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STATE OF MICHIGAN

DEPARTMENT OF LABOR

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding Between:

KELLOGG COMMUNITY COLLEGE

Employer,

-and-

Unions,

FACULTY ASSOCIATION

EDUCATIONAL MAINTENANCE PERSONNEL/ MESPA

EDUCATION OFFICE PERSONNEL ASSOCIATION/ MESPA

MERC FACT FINDING

Case Nos.
L 82 E-398
L 82 E-399
L82 E-400

Robert Browing 4-6-83

APPEARANCES

For the Kellogg Community College: (Employer)

Philip R. Carey, Attorney
James E. Cook, Executive Vice President
Robert F. Rimkus, Controller
Adam M. Drozdowski, Business Manager
Charles R. Chearney, Real Estate Appraiser
Charles McNealy, Seidman & Seidman

For the Unions: Faculty Association/Education Maintenance Personnel/Education Office Personnel Assocation

Kirk Curtis, MEA Uniserv Director
Ron Smith, Chief Spokesman, Kellogg Faculty Association
Joe Blythe, Negotrator, Kellogg FAculty Assocation
Sally Schucker, Kellogg Faculty Assocation
Faith Vruggink, Kellogg Faculty Assocation
Kay E. Hopkins, President, Office Personnel Assocation
Mary K, Mead, Negotiator, Office Personnel Assocation
Sue Gleason, MESSA Representative
Al Short, MEA Lobbyist

Kellogg Community College

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FACT FINDER'S REPORT AND RECOMMENDATIONS

I INTRODUCTION

This fact finding is rendered more complex in that it involves the failure of the parties to reach agreement in collective bargaining negotiations for one year Agreements (July 1, 1982 through June 30, 1983) between the Kellogg Community College Board of Trustees and respectively: the Kellogg Faculty Assocation (11 issues unresolved); KCC Educational Mainteance Personnel/MESPA (13 issues unresolved); and KCC Education Office Personnel Assocation/MESPA (18 issues unresolved). The Union in its petitions on October 7, 1982 for fact finding under Section 25 of the Michigan Labor Relations and Mediation Act (MCLA 423.25; MSA 17.454(27)), stated that despite bargaining for some months between the parties and the use of the able services of Freda Mills, assigned MERC mediator, that bargaining between the parties and mediation proved unsuccessful.

On November 15, 1982 the undersigned, Robert F. Browning was appointed by the Michigan Employment Relations Commission as Fact Finder. With the agreement of the parties a pre-hearing conference was held on December 15, 1982 at the MERC Office, Leonard Plaza, 309 N. Washington, Lansing, Michigan. Public Hearings were held in the Fireplace Room of the Battle Creek Public Schools Administration Building, a neutral site at the request of the Union, on January 19, 20 and 26, 1983.

The parties were given every opportunity to furnish pertinent testimony and introduce exhibits into evidence. The Employer offered a number of exhibits and written statements and the Union introduced ninety-four (94) exhibits.

The parties did not choose to submit post-hearing briefs and the record was closed at the conclusion of the Hearing on January 26, 1983. The Fact Finder advised the parties that he anticipated issuing his Fact Finding Report and Recommendations approximately forty days thereafter. Regretfully, I have found that due to the three bargaining units; the number of issues involved and the number and complex detail of some of the exhibits, plus my other existing commitments and work load that it has taken

longer than originally anticipated.

II PRE-HEARING CONFERENCE

At the Pre-Hearing Conference the parties agreed that the economic issues and areas that are common to all three units would be presented first. A common thread running through the economic issues was the arguments of the parties on "ability to pay." The bargaining team representatives for each unit as well as the Employer representatives were present at the pre-hearing and at each of the three hearing days. With regard to each of the three units, the term of the respective Agreements, is to be a one year agreement-from July 1, 1982 through June 30, 1983. (question faculty unit term of contract)r

The parties requested the Fact Finder to note, that the remainder of the prior contracts, plus the tentative agreement, plus the unresolved issues if resolved, will constitute the new Agreement(s). The parties position on retroactivity, insofar as the economic issues differs in that the Employer seeks a wage and fringe coverage freeze, while the Union seeks economic wage and fringe increases retroactively.

III POSITIONS OF PARTIES AS SET FORTH IN THEIR OPENING STATEMENTS AND CLOSING ARGUMENTS

A. THE UNION

The Union stated that the parties remain "at square one" of bargaining with some forty-one (41) issues unresolved, namely Kellogg Faculty Association - 10 issues unresolved; Education Maintenance Personnel/MESPA - 13 issues unresolved; Office Personnel/MESPA (18 issues unresolved).

The parties did not change their original positions. The Union's initial economic demand was for a new COLA 6.7 increase and a 6% wage increase for two of the three units or a 12.7 wage increase plus longevity increments and improvements in the medical health and dental plans and a 15% wage increase for office personnel. The Union stresses these were their initial demands, that no meaningful bargaining occured between the

parties; that the Employer has some "ability to pay"; that the 6.7 COLA and 6% wage increases were a "way out" initial position and that equity demands the employees receive something in the way of economic increases and that the recommendation rests with the Fact Finder.

B. THE EMPLOYER

The Kellogg Community College Board of Trustees (the Employer) argues that it is in a time of declining revenues which affects "it's ability to pay" and its position is a wage freeze for all three units; no increments and a freeze on the costs of the fringe benefits, with the bargaining unit members to bear the costs of any increases in fringe premiums.

The Board (Exhibit A) "Public Statement, Board of Trustees, October 19, 1982" stated that in 1971 the Board assumed the responsibility for the operation of Kellogg Community College (KCC) from the Battle Creek Public Schools and that over the years the College had increased appropriations from the Legislature and other individuals and foundations. The assessed value of the District had increased annually and that there had been a period of growth in student enrollment which resulted in increases in both State aid and tution.

