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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Fact Finding between

Schoolcraft Community College
~~NORTHWEST WAYNE COUNTY COMMUNITY~~
~~COLLEGE DISTRICT~~

-and-

SCHOOLCRAFT COLLEGE ASSOCIATION OF
OFFICE PERSONNEL

Alan Walt 9-17-71 /

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

REPORT OF FACT FINDER

Pursuant to application for fact finding dated July 16, 1971, filed by the Association and the answer of the Community College District, hereinafter called the Board, dated July 28, 1971, the undersigned was appointed Fact Finding Hearings Officer by letter of the Employment Relations Commission dated August 2, 1971.

Upon notice duly given, hearings were held pursuant to Section 25, Act 176, Public Acts of 1939, as amended, and the regulations of the Commission.

Only those issues which remained unresolved between the parties were submitted to fact finding; none of the areas in which agreement had previously been reached were considered.

Noted 11-1-71 Schoolcraft College - [Signature]

BACKGROUND

There are approximately 51 employees in the bargaining unit employed in various office and clerical classifications. Excluded from the unit are the college nurse, bookstore manager, bookkeeper/supervisor, systems analyst, computer programmer, assistant to the registrar, secretary to the vice-president for business affairs, and negotiations assistant and his secretary for classified personnel, and all student help. In reviewing the seniority of employees in the bargaining unit, it is found that no one was employed at the college - which opened in 1964 - prior to 1965 and that the majority of the bargaining unit have between 1 and 4 years seniority.

The previous collective bargaining agreement, a two-year contract from 1969 to 1971, expired June 30, 1971, and has been extended on a day-to-day basis. Most unresolved issues are economic although some non-economic areas are in dispute. Negotiations have taken place since about March of this year and although a number of changes in positions have taken place, this report will consider only the posture of the parties at the time of fact finding.

RIGHTS OF THE ASSOCIATION RE NEW JOB CLASSIFICATIONS AND SALARY GRADES

Under the prior collective bargaining agreement, the Board was vested with the exclusive right to create new job classifications and to establish wage or salary rates without submitting the matter to negotiation or giving notice to the Association. While the Asso-

ciation does not challenge these rights, recognizing they are vested in management, it does seek notification whenever new job classifications are created and the right to negotiate the rate and classifications. It indicates that the Board has granted this right to its operating engineers in another collective bargaining agreement. The contractual language applicable in that contract is found in Article XVIII, §B, ¶1, 2, and reads as follows:

1. The Employer shall have the right to establish, evaluate, change, and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification, and classification, the Employer has the right to develop and establish such new or revised job descriptions, specification, and classifications, rates of pay, and to place them into effect. Whenever new buildings or a job is made operational, the Employer shall establish the job description.

2. The Employer will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

FINDINGS OF FACT AND RECOMMENDATIONS

It must be recognized that a relatively small bargaining unit is here involved and that employees are acquainted with each other and knowledgeable of the duties and responsibilities of the

various classifications. To exclude the Association from any role in job classification and salary would, I believe, effectively undermine it in its ability to fairly and properly negotiate economic benefits for its membership.

The provisions relative to new jobs existing in the operating engineer's contract recognizes the Board's exclusive right "to develop and establish such new or revised job descriptions, specification, and classifications, rates of pay and to place them into effect" [underscoring added]. The Association does not challenge the Board's right to do so in regard to classifications and rates of pay for this bargaining unit. It seeks the same rights the operating engineers possess - notice of such action by the Board and the right to negotiate rates and classifications. The Association's demand appears fair, reasonable, and essential to its very existence. The Board would remain unfettered in its ability to create new job classifications, to establish salaries therefor and to place these positions into effect. The right to subsequent negotiation on the classification and its rate of pay does not frustrate the Board's ability to accomplish necessary work.

It is recommended that provisions similar to those existing between the Board and Local 547 of the International Union of Operating Engineers be adopted by the parties regarding new classifications and the salaries established therefor.

