

1740

FF 12/2/77

IN THE MATTER OF FACT FINDING BETWEEN
UAW LOCAL 1796 AND WAYNE COUNTY COMMUNITY COLLEGE
CASE NO. D77 E1707

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 purpose of resolving all outstanding disputes resulting in an impasse, I submit the following recommendations for adoption by the parties and their inclusion in a successor Agreement between them.

There was a total of thirty hearing and mediating dates. The following recommendations ensued as a result of those meetings and are hereby forwarded to the parties as a guide for their consideration or adoption in a successor Agreement.

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

In attendance were:

Union

Ken Morris
Clifford Parker
Paul Masseron
George Weaver
Sammie Rice
Ann McDonald
Eddie Davidson
Rebecca Cherveney

College

Leonard Givens, Esq.
Edward D. Callaghan
Milan Chonich

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Edward Simpkins

Wayne County Community College

Fact Finding - UAW Local 1796 and WC3

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

Article XVII - Holidays

Maintain provision of the 1974-77 Contract.

Article XVIII - Vacations

No pro-ration for vacation for part-time employees.

Add B1(e): Effective July 1, 1978, each Bargaining Unit member shall receive one (1) additional vacation day credited to his vacation account on July 1 of each contract year.

Existing B2 becomes B3.

Add B2 which will read, "at the sole discretion of the Employer, each Bargaining Unit member shall utilize a minimum of fifteen (15) consecutive vacation days during the month of August of each contract year provided only ten (10) of the fifteen (15) days are chargeable to each Bargaining Unit member's vacation account. Denial by the appropriate administrator of vacation time requested under this provision shall result in an additional five (5) vacation days being credited to the Bargaining Unit member's vacation account. Agreement or denial of vacation days by the appropriate administrator under this provision shall occur no later than July 1 of each contract year. This provision shall become effective July 1, 1978.

Article XXIII - Cost-of-Living Allowance

Maintain current cost-of-living provision, to wit:

Consumer price index for urban wage earners and clerical workers published by the Bureau of Labor Statistics, U. S. Department of Labor.

1967 = 100 each year to have a twenty-cents (.20¢) cap and an additional ten-cents (.10¢) over the life of the Agreement to be applied to the base wage rate at the first (1st) of the following year if the index exceeds the twenty-cents (.20¢) annual cap.

Fact Finding - UAW Local 1796 and WC3

The current sixty-cents (.60¢) cost-of-living shall be handled in the following manner:

Thirty-cents (.30¢) shall be deductible from the sixty-cents (.60¢) in effect immediately prior to July 1, 1977 and said thirty-cents (.30¢) shall be reflected in the 1977-78 salary schedule as part of the base wage rate. The remaining thirty-cents (.30¢) shall act as a cost-of-living float for the life of the Agreement.

Article XXIV - Fringe Benefits

A-3 - Long Term Disability

Effective September 1, 1977, the Employer agrees to pay the necessary premiums to provide long-term disability insurance in the amount of sixty-five percent (65%) of the Bargaining Unit member's salary not to exceed \$1,000 per month. Disability benefits shall commence the twenty-ninth (29th) week of total disability and continue for the period of total disability or to age sixty-five (65), whichever occurs first. During the time of total disability, there shall be excluded from the non-duplication offset any social security benefits in excess of those in effect at the time of disability.

A-5 - Dental Insurance

Bargaining Unit members may participate in the Delta Dental Plan or comparable plan as provided by the Employer. The dental plan provides in most cases payment of eighty percent (80%) of the cost for dental care (80/80/50) up to a maximum of \$600 in one (1) year for each full-time employee, spouse, and dependent children. Effective November 1, 1977, the dental plan shall be improved to include the 90/90/50 Delta Dental coverage or a comparable plan.

A-6 - Optical Insurance

The Employer agrees to pay the necessary premiums to provide each full-time employee, spouse, and dependent children with the Basic Plan of Cooperative Services, Inc., or a comparable plan, provided said plan does

Fact Finding - UAW Local 1796 and WC3

not exceed \$21.00 per annum per employee. Effective November 1, 1977, the optical plan shall be improved provided said plan does not exceed \$32.00 per annum per employee.

Appendix A - Wage Increases

1977-78: Thirty-cents (.30¢) across the board retroactive to July 1, 1977.

1978-79: Twenty-cents (.20¢) across the board.

1979-80: Twenty-cents (.20¢) across the board.

Memorandum of Understanding(s)

Subcontracting at Park Avenue Instructional Center to be deferred for resolution by arbitrator, Howard A. Cole.

Payment to five (5) employees with documented excuses who were absent on July 1, 1977.

Payment to approximately forty-five (45) employees who were not compensated for the July 4, 1977 holiday.

Appendix B -

Upgrade Central File Clerk from pay grade 3 to pay grade 4.

The fact finder finally recommends that both the College and the Union agree to impose no penalty on any person for action arising from the heretofore unresolved dispute between the parties.

Fact Finder:


J. Edward Simpkins 12/2/77