The Board points out that recently the State's financial position has deteriorated; enrollment has declined slightly dropping tution payments; tax incremental authorities have developed with tax abatements; and the recent loss of industries will level off assessed property values. The costs of operating the institution have climbed rapidly. The Board states its commitments to the taxpayers; to the students and to the employees, but stresses that unfortunately income and expenditures can no longer be predicted with accuracy, necessitating larger fund balances in order to function without deficit spending which would force borrowing and create substantial interest payments against operational funds. The Board further offered Exhibit E-2 the Statement of Governor Blanchard regarding the deferring of grant payments to education including community colleges.

The Employer in its final argument stated that with regard to its position of a "wage, fringe and increment freeze" that it is a fair position, that it's fund balance is a prudent one, and that its position is an equitable one when compared with other comparable bargaining units and that to grant increases would lead in time to the layoffs of some of the present employees.

V ABILITY TO PAY

Both parties devoted a substantial portion of their testimony and exhibits to the issue of "ability to pay."

A. THE EMPLOYER'S POSITION

The Employer's position on "ability to pay" was presented by several witnesses. Charles R. Chearney, Real Estate Appraiser, testified that State Equalized Valuations are set by local assessors and represent 50% of market values with a one to two year lag. In Calhoun County the trend of S.E.V's has experienced in the last 12 to 18 months a levelling out. The commercial area has remained stable but represents only 10% of the overall S.E.V. valuations. Residential values are declining 6 to 10%. He did not see an increase in S.E.V. for '83 or '84 and expects it to remain stable absent a decrease in the 17% rate of unemployment.

Robert Rimkus, Controller for Kellogg Community College since 1977, offered exhibits and testimony on the financial considerations pertaining to revenue and expenditure considerations and fund balance.

Employer Exhibit A is a comparative financial statement setting forth comparative budget data for the KCC Operating Fund 1981-82 actual; 1982-83 Budget as approved and adopted and 1982-83 anticipated. The expenditures reflect budget amounts which allow for operational activity at basically the same level as existed in 1981-82 allowing for inflationary increases. Three main revenue categories: tution and fees, property taxes and state aid amount to more than 90% of total revenues.

Employer Exhibit B shows state-aid to KCC for 1979-80 in the amount of $3,444,651; for 1980-81 the appropriation was finalized at $3,040,853 ($303,793 less than for 1979-80); for 1982-83 the College states a reduction in State-aid of $577,000 with a deficit budget projected of $160,000 for the 1982-83 year.

On cross examination Mr. Rimkus admitted that in his budget projections he treated the Governor's state-aid deferrals as a loss, that there was no assurance these deferrals would ever be repaid and cited the Governor's press release (Employer "E-2"). As to tution fees which have increased 81.8% over a 7 year period, it is the position of the Board that in the present depressed economy a further tution increase would not be in the best interests of the students or KCC. The College looks for no growth in Property taxes (S.E.V.). The College further projects a decline in intrest rates for the 1982-83 fiscal year of a minus $61,000 over fiscal 1981-82.

As to fund balance, Charles McNealy, school audit accountant with Seidman & Seidman for thirteen years testified that a fund balance of 10% of budget is an approximate guideline to assure KCC fiscal stability. This would amount to approximately $800,000 versus an approximate existing fund balance of $640,000. Employer's Exhibit C-3 states that as of July 1, 1982 the unallocated find balance for the general fund was $1,005,239. Of that amount $200,000 has been established as a contingency fund. A recently completed review of College finances by Seidman & Seidman (Employer Exhibit E-5, letter of January 14, 1983) reveals a revenue shortfall of $167,593 reducing the unallocated find balance to $637,646 as of June 30, 1983.

It is important to note that Seidman and Seidman stated in part in its letter (Employer Exhibit E-5) as follows:

> "Recently the Governor issued an executive order deferring $577,283 of state aid to the College. If the deferral becomes permanent, this would reduce the College's state

aid by $433,000 (75% of $577,283) for the fiscal year ending June 30, 1983. In developing the projection for the fiscal year, this deferral has been treated, as a permanent loss due to the state's current economic condition and based upon the subsequent loss of similar deferrals during recent years. Since some loss of state aid was anticipated when the original budget was developed, the effect of this latest action resulted in an infavorable variance of $204,358 in state aid." (underscoring added)

B. THE UNION'S POSITION

The Union argued with regard to "ability to pay" that it was confronted with the Board's conservative budget philosophy and a question of the Board's priorities which manifested "no equity" for teachers and maintenance and office personnel via an announced wage freeze and no fringe increases. The Union referred to the balance sheet for 1982 which showed unallocated funds as of June 30, 1982 in the amount of $939,130 and argued that a portion of this sum priority wise should be allocated for modest salary and fringe benefit increases. They also pointed out an unused contingency fund of $200,000 which was not used in 1981-82 and that in 1981-82 total revenue exceeded expenditures by $84,000. In Union Exhibit 1 "Administrative Budget Projection Assumption"-presented by Robert Rimkus-September 29, 1982 it projected a deficit of $127,000 for 1982-83 but showed as a projected expense a $90,000 increase in fringe benefits, yet managements' proposal was and continues to be a freeze on fringe benefit costs for 1982-83, with any increases in fringe costs to be borne by bargaining unit members.

The Union in Exhibit U-4 based on the audits showed that the fund balance for 5 of the 6 years period resulted in a surplus as follows:

	Total of Major Revenues	Fund Balance + or for year	Cumulative Fund Balance	Cumulative Fund Balance as a percentage of Total Major Revenues
1976-77	$5,281,016	$-54,324	$-1,971	-.04%
1977-78	$5,704,933	$#263,212	$261,212	4.6%

1978-79	6,191,622	+235,252	498,464	8.1%
1979-80	6,684,035	+293,272	791,736	11.8%
1980-81	6,996,240	+181,636	973,372	13,9%
1981-82	7,721,360	+140,076	1,113,448	14.4%

Union Witness, Al Short, Lobbyist for the Michigan Education Assocation asserted that for fiscal 1983, Governor Blanchard "deferred" payments to Schools, Colleges and Universities but that they were not "cuts" as treated by the Employer in it's State-aid revenue projections. He believed the Legislature would pass a retroactive State income tax increase by April 1, 1983 and stated that a 1% increase in the tax would amount to $450 million in revenue.

