians, spending the first week of their employment doing so. If assigned to a branch, new librarians may receive some additional "on-the-job" training from the branch coordinator. Any "retraining" would be done by ZurSchmiede, but no librarian has ever been sent back for retraining.

various committees including the new building committee for the Woods Branch and one of her job goals is to provide meaningful input to this committee in preparation for the new branch library.

Wutzke testified that she has numerous friends/contacts who are librarians and who work at other libraries in the Detroit metropolitan area. She herself had also worked at other libraries before coming to the Library in 1979 and at one time was a branch head in the Warren Public Library. She has had many conversations with other branch heads and department heads including some at Warren, Baldwin, Livonia, Dearborn and Bloomfield (she did a work visit to Bloomfield in the late 1980's) and is familiar with their job duties and responsibilities. Based on her conversations and observations, Wutzke believes she and Clextan have similar or greater job duties and responsibilities than those other department and branch heads. This is especially true when comparing branch heads with department heads. Wutzke testified that as Woods Branch Coordinator she is responsible for the "physical plant", the branch library, whereas a department head would not have such responsibility. Department heads in general, based on her observations, have less responsibility than she (or Clextan) has at Woods. Although some of her conversations/observations may be somewhat dated, Wutzke testified to recent conversations she has had with a current employee of the Library, Mr. Moffet, who use to be a department head at Baldwin. She testified that Moffet was "shocked" at how much responsibility she had, compared to department heads at Baldwin. She has also had conversations with the branch head at Livonia, Toni LaPorte, who use to be an employee of the Library. LaPorte, according to Wutzke, called her numerous times and based on their conversations Wutzke believes she and LaPorte have similar job duties and responsibilities, although Wutzke's branch is busier. She also has "friends" at the St. Clair Shores Library who are department heads and Wutzke testified that their job duties and responsibilities, while less than hers, are "comparable to the same kind of work that our technical service person does and audio visual (AV) department head does." Wutzke added, "We do have department heads despite what they say". An exhibit was

introduced detailing the job responsibilities of branch coordinators at the Library and it confirms Wutzke's testimony.

Petitioners also called librarian, Audio Visual (AV) Coordinator Diana Howbert, who testified that while there currently is no job description for her AV position, one of her "primary" responsibilities is with regard to the AV budget of \$110,000.00. Howbert makes or oversees all AV purchases for the main library estimated to be between \$55,000.00 - \$60,000.00 yearly, and while the branch coordinators and juvenile librarians make their own AV purchases, she "is responsible for tracking funds and invoices with the exception of video purchases...." All the invoices for the main library including invoices for books, tapes and music are her responsibility. She is also responsible for dealing with the numerous vendors the Library purchases from and handling all of that paperwork. Howbert's testimony concerning her duties and responsibilities was largely confirmed by Assistant Director ZurSchmiede, but ZurSchmiede also noted that while its' employee evaluation forms have spaces for the evaluation of "managerial duties", these spaces are not filled in or checked off on Howbert's appraisal. Several years ago when the Library was in the process of going to an automated system to track funds, Howbert spent one day visiting three metro area libraries (Southfield, West Bloomfield and Canton) to see how they operated their AV departments. In doing so Howbert spoke at length with the various AV department heads and based on her conversations and observations she testified that she does as much or more than these other AV department heads and has more responsibility in regards to "interacting with the public".

The Library's AV department, which is located in a separate enclosed room, consists of Howbert, one full-time and two half-time (16 hours each) support staff persons and three student assistants. Howbert prepares the work schedule for the AV department, which operates seven days a week. She testified that she has been involved in the hiring process, but not recently (since Bloom became director) as there hasn't been much turnover. She has also worked with Director Bloom regarding a "problem employee"

whom she (Howbert) counseled and who ultimately resigned. Howbert also provides "input" to Director Bloom regarding the performance of employees in her area, although Bloom makes the final decision regarding employees and signs the actual evaluations. Howbert wrote an extensive manual for the AV Department, which covers all aspects of the work done in this area. She confirmed the testimony of Wutzke that while various "job titles", such as Youth Service Coordinator, have been eliminated, the job duties still exist and are being performed. Howbert herself also performs reference desk duties.

Circulation Clerk at the Woods Branch, Lynne Severini testified that she has been an employee of the Library for approximately eight years. In addition to the job duties listed on her job description, Severini stated that she does most of the job duties of the "coordinator of circulation", a position that was eliminated at the Woods Branch. Severini testified that most of her job duties are not included in her "basic" job description. Thus, Severini stated that in addition to her "basic" duties, she works closely with the librarians and when new books, for example, are received she checks them off to make sure the order is complete; she boxes up old books for book sales; calls patrons regarding improper returns; checks for books that can't be found; puts holds on books for patrons; sets up the cash register and balances the cash account; prepares statistical reports to be sent to the main library; is in charge of the Friends of the Library book table; calls patrons regarding their orders; searches for lost books; takes care of the copier and when Wutzke isn't at the branch takes responsibility for things such as getting the maintenance person if the plumbing needs to be taken care of, the lights fixed or if salt needs to be put out or other maintenance needs to be performed; she assists during the children's story hour; goes to the bank for change; does stocking work; trains new substitutes and serves or has served on several committees such as Circulation, Staffing, (where she serves as Petitioners representative), Books on the Lake and the Building Committee for the new branch library. Severini also stated that in her opinion Circulation Coordinator Carol Evans does work comparable to support staff circulation heads at the other comparable libraries.

**Findings and Recommendations:**

In making each of my recommendations, I have carefully considered the evidence and arguments presented by the parties, including their Last Best Offers, LBOs, and post-hearing briefs. The LBOs were submitted after the close of the hearing herein and in some respects differ significantly from positions taken at the hearing, as discussed infra. I am attaching each sides LBO hereto. While there is a temptation to focus only on the LBOs, as they represent the latest proposals, this would in some respects ignore the considerable testimony taken on these issues over the seven days of hearing. Further, given the considerable "shifts" in positions herein, I am inclined to view a discussion of what transpired at the hearing as profitable to these ongoing negotiations. I believe all of the witnesses who testified did so truthfully and to the best of their ability. I have attempted to weigh and analyze this evidence using the standards set forth in MCL 423.239, discussed supra. Ultimately my conclusions and recommendations reflect what I consider to be fair and reasonable using these general guidelines and in the circumstances of this case.

**Duration:**

Throughout the hearing herein and very specifically on the last day of hearing, I informed the parties what I believed the issues were that I would be considering. Neither side disagreed with my summation of the issues. In their LBO's and post hearing briefs both sides have made proposals and arguments as to the duration of their next collective bargaining agreement. While there was some general discussion of this subject throughout the seven days of hearings, I never considered this to be an issue that the parties wanted me to address. It was "understood" that this would be a multi-year contract with retroactivity, but there was little, if any, evidence presented as to why the next contract should be of three, four or five years duration. After carefully reviewing all of the evidence and the post hearing positions/arguments of the parties, the weight of the evidence is that the next collective bargaining agreement should be for at least four years duration and possibly five. I do not believe the "evidence" presented is sufficient for me

to make a more precise recommendation. Accordingly, I recommend a multi year contract with retroactivity, the exact duration of which will be left to bargaining, consistent with my recommendation.

**Pensions:**

Petitioners initially asked me to address two issues that relate to employee pensions; the Employer's withdrawal of an early retirement/buyout proposal and its withdrawal of a proposal to increase matching pension 403(b) contributions. I see no reason to deal with these issues separately for each unit.

Turning first to the early retirement/buyout, this proposal allowed employees in both units who desired to retire, to receive "five (5) years of additional service credit time... the cost of the additional service credit time shall be borne by the Library." To participate the eligible employees had to make an "irrevocable" election and sign up by a specific date. The Employer maintains that this proposal as initially made and later modified to extend the window period for retirement, was withdrawn as of December 31, 2003. It argues that the proper forum for Petitioners to challenge the withdrawal of this proposal, which withdrawal was part of its bargaining strategy, is in an unfair labor practice proceeding. There are currently pending unfair labor practice charges filed by Petitioners against the Library. The Library's LBO was consistent with this position.

My initial reaction was to agree with Counsel for the Library that this issue was already before an administrative law judge and, therefore, should be dealt with in that forum. Closer analysis of the pending unfair labor practice charges and amended charges reveals that Petitioners have not specifically attacked the Employer's withdrawal of the early retirement/buyout proposal. That this issue could be addressed in an unfair labor practice proceeding and/or that the Library may have been privileged to withdraw this proposal, does not, I believe, preclude me from addressing the question of whether it should be reintroduced for future bargaining.



Clearly this proposal has been a key issue in the negotiations that have taken place and is likely to be a focal point of any future negotiations. Much argument was heard as to the reasons for the Employer's withdrawal and whether those reasons had shifted from economic to "bargaining strategy" during the course of these hearings. Petitioners offered evidence that the early retirement/buyout at issue herein would not cost the Employer any additional money after December 31, 2003. This evidence was not disputed.

Inasmuch as the parties are committed to further bargaining and as it does not appear that the early retirement/buyout proposal made by the Employer will cost more, I recommend that the Employer reintroduce this proposal for both units at the up-coming negotiations. This proposal covers crucial elements of these ongoing negotiations and without it I am concerned that the bargaining process will be frustrated.

