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**STATE OF MICHIGAN**  
**MICHIGAN EMPLOYMENT RELATIONS COMMISSION**  
**ARBITRATION UNDER ACT 312, PUBLIC ACTS OF 1969, AS AMENDED**

**IN THE MATTER OF THE ARBITRATION BETWEEN:**

Charter Township of Flint,

Employer ,

-and-

International Brotherhood of Teamsters,  
Local 214,

Union.

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**OPINION AND AWARD**  
**MERC CASE NO: L91 F-0912**

**APPEARANCES**

**FOR THE TOWNSHIP:**

Thomas A. Basil  
Representative

**FOR THE UNION:**

Anthony Marok  
Business Rep.  
James Markley  
Secretary-Treasurer

**PANEL**

Martin L. Kotch  
Sally Shaheen Joseph  
James Markley

Chairperson  
Employer Delegate  
Union Delegate

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BUREAU OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

## **INTRODUCTION**

This matter comes before this Panel pursuant to Act 312, Public Acts of 1969, as amended, for the purposes of hearing and deciding unresolved issues in the contract dispute between the parties. No contract exists between the parties at this time; the Union was established as the bargaining agent for this unit by decision of MERC on January 18, 1995. A petition for Act 312 arbitration was filed by the Union on May 1, 1995. The Panel Chair was appointed on September 13, 1995.

A pre-hearing conference with both parties was held with the Panel chairman on November 30, 1995. Several issues were determined to be before the Panel, all of them economic. At that time, the parties waived the statutory six month time requirement for filing Act 312 awards. Through the course of hearings, some issues were, in effect, withdrawn, no argument or evidence having been presented to the Panel.

Evidentiary hearings were held on March 13, 1996, and January 28, 1997. An executive Panel meeting was held on October 23, 1996. A second executive Panel meeting was held on October 22, 1997.<sup>1</sup>

The following issues remain for decision by the Panel:

### **I. FUNERALS**

There was virtually no discrepancy between the parties with respect to funeral time off. The contract language, derived from the Union proposal, is:

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<sup>1</sup> After the March 13, 1996 hearing, proceedings were suspended to enable the parties to bring a procedural matter before MERC. The MERC hearing was held on July 11, 1996, and a bench decision was rendered, in effect remanding the dispute to the Act 312 arbitration process.

An employee will receive three (3) days' pay and the time off, if scheduled to work, in the event of a death in the immediate family. The immediate family shall include employee's spouse, child, parents, and the parents of a spouse. The employee will receive one (1) paid day off in the event of the death of the employee's bother, sister, grandparents, grandchild, sister-in-law, brother-in-law, son-in-law, or daughter-in-law. In order to be eligible for this benefit, the employee must attend the funeral.

## **II. HOLIDAYS**

Again, the difference between the parties is not great. Each of them proposes a 5, 7, 9 day progression. The Union would commence this as of July, 1997, the Township as of September. Because of the variability of schedules for members of the unit, the Township's proposal that vacation be restricted to one who worked an average of 24 hours per week in the previous year seems fraught with the potential for unfairness: the more hours worked, on average, by an employee, the smaller, proportionally, the vacation benefit.

The Union's proposal, as follows, is adopted:

### **Effective**

7/1/97 Five (5) paid holidays:	New Year's Day, Memorial Day, Fourth of July Thanksgiving Day, Christmas Day
7/1/98 Seven (7) paid holidays:	Add Labor Day and Christmas Eve Day
7/1/99 Nine (9) paid holidays:	Add Good Friday and New Year's Eve Day

Employees will receive holiday pay even if they are not scheduled to work that day. Employees will have to work the last scheduled work day prior to the holiday and the first scheduled day after the holiday; and if the employee is scheduled to work the holiday, he/she must do so in order to receive holiday pay. Employees who work the holiday will receive time and one-half (1½) in addition to holiday pay.

### III. VACATIONS

The Township's proposal is for a rising scale of 20 paid hours after one year, to 40 after three, 60 after five, and 80 after ten. January 1, 1997 is the proposed starting date. In order to be eligible, an employee would have to have worked 1,248 hours in the previous year, i.e., 24 hours per week. The Union's proposal contains no such annual hourly requirement. It provides for a fixed amount of days, rather than an hourly calculation.