VI FACT FINDER'S POWERS

The FAct Finder's recommendations are non-binding upon the parties as provided in the statutory powers granted to the Fact Finder in accordance with Section 25 of the Michigan Labor Relations and Mediation Act which states, "the findings shall not be binding upon the parties but shall be made public."

VII DISCUSSION OF THE ISSUES AND RECOMMENDATIONS

As a matter of procedure, the Fact Finder will discuss and make recommendations with regard to each of the three bargaining units and their respective issues in the following order: (1) Kellogg Faculty Association; (2) KCC Educational Maintenance Personnel/MESPA; (3) KCC Education Office Personnel Association/MESPA.

KELLOGG FACULTY ASSOCIATION

The Kellogg Faculty bargaining unit is composed of 90 faculty members and 4 additional members that were added recently to the bargaining unit but not scheduled.

1. Salary

The Union proposes that all salary and other wage units be increased by a COLA (CPI factor of 6.7%) plus a 6% salary increase applied to current salary schedules and other rates, including placement of newly added bargaining unit members to the salary schedule.

The Employer proposes a wage freeze at the 1981-82 contract salary levels, with no increments paid

Employer Exhibit QQ shows the cost of the salary for 1981-82 as proposed by the union to be $2,881,837 versus the present 1981-82 salary schedule actual cost of $2,534.37. Longevity would increase fro the 1981-82 figure of $21,855 to $28,762.

In 1980-81 KCC's base salary of $25,393 ranked 7th on a list of 24 Community Colleges (Employer Exhibit 2). In 1981-82 the base salary was increased by 11% to $28,230 and KCC ranked 4th o the list (Employer Exhibit K). In 1982-83 KCC with its proposed salary freeze at average base salary of $28,230 ranks again 7th on the list.

The Fact Finder does not recommend a COLA increase of 6.7 (CPI) beleiving the economic conditions do not warrant it, to impose this proposed added new contract clause and cost. The Fact Finder is of the opinion the State-aid deferrals will be paid and does believe the Employer has an "ability to pay" a 5% salary increase to the 90 present faculty members. This recommendation is retroactive to the beginning of the 1982-83 contract year and if adopted by the parties would result in an increase of $1,411 in base salary for the listed faculty members. This increase would place KCC again in fourth place on the 1982-83 list. The Fact Finder further recommends that the longevity increments, be not frozen, and that the increment schedule be applied retroactivity to the beginning of the 1982-83 contract year. The Fact Finder notes that the 1981-82 Agreement between the parties Article XIV recites this Agreement shall be effective as of the 16th day of August 1981 and shall remain in full force and effect through the 16th day of August 1982. Yet the parties at the pre-hearing concurred as to term of the Agreement for the three units "a one year agreement-from the expiration of the old Agreement July 1, 1982 through June 30, 1983. The other two units (Maintenance and Office Personnel) have Agreement dates of July 1, 1981 through June 30, 1982. It is the intent of the Fact Finder that as to the Kellogg Faculty, the salary and increment recommendations be retroactive to the

beginning of the one year 1982-83 Agreement and I leave to the parties the correct date resolution, since the record is closed.

Salary for Faculty in Industrial Trades

The Union seeks the placement of four additional bargaining unit members on the faculty salary schedule.

These individuals are industrial trades persons who have completed a registered apprenticeship and obtained a journeyman's card through the Bureau of Apprenticeship and Training, U.S. Department of Labor.

The Board rejects the Union's argument that the journeyman's card should be treated as the equivalent of a baccalaureate degree. The Board contrasts the journeyman's four years of on the job training and 680 hours of classroom instruction versus the approximately 2,080 hours of classroom instruction, the estimated 4,160 hours of outside study, and the scope of subjects tupically required for baccalaureate degree as not permitting an appropriate comparison.

The Board proposes that the journeymen in its employee be paid on a scale that relates to that which industry pays its journeyman. The Board states this position is consistent with that taken with clinical assistants (Appendix A, Section 6 of the Agreement.

The Board proposes that bargaining unit members engaged in teaching industrialized, open entry/open exit forms of instruction shall be paid at the rate of Twelve ($12.00) per scheduled hour plus ten (.10) per hour per year of trade and/or teaching experience to a maximum of Thirteen and 20/100 ($13.20) Dollars per schedule hour. The Employer stated at the hearing that when in the unit the journeymen would participate in the fringe benefits. The Kellogg Company journeyman rate of $12.00 to $12.85 was used by the Employer as a comparison.

The Fact Finder is convinced there is a difference between the training of journeymen and that required for a baccalaureate degree and recommends the adoption of the Board proposal retroactively as to wages and prospectively as to fringes.

2. Mileage Rate

The Union proposes substituting for the present twenty and one-alf (.205) cents per mile of the current contract, the following language "at the rate of cents per mile allowed under current rules of the Internal Revenue System."

The Employer points out the current rate of (.205) cents per mile is in excess of the current Internal Revenue Service allowable mileage reimbursement of ($.20) cents per mile.

Since nine months of the proposed 1982-83 contract period have elapsed and the employees have received an additional ½ cent mileage allowancew rate over the IRS rate, the Fact Finder recommends the continuation of the ($.205) cents per mile mileage rate for the 1982-83 contract term.

3. Fringe Benefits

(a) Health Insurance

The Union proposes MESSA Super Med II with premiums fully paid by the Employer. The Employer wants to stay with the current BC-BS plan with increases in premiums to be borne by the bargaining unit members.