HOLIDAYS

Nine paid holidays were granted under the 1969-71 agreement. These consisted of:

4th of July	Christmas Day
Labor Day	New Years Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Day before Christmas	

The Association seeks the addition of the week between Christmas and New Years, which will amount to an additional 4 or 5 paid holidays, depending on the day in the week the holidays fall. It points to the fact that one of the Board's "feeder" districts, Livonia, presently enjoys 10 paid holidays plus 3 additional days at Christmas and that the remaining "feeder" districts and most comparable community colleges have enjoyed 10 paid holidays since at least 1970. Between 25 and 30 percent of the members of this unit work for faculty members and counselors who, the Association contends, are not usually present in the week between Christmas and New Years Day. Furthermore, students are not on campus in that week and the cafeteria is closed. As a result, the work to be done by members of this bargaining unit is substantially reduced during the week of the winter holidays.

The Board has offered one additional holiday, the day before New Years, for a total of 10 paid holidays. It points to the fact that this is the same number of holidays enjoyed by most "feeder" districts, except Livonia where the collective bargaining

agreement includes 3 extra days at Christmas. The same is true of most comparable community colleges except Henry Ford where 9 paid holidays were granted in the 1970-71 contract. Between 70 and 75 percent of the members of this bargaining unit work for administrators who are present and work during the week between Christmas and New Years. Any employees who take time off during the Christmas recess must charge it against vacation time. Recognizing that the administrators presently have 10 paid holidays, it is the Board's intent to bring the members of this bargaining unit to a comparable position.

FINDINGS OF FACT

A review of comparative data offered at the hearings shows that members of other office personnel bargaining units have enjoyed 10 paid holidays since at least 1970 and that Livonia has granted 3 additional holidays at the Christmas season in addition to the 10 since 1969. Furthermore, administrators at this college currently enjoy 10 paid holidays.

On the other hand, it must be concluded that most members of this unit work for administrators who continue on campus through the Christmas recess. Unquestionably, the work load for the members of this unit is lighter during the week but that, in and of itself, can hardly constitute a valid basis for the grant of additional paid time off.

RECOMMENDATIONS

It is my recommendation that the members of this bargaining unit be granted a total of 11 paid holidays per year with the extra day being either the day before or the day after Christmas. The grant of the additional day - for a total of 11 paid holidays - does take into consideration the fact that the work load is somewhat diminished for office personnel during the week in question as well as the fact that an extra holiday, either before or after Christmas Day, will serve to extend the holiday enjoyment of the members of this unit.

PAID VACATION

Under the provisions of the prior contract, full-time regular employees received 10 vacation days for between 1 and 5 years of employment and 15 days for over 5 years. The Association seeks the following vacation schedule:

1 to 3 years - 10 days
3 to 5 years - 15 days
Over 5 years - 20 days

While recognizing that this is an economic issue, the Association argues that no extra personnel is necessary for added vacation days since existing personnel normally cover when others are on vacation. Nor does the Association feel that these additional days will place any real strain on the school's budget.

The Board's position is that the vacation provisions of

the prior contract be continued in any new agreement, believing that the number of vacation days presently enjoyed by members of the bargaining unit is fair and comparable with both "feeder" districts and other community colleges in the area.

FINDINGS OF FACTS

In reviewing the comparative data submitted by the parties, it is found that no set pattern exists concerning vacation benefits either in the "feeder" districts or the other community colleges. In some districts, employees with only 6 months seniority accrue 5, 6, or no vacation days. There are instances where members of comparable bargaining units with between 1 and 2 years seniority receive 12 vacation days while in another, employees with 1 to 10 years accrue this number of days. In the Monroe Community College district, a 1 year employee accrues 15 days.

RECOMMENDATIONS

In reviewing the entire question of vacation benefits, it is my belief that some increment in paid vacation accrual is warranted. The following vacation schedule is therefore recommended:

Less than 1 year	- Continuation of benefits accorded under last contract
1 through 5 years	- 12 days
6 through 10 years	- 15 days
11 through 15 years	- 18 days
16 through 20 years	- 21 days

For employees working less than a full year, vacation benefits should be prorated.

SICK LEAVE AND PERSONAL BUSINESS DAYS

Under the 1969-71 collective bargaining agreement, members of this unit received a total of 12 days per year in paid sick leave which may be accumulated to 90 days. Upon retirement or resignation, no payment is made for any unused, accumulated sick leave. As for personal business leave, 3 days were granted which are non-cumulative.