The difference between the parties' positions on vacations appears somewhat more substantial than with previously discussed issues, but is not markedly so. The Township has not demonstrated a fiscal problem with respect to the Union's approach in this area as opposed to its own. A two 10 day vacation after five years' service, contrasted to the Township's proposed 60 hours places no great burden on the Employer. Indeed, an employee averaging 30 hours per week would have an equivalent time off. The greatest discrepancy comes at the ten year anniversary; 15 days as opposed to 80 hours. Again, looking at a hypothetical 30 hour per week employee, the difference in time off is marginal. In addition, the Union proposal provides an approach to parity with other units in the Township, as well as comparable communities. The Union proposal, as follows, is adopted:

**Effective January 1, 1997**

<b>After one (1) year</b>	<b>Five (5) days</b>
<b>After five (5) years</b>	<b>Ten (10) days</b>
<b>After ten (10) years</b>	<b>Fifteen (15) days</b>

### IV. HEALTH CARE

The Union has proposed full family health care insurance coverage. The Employer has countered with an offer of a basic policy, single subscriber plan, to employees who regularly work more than twenty-four (24) hours per week. The Employer has argued that a full health plan would be overly costly to it. Moreover, no other unit within the Township receives such a plan for *part-time* employees. Thus, the inclusion of *any* health care plan for this unit represents a significant improvement in their benefits, one not shared by similarly situated, *i.e.*, part-time employees. The Union brought no evidence to bear on this subject, as to neither cost nor comparability. The Employer's offer as to health care, in light of costs presented, as well as in light of comparable data, is to be preferred to the Union's offer of a full family benefit package, at this time. In light of the foregoing, the Employer's position must prevail:

**Employees who are regularly scheduled to work more than 24 hours per week will be eligible for single subscriber health insurance. Employees who are scheduled to work 24 hours per week or fewer are not eligible for any health care benefits.<sup>2</sup>**

## **V. SICK / PERSONAL LEAVE**

Union and Employer offers are similar; the significant distinction between them is *accumulation*, (up to 120 hours), contained in the Union offer. The Employer's offer does not entail loss of unused days. Rather, it proposes a payoff for such days. The comparable data before the Panel is supportive of the Employer's position. None of the other units in the Township accumulates sick leave days, nor do comparable communities. The Township's position, as follows, is adopted:

**Effective January 1, 1997**

**Employees will receive eight (8) hours of sick leave/personal leave pay for each 150 hours worked in a calendar year, not to exceed ninety-six (96) hours in any one year. Any unused sick/personal leave hours will be paid the last pay period of the year and is not cumulative.**

## **VI. WAGES**

The present wage rate for unit members is \$6.18. The Union has proposed a sliding scale, beginning with 1/1/96 at \$6.00 for new hires, moving to \$8.50 after three years, i.e., effective 1/1/99. At the other end, a person with three years seniority as of 1/1/96 would begin at \$8.00 and rise to \$10.50 as of 7/1/99. The Union's basic support for its position is internal comparability; AFSCME's lowest paid employee, as of January 1, 1997, would receive the same pay under the Union proposal, as a three-year seniority unit member as of July 1, 1999.

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<sup>2</sup>There is a *caveat* which the Panel wishes to put forward with respect to the language of this section of the contract. "[R]egularly work more than twenty-four (24) hours per week" is to be understood in the context of usual or ordinary circumstances. That is, it is understood that the Employer, whose freedom to schedule is unquestioned, is not free to manipulate schedules so as to render ineligible an employee who, in the ordinary course of affairs, would be scheduled to work more than 24 hours in a week, nor would an occasional falling to 24 hours or below in a week render an otherwise eligible employee ineligible.

The Township has proposed a hire rate of \$6.00, effective January 1, 1997. It then proposes an increase to \$7.00 after one year, \$7.50 after two, and \$8.00 after three years. The Employer argues that its offer exceeds any previous increase ever given to any employee group in the Township. Further, it argues, the percentage increase sought by the Union is wholly out of proportion to raises given other units, and in other communities, and would, in effect, shatter the budget for this unit.

While the data on comparability, both internal and external, are problematic, the Township seems to have the weight of argument on its side. The internal comparability with the AFSCME Office Clerical employees, claimed by the Union, is too inexact to provide substance and support for the Union's proposal. There are meaningful differences, with the Office Clerical employees having a wider range of tasks to perform, *including, on an interim basis, those performed by the Communications Operators.*

There was much credible testimony about the future of the unit, relative to wage increases and general unit-related budgetary constraints. To the extent that comparability was explored, it favors, marginally, the Employer. It is important to note that several new benefits will take effect with this contract: health care, holidays, vacations, sick leave, funeral leave. This package is not without significant cost to the Township, and it is a cost which was entirely absent from prior budget allocations for this unit. Having said this, it is not unreasonable to state that the matter of wages is an extremely close one. Act 312 requires the Panel to choose between two offers, with the attendant possibility that neither, taken alone, would be considered appropriate by a Panel empowered to fashion its own award. Nonetheless, taking the range of applicable factors into account, it must be said that of the two offers, the Township's more closely comports with the criteria provided for in the statute.<sup>3</sup>

**Effective January 1, 1997**

<b>Hire Rate</b>	<b>\$6.00 per hour</b>
<b>After One (1) Year</b>	<b>\$7.00 per hour</b>
<b>After Two (2) Years</b>	<b>\$7.50 per hour</b>
<b>After Three (3) Years</b>	<b>\$8.00 per hour</b>

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<sup>3</sup> It is the recommendation of the Panel that the question of wages be reviewed by the parties at some time within the term of the contract.