The Employer points out that under the 1981-82 contract the faculty had the option of selecting either BC/BS or MESSA, Super Med I as their basic coverage with the stipulation that the cost of MESSA, Super Med I, should it exceed BC/BS, be paid by the employee.

Union Exhibit 35 shows that in 1981-82 51 faculty members chose BC/BS and 40 faculty members chose MESSA, Super Med I.

Union Exhibit 35 shows the cost of the Board Health Insurance Proposal (1981-82) rates to be $138,192.84. The cost of continuing the present coverage would be $158,461.80. (The Board proposes a freeze at the 1981-82 rates with the increased costs ($20,000 approximately) to be borne by the bargaining unit members. The MESSA, Super Med II would cost $177,818.40.

The Fact Finder does not recommend MESSA Super Med 2 coverage because of the costs.

The Fact Finder does recommend that the present Health Insurance BC/BS and MESSA Super Med I be continued and that the increased premium cost of continuing the present coverage, at the 1982-83 rates, be borne by the bargaining unit members.

(b) Disability Insurance

The Union seeks to improve the LTD by addition of a higher maximum benefit, Social Security freeze and primary Social Security offset.

The Employer proposes a continuation of the current plan with bargaining unit members bearing the cost of any premium increases.

The Fact Finder recommends the continuation of the current Long Term Disability Plan for 1982-83 with the Board to pay the cost of any premium increase. The 1981-82 contract, contains no limitation on the Board's contract obligation to pay the premimum.

(c) Dental Plan

The Union proposes an improved Dental Plan, Delta E-07 with a 1982-83 rate of $33,065.76 (Union Exhibit 36). The present Delta Dental Special Plan at 1981-82 rates, paid by the Board, cost $21,179.88.

The Board proposes to continue the present Dental Plan with increases in premiums to be borne by the bargaining unit members. The Union (Union Exhibit 36) states the cost of continuing the present dental coverage at 1982-83 rates is $27,179.88.

The Fact Finder, because of the increased costs does not recommend the Delta E-07 Plan. The Fact Finder recommends the continuation of the present dental plan for 1982-83 and the language of the 1981-82 contract to be continued "the premium shall not exceed $250.00 per faculty member per year." The Fact Finder recommends the excess premium be borne by the individual faculty member employee.

4. Sick Time Accumulation

The Union proposes to remove the maximum amount permitted to accumulate of 212 days.

Under the present language of the contract, a person does not accumulate retirement benefits whil on Long Term Disability coverage.

The Board argues that current contract language provides for both sick leave accumulation and long-term disability coverage (LTD). The sick leave employee plan of sick time accumulation of 1.2 work years or 212 days and LTD coverage is currently providing a comprehensive employee protection plan.

The Fact Finder concurs with the Board's position and recommends no change in the current language for the 1982-83 contract.

5. Travel Expense

The Union seeks to increase the present travel allowance per full time faculty member from the present contract language of $75.00 to $200.00 per year.

The Board is apposed to a 167 per cent increase in the funding allocation. In practice the Board states each faculty member who is approved for travel is reimbursed actual expenses up to the $75.00 (1981-82 contract) within days of the members return. The language provides each department will be allocated $75.00 per full time faculty member: e.g. a department with 10 members has an allocation of $750.00. Because many faculty travel only within the area or not at all, there is a large amount remaining at the end of the year. This remaining money is then distributed to the faculty who had travel expenses in excess of $75.00 during the year. For the past several years the fund has proven adequate to reimburse between 95% and 100% of faculty travel by year's end.

The faculty members argue, that even though eventually reimbursed at the end of the year, they have to advance "out of pocket moneys" in excess of the $75.00 and wait for the year end reimbursement.

The Fact Finder does not recommend a change for the 1982-83 contract year but urges the Board to reconsider their travel policy $75.00 allotment in the 1983-84 contract negotiations as it does not seem fair to the Fact Finder that the employee should have to wait a year or shorter period (e.g. sixe months or three months) for later reimbursement of his/her out of pocket advances for legitimate travel expenses. The Board under the present method has an overall control on costs, but are there not other methods of controlling travel costs, without the delay in reimbursement to the employee for his legitimately incurred travel expenses? The Fact Finder at the same time, recognizes the "pooling system" allows for some flexibility as between travel expenses incurred or not incurred by various Departments, as contrasted with an inflexible, non-transferable travel fund allotment for each department. Yet, the Fact Finder is not convinced the Union's 167% drastic increase over the $75.00 they agreed to in the 1981-82 contract is the correct solution.

6. Early Retirement

The Union propes an Early Retirement Incentive Plan and while submitting such a plan (Union Exhibit 86) states that it is flexible as to specifics and described it as a balance between costs and savings to the institution. The Union at the hearing stipulated that it will not save KCC money but is a benefit to the individual.

The Board of Trustees position is that the plan introduced by the Union is admittedly patterned after a large public school system with hundreds of employees and the plan is to new to evaluate.

Community Colleges, being new have little experience with early retirement incentives.

The Board states that it is possible that a well-designed plan could be mutually beneficial. Since the issue affects both curriculum offerings and economics, however, careful thought is needed.

The Board which earlier had said "no" at the hearing proposed that a joint study committee of two Association and two Board representatives be appointed and that the results be reported to the bargaining table during negotiations for the 1983-84 cotract.

The Fact Finder recommends the Board proposal of a joint study committee be adopted by the parties. There was not time at the Fact Finding Hearing, nor enough progress during the 1982-83 negotiations by the parties to mutually explore and develop an early retirement plan.

7. Unit Work

The Union proposes a new clause be added to Article 25, Section 23 as follows:

> Article V, Section 23 (c) There shall be no layoffs of bargaining unit members or any reductions in the number of bargaining unit positions unless, during the previous accademic year (July 1 to June 30) the rates of credit hours being taught by bargaining unit members exceed 65% of the credit hours generated by the College.