The Association does not seek an increase in the number of sick days but does seek compensation for any accumulated and unused sick leave remaining upon resignation or retirement. It contends that the present system fails to reward an employee who takes a minimum of sick time over the years. For example, an employee retiring with an accumulation of 90 sick days is in the same position as one who has used his entire sick leave bank. While both receive the same severance benefits under other provisions of the contract, no financial recognition is given the employee who has conserved sick leave days.

In regard to personal business days, the Association seeks that these be increased to 5.

The Board has offered to continue the sick leave and personal business days provisions of the 1969-71 agreement. Members of this

bargaining unit are entitled to a severance benefit independent of sick leave; following the completion of 10 years service, each receives \$800 in severance benefits payable on retirement plus \$10 per month for each additional month worked beyond 10 years, to a maximum of \$2,000. In those districts which provide for the accumulation of sick leave, an employee who has utilized all accumulated days receives nothing upon resignation or retirement whereas members of this unit receive full severance benefits even where no sick leave days remain.

FINDINGS OF FACT

In reviewing other college and "feeder" districts, a variety of sick leave and personal business day provisions are found. For example, in Garden City, there is no limitation on the accumulation of sick leave days and an employee is paid either \$10 for each unused sick leave day on retirement or \$50 for each year of service beyond the 10th year. Livonia has no limitation on accumulation of sick leave days and provides 2 personal business days per year which are not cumulative. There is no cash value to sick leave upon termination but a retirement benefit is available.

Macomb Community College allows accumulation to 30 days with 3 personal business days per year without accumulation. There is neither cash value to unused sick leave nor severance benefits upon termination. Henry Ford Community College provides for accu-

mulation of 1 sick leave day per month for 3 years and thereafter 1½ sick leave days per month with unlimited accumulation. Two personal business days per year are granted which are non-cumulative. Employees receive 1/3 of accumulated sick leave on retirement. However, if there are no sick leave benefits, no other retirement is available.

RECOMMENDATIONS

Upon consideration of sick leave and personal business day benefits available under the 1969-71 contract as well as the plans and features available to similarly classified employees in other districts, it is my recommendation that the sick leave and personal business day features of the previous contract be continued in the new agreement. As a practical matter, no member of this bargaining unit has accumulated the maximum sick leave available (90 days) and from a review of the seniority list, it does not appear that any employee will reach that level within the next 2 years.

While the severance benefit plan presently appears to be an adequate substitute for payment of unused sick leave days, it must be recognized that such benefits are available only after 10 year's service for those employees who meet the eligibility requirements of the state retirement fund. It is recommended that employees with between 4 and 10 year's seniority as well as any employee with more than 10 years not eligible under the state retirement fund (and that question was not presented or discussed at the hearings)

receive one day of pay for every 3 days of accumulated sick leave up to 90 days. This should offer some measure of equity to those employees who have preserved their sick leave and should actually provide a savings to the Board in the long run by assuring more regular attendance.

NORMAL WORK DAY

At present, full-time employees in the bargaining unit work 5 days a week, $7\frac{1}{2}$ hours a day, for a total of $37\frac{1}{2}$ hours per week. The Association's demand is for a 7 hour day, or a total of 35 hours per week. The Board seeks a continuation of the provisions found in the 1969-71 contract.

FINDINGS OF FACT AND RECOMMENDATIONS

Between 70 and 75 percent of the members of this bargaining unit work for administrators. Approximately 5 are secretaries to faculty and another 5 are secretaries to counselors. The administration of the college works an eight hour day - although nothing in their contract so defines the work day or specifies a 40 hour work week.

The record as a whole supplies no convincing evidence for a reduction in the work day below $7\frac{1}{2}$ hours. It is my recommendation that the provisions of the 1969-71 contract be continued.

NO STRIKE CLAUSE

The previous collective bargaining agreement did not contain a no strike provision. The Board seeks inclusion of the following no strike clause:

The Association agrees that during the entire life of this Agreement, there shall be no sanctioned or condoned strike, sit-down, stay-in, slow down, or work interference or curtailment of any kind for any reason. The Association agrees it will not cause or permit its members to cause, nor will any member of the Association take part in any picketing of any of the College's buildings or facilities.

The Association further agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow downs, picketing, or work interference or curtailments of any kind by notifying the employees and the public that it disavows these acts.

All committeemen and officers of the Association shall take prompt affirmative action to prevent any wildcat strikes, sit-downs, stay-ins, slow downs, picketing or work interferences or curtailments of any kind.

