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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR AND INDUSTRIAL RELATIONS LIBRARY
LABOR RELATIONS DIVISION

In the Matter of:

BOARD OF CONTROL, GRAND VALLEY
STATE COLLEGE

-and-

LOCAL UNION NO. 1609 AND COUNCIL 7
OF AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES UNION,
AFL-CIO

George T. Rowell /

FINDINGS OF FACT AND RECOMMENDATIONS
OF FACT FINDER

Appearances for Grand Valley State College:

- Carl E. VerBeek, Attorney
- Ron Van Steeland, Business Manager - Grand Valley State College
- Charles Hennie, Personnel Officer
- Robert Romkema, Superintendent Physical Plant
- David H. Jones, Vice President - Business and Finance

For Local 1609 and Council 7:

- Dennis D. Kiaai, Local President
- Tony Kroitsch, Council 7, Representative
- James Miller, Council 7, Representative
- Ben Kuyers, Bargaining Committee
- George Gruppeu, Bargaining Committee

Local 1609 of the American Federation of State, County and
Municipal Employees Union, AFL-CIO (hereinafter referred to as "Union"),
and Grand Valley State College (hereinafter referred to as "Employer")
have a Collective Bargaining Agreement. This Agreement was dated June
20, 1968 with a termination date on June 30, 1971. However, Section 14

Grand Valley State College

of the Agreement provides in 14.2 for economic reopeners in 1969 and 1970.

The dispute that is before the Fact Finder arose as a result of the bargaining following the reopener for 1969 pursuant to Section 14.2.

Apparently, within the time limit set forth in the reopener, to-wit, sixty (60) days prior to June 30, 1969, the parties entered into collective bargaining. The bargaining team for the Employer and the bargaining team for the Union on July 9, 1969 reached tentative agreement on all issues before the parties. On July 11, 1969 the Union's team presented the Agreement to the membership with the result that two (2) employees voted for the Agreement and thirty-four (34) voted "No" with one (1) blank ballot.

Subsequently on Friday, July 18, 1969 the parties went back to the bargaining table with the Union making substantially greater demands than the agreement reached on July 9, 1969. For example, according to the Agreement of July 9, 1969 for the year 1969-1970, a custodian in the "A" rate would receive two & 77/100 (\$2.77) dollars per hour or a twenty-one (.21¢) cents per hour increase. At the meeting of July 18, 1969, the Union demanded that the same custodian receive an increase to three & 20/100 (\$3.20) dollars per hour. The parties also arrived on July 9, 1969 to an agreement for contribution to medical and hospitalization insurance; Subsequent to the turndown of the contract, the Union demanded a substantial increase in the medical and hospitalization contributions. The Union also demanded a cost of living clause plus a longevity clause neither of which were agreed to on July 9, 1969. Furthermore the Union, though originally agreeing to a two (2) year agreement on

economics July 9, 1969, insisted on July 18, 1969 on a one (1) year agreement.

A word about the two (2) year verses one (1) year controversy. As I have indicated above, the Collective Bargaining Agreement is a three (3) year agreement but it had two (2) economic reopeners. One is sixty (60) days prior to June 30, 1969 and the second is sixty (60) days prior to June 30, 1970. The thrust of the negotiations at least prior to July 9, 1969 was to eliminate the necessity for reopener in 1970 and to come to an agreement on all economic issues for the remaining life of the contract.

Two other factors should be noted. There are fifty-one (51) active positions in the unit which consists of basically the custodian employees and other grounds and maintenance employees. The basic thrust of the Employer's bargaining position was to correct what the Employer considered an inequity and what in fact employees considered an inequity. Apparently, in the previous economic package, the parties had negotiated minimum and maximum scales within various classifications. It turned out that only a very small percentage of the employees, to-wit, approximately five (5) employees out of fifty-one (51), reached the maximum rate in their classification. This has caused certain problems with morale and otherwise. Thus, the aim was to close the gap between the minimum and maximum and to establish within the life of this contract one rate for each classification. Apparently the Union was not opposed to this and encouraged this in bargaining.

The July 9, 1969 Agreement was reached with mediation. The July 18, 1969 meeting broke down. Thereafter the parties applied for fact finding and a fact finding hearing was held on August 15, 1969 with

the parties being permitted to submit post-hearing information.

It is with this background that the Fact Finder approaches this situation to make appropriate recommendations. There are many factors that influence Fact Finders. Among others are the rates of pay being paid in surrounding communities for the type of employees involved, the financial resources of the Public Employer and what the parties would have arrived at if in fact a strike were involved. The rate of pay for the surrounding communities is most important here because unlike police and firemen and teachers there is a correlation with maintenance and custodian employees and employees in similar classifications in other public employment and in private industry in the area. In addition, the criteria of what the parties would have reached if they had a strike is most important in this situation.