The Union states it represents "full time" faculty members and that the Employer also hires "part-time" supplemental faculty. The Union states it proposal would leave a 35% portion to "part-timers" which percentage can be exceeded if there is no layoff of bargaining unit faculty members.

The Board's position is no language change and that the present Article 25, Section 23 was negotiated following a reduction in work force in 1973 and that the language has not changed since then and the procedures have worked well.

The Board's position is that the present language provides adequate protection from layoffs. Basically, there can be no layoff of bargaining unit members within a specialty field until part-time personnel in that area of specialty have been reduced. Further no tenured faculty can be laid off until probationary faculty in that specialty have been reduced.

The Board opposes the union's proposal which would prohibit layoff in an area of no or low enrollments simply because the ratio of credit hours generated on a college-

wide basis exceeds a certain ratio. The Board adds the part-time faculty within the area of specialty have been the "shock-absorber" which has been extended to meet enrollment surges and contracted to meet declines without impacting on the care of the full time faculty.

The Fact Finder is of the opinion that KCC needs the flexibility afforded by a part-time faculty, that the present language of Article V, Section 23 offers reasonable safeguards to the full time faculty, that KCC has to remain flexible in its program offerings, or on occasion discontinuance, and recommends that the present language of Article V, Section 23 remain unchanged in the 1982-83 Agreement.

8. Banking

The Union proposes to delete the following language from Article V, Secition 3 of the 1981-82 Agreement between the parties as follows:

Delete:	"Based upon past enrollment patterns and upon mutual written agreement."
Delete also:	"This option is available in areas to be designated in a Letter of Understanding in March of each year."

The Union argues the election should be unit wide and it should be an option of the instructor to bank or not.

The Board argues the "banking" provision was developed during negotiations leading to the 1978-80 contract. The Board states that the Union proposal to remove all management "input" on banking does not change the fact that "banking" still remains limited in protection for faculty because of its "elective" nature, e.g. the faculty member who did not elect to work an overload or who did not elect to defer pay has no protection during the winter semester.

The Fact Finder does not recommend any change in the "banking section" language, Article V, Section 3 for the 1982-83 contract year.

9. Teaching Load

THe Union's proposal is to retain the current 1981-82 Article V Section 2 language.

The Board proposal would define workload of teaching faculty on a "per year" basis. The Board is further concerned with a lack of flexibility in scheduling counselor workloads. The Board further proposes that "the full-time load for faculty teaching individualized open entry/open exit forms of instruction shall be eight (8) hours per day, 230 days per year in a non-standard academic day, week and year to meet the needs of students." This was the workload for the type of personnel, before they were added to the bargaining unit.

The Fct Finder recommends for the 1982-83 Agreement that the Board proposal "full-time load for faculty teaching individualized open entry/open exit forms of instruction shall be eight (8) hours per day, 230 days per year in a non-standard academic day, week and year to meet the needs of students" be adopted by the parties as a new amendment to Article V, Section 2 of the 1981-82 and that the existing 1981-82 contract language, otherwise remain unchanged for the 1982-83 Agreement.

10. Column Placement

At the Hearing, Management withdrew their demand for a change in language. The Union's position is no change in the 1981-82 Contract Language. The parties being in agreement, the 1981-82 language will remain unchanged in the 1982-83 Agreement.

11. Payment for Course Work

Appendix A, Section 2, Course Work in the 1981-82 Agreement reads in pertinent part as follows:

> Section 2, Course Work
>
> "After September 1, 1973, the Board will pay the tuition costs, fees and required book costs for faculty members for completed courses related to their area of responsibility or approved in advance by the Board. . ."

The Union's position is to retain the current language which has been in effect since September 1, 1973.

The Board states that the system worked well from 1970 to 1980, but has been abused by one person in 1981-82 (Exhibit T).

To correct the abuse the Board last June suggested a $300.00 limit. At the Hearing, the Board proposed a $750.00 limit.

Based on Exhibit "T" the Board's proposal appears reasonable. It does not appear equitable that one person should utilize 46% of a college wide two year total. Without the one person, the average would have been $490.53.

The Fact Finder recommends the adoption of the Board proposal of a $750.00 limitation for the 1982-83 Agreement.

Closing Comment

Term of Agreement - Article XIV Duration of Agreement of the 1981-82 Agreement between the KCC Board and the Kellogg Faculty Assocation states:

> "This Agreement shall be effective as of the 16th day of August 1981, and the terms and provisions thereof shall remain in full force and effect through the 15th day of August 1982."

Therefore, it appears to the Fact Finder, and I assume to the parties, that the 1982-83 Agreement if adopted by the parties, duration-wise should be August 16, 1982 through August 15, 1983 and that any reference heretofore by the Fact Finder as to retroactivity between the Board and the Kellogg Faculty Association relates to August 16, 1982.

KELLOGG COMUNITY COLLEGE

and

KCC EDUCATIONAL MAINTENANCE PERSONNEL/MESPA

The Union indicates the bargaining unit consists of some 23 custodial maintenance personnel. Bargaining between the parties was unsuccessful. Mediation also

proved to be fruitless. Thirteen issues are unresolved between the parties and will be taken up in the numerical order as submitted to the Michigan Employment Relations Commission.

1. Elimination of "Grandfather Clause" From Agency Shop

The present contract contains a "Union Security" provision, Article III. The "grandfather" clause became part of the original Agreement and reads as follows:

> "Employees who have voluntarily submitted an authorization of dues deduction prior to September 1, 1981 and any new employee after thirty (30) calendar days of employment, shall be required as a condition of continuing employment to become members of the Union or to pay to the Union a fee equal to the monthly dues." (Emphasis added)

The original Agreement between the parties became effective July 1, 1981. Twenty-three of the persons in the bargainin unit today are members of the Union; one person is not under the freedom afforded by the "grandfather" clause.