The Association agrees that the College shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure of this Agreement.

FINDINGS OF FACT AND RECOMMENDATIONS

While the legality of a strike in the public sector is a matter of state law, no valid reason exists why the parties cannot adopt a no strike clause as part of the express agreements governing

their relationships. Because there was no discussion of the proposed clause other than the fact that it was offered as part of the Board's case, I will not recommend its specific adoption but will place the matter in the hands of the parties with the recommendation that a no strike clause be negotiated. It is my recommendation, however, that any action taken pursuant to the no strike clause be subject to the regular grievance procedures of the contract. Reported arbitral awards are replete with instances where disciplinary sanctions imposed under no strike clauses against members of the bargaining unit or its officers and representatives have been upheld.

EXEMPT POSITION

The Board seeks to exclude from the bargaining unit the position of secretary to the Business Manager. Its rationale is that the Business Manager is a member of the Board's negotiations council which consists of a number of administrators involved in the formulation of collective bargaining positions to be taken by the Board in its negotiations with the various unions recognized at the college. The Business Manager has been involved in collective bargaining with this unit as well as with operating engineers and the Faculty Forum. He has prepared and his secretary has typed various negotiating position papers. The files of the Business Manager contain matters pertaining to negotiations and he has been

involved in the grievance procedure with the other bargaining units as well as this one. The Board believes that the position occupied by the Business Manager's secretary makes her privy to the type of information which could well be helpful to the Association in collective bargaining and that the occupant of this position should not only be free from possible pressures from the Association but must enjoy the full confidence of the Business Manager and other administrators.

The Association noted that the holder of this position has never been involved in negotiations and does not attend or take minutes at Board meetings. The Business Manager makes no final and binding determinations as to specific contractual terms or provisions to be offered any union. There are presently sufficient exempted positions and any further exclusions from the bargaining unit will seriously weaken the Association.

FINDINGS OF FACT AND RECOMMENDATIONS

The following positions are presently excluded from the unit: secretary to the President and the Board; 2 clerical positions in the personnel office; secretary to the Vice-President for Business Affairs; and all part-time employees. In addition to the secretary, a part-time employee working approximately 28 hours also occupies a position in the Business Manager's office.

The Office of the Business Manager is responsible for build-

ings and grounds, accounting, security, auxiliary services and purchases. The Business Manager's activities extend to budget responsibilities and other fiscal matters; his secretary handles all correspondence and documents coming into the office. In that position, she has access to various budget proposals and formulations whether subsequently effectuated or not. No doubt some of the financial material which regularly crosses her desk would be informative to the Association in future negotiating positions.

While I recognize the necessity to exclude certain classifications involved with the handling of "priveleged" matters - in this context, the formulation of negotiating positions - there are sufficient exempted positions presently existing to achieve this goal. The fact that the secretary to the Business Manager may see budget information in its formulative stages is no reason to exclude the position. The manner in which this data is assembled and allocated is another matter and there is no reason why the preparation of such material cannot be handled by the other excluded positions. Similarly, the secretary to the Business Manager need not be privy to matters before the negotiations council or the particular bargaining teams of which the Business Manager may be a member. There appear to be a sufficient number of exempted secretaries to meet these clerical needs.

It is my recommendation that the parties retain the position of secretary to the Business Manager in the bargaining unit.

SALARY STRUCTURE

POSITION OF THE ASSOCIATION

It is the Association's contention that in point of fact, the salary increases received under the 1969-71 contract by many employees in the bargaining unit were not even sufficient to keep pace with cost of living increases during that period. This was so because the majority of employees in the unit were at the top of the pay scale in their respective grades and no mechanism was present, such as a cost of living clause, to provide for salary adjustments.

In formulating its salary demands, the Association has taken into consideration that the majority of the members of the unit have been employed 4 or more years and that the salary structure adopted must recognize this longevity. Under previous salary structures adopted, a Grade 5 employee hired July 1, 1968, was earning at the same rate on July 1, 1970, as another employee hired in the same grade on the later date. It is the Association's belief that this situation will not be solved by including a number of "step" increments within each grade since most employees will probably be at or near the highest level thereunder. By the same token, an across-the-board increment will not fairly compensate employees with substantial longevity.