Turning next to the second "pension" issue, I note that all of the pre-1994 employees are covered by the MPSERS pension plan. The post-1994 employees are eligible to participate in the Employer's 403(b) matching plan and it appears that thirteen do so although the exact level of their participation was not specified.

Petitioners contend that the Library is the only library among the comparables that does not have a "real pension plan" which is fully paid for by the employer. The Employer's Counsel took issue with this characterization of its pension plan noting that while its plan may be different than plans at the other "comparables", this is the plan the parties bargained; further, he argues, the trend in the private sector is towards such plans and this "trend" is starting to emerge in the public sector.

The real crux of the second issue (before I received Petitioners' LBO) concerns a proposal made by the Employer in February 2003 to increase its matching pension 403(b) contributions to four percent on July 1, 2004 and five percent on July 1, 2005. Petitioners maintained at hearing that they accepted this offer. The Employer argued that this offer was part of a package deal it made to reach agreement on a complete contract and when Petitioners failed to accept the total package, the pension aspects were taken off the table.

In its LBO, Petitioners put forth an entirely new pension proposal calling for different Employer contributions and related to the dismissal of its pending appeal to the Michigan Supreme Court, discussed supra. Petitioners' proposal is the same for each unit. The Library's position remains the same as articulated at hearing.

Certainly this, like the early retirement/buyout proposal is an important issue in these negotiations. However, unlike the early retirement/buyout proposal, this issue (the Employer's withdrawal of this proposal) is currently pending before an administrative law judge on charges filed against the Employer by Petitioners. Whether the Employer has legally withdrawn its' pension proposal must be decided by an administrative law judge. While it may not be my place to decide the legality of the Employer's withdrawal of this proposal, assuming arguendo the judge does not conclude that the parties have reached agreement on this issue, I recommend the Employer reintroduce its original proposal during future bargaining. Certainly if the Employer agrees to the proposal Petitioners have put forth in their LBO this would also be acceptable. However, I am not prepared to recommend this proposal.

**Long Term Disability, LTD:**

The facts surrounding this issue have been set forth supra. Suffice it to say that Petitioners initially sought to remove the current cap on long-term disability coverage, LTD, and the Employer wanted to retain the cap and coverage as it existed in the expired contract. Petitioners modified their position in the LBO so as to request that the cap be removed only in the librarians unit. The Employer offered evidence that its insurance carrier will not write LTD coverage without a cap and to raise the cap to \$5,000.00, as Petitioners originally proposed, would double the existing premium of \$11,000.00 to \$22,000.00.

To be capped at the existing maximum \$3,000.00 monthly LTD coverage, an employee must earn more than \$5,000.00 per month or \$60,000.00 per year. Only two of the Employers' current work force (Howbert and Wutzke) currently earn in excess of \$60,000.00 and even under the Petitioners' proposed compensation for unit employees, only four employees would be potentially effected (Howbert, Wutzke, Kitchell and Gregory). As noted supra, Gregory is currently on LTD. LTD coverage is also "supplemented" to some extent by a sick leave bank for each unit that provides coverage during the gap between the time when an employee exhausts his/her sick leave and LTD coverage begins.

Assuming arguendo that some carrier would write LTD coverage without a cap, it would no doubt be very costly and the effect on unit employees comparatively slight. Raising the cap to \$5,000.00 is also costly, and money I believe that can be better spent on matters of more immediate concern and benefit to these employees. Accordingly, I recommend that the existing LTD coverage and cap not be changed for either unit.

#### **Health Insurance:**

Perhaps the best starting point to examine this issue, one of considerable importance in these negotiations, is to look at how far apart are the parties. Currently, full-time employees in each unit receive an "allowance" of \$5,500.00, which they can take as cash or use to purchase insurance under the contractually provided cafeteria plans. Part-time employees are entitled to an allowance of \$2,750.00, prorated based on the hours the employee works. At the time of the hearing Petitioners sought a retroactive increase in the allowance to \$8,500.00 as of July 1, 2002 and an increase of \$500.00 every six months thereafter for the life of the contract. Thus, as of January 1, 2004, the allowance for full-time employees would be \$10,000.00 under the Petitioners' proposal. Petitioners were willing to "cap" employees who take cash in lieu of insurance at \$5,500.00 for full-time employees and \$2,750.00 for part-time employees. This same "cap" was part of the prior contract. In its LBO Petitioners continue to propose this cap for employees who take cash in lieu of insurance, but now want the Employer to reimburse employees "that

either paid to the employer sums in addition to the \$5,550 provided in 2001-2002 during either such year, or can provide appropriate records establishing that they used their own monies in excess of the \$5,500 withdrawn by them from the cafeteria plan to purchase health/medical insurance for themselves and their families, the Library reimburse them for such additional out of pocket...expenses..." and thereafter to pay the full amount of the employees health insurance, in both units.

The Library proposed an initial increase to \$6,500.00 effective February 2003, and increases of \$500.00 for each succeeding year of the contract. Using these figures, as of February 2004, the Library's proposed allowance for full-time unit employees would be \$7,000.00 or \$3,000.00 less per full-time employee than Petitioners initial proposal. In its LBO and post hearing brief, the Employer has modified its position somewhat, including proposing a "prescription drug rider" and "Blue Care Network Plan E will be substituted for Plan F", neither of which was raised during the hearings herein.

In 2003/2004, the cost of full family coverage under the Blue Care Network plan, the less expensive of the two plans currently offered, is \$10,608.00. MESSA Tri-Med, the other offered plan, will cost \$11,242.00 for full family coverage.

Much testimony and evidence was presented as to how many unit employees take cash in lieu of insurance, how many employees need full family coverage and the possible scenarios that might develop if coverage is raised as Petitioners' propose. There was also considerable evidence presented regarding the "trends" in health care coverage, the Library introducing documents showing that employees nationwide, private and public sector are being increasingly asked to bear more of the cost of health care. Petitioners countered that while this may be true in the private sector, one of the reasons employees agree to work for public employers are the better benefits.

Petitioners submitted un-rebutted evidence that at virtually all, if not all, of the "comparable libraries", the employers pay the full cost of its employees health insurance coverage and that the coverage provided at these comparable libraries, is "not

dramatically different" from that being currently offered to employees of the Library. Petitioners also note that none of the comparables has a cafeteria plan, but that, of course, is what these parties agreed to contractually. Counsel for the Library contends this trend is changing and in the future these employees too will be asked to bear some of the costs of their health insurance. Counsel also stated that they are not "wedded" to the current insurance plans or carriers. Petitioners, while agreeing that other carriers should be considered, do not want coverage reduced. Both sides agreed that I should not recommend any specific plan or coverage, but deal only with the dollar amount, "allowance", to be contributed.

When the parties agreed in their prior contract to cafeteria coverage and a set employer contribution of \$5,500.00, rather than the Employer paying the full costs whatever it might be, this amount was sufficient to purchase full family coverage under the Blue Care Network plan. While I doubt that either side envisioned health care costs escalating as they did, certainly Petitioners must have recognized the possibility that if \$5,500.00 purchased full family coverage in 1999/2000, it might not buy full family coverage in the remaining years of the contract. (The prior contract ran from July 1, 1998 to June 30, 2002) An exhibit submitted by Petitioners shows that from July 1, 1999 to June 30, 2000, full family coverage under the Blue Care Network plan cost \$5,323.24; by July 1, 2000 the same coverage cost \$6,344.16 and by July 1, 2001 \$7,838.28. The Employer argues that Petitioners agreed to the cafeteria plan because the "overwhelming majority" of employees wanted to take the \$5,500.00 cash in lieu of coverage. While it appears statistically that there is some truth to this argument, especially in the support staff unit, it is not as dramatic as the Employer contends.

Looking at all the evidence, I cannot say that either party has exactly the best of this issue, whether considered from the point of their original positions or as modified in their LBOs. By agreeing to a cafeteria plan, Petitioners took a chance that health care costs would not escalate as much as they did. Unfortunately this did not happen. This does not mean that Petitioners for all time should be stuck with unit employees paying for an

escalating portion of their health insurance and, as Petitioners point out, at all the other "comparables" the employers pay the full costs. This said, I believe the weight of the evidence suggests that employees at the Library, depending on the coverage they choose, may have to pay a portion of the costs. This should hardly be a surprise as even under the Petitioners' original proposal discussed supra, employees opting for full family coverage would incur some out-of-pocket costs. How much they should pay is a difficult question. The testimony of Branch Coordinator Clextan who, while he may not be the "model" for this Employer, on a salary of less than \$35,000.00, pays over \$5,000.00 out of his own pocket to purchase full family medical coverage was enlightening.

In attempting to work out at a "compromise", I have considered inter alia the number of employees who take full family verses single coverage in each unit. While there currently are differences between the units, I do not believe this requires a different conclusion for each unit. After all, who knows what employees will do when a new contract is reached. I have also been mindful of the experience of employees at the comparables, the costs of current coverage and the Petitioners' willingness to cap employees who take cash in lieu of insurance. While I cannot ignore the fact that this is a wealthy community and the Library has more than sufficient funds to meet all of Petitioners' demands, this is but a factor to be considered. While the parties have not yet been advised of the costs for Blue Care Network or MESA Tri-Med coverage in 2004/2005, it was estimated that costs would rise by ten to twenty percent across the board.

