

1525

In The Matter of Fact Finding  
Between:

OCEANA COUNTY MEDICAL CARE FACILITY

and

SERVICE EMPLOYEE'S INTERNATIONAL UNION  
& ITS LOCAL NO. 586, AFL-CIO

REPORT

and

RECOMMENDATIONS

Samuel S. Shaw, Fact Finder

Hearing Held

County Building  
Hart, Michigan  
September 25, 1973

Appearances

For the County

† Charles L. Hitesman, Attorney

Gairdner, Hathaway, Latimer, Clark & Pulte  
Hawley Union Natl. Bank Bldg.

Box 696

Muskegon, Mich 49443

616/722-2671

For the Union

† Neil DeRochey, President

Local 586 SEIU

733-1152

2401 8<sup>th</sup> St.

Muskegon Hts, Mich 49444

Oceana County Medical Care Facility

10/20/73 FF

Michigan State University  
LABOR AND INDUSTRIAL

Pursuant to a petition filed with the Michigan Employment Relations Commission by the Union, dated July 23, 1973, the undersigned was appointed as Fact Finder in the matter between the Oceana County Medical Care Facility, Hart, Michigan ( hereinafter referred to the "Facility") and Local 586 of the Service Employee's International Union, AFL-CIO, (hereinafter referred to as the "Union")

### Facts and Background

The employees of the Oceana County Medical Care Facility have been represented by the Service Employee's International Union since 1970. There are currently 43 employees working for the Facility of which 6 are not members of the Union.

Prior to the current Agreement, the contracts have been for one year periods, 1970-71, 1971-72. The current Agreement was effective on July 1, 1972 and runs through June 30, 1974.

This current Agreement contains a reopening provision on the issues of union security, vacations, and wages. This Fact Finding was the result of the failure of the parties to reach agreement on these three issues.

The Hearing was held in the County Building, Hart, Michigan, on September 25, 1973, before Samuel S. Shaw, Fact Finder appointed by the Employment Relations Commission, Department of Labor, State of Michigan. Both parties were fully represented and given full and ample opportunity to submit all pertinent oral and documentary evidence. Witnesses were sworn and the proceedings tape recorded.

The parties mutually agreed to jointly review the Fact Finder's report before releasing any publicity on the matter.

The first issue was that of union security. The present Agreement provides for Maintenance of Membership, and the Union stated they had been advised by their legal counsel that such a provision might be illegal. The Union introduced a letter which read as follows: "In view of the State of Michigan Supreme Court decision regarding Agency Shop, it is my opinion that Maintenance of Membership is illegal.", signed, Norman C. Halbower, Attorney. The Union contended that, under the circumstances, their request for an Agency Shop was not only justified, but the only alternative. Further, that it was unfair to the regular Union members to be required to pay full union dues while 6 employees paid nothing; although the six received all collective bargaining benefits.

The Facility stated, that although they did not necessarily agree with the Union's position regarding the legality of Maintenance of Membership, and were basically opposed to the philosophy that required employees to contribute to a union regardless of their wishes, they would consider the Union's Agency Shop request, if the Agreement could be extended for another three years and an equitable resolution could be reached on the wage issue.

After some informal discussion on the relative position of the parties in regard to this matter, it was temporarily tabled in favor of the vacation issue.

On the matter of vacations the Union proposed the following: "after 1 year of service - 13 days vacation; after 5 years of service - 20 days vacation; after 10 years of service - 25 days vacation.

The Facility stated the Union's request was substantially greater than that granted under the State of Michigan Civil Service Commission program, and they did not see how the difference could be justified if the Union's request for employees of the Oceana County Medical Care Facility was accepted. However, they would agree to a vacation schedule identical to that of the Civil Service Commission's schedule.

After some discussion and a caucus, the Union agreed to accept a vacation schedule identical to that of the schedule of the Michigan Civil Service Commission.

The parties then returned to the question of Agency Shop, Wages, and Contract extension. After several proposals, and counter-proposals, the parties agreed to an Agency Shop provision; an effective date of the Agreement of July 1, 1973, to run until 12:01 A.M., June 30, 1976; and a 15¢ per hour, across-the-board increase effective on July 1, 1973, July 1, 1974, and July 1, 1975.

On the matter of Agency Shop it was agreed to modify the provision to the extent that the present employees, not now members of the Union, would not be required to join, but would be required to contribute "to the church or charity of the individual employee's choice" an amount equal to the regular monthly Union dues, and furnish the Union with evidence of such payment. All employees hired after the date of this Agreement would be required to become Union members upon completion of their probationary period as a condition of employment.

The parties agreed that the counsel for the Facility, Mr. Charles Hitesman, would develop appropriate language setting forth the intent and agreement reached by the parties,

and forward same to the Union for their approval. It was also agreed a copy of the proposed language would be sent to the Fact Finder for his records.

There being no further business to come before the Hearing, the Hearing was closed as of September 25, 1973.

The new Agreement, including the agreed upon changes in the Recognition clause, Vacation schedule, Wage schedule, and effective dates of the Agreement, was received by the Fact Finder on October 5, 1973, as previously agreed.

It is the finding of the Fact Finder that, with the exception of the Recognition clause which may require further language to clarify the status of present Union members, the Agreement sets forth the agreements reached by the parties in the Hearing of September 25, 1973, as understood by the Fact Finder. However, this statement does not preclude further language modification if mutually agreed to by the parties.

*Samuel S. Shaw,*  
Samuel S. Shaw, Fact Finder  
Grand Rapids, Michigan  
October 20 1973