For these reasons, the Association has prepared the following scale which takes cognizance of each employee's length of service

regardless of grade:

<u>DATE/HIRE</u>	<u>SALARY INCREASE</u>
1964-66	\$20 a wk (\$1,040)
1967-69	\$15 a wk (\$ 780)
1970-71	\$10 a wk (\$ 520)

The total cost of this increase over the 1970-71 salaries will be \$36,047.

While the Association favors the preceding salary package, as an alternative it will accept a 12 $\frac{1}{2}$ % increase, and believes the cost thereof to be the same as its preferred package.

Neither of these proposals include cost of living, step increments, or merit raises, although many of these features exist in other community colleges in the area and in some "feeder" districts. Furthermore, members of this unit are not entitled to tenure or in the event of layoff, to state employment security benefits.

POSITION OF THE BOARD

Because the thrust of the Association's salary demands was that substantial wage increments would be required for those employees with 4 or more years and that it was not as concerned with starting rates, the Board made the following salary offer:

Grade 4	-	\$ 88 - \$120 a wk	- (\$4,576-\$ 6,240)
Grade 5	-	\$ 96 - \$140 a wk	- (\$4,992-\$ 7,280)
Grade 6	-	\$104 - \$150 a wk	- (\$5,408-\$ 7,800)
Grade 7	-	\$112 - \$160 a wk	- (\$5,824-\$ 8,320)

Grade 8	-	\$120 - \$170 a wk	-	(\$6,240-\$ 8,840)
Grade 9	-	\$128 - \$180 a wk	-	(\$6,656-\$ 9,360)
Grade 10	-	\$136 - \$190 a wk	-	(\$7,072-\$ 9,880)
Grade 11	-	\$144 - \$200 a wk	-	(\$7,488-\$10,400)

It must be recognized that the members of this unit presently work a 37½ hour week, and appropriate adjustments are necessary when comparing salaries at colleges and districts with 40 hour work weeks. It is the Board's position that the salary increase offered is most equitable, represents a greater percentage of budget allocation to the members of this unit than under the 1970-71 contract, and places them in a competitive position with similarly classified employees at other community colleges and in this college's "feeder" districts.

FINDINGS OF FACT

The record establishes that the budget adopted by the Board in June of this year was \$6,131,327. The percentage of budget allocated to secretarial and clerical employees - including 8 or 9 non-unit members - is 5.987% (\$367,099) under the Board's salary proposal as compared to 5.887% (\$327,140) in the 1970-71 contract, for a dollar increase of \$39,959. The Association's "weighted" salary plan, which recognizes longevity regardless of grade, involves an estimated cost of \$36,047 over the 1970-71 salary scale. The Association points to the fact that approximately 65% of its

members fall into Grades 5 and 6 on the salary scale and have 4 or more years of service. It argues that the Board's last offer does not recognize either of these factors sufficiently, and that it is essential that employees so situated be more adequately compensated.

The 1970-71 salary schedule for the members of this bargaining unit was as follows:

<u>GRADE</u>	<u>MINIMUM</u>	<u>6 MO. RATE</u>	<u>MAXIMUM</u>
4	\$ 88 - (\$4,576)	\$ 92	\$116 - (\$6,032)
5	\$ 96 - (\$4,992)	\$100	\$124 - (\$6,448)
6	\$104 - (\$5,408)	\$108	\$132 - (\$6,864)
7	\$112 - (\$5,824)	\$116	\$140 - (\$7,280)
8	\$120 - (\$6,240)	\$124	\$148 - (\$7,696)
9	\$128 - (\$6,656)	\$132	\$156 - (\$8,112)
10	\$136 - (\$7,072)	\$140	\$164 - (\$8,528)
11	\$144 - (\$7,488)	\$148	\$172 - (\$8,944)

In analyzing the Association's preferred salary proposal for weighted salary increases based upon longevity rather than grade, I believe it to be both unworkable and adverse to proper personnel practices. In such a structure, an employee with substantial tenure but possessing minimal skills and occupying a position requiring little responsibility may well earn more - and continue to do so over the years - than a highly skilled employee with much greater responsibility. I do not express the belief that longevity should go unrewarded but rather that particular job classifications carry cer-

tain salary ranges in the market place based upon training, skills, responsibility, experience, and job requirements. If the salary scale established for a particular classification does not adequately reflect these factors, then the position should be reevaluated and the job either reclassified or upgraded for salary purposes. For example, the Association compared the salaries of switchboard operators at the college and in the Plymouth School district to show that earnings of this bargaining unit employee were substantially less than her counterpart in Plymouth. If that is so, a reevaluation of that job may be necessary [but that point was not pursued in, nor was it the purpose of, these hearings].