Having weighed all the evidence and arguments, I recommend that the current allowance of \$5,500.00 be increased retroactively to \$7,500.00 effective July 1, 2002 and be raised by \$1,000.00 every year thereafter during the life of the contract.<sup>22</sup> Thus, from July 1, 2002 until June 30, 2003, the allowance for full-time employees would be \$7,500.00 and from July 1, 2003 to June 30, 2004, \$8,500.00. Employees working part-time would receive \$3,750.00 on July 1, 2002 and increases of \$500.00 yearly thereafter. Employees

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<sup>22</sup> Both sides appear to agree that any agreement reached will be retroactive to July 1, 2002 and I so recommend.

who elect to take cash in lieu of coverage will be capped at \$5,500.00 for full-time employees and \$2,750.00 for part-time employees during the life of the contract. What carrier(s) and coverage(s) the parties ultimately agree upon will be left to collective bargaining.

One potentially troublesome aspect of this recommendation concerns employees who elect single coverage. My calculations indicate that increasing the allowance to \$7,500.00 effective July 1, 2002, would mean that an employee who purchased Blue Care Network single person coverage for \$3,448.00 would receive \$4,052.00 in cash, the difference between the \$7,500.00 allowance and the \$3,448.00 cost of coverage. The same scenario on July 1, 2003 would result in the employee receiving \$4,420.00 in cash in addition to the coverage. While I doubt that any employee who did not need insurance would in either of these scenarios pass up the \$5,500.00, depending on future costs and the duration of the contract a point could be reached where an employee would receive more cash (more than \$5,500.00) by electing single person coverage and taking the difference in cash.<sup>23</sup> It was my belief that the parties were going to address this issue in their LBOs and post hearing briefs; neither did so. Rather than attempt to cap in some way the amount an employee could receive after opting for insurance coverage, I have instead decided to leave this as an issue for the parties future bargaining. In the event a point is reached where an employee who elects single coverage and takes the difference in cash exceeds \$5,500.00, I would recommend that this be looked upon as a source of additional compensation and factored into overall compensation proposals.

#### **Compensation, Pre-1994 Librarians and Support Staff:**

There are currently nine pre-1994 unit employees, four in the librarians unit and five in the support staff unit.

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<sup>23</sup> Of course these amounts would be reduced if the employee also elects to take the optional vision and dental coverage.

In the librarians unit Branch Coordinator Wutzke currently earns \$65,800.00 (with stipend); librarian Howbert \$65,000.00 and librarians Kitchell and Gregory each receive \$56,000.00. Wutzke and Howbert earn less now than they did in 1994 and Kitchell and Gregory have had only slight increases in pay since 1994.

Petitioners' initially proposed increases that would raise Wutzke and Howbert to \$70,000.00 and Gregory and Kitchell to \$60,000.00 as of July 1, 2002. Petitioners LBO modifies its original proposal for the pre-1994 librarians, as set forth in the attached LBO. While the proposed increases are substantial for employees already earning considerably more than their post-1994 counterparts, Petitioners note that this is still far less than these employees would be earning today if only their wages had kept pace with annual inflationary cost-of-living increases.

The Employer opposes any increases for the pre-1994 librarians contending that they are already paid "above market rate" and that the increases sought are well beyond what any comparable employer is paying. The Employer submitted evidence that public safety officers (the lowest ranking law enforcement position) in the Grosse Pointe area, as of July 1, 2001, were paid between \$49,906.00 and \$51,336.00 as compared to the Library's pre-1994 librarians who earned between \$56,000.00 and \$65,000.00. As pointed out by Petitioners Counsel, there is no requirement that public safety officers have college degrees, much less a masters' degree. Also, it appears that these employees earn more than their base salary by working overtime.

The Employer did not agree that branch heads or department heads at any of the other "comparable" libraries were comparable to its librarians or branch coordinators.<sup>24</sup>

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<sup>24</sup> The fourteen comparable libraries both parties initially agreed on are: Birmingham, Bloomfield Twp, Chesterfield Twp., Eastpointe, Harper Woods, Madison Heights, Oak Park, Redford Twp., Roseville, Royal Oak, St. Clair Shores, Shelby Twp., Southfield and Troy. The nine the Petitioners would add are: Canton, Clinton Macomb, Dearborn, Livonia, Plymouth, Rochester Hills, Sterling Heights, West Bloomfield and Westland. Despite their agreement on the fourteen comparables, Petitioners in their post hearing brief argue that some of the fourteen should be excluded (Harper Woods, Redford Township, Roseville and Royal Oak) and that "other communities within Wayne, Oakland and Macomb counties...are more like the Grosse Pointe Public Library District Library than many of the libraries/communities that the parties have agreed are comparables." Petitioners also argue that the "other district libraries created by reason of the changes required by proposal A in 1994 (i.e., Ann Arbor, Battle Creek, Capital Area, Lansing and



Assuming arguendo, however, that Branch Coordinator Wutzke and senior librarians Howbert, Gregory and Kitchell are on a par with or above the branch heads and department heads at all of the twenty-three comparables, I note that in 2002-2003 branch heads at the comparables earned between \$44,777.00 (West Bloomfield) and \$62,787.00 (Dearborn);<sup>25</sup> department heads earned between \$35,700.00 (Chesterfield Twp.) and \$60,177.00 (West Bloomfield). The average pay of branch heads at the maximum pay level was \$59,256.00 and department heads \$54,752.00, average maximum. Adding the maximum pay for librarian II's and III's, assistant directors, library section coordinators, librarian coordinators, librarian specialist and adult service heads (all classifications the Petitioners contend are comparable to the Employer's librarians) lowers the average.<sup>26</sup> In the "Detroit, Ann Arbor, Flint, Michigan area", the mean annual compensation for all librarians surveyed was \$56,024.00 as of April 2002.

I am not unmindful that the compensation of two of the four pre-1994 librarians has not only not kept pace with inflation, but has actually decreased since 1994. Working without an increase in compensation for ten years, even in times of modest inflation, cannot be a pleasant experience. Similarly the fact that the Employer's rank in terms of compensation paid to its employees when compared to other libraries has fallen significantly, has not escaped my attention. The fact remains, however, that comparatively speaking and using Petitioners' arguments as to the classifications these four pre-1994 librarians should be compared with, they are already paid well within or above the maximum ranges for "comparable" employees at comparable libraries. I note also that using Petitioners' proposed wage increases, if Branch Coordinators Wutzke and Clextan (post-1994) each received the wage increases proposed, Wutzke would still be paid thirty thousand dollars more than Clextan.

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Kalamazoo)... " should also be included in my analysis. I have given careful consideration to Petitioner's arguments and evidence in support thereof. In the final analysis, however, and given my treatment of this issue infra, I am not persuaded that the changes suggested are warranted or would alter my ultimate recommendations.

<sup>25</sup> Only four of the twenty-three comparables have branch heads: Clinton-Macomb, Livonia, Dearborn and West Bloomfield. None of these four locations is on the agreed upon list of fourteen comparables.

<sup>26</sup> While I recognize that the Employer does not agree that all of these classifications or libraries are "comparables", for purposes of this analysis I have included all of the comparable libraries and employees Petitioners contend are comparable.

Certainly the Library has the ability to meet Petitioners' demands with respect to these pre-1994 librarians. As noted *supra*, however, my analysis must also consider what is fair and reasonable. Based on all of the evidence and arguments presented, my recommendation is that the pre-1994 librarians are not entitled to any wage increases at this time.<sup>27</sup> Indeed even looking ahead to 2003-2004, these employees are still at the high end or above the maximum range, and in the case of Wutzke and Howbert only one employee, the Assistant Director at Roseville, would earn more in 2003-2004.<sup>28</sup>

Turning next to the pre-1994 support staff, Circulation Coordinator Carol Evans currently earns \$36,534.00; Circulation Clerks Hilgendorf, Kreher and White each earn \$31,000.00 plus and Neumann who works part-time, is paid \$15,804.00. None of these employees has suffered a reduction in pay; Evans earned \$32,232.00 in 1994; Hilgendorf \$24,820.00; White and Kreher \$27,000.00 plus; and Neumann \$13,794.00. The compensation increases they received from 1994 to 2002 were in accordance with the prior collective bargaining agreements.

Petitioners originally proposed increases that would raise the wages of Evans, Kreher and White to \$39,000.00, Hilgendorf to \$34,000.00 and Neumann to \$19,500.00. This proposal was changed in Petitioners' LBO to include separate schedules for clerks I and clerks II, circulation head and maintenance. The Employer's proposed increases for these employees are set forth, *supra* Table D.

My comparison of the Library's support staff employees with their counterparts at the "comparables" was particularly difficult given the almost total lack of agreement between the parties on this issue. For example, at the Birmingham Library Petitioners contend

<sup>27</sup> Wutzke would of course be entitled to the 1.1% increase proposed by the Employer.