The Union proposes to elimate the "grandfather clause" loophole as to old employees (anyone employed prior to September 1, 1981) by the following proposed language which in pertinent part reads:

> "As a condition of continued employment, all employees shall within thirty (30) days of the ratification of this agreement, either submit an authorization for dues deduction or pay to the Union a fee equal to the monthly dues. . ." (Emphasis added)

The Union's proposed language is directed at one person, who chose not to become a member of the bargaining unit. The Employer states said person who, in accordance with the "grandfather clause" of the 1981-82 Agreement, chose not to become a member of the Union or to pay to the Union a fee equal to the monthly dues has a total of 21 years in the employ of KCC. The Board says it would be inconceivable to discharge said person. The Union argues the person need not join the union under the proposed

language but only pay to the Union to pay a fee equal to the monthly dues.. To this Fact Finder, the proposed amendment is aimed at one person, who the Union would label a "free rider", yet it is apparent the person had a choice and exercised it, not to join the Union or pay the Union a fee equal to the monthly dues. Under the proposed language of the Union, "as a condition of continued employment" said person would have to join the union or pay to the Union a fee equal to the monthly dues.

The Union assumed the risk of a person or persons, already employed, not joining, when the first Agreement was negotiated. It does not seem equitable to this Fact Finder said person should lose the privilege of the elected choice. New hires do not have such a choice. The Unit has 23 of 24 members in the Union. The Fact Finder is not inclined to strip the person of the choice exercised under the only Agreement to date negotiated between the parties and therefore recommends no change in Article III Union Security.

2. Arbitration of Grievances

In the present 1981-82 Agreement between the parties, Article VI, Section 2, Fifth Step provides in pertinent part as follows:

> Article V, Section 2, Fifth Step:
>
> "If the grievance is still unsettled within ten (10) days, it may be submitted to arbitration by mutual consent. The arbitration proceedings shall be conducted by an arbitrator to be selected by the EMPLOYER and the UNION within seven (7) days after consent has been given . . ."
> (Emphasis added)

The Union proposes in the first sentence to delete "by mutual consent" and insert "by the union." In the second sentence delete "consent has been given" and insert "notice of intent to arbitrate has been given by the union."

The Employer proposes no change in the present language and observes that mutual consent arbitration has been part of the grievance procedure in the Master Agreement between KCC maintenance employees since January 1, 1971 when the College

became an area-wide college. The Employer states, "We do not feel there have been grievances to warrant binding arbitration." In a period of almost twelve years there has been a total of three (3) discharges in this group.

The Fact Finder notes that the Fourth Step of the present contract grievance procedure provides that if either the Union or the Employer do not agree with the recommendation of the Mediator, the UNION may appeal to the Board of Trustees.

It is unlikely the Employer would disagree with its Board of Trustees decision. Hence the arbitration by mutual consent has a somewhat hollow follow through to Step 5. The Fact Finder believes it to be equitable to provide the Union with the right to appeal to binding arbitration at the Fifty Step and recommends that the Union's proposal be adopted by the parties prospectively upon the signing of the 1982-83 Agreement.

3. "Just Cause" For Employee Discipline

The Union proposes that "just cause for employee discipline" be added to the contract, Article VII, Section 3.

The Employer is a heretofore stated opposed to "binding" arbitration which is another way of subjecting the Employer's decision to review. It's position on the "just cause" question is the same because to hold otherwise would ultimately subject the Board's decision to review by a Court and a jury rather than an arbitrator. For this, in the Fact Finder's opinion, distinguishing reason, the Fact Finder does not recommend the adoption of "just cause" language as proposed by the Union. Review by a court and a jury is different that binding arbitration. The Fact Finder does recognize, that since the Touissant v Blue Cross, 408 Mich 597, and later cases, that the concept of "discharge at will of the Employer" is under attack and to an extent being eroded.

4. Holidays

The Union proposes adding "Martin Luther King's birthday" to the list of paid holidays.

The Employer opposes the additional paid holiday and states that according to the past Agreements, KCC has granted 10 scheduled holidays plus an 11th "floating holiday" to be taken at the discretion of the employee. No educational institution in the area includes Martin Luther King's birthday as a paid holiday. If this request were granted, it would be disruptive to the educational operation of the College since the other KCC bargaining units do not have this day in their holiday schedule.

It is apparent to the Fact Finder that KCC has a comparable paid holiday schedule, to other area schools (Employer F-4) that the proposed addition would be costly and disruptive to the College's operation. The Fact Finder, consequently, does not recommend the addition of "Martin Luther King's Birthday" as a paid holiday.

5. Vacation Entitlement

The Union's proposal is to reduce by one year the qualification period, Article XV, Section 1, subsections (b), (c), and (d). For example, the present (b) "a Maintenance Employee having seniority from one (1) through six (6) years shall be allowed ten (10) working day's vacation." The Union's proposal would reduce the entitlement threshold for the next step by one year; e.g. through 5 years, rather than the present 6 years before one moves to the next (c) vacation entitlement step.

The Board's position is no change. The Fact Finder finds that the present vacation entitlement schedule compares favorably with other local area schools, that the private shop employers in the ara have their own comparatives and differ to a degree, since different unions represent the employees of the several manufacturers. The Fact Finder is of the opinion the present vacation entitlement schedule is comparable when compared with other school systems and recommends no change in the "vacation entitlement" schedule for the 1982-83 contract period.

6. Health Insurance

The Union proposes MESSA Super Med II, an improved coverage which would cost $37,471.20.

