

In the Matter of Fact Finding Between
The Professional and Administrative Association
and
Wayne County Community College

Edward Simpkins 9-2-77

Having been duly appointed by the Michigan Employment Relations Commission, Department of Labor, State of Michigan, as Hearing Officer and Agent to conduct a fact hearing pursuant to Section 25 of Act 176 of the Public Acts of 1939 as amended, and having convened the parties for the purposes of resolving all outstanding disputes resulting in an impasse, I submit the following recommendations for adoption by the parties and for inclusion in a successor agreement between them. The parties were convened by the Fact Finder on the following dates:

August 26, 1977

August 29, 1977

August 31, 1977

September 1, 1977

September 2, 1977

LABOR AND INDUSTRY
RELATIONS DIVISION
Michigan State University

Representatives for the parties proceeded arguendo in the presentation of their cases.

In attendance were:

UNION

Robert Finkel, Esq.
George Davis
Richard Lightbody
Scott Sloan
John Hammang

COLLEGE

Leonard Givens, Esq.
Edward Callaghan
Milan Chonick

Nine areas of disagreement are found to exist and the Fact Finder proposes the following as a final resolution of those outstanding differences.

Wayne County Community College

Article I - Agreement

Change names under Association column as follows:

Add Richard E. Lightbody, Chairperson
Delete Carmen J. Pascaretti
Add Scott Sloan

Article VIII - Grievance Procedure

F-5 - Delete first sentence, add the following:
A grievance involving a continuing monetary liability to the College must be appealed within the applicable time limits and failure to do so shall result in said grievances being deemed withdrawn. All other grievances must be appealed within a reasonable period of time.

Article XXI - Vacations

B-2 - Add to last sentence "this provision shall become effective July 1, 1978."

C-2 - Delete last sentence, add "notwithstanding any other provisions of this Article, vacation days shall be scheduled by the Employer for an employee only after a request for specific vacation time by the employee has been denied and attempts have been made between the immediate supervisor and the employee to resolve the conflict. Vacation days scheduled by the Employer shall be made as far in advance as possible."

Article XXV - Miscellaneous

F - Retirement; Retirement from College service shall be mandatory for all Bargaining Unit members on July 1 following their sixty-fifth (65th) birthday unless said Bargaining Unit member who wishes to continue to work for the College successfully completes a physical examination by a physician designated by the Employer. Each Bargaining Unit member shall be required on a year-to-year basis to successfully complete a physical examination in order to continue to work at the College. The employee at his own expense may select an additional examiner if the employee disagrees with the diagnosis of the Employer's physician. In the event the examiners differ upon the final diagnosis, the parties shall employ a third physician selected by the first two physicians whose diagnosis shall be binding on the parties. The parties shall split the cost of this final examination.

Article XXVI - Salary Schedules

A - Full-Time Salary Schedules

A-1 to A-5 increments - \$953

B-1 to B-5 increments - \$1,271

for all three years of the Agreement.

Percentage Increases at First Step

1977-78: 7%

1978-79: 6-1/2%

1979-80: 6-1/2%

Retroactive to July 1, 1977 through August 11, 1977.

B - Cost of Living

1977-78: \$700

1978-79: \$800

1979-80: \$900

C - Tuition and Conference Reimbursement

C(3) - First sentence modified to include those Bargaining Unit members who have a Master's Degree on file in the Personnel Office shall be eligible for conference reimbursement.

D - Administrators Non-Contributory Tax Sheltered Annuity Plan.

Delete in its entirety.

Appendix B - Job Upgradings

Accounts Payable Supervisor: A-3 to A-4

Accounts Receivable Supervisor: A-3 to A-4

Cashier Supervisor: A-3 to A-4

General Accountant: A-4 to A-5

Payroll Supervisor: A-3 to A-4

Coordinator of Student Records and Registration: A-3 to A-4

Memorandum of Understanding No. 9

See attached.

Memorandum of Understanding No. 10

See attached.

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING NO. 9

JULY 1, 1977

This Memorandum of Understanding executed by and between Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Professional and Administrative Association, (hereinafter referred to as the "P&AA"), whereas the above mentioned parties agree as follows:

1. That upon ratification of the Contract by Both Parties, a committee composed of two (2) members from or selected by the P&AA and two (2) individuals designated by the Board shall convene and meet periodically to study the feasibility of formalizing a system of compensatory time off for Bargaining Unit members in the A-1 through A-5 classification(s).
2. That the committee shall issue a report and recommendations no later than February 1, 1978. A Majority Report and recommendations shall be submitted to the President, who in turn shall submit same as his recommendation to the Board of Trustees. If agreement cannot be reached by a majority, all reports shall be submitted to the President and the Board without a specific recommendation from the President.
3. The Board of Trustees, after their review of the committee's report, shall take whatever action the Board deems appropriate no later than their February, 1978 public meeting.
4. That in order to aid the deliberations of the committee, the College shall keep records of all hours worked in excess of thirty-five (35) hours per week exclusive of lunch by all P&AA members in the A-1 through A-5 classification(s).
5. In the event the Board of Trustees approves a system of compensatory time off, said system shall be implemented from the first day that records of the College can support same.

WAYNE COUNTY COMMUNITY COLLEGE
MEMORANDUM OF UNDERSTANDING NO. 10
July 1, 1977

This Memorandum of Understanding executed by and between Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Professional and Administrative Association, (hereinafter referred to as the "P&AA"), whereas the above mentioned parties agree as follows:

Program Directors in the Academic Division shall not be required to teach as part of their administrative responsibilities for the Fall, 1977, semester.

The Fact Finder finally recommends that upon the immediate return to work of all employees in this unit following the issuance of this report, both the College and the Union agree to impose no penalties upon any person for actions arising from the heretofore unresolved dispute between the parties.

Edward Simpkins

Fact Finder

September 2, 1977