<sup>28</sup> Petitioners also propose "longevity pay of \$5,000.00 for all pre-1994 librarians with twenty (20) or more years of service to begin with the 2002-2003 fiscal years....". This is a modification of Petitioners original "longevity" proposal discussed *supra*, which was to benefit librarians Howbert and Wutzke and was to be dropped from the contract with their retirement. The current proposal has the same immediate effect, but would potentially also benefit other librarians. Inasmuch as I have already recommended that the pre-1994 librarians not receive any pay increase, I do not believe giving them a longevity increase would be warranted, and I so recommend.

that employees in the positions of clerk, circulation head, library associate 1 and library assistant 1, are all comparable to some of the Library's support staff employees. The salary for these positions at the minimum level ranged from \$18,700.00 (clerk) to \$39,500.00 (circulation head) and at the maximum level from \$23,992.00 (library assistant 1) to \$52,000.00 (circulation head). The Library contends that the only comparable position at Birmingham is that of clerk.

For purposes of this analysis I have included all of the positions Petitioners contend are comparable at the other libraries. This should not be construed as a finding that I agree with Petitioners, only that I am assuming *arguendo* their position for purposes of this analysis.<sup>29</sup>

Using figures taken from exhibits submitted by the parties, in 2002<sup>30</sup> at the fourteen libraries that were on both parties list of comparables,<sup>31</sup> support staff employees in all of the positions Petitioners contend are comparable to the Library's circulation clerks (excluding heads of circulation to be discussed *infra*) were paid from \$18,700.00 (Birmingham) to \$45,635.00 (Troy). The average salary for these employees at the minimum pay level was \$26,930.00 and at the maximum level, \$32,196.00. At the nine libraries Petitioners would include, the salary ranged from a low of \$18,072.00 (Canton) to \$40,643.00 (Livonia). The average salary at these nine libraries at the minimum level was \$25,034.00 and at the maximum level, \$32,230.00. Combining the two groups resulted in an average salary of \$25,982.00 at the minimum level and \$32,213.00 at the maximum level. Heads of circulation in 2002 at the fourteen agreed upon comparables earned between \$24,000.00 (Harper Woods) and \$52,000.00 (Birmingham). The average salary at the minimum level was \$31,886.00 and at the maximum level \$38,411.00. At

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<sup>29</sup> In cases where there was some doubt as to whether the classification was that of circulation clerk versus circulation head, I have used my judgment to decide this issue. There were not many such decisions, but one example may illustrate my methodology. Thus, at the Roseville Library, I designated the senior clerk position as being roughly comparable to a circulation head.

<sup>30</sup> I have attempted to use 2002 figures for these comparisons as the parties' last contract expired June 30, 2002.

<sup>31</sup> In my "comparisons" I have where possible compared the Library's employees, librarians and support staff, first with the agreed upon list of fourteen comparables and then with the nine libraries Petitioners would add and finally with the combined list of twenty-three unless otherwise noted.

the nine libraries Petitioners would add, the range was between \$24,000.00 (Canton) and \$47,290.00 (Rochester Hills). The average minimum at the nine was \$33,702.00 and the average maximum \$40,868.00. Combining the two groups resulted in an average minimum salary of \$32,794.00 and maximum of \$39,721.00. I have assumed that all five of these employees would fall nearer the top of the pay ranges given their high seniority with the Employer.

The Employer, as noted supra, argues that I should not be looking at "comparable libraries" when considering support staff increases, but rather at Grosse Pointe and the surrounding area as this is where they hire most of their support staff. It points to a recent hiring experience, discussed supra, to buttress this argument. The Employer's point is, I believe, well taken. Certainly at the lower levels of the support staff hierarchy, the low salaries paid would discourage anyone from traveling a great distance. Evidence was introduced as to what "clerks" working at the Grosse Pointe Public Schools, the City of Grosse Pointe Park and the City of Grosse Pointe were paid during the relevant time period.

The five pre-1994 employees, starting with Evans at \$36,534.00, are the highest paid employees in the support staff unit and Evans makes more than Branch Coordinator Clextan. Similarly Hilgendorf, Kreher and White currently earn more than several of the Library's librarians and even "½ time" support staff employee Neumann, if her salary is doubled would earn more than a level 1 or 2 librarian.

Like their counterparts in the librarians unit, I believe the pre-1994 support staff employees are paid at or near the top of the maximum average salary for employees working at the other comparable libraries and in the community in general. In some respects they have had a better experience than some of their counterparts in the librarians unit in that they have not suffered pay reductions, but have actually had regular pay increases in accordance with the two prior collective bargaining agreements. I believe that a reasonable and fair recommendation is that the pre-1994 support staff employees get the immediate increases proposed by the Employer (See table D supra),

but effective July 1, 2002. The effect of these increases will be to take most of these employees to or very near the maximum average for their positions, as discussed supra.

Petitioners have in their LBO proposed entirely new schedules for the support staff employees. For Circulation Coordinator Evans they propose a five level schedule starting at \$35,000.00 and going to \$40,000.00 at level five. With the immediate/retroactive increase I have recommended for this position (\$37,034.00), Evans would go to roughly level three effective July 1, 2002. The levels proposed by Petitioners for the circulation coordinator position are not out of range with those at the comparables for this position and I recommend their adoption.<sup>32</sup> This schedule would apply to only one classification, circulation coordinator.

Petitioners also propose for the first time in their LBO to establish two classifications for the Library's circulation clerks, clerk I and clerk II. Petitioners note certain qualifications for the clerk II position and then state that five employees qualify for the clerk II position, including pre-1994 clerks Hilgendorf and Kreher. The proposed pay schedule for this group starts at \$30,000.00 level one and goes to \$35,000.00 level five. The clerk I position starts at \$23,494.00 level one and goes to \$30,000.00 level five. Petitioners place full-time employee White of the pre-1994 employees in the clerk I group. For reasons noted infra with regard to the post-1994 clerks, I believe the pay ranges proposed by Petitioners for these employees are too high, irrespective of whether they are classified as clerks I or II. Further and consistent with my recommendation for the post-1994 support staff discussed infra, I see no reason to establish a clerk II classification. Petitioners raised this for the first time in their LBO. There was no discussion of it during the seven days of hearing and no evidence or arguments heard as to why there should be two clerks' classifications. Indeed this is contrary to an exhibit presented by Petitioners that has only one wage schedule for clerks. The Employer, in its post hearing brief opposes the creation of "this new classification." While there may be good reasons to have two clerk classifications, I do not believe this issue was put forth in such a

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<sup>32</sup> Obviously some adjustment will have to be made to match Evans with a specific level, either changing the pay levels to match her wage rate or adjusting the wage rate. This will be true also of other unit employees as discussed infra. I believe this is best left to future bargaining.

manner that I can recommend it. Rather, I recommend that the wage schedule for the clerks be in accordance with my recommended for the post-1994 clerks, discussed infra.

**Compensation, Post 1994 Librarians and Support Staff:**

The details concerning the wages and benefits of the post-1994 employees in both units, are summarized supra. Suffice it to say they are paid less than the pre-1994 employees and have been covered by the same collective bargaining agreements as the pre-1994 employees since approximately 1994.

Turning first to the post-1994 librarians, roughly nine in number, the wage increases initially proposed by Petitioners for these employees are set forth supra, Table A. Excluding the pre-1994 librarians, the overall percentage increase proposed by Petitioners for the first year is roughly fifteen percent. Petitioner's original proposal was modified by its LBO attached hereto.

The Employer accuses Petitioners of "attempting to re-bargain prior contracts" by seeking the "substantial" increases it proposes. An examination of the parties prior contracts confirms that increases for librarians in each of the two prior contracts were considerably less than what Petitioners now seek.

Petitioners also initially proposed ten levels of pay progression for the librarians unit starting at \$34,000.00 at level one and ending at \$60,000.00 at level ten. Petitioners level twenty (longevity) originally applied only to Wutzke and Howbert and was to be dropped from the contract with their retirements. In its LBO, Petitioners propose two salary schedules, one for librarian I's that starts at \$34,000.00 and tops out at \$50,000.00, level ten and a second schedule for librarian II's that starts at \$36,600.00 and tops out at \$60,000.00, level ten. Petitioners propose "longevity pay of \$5,000.00 for all pre-1994 librarians with twenty (20) or more years service...."

I have found it difficult to decide whom exactly to compare the Library's post-1994 employees, librarians and support staff, with at the "comparable" libraries. As noted supra these distinctions were not, in my view, so important for the pre-1994 employees, but they are for the post-1994 employees. The testimony of the Employer's witnesses suggested a narrow focus when comparing the Library's employees to employees at the comparables. Petitioner's witnesses, however, supported their position that the Employer has "collapsed the classes" of employees and my focus should be on the wide range of duties and responsibilities of these employees. I certainly have not, however, ignored the testimony of Ms. Sullivan that she excluded many of the higher classifications because they had "supervisory authority". While this may be true, it does not necessarily mean that these "supervisors" were being paid these higher wages only because they are "supervisors", or that the Library's employees are not performing many of the non-supervisory job duties performed by these persons and should be so compensated.

In the final analysis, I believe the testimony of Petitioners' witnesses establishes that the Library's employees, librarians and support staff, perform many of the duties and have responsibilities similar to employees holding these "higher level positions". While perhaps not entitled to the highest level of pay earned by these other employees they are entitled to be compensated within the average range for these positions.