In short, if the Association desires to recognize longevity per se, it is my belief that this should be done in some other way. For example, this college presently has a severance benefit plan based upon longevity. A specific longevity provision might be negotiated in the future to compensate employees with less than ^{1/}10 year's service.

Cost of living data introduced at the hearing reveals an increase of 6.1% between 1969 and 1970 and a 2 year cost of living rise between July 1, 1969, and July 1, 1971, of 9.6%. Although the cost of living in May, 1971, was 3.6% higher than May of 1970 and the increase in June, 1971, was an additional .8%, it is impossible

^{1/} No such recommendation is suggested here, the purpose being only to distinguish minimum and maximum rates for a specific job or classification from length of service in such job or classification.

to make an enlightened projection for the future because of the existing presidential "price - wage freeze".

At the hearings, the parties introduced a great deal of comparative data for office and clerical personnel in other community colleges in the area as well as in the "feeder" districts for this college. It is exceedingly difficult to make precise salary comparisons in this area because of the differing (in some cases) or overlapping (in other instances) job functions in all classifications under review.

RECOMMENDATIONS

For reasons set forth above, it is my recommendation that the weighted salary schedule presented by the Association not be adopted. Utilizing the job descriptions of members of this unit, occupational descriptions contained in the area wage survey of the U.S. Department of Labor for the Detroit Metropolitan Area (Bulletin 1660-58), and comparative wage data for other colleges and districts, it is my belief that the minimum salaries in all grades should be increased 8% resulting in the following figures:

<u>GRADE</u>	<u>MINIMUM</u>
4	\$4,942
5	5,391
6	5,841
7	6,290

8	\$6,739
9	7,188
10	7,638
11	8,087

It is, I believe, essential that realistic minimum salaries be adopted by the parties even though the bulk of the unit may not be directly effected thereby.

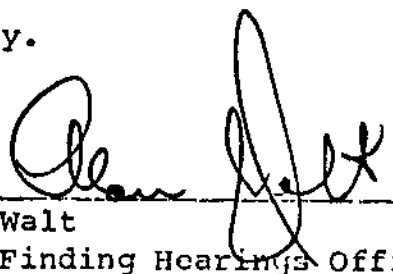
As to the maximum salaries, I do not believe that an 8% increment adequately compensates the employees in the lower grade levels of the bargaining unit. This conclusion is formulated as the result of previously described comparisons as well as general cost of living considerations as they have effected the members of this unit since 1969. It is my recommendation that greater increases be afforded in the lower grades than at the top of the pay scale. In doing so, those classifications in the higher paying grades will still receive substantial increases and remain competitive.

<u>GRADE</u>	<u>MAXIMUM</u>
4	\$6,590
5	7,300
6	7,845
7	8,450
8	8,840
9	9,050
10	9,310
11	9,750

While I rejected the concept of longevity in the salary scale, I believe it necessary for the parties to adopt annual salary increments, or steps, within each pay grade. I cannot accept the Association's argument that steps within a pay grade will not result in any present financial gain to its membership. However, to prevent any present employee from receiving a salary reduction, a "grandfather" provision should be adopted to the effect that all employees will be placed on the salary scale in accordance with their present seniority but in no event at a step that will result in a pay increment of less than 8%. I recommend that the parties consider establishing 5 annual steps within each pay grade.

Although the parties indicated that a two-year contract has been discussed, no distinction was made between the first and second year of the contract in the economic positions presented. However, it is my recommendation that the parties agree to a 5% salary increment in the second year of the collective bargaining agreement plus a cost of living factor effective July 1, 1972, computed from the Consumers Price Index for Urban Wage Earners and Clerical Workers, Bureau of Labor Statistics, U.S. Department of Labor, and computed in cents per hour by allowing 1¢ for each .4 of index increase determined and payable quarterly.

DATED: September 17, 1971.


Alan Walt
Fact Finding Hearings Officer