The Board proposes continuing the present BC-BS coverage which in 1981-82 cost $29, 165.04. The Board further proposes, that due to the economic downturn and the resultant financial problems to KCC, that the employees pay the added premium costs ($3,765.00 increase in premium for the same coverage for 1982-83) (Union Exhibit 26). The Fact Finder notes there was no cap on the insurance coverage in the 1981-82 contract and recommends that the present Health Insurance Plan for 1982-83 be continued and that the Board as in the prior contract pay the increased premium costs for 1982-83.

7. Dental Insurance

The Union proposes Delta Dental Plan E07 at a cost of $8,357.28. The Board proposes the continuation of the Delta Special Plan which in 1981-82 cost $2,875.00 utilizing the $125.00 cap (Article XIX Section 6b); the Employee would have paid all increases in excess of $125.00. For 1982-83 the cost of continuing the same Plan would be $3,640.44 since the $125.00 per employee cap which was the amount paid; would become $158.28 or a total of $3,640.44 (Union Exhibit 27) for 1982-83.

Since the "cap" was agreed to by the parties for 1981-82, the Fact Finder recommends for the 1982-83 contract that the Board pay the 1981-82 premium rate for 1982-83 and that the employee pay the increase in premium beyond the 1981-82 rate.

8. Health Insurance Options

The Union proposes allowing up to the single subscriber rate in premiums for other choices of insurance.

The Employer opposes what it terms an alternative "shopping basket" approach for those not utilizing the standard insurance plans.

The Fact Finder does not recommend the adoption of the Union proposal for the 1982-83 contract.

9. Wage

The Union proposes a 6.7% COLA plus a 6% wage increase over 1981-82 rates for

a total increase of 12.7%. Union Exhibit 22 shows the total cost of its proposal for wage, shift premium and longevity scales to be $374,275.00.

The Employer proposes a wage freeze. The actual salary cost for 1981-82 was $325,871.00. Shift premium was $5,096.00 and longevity $1,138.00. (Employer Exhibit QQ). The Employer points out there are no skilled tradesmen within the bargaining unit and argues that even without a wage increase, the maintenance employees at KCC are comparable with those of local school districts.

The Union in the hearing admitted its 12.7% wage request was an "initial position" and that no meaningful bargaining occurred subsequently between the parties and that it is up to the Fact Finder to make a recommendation.

The Fact Finder is of the opinion that a 12.7% increase is unrealistic; that the Employer's freeze position is not warranted and recommends a 5% wage increase for 1982-83 retroactive to the beginning of the contract year July 1, 1982 with adjustment increases for longevity and shift premium.

10. Job Security

The Union proposes an addition to Article X Layoff and Recall, namely a new section 7 as follows:

> Section 7. "There shall be no layoffs of members of the bargaining unit until all foremen have been replaced with 'lead persons' for each shift, such persons being members of the bargaining unit and receiving a premium in the amount of five percent (5%) of their regular hourly rate."

The Employer proposes to continue the present contract language and rejects the Union's proposal.

The current contract Section 2 provides:

> Section 2. "If it becomes necessary for lay-off the following procedure shall apply: Probationary employees shall be laid off on a College System basis. Maintenance employees shall be laid off in reverse order of seniorty."

The Employer argues the Union's proposal is an attempt to limit management's inherent right to manage and in the event of a layoff would require that supervisors be the first to be laid off with bargaining unit employees being upgraded to leadmen.

The Employer states the Union's request here goes to classifications not within the bargaining unit and, therefore, is not a proper subject for bargaining or fact finding.

The Fact Finder agrees with the Employer's arguments and position and, therefore, does not recommend the Union's proposal of adding "Section 7" to Article X of the 1982-83 Agreement.

11. Paid Released Time for Union Activity

The Union proposes (Union Exhibit 58) to add a new Section 3 to Article XXII as follows:

> Section 3. "The union shall be provided with four (4) leave days with pay which may be utilized to attend union business."

The Union explains this could be used by one person or a team and would permit officers of the Local or representatives to attend a state-wide or regional meeting and be compensated to the cap of 4 days whether utilized by a team of four e.g. in one day or an individual in four days.

The Employer proposes no change in the present Agreement, which is in past Agreements, allows for up to five (5) days released time without pay for union activity. The other local school institutions in the public area that grant leave time for union activity do not pay for it.

The Fact Finder does not recommend for the 1982-83 contract the Union's proposed Section 3. It would be an added cost to the Employer and would not be comparable to what other schools in the area are doing. The Fact Finder does recognize as Union Exhibit 59 demonstrates it is common in the private sector to be paid for release time, but the fact remains it is not present in the local area school contracts.

12. Life Insurance

The Union proposes no change in the 1981-82 contract language. There was no premium rate cap.

The Employer states (Employer F-12) the old contract language is valid since there was no rate increase for 1982-83. However the premium rate is based on employee's salary. If the parties accept the 5% salary increase recommended retroactive as of July 1, 1982 it could result in an insurance premium increase. The Fact Finder recommends that any increased cost in insurance premium, which would be minimal, be borne by the Employer.

13. Managerial Sick Leave Premium Rate Cap

The Employer proposes a cap at the 1981-82 premium rate. The Union proposes no change in the 1981-82 contract language which did not provide for a cap. The Fact Finder recommends no change in the contract language for the 1982-83 Agreement.

KELLOGG COMMUNITY COLLEGE

and

KCC EDUCATION OFFICE PERSONNEL ASSOCIATION/MESPA

The Union states the bargaining unit consists of some 24 office and clerical persons. Bargaining and later, mediation between the parties were unsuccessful. The parties remain for all practical purposes in the positions they were at when bargaining began. Eighteen (18) issues are unresolved between the parties and will be considered by the Fact Finder in the numerical order as submitted to the Michigan Employment Relations Commission.

1. Vacation Qualification Period

The present contract Article XV-A provides as follows:

A. An office employee shall earn annual vacation with pay according to the following schedule:

1. . .seniority through six (6) years shall be allowed vacation time accrued on the basis of 5/6 of 1 working day for each calendar month of employment.