While Petitioners contend that the Library's librarians are comparable to department heads, branch heads and senior librarians (librarians II and III's) at the comparables, it acknowledged that this was not true for all unit librarians. Looking at the post-1994 seniority list, excluding Burns and Mueller who were hired in September 1994, the other seven librarians were hired between 2000 and 2003. Excluding Clextan who as a branch coordinator must be compared with other branch heads, it does not seem appropriate to compare the remaining five "new" librarians with branch heads, department heads or even librarian III's at the comparable libraries. Accordingly, my analysis for this group, excluding Clextan, Burns and Mueller, has been with librarians I's and II's at the comparables.

Looking first at the salaries of librarians I's at the fourteen comparable libraries, the pay range in 2002 at the minimum level was between \$29,500.00 (Birmingham) and \$42,717.00 (Shelby Township). At the maximum level the range was between \$38,302.00 (St. Clair Shores) and \$53,598.00 (Troy). The average pay at the minimum level was \$35,502.00 and at the maximum \$44,204.00. At the nine libraries Petitioners would add, the pay range for librarian I's in 2002, at the minimum level was between \$32,000.00 (Canton) and \$43,968.00 (Sterling Heights); at the maximum level \$40,705.00 (Westland) to \$48,529.00 (Sterling Heights). The average pay at the minimum level was \$36,540.00 and at the maximum level \$45,303.00. Combining the two groups resulted in an average pay for librarian I's at the minimum level of \$35,918.00 and \$44,622.00 at the maximum level.

Performing this same analysis for the librarian II's<sup>33</sup>, the pay range at the minimum level at the fourteen libraries was between \$39,221.00 (Southfield) and \$47,600.00 (St. Clair Shores); at the maximum level it was between \$45,042.00 (Madison Heights) and \$62,946.00 (Troy). The average pay at the minimum level was \$41,823.00 and at the maximum \$50,228.00. At the nine libraries Petitioners would add, the pay range for librarian II's at the minimum level was between \$38,563.00 (Westland) and \$46,675.00 (Livonia); at the maximum level between \$47,290.00 (Rochester Hills) and \$54,743.00 (Dearborn). The average pay at the minimum level was \$42,432.00 and \$51,477.00 at the maximum level. Combining the two groups resulted in an average pay at the minimum level of \$42,094.00 and at the maximum level of \$50,783.00. I have given the ranges and averages for branch heads and department heads, *supra*.

The Library's post-1994 librarians earn between \$30,000.00 and \$43,055.00.<sup>34</sup> Without the "buyout" discussed *supra*, the Employer proposes immediate increases for the post-1994 librarians ranging from 3% to 8.3%. The 8.3% increase proposed for librarian Houser for example would take her from \$30,000.00 (level 1) to \$32,500.00 and by the

<sup>33</sup> While I recognize that the Employer does not agree that all librarian II's should be compared with its librarians, it has used the librarian II classification at several of the fourteen comparables as its comparison model.

<sup>34</sup> Only Priscilla Burns and Christine Mueller, who were hired in September 1994, earn \$43,055.00. Like the pre-1994 librarians they are not on the current contractual pay schedule.



last year of the Employer's proposed contract, 2006, to \$39,250.00, for a total percentage increase averaging 7% over the life of the contract.<sup>35</sup> All but Burns and Mueller, who average 3% over the life of the contract, receive between 7% and 7.6% four-year average increases in the Employer's proposal.<sup>36</sup> The Employer's proposed pay schedule without buyouts for the librarians unit at level one in February 2003, starts at \$32,000.00 and at level ten on May 2006 tops out at \$48,450.00.<sup>37</sup>

Turning first to the branch coordinator position, and specifically the Park Branch Coordinator, it is clear that John Clextan, who currently holds this position, is woefully underpaid at his current salary of \$32,100.00 plus the \$2,800.00 stipend. As noted *supra* comparables earned between \$42,207.00 and \$62,787.00 in 2002. Clearly the increase sought by Petitioners to \$36,600.00, retroactive to July 1, 2002 is warranted and I so recommend.

Looking next at "new" librarians Gallagher, Houser, Marsden, Martin, Moffett and Quinlan, in 2002 the average pay for librarian I's combining minimum and maximum levels at the twenty-three comparables is just over \$40,000.00. The average pay for librarian II's at the twenty-three comparables, combining minimum and maximum levels is just over \$46,000.00. The immediate pay increases originally sought by Petitioners (See table A, *supra*) for these "new" librarians are substantial, and the level increases after level one too great. I believe, however, the level one increase of \$34,000.00 originally proposed by Petitioners is fair and reasonable and I recommend its adoption. The level increases after level one will be as discussed *infra*. Employees hired after July 1, 2002, such as Gallagher and Martin would start at level one, but at the wage rate for the year they were hired.

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<sup>35</sup> The Employer's proposal with "buyouts" increases the amounts significantly. Houser, for example, would get an immediate increase of 13.3%, raising her to \$34,000.00, the same amount proposed by Petitioners, albeit at an earlier date, July 1, 2002. This is true for all the post-1994 librarians except Burns and Mueller for whom the Employer has proposed 3% increases with or without a buyout.

<sup>36</sup> With "buyouts" the range increases from 3% to 14.8%.

<sup>37</sup> With "buyouts" it starts at \$34,000.00 level 1 and goes to \$50,000.00 level ten, 2006.

With respect to the two remaining post-1994 librarians, Burns and Mueller, both of whom are currently paid \$43,055.00, their salaries are more in line with the range of salaries paid to librarian I's and II's and even department heads (using Petitioners' argument that the Libraries' experienced librarians perform many, if not all of the duties of department heads) at the comparable libraries. The \$6,545.00 immediate increases sought by Petitioners for these two librarians, while not taking them outside the maximum range at the comparables, seems a bit excessive. This is especially true if one compares them to, for example, Branch Coordinator Clextan who would be paid significantly less than Burns and Mueller, while having the additional responsibility of managing a branch library. While I recognize that both Burns and Mueller have six years more seniority than Clextan, I still see the pay differential as problematic. Accordingly, I recommend that Burns and Mueller receive the increases proposed by the Employer, three percent, but effective July 1, 2002.<sup>38</sup>

Both parties have proposed ten pay levels for the librarians unit albeit not with two schedules as proposed by Petitioners and with different dollar amounts at the various levels. The difference between their proposals is considerable. Thus, Petitioners propose two pay schedules, one for librarian I's that starts at \$34,000.00 and tops out at level ten at \$50,000.00 and another for librarian II's that starts at \$36,600.00 and tops out at \$60,000.00, level ten. Petitioners contend that in addition to Wutzke and Clextan, the only librarians currently classified as librarian II's, Howbert, Burns and Mueller should be treated as librarian II's. The Employer's pay schedule, with buyouts, starts at \$33,000.00, level one and tops out at \$44,000.00, level ten as of February 2003. As of June 2007, the last year of the Employer's proposed contract, level one is \$39,000.00 and level ten, \$50,000.00. The Employer proposes only one pay schedule for both librarian I's and II's.

As to whether there should be two salary schedules, I recommend two schedules. At the present time the only librarian II's are Clextan and Wutzke and Wutzke is not on the

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<sup>38</sup> This would take Burns and Mueller to \$44,347.00 or roughly level nine of the librarian I's pay schedule discussed *infra*.

salary schedule. Thus only Clextan, absent an agreement of the parties to include other librarians on the librarian II schedule, would be covered by this schedule. As noted supra, I have recommended that Clextan receive an immediate increase to \$36,600.00, level one. The pay range proposed by Petitioners for this position, however, averaging about six to seven percent, is too great. I propose instead that at each level after level one, the level increase be 3.5%. This range would apply, however, to only one employee, Clextan, absent agreement of the parties to include others in the librarian II group.

The pay range for librarian I's and II's at all twenty-three of the "comparable" libraries was between \$29,500.00 and \$62,946.00. This is a very considerable range and no doubt reflects widely diverging duties and responsibilities, and possibly even supervisory responsibility given to these employees at the different libraries. I have recommended that the pay for librarian I's start at \$34,000.00. The level increases proposed by Petitioner for this group are, as noted supra, too great. I propose instead that at each level after level one, the step increase be 3.5%. I will leave it to the parties bargaining to decide where the various employees fit on this schedule, consistent with my recommendations.

The post-1994 support staff, fourteen in number, include six full-time circulation clerks, six part-time or half time circulation clerks and two full-time maintenance employees.

The full-time post 1994 circulation clerks were paid as of June 30, 2002 between \$20,488.00 (Step 1) and \$23,220.00 (Step 5). The two full-time maintenance employees were paid respectively \$23,494.00 and \$26,225.00. Petitioners seek immediate increases for the circulation clerks of up to \$8,780.00 for full-time clerks Lozon and Severini, which would take them to \$32,000.00 as of July 1, 2002.

