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MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Fact Finding

St. Clair County, 31st Judicial Circuit Court,
Juvenile Division

MERC Case No. D12 G-0639
Donald W. Pearson, Fact Finder

And

Teamsters Local, 214

FACT FINDING REPORT

A fact-finding hearing was held on December 20, 2012 in St. Clair, Michigan under the provisions of Michigan's Labor Relations and Mediation Act (MCLA 423.25). St. Clair County (hereafter the Employer or the County) was represented by attorney Gary A. Fletcher. Teamsters Local 214 (hereafter the Union) was represented by its president, Joseph Valenti. The purpose of the fact finding procedure is to provide factual findings and non-binding recommendations to assist the parties in reaching agreement on a new contract.

The bargaining unit in this instance is composed of certain employees of the Juvenile Detention Center of St Clair County, 31st Judicial Circuit Court. The Employer and the Union have been engaged in bargaining to reach a successor agreement to their previous contract, which expired on December 31, 2011.

After failing to reach agreement, the Union filed a fact-finding petition on August 12, 2012, citing a list of nine items it wished to bring before the fact finder. Those unresolved issues were:

1. Duration.
2. Sharing costs of Arbitration.
3. Maintaining two year history in disciplinary actions in the grievance procedure.
4. Layoff, recall, and transfer language.
5. Act of God language as it related to reporting for work during declared emergencies.
6. Overtime.
7. Some economic issues (wages and signing bonus).
8. Education reimbursement.
9. Uniforms.

In its response to the Union's request for fact finding, dated August 23, 2012, the Employer agreed with the union's list, and added the following:

1. Minimum staffing levels.
2. Health care plan and cost sharing.
3. Removal of vacation accrual payouts from the calculation of Final Average Compensation in the unit's retirement system.

When the fact-finding hearing was convened on December 20, 2012, presentations by the parties revealed a shorter list of issues to be considered by the fact finder.

The Union indicated it was not requesting any increase in the current base wage. Instead, it was continuing to make its request for a signing bonus of $900 for full-time employees and $700 for part-time employees. The Union also said it was withdrawing its proposals on arbitration costs and education reimbursement. No presentation was made by either party on overtime or uniforms.

So, to clarify, in this report I will make recommendations on the following list of issues presented by the parties at the hearing:

1. Signing bonus and duration.
2. Health care plan and cost sharing.
3. Time limit for considering prior disciplinary actions in grievances.
4. Act of God language.
5. Vacation Pay inclusion in calculation of Final Average Compensation at retirement.

FINDINGS AND RECOMMENDATIONS

SIGNING BOUNS AND DURATION. It is my recommendation that the Employer offer a $200 signing bonus to this bargaining unit's members, conditioned on ratification of a contract that expires on December 31, 2013.

REASONING. The County had already proposed that any agreement remain in effect until December 31, 2013, while the Union had asked for a one year agreement. The County earlier

offered a 0% raise, with a signing bonus of $200 if a new contract were ratified before the end of October, 2012. In the hearing the Union accepted the concept of a signing bonus, albeit at a considerably higher amount, "with no increase in the current base wage." (Section D, Tab 8 of the Union's Presentation Notebook.) The Union's contention that the end-of-year positive account balances for the past few years are indicative of the ability of the County to afford the larger signing bonus is not supported in the testimony or documentation.

HEALTH CARE PLAN AND COST SHARING. It is my recommendation that the Union accept the move to the PPO 8, effective January 1, 2013, along with agreeing to pay the 20% employee contribution as outlined in Michigan Law.

REASONING. This is a move made by every other group of employees as contracts have expired. The Union offered no evidence as to why its members should not be treated like the rest of the County's employees.

LAYOFF AND RECALL. It is my recommendation that there be no change from current language.

REASONING. It seems the Union's proposal is both unworkable and contrary to arbitrator Beitner's August 9, 2012 award in the POAM vs. 31st Circuit Court arbitration. Staffing requirements seem to make it difficult and, very probably, impossible to implement the Union's proposal on layoff and recall using a seniority **and** gender matrix, while adhering to legal staffing requirements.

TIME LIMIT ON CONSIDERATION OF PAST DISCIPLINARY ACTIONS IN CURRENT GRIEVANCES.

It is my recommendation that the current two-year limitation on consideration of prior infractions when shaping current disciplinary action be maintained.

REASONING. The current limitation seems to have worked satisfactorily. The Employer offered no evidence of the need for a change, other than its statement that four years, "certainly seems reasonable."

ACT OF GOD LANGUAGE. It is my recommendation that the current language be kept.

REASONING. The purpose of a clause such as this is to insure that employees have incentive to make extra efforts to come to work to do essential jobs in times of emergency. The current language meets that purpose. The proposed language change injects an element of punishment, at least as far as current employees will see it. There may be a better way of making a change that both saves money and gives workers incentive to overcome obstacles to getting to work, but the Employer's offer doesn't do that. Neither does the Employer explain why a change is desirable.

VACATION PAY. It is my recommendation that the roll-in of vacation pay into the calculation of Final Average Compensation (FAC) be continued as at present.

REASONING. While all parties should be concerned about the long-term viability of their defined-benefit pension system, any changes to the plan should be carefully reviewed to evaluate both their short-term and long-term impacts. The Employer's reasoning for proposing the change seems to be to keep this group of employees' pension program "consistent with the

remainder of the groups" (Employer's Brief, page3, last line). A change in FAC today may have a thirty-year impact on a pension system. Are the parties fully aware of the impact of the proposed change? Have there been actuarial studies to determine the costs or savings from the change? No evidence was presented that the answer to these questions is "yes."

Donald W. Pearson

January 15, 2013

Donald W. Pearson, Fact Finder **Date**