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R. G. Gaskin

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

In re Fact Finding:

TEAMSTERS LOCAL NO. 214

and

ANTRIM COUNTY ROAD COMMISSION

Douglas Hillman /

FACT FINDER'S REPORT AND RECOMMENDATIONS

The present Collective Bargaining Agreement between the Antrim County Road Commission and Local Union No. 214 expired July 1, 1972. The parties have been bargaining conscientiously in order to arrive at a new contract. Mediation was tried but without complete success.

On October 19, 1973, upon the petition of Local 214, the Michigan Employment Relations Commission appointed a fact finder to hear the dispute.

On November 28, 1973, after notice to all interested parties, a fact finding hearing was conducted at the Antrim County Road Commission office in Mancelona, Michigan. Present on behalf of the employees were Ralph Jones and Peter Gaylord. Teamsters Local 214 was represented by G. N. McIlvain, Secretary-Treasurer. Representing the Commission were Richard Couture, Engineer-Manager; Arthur L. Biehl, Chairman, Antrim County Road Commission; and Ronald W. Sondee, Attorney for the Commission.

The hearing commenced at 1:00 o'clock in the afternoon and consumed most of the afternoon. A number of exhibits were offered by both parties all of which the fact finder found to be well prepared, clear and helpful in understanding and analyzing the

Antrim County Road Commission

differences between the parties. The meeting was conducted in an atmosphere of friendliness and mutual respect.

It appears that only two issues are still in dispute between the parties. The first, being a disagreement over which date should control in determining vacation privileges. The employees have urged a date twelve months from the date of hiring. The employer, on the other hand, has urged a single predetermined date to be used for all employees regardless of the date of hiring. Arguments for each position are equally persuasive. At the hearing, a compromise was suggested whereby a single date would still be maintained but each employee's vacation would be pro-rated to that date. For example, if July 1 was picked as the "vacation date", an employee hired on August 1 would be entitled to 11/12ths of one year's vacation when the next July 1st rolled around. This arrangement is certainly the fairest to the employees and still keeps the Commission bookkeeping from being an administrative headache. This compromise is inherently fair to both parties and its adoption is strongly urged by the fact finder.

The second and most serious dispute concerns the wage issue. During the negotiations, the employer was anxious for a three-year contract but ultimately agreed to settle for a one-year contract if its "final" offer was accepted. The employees, on the other hand, argued with persuasion that even with the increase offered to them, they nevertheless are continuing to lose ground to the cost-of-living. Evidence submitted clearly justifies the employees' concern over the spiraling cost of living.

Both parties understandably point to wages of other counties to support their particular claims, but the results are

not the same since the parties are looking at different counties or perhaps different blocks of counties. As in any good-faith dispute, neither party is necessarily "right" or "wrong" in its position. Flexibility at this stage of the proceedings is absolutely essential. Inevitably, if a settlement is to be reached, and one must be reached promptly, the employees must be willing to settle for a figure less than their current demand and, at the same time, the employer must be willing to pay a figure in excess of its "final" offer. When this is done, in the long run, the settlement is probably a fair one and unquestionably in the public interest.

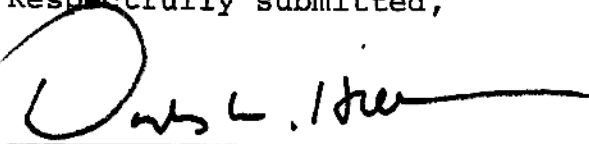
In the case at hand, it is the recommendation of the fact finder that a 25-cent per hour across-the-board increase be granted all employees for the current contract year. A detailed study has been undertaken by the fact finder of wage structures in other state counties, particularly those near and contiguous to Antrim County. It should be pointed out, however, that the comparison study has not been limited to those counties exclusively. In most categories the recommended wage structure will appear to fall in the middle level, and in some instances the higher level. For example, in all classifications the wages recommended are higher than in Charlevoix and Otsego, and slightly below Kalkaska and Grand Traverse. The problem is complicated by the fact that there are at least six different job classifications and the rates for each classification are not uniformly consistent in comparisons with other counties. One interesting comparison, however, is the classification of heavy truck drivers (all drivers now being so classified). This is the single largest employee classification. A 25-cent per hour increase will bring the hourly rate to \$3.96. The

average for this classification in the Paul Bunyan Council (excluding counties still negotiating) is approximately \$3.91. Certainly to this large class of employees, the fact finding recommendations place them in a favorable position with respect to the neighboring 14 counties. A similar favorable comparison can be made with the other classifications as well.

Statistics throughout the country demonstrate prompt settlements frequently follow fact finding recommendations. In Wisconsin, for example, out of 50 cases in a two-year period, the fact finder's recommendations were accepted in over 90 percent.

The recommendations made herein were arrived at after long and careful study. A serious effort was made to reach a finding that would be fair, just and equitable to the citizens of Antrim County as well as the parties themselves. Outside help has now been exhausted. A prompt settlement now hinges upon the good sense and integrity of the parties themselves.

Respectfully submitted,



Douglas W. Hillman, Fact Finder

Dated: December 14, 1973.

DOUGLAS W. HILLMAN
RICHARD S. BAXTER
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WILLIAM S. FARR
ALBERT J. RUSSELL
JOEL M. BOYDEN
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November 14, 1973

✓ Mr. Richard Couture
Engineer Manager
Antrim County Road Commission
Mancelona, Michigan 49659

Mr. G. N. McIlvain
Secretary-Treasurer
Teamsters Local #214
2801 Trumbull Avenue
Detroit, Michigan 48216

In re: Antrim County Road Commission and
Teamsters Local #214
Our File No. 73-M-726

Gentlemen:

I understand that Mr. McIlvain called my office while I was out of town last week requesting that the Fact Finding hearing in connection with the captioned matter be held in Mancelona rather than here in Grand Rapids. I have no objection and will plan to be at the Antrim County Road Commission offices in Mancelona at 1:00 p.m. on November 28.

Very truly yours,

Douglas W. Hillman
Douglas W. Hillman

DWH:cb

✓ cc: Mr. Ronald W. Sondee
✓ bcc: Mr. Robert G. Howlett

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GRAND RAPIDS OFFICE