Using the same methodology I used for the post-1994 librarians, supra, at the minimum level the range of pay for full-time circulation clerks and employees roughly equivalent to circulation clerks at the fourteen comparable libraries was between \$18,700.00 (Birmingham) and \$34,569.00 (Roseville); at the maximum level the range was between

\$21,840.00 (Southfield) and \$45,635.00 (Troy).<sup>39</sup> The average minimum pay for full-time clerks at the fourteen libraries is \$26,930.00 and the average maximum \$32,196.00. At the nine libraries Petitioners would add, the range of pay at the minimum level was between \$18,072.00 (Canton) and \$36,524.00 (Livonia). At the maximum level the range was between \$23,992.00 (Rochester Hills) and \$40,643.00 (Livonia). The average pay at these nine libraries at the minimum level was \$25,034.00 and at the maximum \$32,230.00. Combining the two groups, the average pay at the minimum level at all twenty-three libraries is \$25,982.00 and at the maximum level \$32,213.00.

The Employer, as noted supra, argues that it does not compete with other libraries for clerks and maintenance staff, but with local employers in the Grosse Pointe and surrounding area. It also contends that the substantial increases originally sought indicate that what Petitioners are really trying to do is to renegotiate prior contracts, as no comparable employer is paying, for example, a 37.81% immediate increase such as that sought for Lozon and Severini.

I am struck by several conflicting thoughts with regard to this group (post-1994 clerks). First, the immediate increases sought by Petitioners are in some cases so considerable that they could be called, as suggested by the Employer, "out of line" with the increases being paid by other comparable employers or employers in general. Second, while the increases are considerable, they would not necessarily take these employees out of the "range" being paid to "clerks" at other comparable libraries or at other area employers. The pay range proposed by Petitioners for this group goes from \$23,494.00 to \$34,000.00 whereas the range at all twenty-three comparables runs from \$18,072.00 to \$45,635.00. Third, while the weight of the evidence supports the Employer's claim that it does not compete with other libraries when hiring clerks and maintenance employees, this does

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<sup>39</sup> For purpose of this analysis I have excluded all circulation heads and comparable positions and all maintenance/custodial classifications. I have, however, included in the averaging all positions either side contended were comparable. Thus, for example, at Bloomfield Township, I have included both library clerk and assistant head grade four in my analysis for this position. While I recognize that this includes a position, assistant head grade four, that the Library would not include, it is consistent with my belief that the Library was too restrictive in its decisions regarding who were the comparables. Using the averaging system I have chosen and looking at a range of salaries and averages will, I believe, give a better standard by which to measure the Library's circulation clerks.

not necessarily mean that I should ignore what clerks and maintenance employees at other comparable libraries are earning.

To resolve this dilemma I have devised a wage schedule for this group different from that proposed by either side. Petitioners originally proposed seven levels, with longevity level fifteen, whereas the Employer proposed five levels with no longevity.<sup>40</sup> Consistent with my decision *supra*, not to establish a second clerks' classification, I am recommending ten levels for this group, the same as the librarians. As to the pay ranges, the immediate increases sought by Petitioners' are too great and those offered by the Employer too small. I recommend that effective July 1, 2002 in the clerks unit, level 1 be raised to \$22,000.00, and each level thereafter be increased by five percent, which by my calculations would place level ten at \$34,139.00. The four pre-1994 support staff employees (Hilgendorf, Kreher, Neumann and White) should also be included on this schedule and will fall nearer the top of the pay range.

The parties have proposed separate schedules for the two maintenance employees with different ranges of pay. Petitioners' original schedule for the maintenance employees started at the same pay as the clerks for proposed levels 1 and 2 and then dropped off sharply thereafter. Petitioners' Counsels explanation for this difference was that the clerks are or become more skilled with time and should, therefore, be paid more at these higher levels. In its LBO Petitioners have modified their proposal for the maintenance group proposing seven levels of pay progression, level one being the same as its proposed level one for clerks I and level seven just one-thousand dollars less than level five for clerks I. The Employer's proposal favors maintenance employees at the beginning levels and in the first three years of the contract, but then has levels identical to the clerks at year four of the contract. No maintenance employees were called to testify and little if any evidence was offered about their duties, skill level (i.e., do they perform any skilled or semi-skilled maintenance such as plumbing, electrical or carpentry work) or why they were paid more than clerks under the prior collective bargaining agreement, and how it

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<sup>40</sup> Petitioners' LBO no longer has a longevity level for this unit and I have accordingly dropped it from consideration.

was that the "situation" changed. Indeed, the only "evidence" as to this group was the statement of Petitioners' Counsel recounted supra.

I see no reason to differentiate between these two groups. Certainly no real evidence was proffered as to why there should be a difference, and accordingly I recommend that the schedule for the maintenance employees be identical to the ten-step schedule that I have recommended for the circulation clerks. As with the clerks, adjustments will have to be made to fit the employees at a level on the schedule. Part time and half time employees will also require some adjustment, which I recommend be left to future collective bargaining.

#### **Branch Coordinator "Stipends":**

The Employer's two branch coordinators, Wutzke at the Woods Branch and Clextion at the Park Branch, each receive a stipend of \$2,800.00 for being branch coordinators. The Employer has proposed raising this stipend to \$3,800.00, six-months before the opening of the new branch libraries, estimated to be October 1, 2004 for Park and October 1, 2005 for Woods.<sup>41</sup>

Petitioners originally proposed to end the set stipend and instead increase the compensation of branch coordinators by two dollars per hour. Assuming Wutzke and Clextion each worked the standard 2080 hours per year, this would amount to \$4,160.00 additional compensation. While the Employer argued that the \$360.00 difference (using the no buyout figures) between their respective proposals was de minimus, Petitioners correctly observed that under the Employer's proposal the "raise" is deferred to a date in the future, while their proposal would result in an immediate, indeed retroactive, pay increase. Petitioners also argued that to get the \$1,000.00 increases for branch coordinators, it would undoubtedly have to "give up" some other monetary benefit. This, of course, could be equally true for the two dollars per hour increase. In its LBO

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<sup>41</sup> With the "buyout" discussed supra, the Employer's proposal would raise the yearly stipend to \$4,000.00.

Petitioners now propose that both branch coordinators "receive the \$4,000.00 branch head (coordinator) stipend... for 2002-2003 and thereafter during the life of the agreement".

There was considerable testimony regarding the duties and responsibilities of branch coordinators and how their duties and responsibilities are similar to or exceed those of branch heads and department heads at the other "comparable" libraries. Without doubt most, if not all, of these comparable branch heads and department heads earn more than Clepton and less than Wutzke.

In the final analysis, the only significant difference between the parties on this issue is whether the increase in the stipend should be made retroactive. The Employer argues that it should not "since there is no testimony on the record that their responsibilities changed...." Nor was there any testimony that the opening of the new branches will result in a significant change in their responsibilities. This affects only two employees, one of whom, as I have already noted, was "woefully underpaid..." in 2002-2003. I see no reason for separating these two employees and therefore I recommend that Petitioners' proposal as modified in its LBO be adopted.<sup>42</sup>

### **Increases In Succeeding Years of the Contract**

Petitioner's original proposal was to "only" increase wages by four percent in each succeeding year of the contract. This proposal was modified in its LBO and post hearing brief, linking the increases in each succeeding year of the contract to my compensation recommendations. The proposed increases ranged between three and four percent depending on my recommendations. The Employer linked wage increases in subsequent contract years to "How the parties resolve the first year..." and specifically who in the

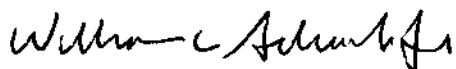
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<sup>42</sup> While I recognize that these "increases" are not for Wutzke or Clepton per se, but go with the position of branch coordinator, it is difficult to talk about this issue without reference to the individuals currently holding these positions. The fact that others might later hold these positions would not change my recommendation.

bargaining units get pay increases and how much. The Employer's arguments vis-à-vis this issue have been noted supra.

I had hoped that the parties would point to some specific examples in the voluminous documents they presented, that would shed some light in this issue. One of the exhibits submitted was a collective bargaining agreement between the City of Roseville, Michigan and one of its unions. The cost of living adjustment in this contract was three-percent per year from July 1, 2003 to July 1, 2006. While it is impossible to accurately predict the future, the current rate of inflation is, as the Employer notes, low. I note also that in the fact finding involving the Detroit Public Library, cited to me by the parties, Fact Finder George T. Roumell, Jr., recommended only a ten percent adjustment over a three-year period (July 1998 to June 2001). Based on all of the evidence, it is my recommendation that the increase in succeeding years of the contract be three percent per year.

My preference would have been for a more concise package of recommendations, especially in regards to the compensation increases. This was all but impossible, however, given the widely diverging and changing proposals made by each side and their lack of agreement on so many issues. That said, in making all of my findings and recommendations herein, I have tried not only to consider what is fair and reasonable, but also what arbitrator George T. Roumell, Jr. has termed the "art of the possible", "a formula or equation that will lead the parties to settlement, even if reluctantly." Detroit Public Library and UAW Local 2200, supra.



William C. Schaub, Jr.  
Fact Finder  
May 7, 2004



**State of Michigan**  
**EMPLOYMENT RELATIONS COMMISSION**  
**FACT FINDING**

Grosse Pointe Public Library

Case Number: D02C0378  
D02C0379

And

Michigan Education Association  
(Grosse Pointe Public Library Librarians  
and  
Grosse Pointe Public Library Support Personnel)

Before Fact Finder:

William C. Schaub Jr., Esq.