Note, that there was an agreement reached. Note, that the contract failed ratification. This indeed is very disturbing. If the employees had chose to, they could have gone on strike. The Fact Finder will say that he is pleased that they did not go on strike because we believe that this is not in the best interest of any public employees. But the question still remains, if the unit employees had gone out on strike, what would have the college done? The college could have taken the position that there was an agreement reached and that it would not spend one penny to bring the employees back. This frequently happens in the private sector. It frequently happens that an employer under these circumstances will take a strike rather than put any more money on the table.

One does not mean to be critical of the bargaining committee.

The atmosphere between the two committees was indeed very friendly even at fact finding. There is no animosity. The union bargaining team are men who are very sincere. Yet, what the committee has done is to force the employer to give what the employer felt was its last penny to arrive at an offer nine days after the time limit had expired in the contract. Once getting that offer, then the committee went back to the membership and is turned down overwhelmingly. Then what happens, after agreeing to a 21 cent a hour increase, the committee turns around and demanded a 43 cent an hour increase. This is not fair to the employer. No public employee can expect any Fact Finder to condone such action. It is unfortunate it happened to men of good will(the bargaining committee), men who were attempting to bargain.

I pointed out to the union that it is very conceivable that if the employer knew it was not going to get an agreement with its offer of 21 cents in the custodian classification it would have offered 15 cents, so that the employer could have taken an extreme position in fact-finding and ended up with the result it was willing to give in bargaining. Furthermore, what has happened here could very well harm further negotiations because what the union has done suggests to the employer that it cannot put its best foot forward in bargaining because it cannot rely on an agreement made with the bargaining committee.

I hasten to say, however, I recognize that unions are democratic, and they speak through their membership. But an overwhelming

defeat of thirty-four to two and then an attempt to demand an increase which is a type of demand that is usually made at the first session of bargaining not after a ratification defeat, certainly does not create the best impression on a neutral Fact Finder.

But I do not believe that the Employer should rely on this position. The membership has spoken. The bargaining team was acting in good faith and one should give consideration to the entire atmosphere. The main thing is that the parties want to settle their dispute. The relationship between the two groups is outstanding. They both desire to keep it that way. Therefore, as suggested above, the Fact Finder is not going to stand on his initial reaction but instead is going to suggest some changes in the offer so that the parties can reach settlement and so that they can get this contract on course. I hasten, however, to stress, that the Union when it comes to the bargaining table next time, should do its homework well and not lead the Employer down the "prim rose path" thinking that it can get agreements when it cannot.

Apparently at one point the Committee believed that a two (2) year contract was in order. Now the Union is saying that only a one (1) year contract is all they will agree to. Because of what has happened in this situation and because of the general tendency particularly in the private sector to enter into longer term contract in one year, I believe it is essential that there be a two (2) year agreement and that the reopener for 1970 be waived and that the agreement entered into by the parties at this point cover the 1970 reopener. Unless this is done I am in the position of not being able to make any recommendation that would be beneficial to the employees in the unit. I desire to make such a recommendation. Therefore this is the reason I

am recommending a two (2) year agreement.

I cannot help, however, despite what I said above, believing that the members will not accept the July 9, 1969 offer. They need something more.

However, I cannot accept the idea that the Union must begin bargaining from Schedule B up rather than from Schedule A up. The fact of the matter is forty-six (46) employees out of the fifty-one (51) unit were on Schedule A. This is where the bargaining must come. When one is on Schedule A and is making on Schedule A in the custodian classification two & 56/100 (\$2.56) dollars an hour and gets an offer of two & 77/100 (\$2.77) dollars an hour, in any language it is clear that that person is making twenty-one (21¢) cents more an hour or based on a two thousand eighty (2,080) hour year is in effect getting a four hundred twenty (\$420) dollar raise. This business about negotiating from Schedule B is not realistic. I may also say to the Union that asking for rates for one (1) year contract of 43 cents, 29 cents and 57 cents in this type of work is not in keeping with the pattern across the country or in Michigan or in public employment. Again, the Union's position is most unrealistic.