## **VII. HOURS OF WORK**

The only proposal submitted to the Panel is that of the Township. It is therefore adopted.

**Hours of work are to be determined by the Employer.**

## **VIII. LENGTH OF CONTRACT**

**The contract is to expire on December 31, 1999.**

## **IX. ADDED TIME**

The issue of extra time was not the subject of any evidence before the Panel. It therefore is not within the province of the Panel to render an award on this subject. The parties have agreed to place a letter of understanding concerning this subject in the contract.

## **X. ADDITIONAL ISSUES**

The foregoing represent all the issues that received attention at the hearings on this matter. No evidence or testimony was presented concerning issues not mentioned above. As to such issues, the Panel considers them to have been withdrawn.

## **AWARD**

### **SUMMARY**

#### **I. FUNERALS**

An employee would receive three (3) days' pay and the time off, if scheduled to work, in the event of a death in the immediate family. The immediate family shall include employee's spouse, child, parents, and the parents of a spouse. The employee would receive one (1) paid day off in the event of the death of the employee's bother, sister, grandparents, grandchild, sister-in-law, brother-in-law, son-in-law, or daughter-in-law. In order to be eligible for this benefit, the employee must attend the funeral.

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## **III. VACATIONS**

### **Effective January 1, 1997**

After one (1) year	Five (5) days
After five (5) years	Ten (10) days
After ten (10) years	Fifteen (15) days

## **IV. HEALTH CARE**

Employees who are regularly scheduled to work more than 24 hours per week will be eligible for single subscriber health insurance. Employees who are scheduled to work 24 hours per week or fewer are not eligible for any health care benefits.

## **V. SICK/PERSONAL LEAVE**

### **Effective January 1, 1997**

Employees will receive eight (8) hours of sick leave/personal leave pay for each 150 hours worked in a calendar year, not to exceed ninety-six (96) hours in any one year. Any unused sick/personal leave hours will be paid the last pay period of the year and is not cumulative.

## **VI. WAGES**

### **Effective January 1, 1997**

Hire Rate	\$6.00 per hour
After One (1) Year	\$7.00 per hour
After Two (2) Years	\$7.50 per hour
After Three (3) Years	\$8.00 per hour

## **VII. HOURS OF WORK**

Hours of work are to be determined by the Employer.

## **VIII. LENGTH OF CONTRACT**

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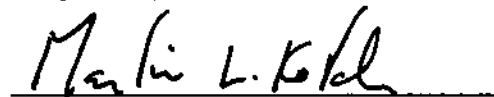
IX. The parties have stipulated and agreed that the Exhibit labled "Substitute for Exhibit # 1," dated March 20, 1966, contained all the previous agreements between the parties. That document is therefore adopted as part of the Award of this Panel.

The Delegate for the Union concurs in the Award of the Panel with the exception of the following items: ISSUE IV; ISSUE V; ISSUE VI.

The Delegate for the Township concurs in the Award of the Panel with the exception of the following items: ISSUE I; ISSUE II; ISSUE III.

December 9, 1997

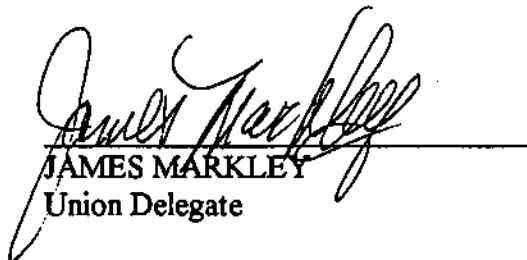
Respectfully Submitted,



MARTIN L. KOTCH  
Panel Chairperson



SALLY SHAHEEN JOSEPH  
Township Delegate



JAMES MARKLEY  
Union Delegate

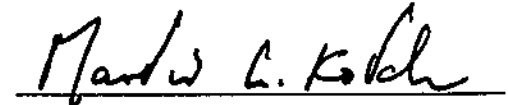
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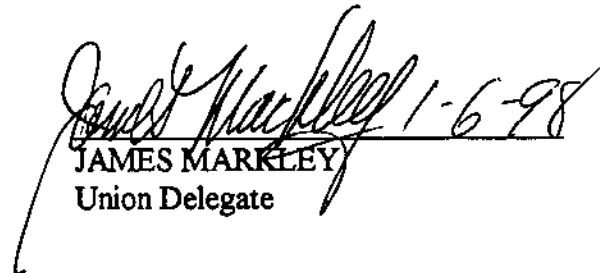
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