**Association's Post Hearing Offers  
As Directed by Fact Finder**

The Association has prepared these offers as they are proposed for each group with the understanding that the Fact Finder is not to accept one party's position or the other's on each separate issue, or come somewhere in between such positions in making his Report and Recommendations to the parties.

The Association believes that each year of salary for each group is a separate issue and ought to be considered such.

The non-salary issues, including duration, pre-1994 retirement service credit purchase, post-1994 pension, health insurance and long-term disability benefits are separate issues for each group each year as well.

## **Duration**

### **Librarian**

The Association proposes that the duration of the contract be no more than five (5) years nor less than three (3) years, depending upon whether the Library agrees to purchase five (5) years of service credit for the pre-1994 members of the Association in the bargaining unit that may wish to retire or terminate their employment with the Library prior to the end of 2005 and make mandatory contributions to the existing defined contribution plan beginning this calendar year (2004) for non-transferred (post-July 1, 1994) employees. The Association proposes the duration of five (5) years if the above conditions are met and three (3) years if they are not.

### **Library Support Personnel**

The Association proposes that the duration of the contract be no more than five (5) years nor less than three (3) years, depending upon whether the Library agrees to purchase five (5) years of service credit for the pre-1994 members of the Association in the bargaining unit that may wish to retire or terminate their employment with the Library prior to the end of 2005 and make mandatory contributions to the existing defined contribution plan beginning this calendar year (2004) for non-transferred (post-July 1, 1994 employees). The Association proposes the duration to be five (5) years if the above conditions are met and three (3) year if they are not.

## **Salary**

The Association views each year of the salary schedule/pay as a separate issue for each group.

## Librarians

### Librarian I

1	2	3	4	5	6	7	8	9	10
\$34,000	\$35,750	\$37,500	\$39,250	\$41,000	\$42,750	\$44,500	\$46,250	\$48,000	\$50,000

### Librarian II

1	2	3	4	5	6	7	8	9	10
\$36,600	\$39,200	\$41,800	\$44,400	\$47,000	\$49,600	\$52,200	\$54,800	\$57,400	\$60,000

No person hired as Librarian I who is promoted to Librarian II will suffer a reduction in pay.

For 2002-2003, Librarian II's are assigned to the following steps of the salary schedule and thereafter shall move from step to step on their anniversary date.

J. Clexton - Step I

P. Burns and C. Mueller are at Step 6

D. Howbert and L. Wutzke are off schedule

The Association recognizes that the transferred Librarians require separate consideration for reasons set forth on the record.

### Pre-1994 Librarians

Four (4) librarians were transferred from the Grosse Pointe Public School System District in July, 1994.

Librarians (Listed by Date of Hire)	Date of Hire	2001-2002 Salary
Diana Howbert	3/17/1975	\$65,000
Leslie Wutzke	7/1/1980	\$63,000
Helen Gregory	10/1/1985	\$56,000
Margaret Kitchel	9/30/1985	\$56,000

For 2002-2003, the Association proposes that Ms. Gregory (who has been on long-term disability because of life threatening health issues since September of 2003), a \$4,000 per year increase for the portion of the year that she did work, up to \$60,000. Ms. Kitchel's 2002-2003 salary is proposed to be \$60,000. Neither Ms. Kitchel nor Ms. Gregory are department heads or branch heads and therefore would not be classified as Librarian II's under the salary and classification system being proposed by the Association.

Likewise, the Association proposes longevity pay of \$5,000 for all pre-1994 Librarians with twenty (20) or more years of service, to begin with the 2002-2003 fiscal year, thereby raising Ms. Howbert's annual pay to \$70,000 and that of Ms. Wutzke to \$68,000.

The Association also proposes that Ms. Wutzke and Mr. Clexton receive the \$4,000 Branch Head (Coordinator) stipend (an increase of \$1,200 over the 2001-2002 year) for 2002-2003 and thereafter during the life of the Agreement. (Ms. Wutzke - \$72,000; Mr. Clexton - \$40,600)

The Association proposes that in years after 2002-2003, that each step of both salary schedules and the annual salaries of each of the pre-1994 librarians listed above be increased by the same percentage.

#### 2003 - 2004

If the Fact Finder recommends the Association's proposed 2002-2003 salaries, then three percent (3%) increase in all steps of the salary schedules, including all those pre-

1994 members who are on individual steps, if the Library agrees to purchase five (5) years of service credit for those bargaining unit members who qualify for normal retirement and agree to retire during this year; three and one half percent (3.5%) without such purchase.

If not, then the Association proposes that increases proposed in all subsequent years are proposed to be increased by an additional one percent (1%). (i. e. 4% rather than 3%)

#### 2004 – 2005

Three percent (3%) increase in all steps of the salary schedule, including all those pre-1994 members who are on individual steps, if the Library agrees to purchase five (5) years of service credit for all those pre-1994 bargaining unit members who become eligible to retire by reaching the normal retirement age and who agree to retire during such year; three and one half percent (3.5%) without such purchase.

#### 2005 – 2006

Three percent (3%) increase in all steps including all those pre-1994 members who are on individual steps, if the Library agrees to purchase five (5) years of service credit for all those pre-1994 bargaining unit members who become agree to retire at the normal age of retirement or agree to terminate their employment with the Library by the end of this contract year; three and one half percent (3.5%) without such purchase.

#### 2006 – 2007

Four percent (4%) increase in all steps including all those pre-1994 members for whom five (5) years service credit has not been purchased.

#### Support Personnel

The Association views each year of the salary schedule/pay as a separate issue for each group and recognizes that the transferred employees require separate

consideration for reasons set forth on the record.

2002-2003

Pre-1994 Clerk I – \$33,000 (for full-time)

(C. White; & .5 of that amount for L Neumann and C Poletis)

Post-1994 Clerk I: ( fulltime)

1	2	3	4	5
\$23,494	\$25,500	\$27,000	\$29,000	\$30,000

Clerk II (Requires four [4] years experience, and has A. V. tech, tech, or assistant circulation head duties— currently five [5] such persons with such added duties/responsibility):

(M. Hilgendorf, C Kreher, E Corrado, S. Lozon, and L Severini)

1	2	3	4	5
\$30,000	\$32,000	\$33,000	\$34,000	\$35,000

Circulation Head:

( C. Evans)

1	2	3	4	5
\$35,000	\$36,500	\$37,500	\$38,500	\$40,000

Maintenance:

1	2	3	4	5	6	7
\$23,494	\$24,500	\$25, 500	\$26,500	\$27,000	\$28,000	\$29,000

2003 – 2004

If the Fact Finder recommends the Association's salary position for 2002-2003 then, three percent (3%) increase in all steps of the salary schedules, including all those pre-1994 members who are on individual steps, if the Library agrees to purchase five (5) years of service credit for those bargaining unit members who qualify for retirement and agree to retire during this year; three and one half percent (3.5%) without such purchase.

If not, then the Association proposes the percent increase in subsequent years be increased by an additional one percent (1%) for each year.

#### 2004 – 2005

Three percent (3%) increase in all steps of the salary schedule, including all those pre-1994 members who are on individual steps, if the Library agrees to purchase five (5) years of service credit for all those pre-1994 bargaining unit members who become eligible to retire by reaching the normal retirement age and who agree to retire during such year; three and one half percent (3.5%) without such purchase.

#### 2005 – 2006

Three percent (3%) increase in all steps including all those pre-1994 members who are on individual steps, if the Library agrees to purchase five (5) years of service credit for all those pre-1994 bargaining unit members who agree to retire at the normal age of retirement or agree to terminate their employment with the Library by the end of this contract year; three and one half percent (3.5%) without such purchase.

#### 2006 – 2007

Four percent (4%) increase in all steps including all those pre-1994 members for whom five (5) years service credit has not been purchased.

## **Pension**

The Association believes that pensions are a separate issue for each bargaining unit.

## **Librarians**

### **Pre-1994 Members**

The Association proposes that the Library purchase five (5) years of service credit for all members of the Librarian bargaining unit that may wish to terminate their employment with the Library Board prior to the end of 2005, if such service credit is purchased for them prior to that time.

### **Post-1994 Members**

The Association would agree to the dismissal of its recently pending appeal claiming entitlement for all non-transferred employees to the Library hired after July 1, 1994, to be covered by the City of Harper Woods Pension Plan, if the Library will contribute, beginning with calendar year 2004, a minimum of six percent (6%) of each covered employee's salary to the existing defined contribution plan as well as match dollar for dollar up to two percent (2%) additional of each covered bargaining unit member who does contribute; and match up to another four percent (4%) on the basis of one dollar (\$1.00) of employer matching funds for each two dollars (\$2.00) of employee funds in excess of eight percent (8%) not to exceed twelve percent (12%) of the employee's base salary.

## **Library Support Personnel**

The Association believes that pensions are a separate issue for each bargaining unit.



### **Pre-1994 Members**

The Association proposes that the Library purchase five (5) years of service credit for all members of the Library Support Personnel bargaining unit that may wish to terminate their employment with the Library Board prior to the end of 2005, if such service credit is purchased for them prior to that time.