Again, despite what I have said, I am willing to make some adjustments. The adjustments are intended to sooth over the situation. The adjustments would put approximately one hundred (\$100) dollars a year in each employees pocket. It will cost the University approximately five thousand five hundred (\$5,500) dollars a year more and their offer that is on the table. It will give an increase in wages of approximately fifteen and five tenths (15.5%) percent over two years which is above average but yet consistent with the circumstances. It will give a favorable comparison with private enterprise in Ottawa County and in fact

the employees will be getting in some cases more and will compare favorably with other state colleges. I do not consider a comparison with Wayne State University appropo because it is located in a large metropolitan area. Likewise I am not convinced that a comparison with Western Michigan University is appropo because of the location of that university. I must emphasize that Grand Valley State College is in Ottawa County. I am very impressed with the Employer's exhibit 25 which clearly indicates that the schedule I am recommending is indeed generous and competitive for Grand Valley employees. I might also point out that based upon exhibit 32, the rates being recommended will be at the same percentage rate increases as Central Michigan over two (2) years and will indeed be slightly over the Lake Superior College. I might point out that the Lake Superior contract did not impress me because of what I considered unusual employment problems in Sault Sainte Marie, Michigan caused by the closing of the Air Force Base and the relative isolation of that employment center. I was more impressed with the Central Michigan comparison. I still must emphasize, however, Grand Valley is an Ottawa County Employer and exhibit 25 was very helpful to me.

There was discussion about a cost of living clause in the contract. The Union claims that all state employers have cost of living clauses. The rates I am recommending over and above the July 9, 1969 offer factors the cost of living into them. In other words, if there were to be a cost of living clause, the recommended rates would be much lower. I might point out to the Union that there is a growing tendency of employers particularly in the private sector to eliminate cost of living clauses or to put definite limitations on them. I call your attention to the recent Big Three Auto contracts and the limitations on the cost of living in those contracts.

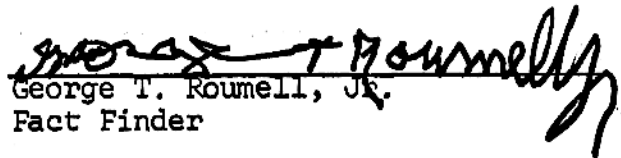
We take note of the fact that many public employers in Michigan do not give cost of living clauses in their collective bargaining contract. I further am not impressed with the need for longevity pay at Grand Valley. Longevity pay is not favored in the private sector. Grand Valley is a relatively new Employer and does not need longevity.. It may be that in the next negotiation, longevity may be in issue but I don't think it is relevant at this time.

Because of the history of this bargaining and because, though I am willing to make some concessions to the Union in order to get an agreement, I am not willing to go all the way. Therefore, I think the agreement that the parties reach on contribution to medical and hospitalization for dependents at the July 9, 1969 meeting should stay.

The rate that I propose are set forth in the attached Schedule A. I was concerned about the fact that there would be one custodian and two custodian leaders plus one general tradesman that would not receive a raise in 1969 on the proposed offer of the Employer. You will note that I have raised everybody five (.05¢) cents the first year and five (.05¢) cents the second year over the July 9, 1969 offer. In the case of the so called red circle people, I note that they were scheduled in the case of two to receive eleven (.11¢) cents the second year. I have recommended they receive a ten (.10¢) cents increase the first year and an increase of sixteen (.16¢) cents the second year. In other words in the second year of the contract, the one custodian would get the same rate as the other custodian. The same approach has been used with other red circled rates. I do not believe it would be fair to an employee to let him stay where he is for one year without any increase. I appreciate that he apparently had received a greater increase during the year of the contract than the other employees but I cannot penalize him for this.

In many cases there are substantial increases in both the first and second year of this recommendation. The reason for this is the attempt to close the gap between Schedule A and Schedule B. This explains why some cases when we are talking about twenty-one (.21¢) cents and twenty-two (.22¢) increases and twenty-six (.26¢) cents and twenty-two (.22¢) cents increases.

It is therefore, based upon my above discussion, my recommendation that the agreement of July 9, 1969 stands except as I have modified by the wage schedule set forth in exhibit A attached to this opinion.


George T. Roumell, Jr.
Fact Finder

Dated: September 12, 1969

EXHIBIT A

TITLE	1969 - 70			1970 - 71		
	CLASS	RATE	INCREASE	CLASS	RATE	INCREASE
HOUSEKEEPER	1	\$2.56	\$.22	1	\$2.77	\$.21
CUSTODIAN	3	2.83	.26	3	3.05	.22
CUSTODIAN	3	2.88	.10	3	3.05	.16
CUSTODIAN CREW LEADER	3+\$\$.25	3.13	.10	3+\$\$.25	3.29	.16
GROUNDSMAN I	3	2.83	.26	3	3.05	.22
RECEIVING CLERK	4	2.96	.27	4	3.19	.23
GROUNDSMAN II	5	3.11	.28	5	3.34	.23
GENERAL TRADESMAN I	5	3.11	.28	5	3.34	.23
BOILER OPERATOR	7	3.48	.51	7	3.67	.19
BOILER OPERATOR	7	3.48	.18	7	3.67	.19
BOILER OPERATOR CREW LEADER	7+\$\$.25	3.73	.18	7+\$\$.25	3.92	.19
GENERAL TRADESMAN II	7	3.48	.26	7	3.67	.19
GENERAL TRADESMAN II	7	3.58	.05	7	3.67	.09