### **Post-1994 Members**

The Association would agree to the dismissal of its recently pending appeal claiming entitlement for all non-transferred employees to the Library hired after July 1, 1994, to be covered by the City of Harper Woods Pension Plan, if the Library will contribute, beginning with calendar year 2004, a minimum of six percent (6%) of each covered employee's salary to the existing defined contribution plan as well as match dollar for dollar up to two percent (2%) additional of each covered bargaining unit member who does contribute; and match up to another four percent (4%) on the basis of one dollar (\$1.00) of employer matching funds for each two dollars (\$2.00) of employee funds in excess of eight percent (8%) not to exceed twelve percent (12%) of the employee's base salary.

### **Health Insurance**

The Association views health insurance as a separate issue for each group for each year.

### **Librarians**

The Association proposes that those who do not wish to elect to be provided by the Library with either of the health insurance programs set forth in the 1998-2002 Agreement that their respective marital/family situation may require, and choose to take cash in lieu of health/medical insurance in the future, shall have the amount of cash in lieu of such insurance be capped at \$5,500 for the duration of the Agreement. The Association proposes that as to the 2002-2003 and 2003-2004 contract years, prior to the institution of the fully employer paid health/medical insurance program, as to those members that either paid to the employer sums in addition to the \$5,500 provided in 2001-2002 during either such year, or can provide appropriate records establishing that they used their own monies in excess of the \$5,500 withdrawn by them from the Cafeteria Plan to purchase health/medical insurance for themselves and their families, the Library reimburse them for such additional out of pocket medical insurance expenses for such year.

#### Library Support Personnel

The Association proposes that those who do not wish to elect to be provided by the Library with either of the health insurance programs set forth in the 1998-2002 Agreement that their respective marital/family situation may require, and choose to take cash in lieu of health/medical insurance in the future, shall have the amount of cash in lieu of such insurance be capped at \$5,500 for the duration of the Agreement. The Association proposes that as to the 2002-2003 and 2003-2004 contract years, prior to the institution of the fully employer paid health/medical insurance program, as to those members that either paid to the employer sums in addition to the \$5,500 provided in 2001-2002 during either such year, or can provide appropriate records establishing that they used their own monies in excess of the \$5,500 withdrawn by them from the Cafeteria Plan to purchase health/medical insurance for themselves and their families, the Library reimburse them for such additional out of pocket medical insurance expenses for such year.

#### Long Term Disability (L. T. D.)

The Association believes that long-term disability is a separate issue for each bargaining unit.

#### Librarians

The Association proposes to remove the \$3,000 cap in the Librarian's Contract and substitute language that says the L. T. D. insurance will cover sixty percent (60%) of the base pay of each covered employee.

#### Library Support Personnel

No change in the Library Support Personnel Association Contract is proposed. The L. T. D. cap in that Contract will continue to be \$3,000 for the duration of the successor Agreement.

#### Staffing and Substitute Issues

Staffing and substitute issues are to be addressed by the parties in future negotiations to occur during the proposed life of the Agreement as the new Branches are opened and staffed.

For the Grosse Pointe Public Library Librarians Association, MEA/NEA

Daniel J Hoekenga

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January 28, 2004

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Signature

Date

For the Grosse Pointe Public Library Support Personnel Association, MEA/NEA

Daniel J Hoekenga

January 28, 2004

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Signature

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Date

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

GROSSE POINTE PUBLIC LIBRARY,

Respondent,

-and-

MICHIGAN EDUCATION ASSOCIATION,

Petitioner.

Case No. D02C0379

Fact-finder William Schaub

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Daniel J. Hoekenga (P15026)  
38550 Garfield Road, Suite B  
Clinton Township, MI 48038  
(586) 228-0100

Steven H. Schwartz (P41721)  
Steven H. Schwartz & Associates, P.L.C.  
31600 W. Thirteen Mile Road  
Suite 125  
Farmington Hills, MI 48034  
(248) 626-7500

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**GROSSE POINTE PUBLIC LIBRARY'S LAST  
BEST OFFER- SUPPORT STAFF**

Grosse Pointe Public Library, by its attorneys, Steven H. Schwartz & Associates, P.L.C., submits its Last Best Offer for the Support Staff bargaining unit.

**Response to MEA's Demands (in order the MEA's February 18, 2003 Proposal)**

- 1) **Staffing Committee:** The Library has met with Union representatives to discuss staffing needs. The two sub-committees agreed that no meaningful assessment can be made until the new facilities are open and operating. The Library will not agree to any mandatory staffing requirements.

- 2) Recognition: The Library does not agree that any change from the existing contract language is warranted.
- 3) Sick Leave: The Library agrees to the September 4, 2002 tentative agreement.
- 4) Long-Term Disability: The Library does not agree that any change from the existing contract language is warranted.
- 5) Personal Leave: The Library does not agree that any change from the existing contract language is warranted.
- 6) Substitutes: The Library does not agree that any change from the existing contract language is warranted.
- 7) Salary Schedule: See the schedule described in Exhibit I. Retroactive pay for wages back to July 1, 2002 will be issued to employees still on the payroll, on medical leave/long-term disability or who have retired as of the date the contract is executed.
- 8) Cafeteria Plan: See the schedule described in Exhibit I. Retroactive pay for the cafeteria plan back to July 1, 2002 will be issued to employees still on the payroll, on medical leave/long-term disability or who have retired as of the date the contract is executed. Effective six weeks after the contract is executed or as soon thereafter as possible, (1) the prescription drug rider co-pay for Blue Care Network will be changed from \$5 for generic drugs and \$10 for brand name drugs to \$10 for generic drugs and \$20 for brand name drugs and (2) Blue Care Network Plan E will be substituted for Plan F.
- 9) Retirement/Pension: The Library does not agree to any improvement in the defined contribution plan. The Library rejects the Union's demands for pension improvements. In the event that a Court orders the Library to include the post-1994

bargaining unit employees in the City of Harper Woods' Retirement System, all aspects of compensation should be reopened.

The Library agrees to maintain the pre-1994 employees in the MSPERS pension plan.

10) Early Retirement: No early retirement.

Respectfully submitted,

By: \_\_\_\_\_

Steven H. Schwartz (P41721)  
Steven H. Schwartz & Associates, P.L.C.  
3166 W. Thirteen Mile Road  
Suite 125  
Farmington Hills, MI 48334

Date: January 28, 2004

Grosse/staffneg02/lbo

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

GROSSE POINTE PUBLIC LIBRARY,

Respondent,

-and-

MICHIGAN EDUCATION ASSOCIATION,

Petitioner.

Case No. D02C0378

Fact-finder William Schaub

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Daniel J. Hoekenga (P15026)  
38550 Garfield Road, Suite B  
Clinton Township, MI 48038  
(586) 228-0100

Steven H. Schwartz (P41721)  
Steven H. Schwartz & Associates, P.L.C.  
31600 W. Thirteen Mile Road  
Suite 125  
Farmington Hills, MI 48034  
(248) 626-7500

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**GROSSE POINTE PUBLIC LIBRARY'S LAST  
BEST OFFER-LIBRARIAN UNIT**

Grosse Pointe Public Library, by its attorneys, Steven H. Schwartz & Associates, P.L.C., submits its Last Best Offer for the Librarian bargaining unit.

**Response to MEA's Demands (in order of the MEA's February 18, 2003 Proposal)**

- 1) Staffing Committee: The Library is willing to meet and confer with Union representatives to discuss staffing needs. No meaningful assessment of staffing needs can be made until the new facilities are open and operating. The Library will not agree to any mandatory staffing requirements.



- 2) Sick Leave: The Library does not agree that any change from the existing contract language is warranted.
- 3) Termination of Benefits: The Library does not agree that any change from the existing contract language is warranted.
- 4) Long-Term Disability: The Library does not agree that any change from the existing contract language is warranted.
- 5) Substitutes: The Library does not agree that any change from the existing contract language is warranted.
- 6) Salary Schedule: See the schedule described in Exhibit H. Retroactive pay for wages back to July 1, 2002 will be issued to employees still on the payroll, on medical leave/long-term disability or who have retired as of the date the contract is executed.
- 7) Cafeteria Plan: See the schedule described in Exhibit H. Retroactive pay for the cafeteria plan back to July 1, 2002 will be issued to employees still on the payroll, on medical leave/long-term disability or who have retired as of the date the contract is executed. Effective six weeks after the contract is executed or as soon thereafter as possible, (1) the prescription drug rider co-pay for Blue Care Network will be changed from \$5 for generic drugs and \$10 for brand name drugs to \$10 for generic drugs and \$20 for brand name drugs and (2) Blue Care Network Plan E will be substituted for Plan F.
- 8) Retirement/Pension: The Library does not agree to any improvement in the defined contribution plan. The Library rejects the Union's demands for pension improvements. In the event that a Court orders the Library to include the post-1994

bargaining unit employees in the City of Harper Woods' Retirement System, all aspects of compensation should be reopened.

The Library agrees to maintain the pre-1994 employees in the MPSERS pension plan.

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Respectfully submitted,

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3166 W. Thirteen Mile Road  
Suite 125  
Farmington Hills, MI 48334

Date: January 28, 2004

Grosse/libnego2/lbo