2. Over six through twelve (12) years shall be allowed vacaction time accrued on the basis of 1¼ days for each calendar month of employment.

3. An office employee having seniority over twelve years (12) years or more shall be allowed vacation time on the basis of 1 2/3 days for each calendar month of employment.

The Union proposes to revise Article XVa by reducing the qualification periods: section A.1 qualification period reduce through 6 years to through 5 years; section 2 qualification period reduce to 5 through 10 years and section 3 qualification period to 10 years.

The 1981-82 contract in effect provides through 6 years of service-10 days; over 6 through 12 years-15 days; and over 12 years-20 days. The Employer proposes no change.

Employer Exhibit "AA" shows that this compares favorably with the Battle Creek, Lakeview, Pennfield, Harper Creek and Springfield School Districts.

The Fact Finder does not recommend any change in the vacation contract language Article XV A.1-.2-.3 for the 1982-83 Contract.

2. Health Insurance

The Union prposes MESSA Super Med II, an improved coverage which would cost $30,360.80 (Union Exhibit 15).

The Board proposes continuing the present Blue Cross/Blue Shield coverage and cap at 1981-82 premium rates which cost $23,479.20. For 1982-83 the premium cost for the BC/BS coverage is $26,526.84. The Board proposes the employees pay the added premiuum costs of apprximately $3,000.00 and the Employer cites the economics downturn and KCC's financial problems.

The Fact Finder notes that there was no Health Insurance cap in the 1981-82 contract which stated "All coverage for the employee will be paid by the Board with

no contribution from the employee." The Fact Finder recommends that the present Blue Cross/Blue Shield Plan be continued for 1982-83 and that the Board, as in the prior contract, pay the costs of the increased premium coverage with no contribution from the employees.

3. Insurance Option

The Union proposes to add the following new language as Section G of Article XVII:

> G. "All employees who do not take hospitalization insurance (see Section A hereinbefore) shall be entitled to apply up to the single subscriber rate to MESSA option benfits."

The Board's postion is no change.

The Fact Finder does not recommend any change for the 1982-83 contract year.

4. Health Insurance Eligibility

The Union proposes to revise Article XVII, Section A, by deletion of the last two sentences of subsection 1. and replace with the following:

> "Coverage will be provided for full family of the employee."

The Board's position is no change in the present 1981-82 contract language which provides:

> "Dependent and/or spouse coverage, where provided by another employer, may be transferred to the employee's policy of the employee's expense."

The Fact Finder does not recommend any change for the 1982-83 contract

5. Longevity Rate and Eligibility

The Union proposes to increase the base rate for two categories to $150.00 and $200.00 and lower the eligibility threshold to the 10th year.

The Employer proposes a continuation of the 1981-82 contract language and not allow any new persons to become eligible during the life of the 1982-83 contract, in other words a "freeze" on longevity and eligibility.

The 1981-82 cost of longevity was $545.00, which the Employer proposes to continue unchanged for 1982-83. (Union Exhibit 12; Employer Exhibit QQ).

The Union's proposal for 1982-83 would cost $1,783.00 based on the base rate changes and a 15% wage increase.

The Fact Finder recommends no change in the longevity language for the 1982-83 contract, but does recommend that any new person that would become eligible for 1982-83 be paid.

6. Sick Leave Usage

The current contract provides Article XIV A.1 as follows:

> A. Sick Leave. "Each office employee covered by this Agreement, shall be allowed one (1) day sick leave allowance for each full month, or major portion thereof, he/she is actively performing his/her job responsibilities. Unused sick leave allowance shall accumulate to a maximum of one hundred ninety (190) days and be designated as "accumulated sick leave allowance."

The Union proposes to add the following subsection (new language) to Article XIV A.1 as follows:

> "Each office employee who has a total of 60 or more days may, at the start of each contract year (July 1) choose to be placed on the '6 day plan' for that year. During a year that the employee is on the '6 day plan' he/she shall be credited with one-half (½) of a sick day for each month (one-half the normal rate). At the end of the year the employee will be paid at his/her regular hourly rate for the days accumulated that year. Any use of sick days during the year in which the employee is on the '6 day plan' shall be first deducted from the days accumulated during the year."

The Union did not introduce any comparables for its new contract language proposal. The Employer proposes that the present language be continued.

The Fact Finder agrees with the Board's argument that sick leave and subsequent sick leave accumulation is provided as a measure of protection for employees to protect

them from financial loss should an injury or illness occur. It was not intended to be used as a salary supplement.

The Fact Finder recommends that the present sick leave provisions as contained in the 1981-82 Agreement remain unchanged and be continued in the 1982-83 Agreement.

7. Agency Shop

The Union proposes an Agency Shop provision which would require as a condition of continued employment, that a member of the bargaining unit either become a union member or pay a service fee to the Union equal to membership dues.

The 1981-82 contract provides for a voluntary authorization of union dues deduction which may be revoked between August 1 and August 31 of a given year.

The record shows that ten (10) members of the twenty-five (25) member bargaining unit or two-fifths (2/5) of the unit have not chosen to become union members.

The Board proposes no change in the present Union Security provision, its position being that joining the Union should be voluntary.

The proposed contract language would make it mandatory for the Board to terminate an employee, who chose not to become a union member or in the alternative pay the Union a service fee. While the Union's proposed language is legal, it requires the mutual consent of the bargaining parties.

The Fact Finder is not inclined to attempt to impose this upon the non-union members by recommending the adoption by the parties of the Union's proposal. Therefore, the Fact Finder recommends the continuation of the 1981-82 Union Security language in the 1982-83 Agreement.

8. Seniority Bidding Preference

The current contract provides in Article VI C as follows:

> C. "All qualified Kellogg Community College office employee applicants for posted positions within the unit will be given first consideration for such positions. All office personnel are encouraged to train and prepare for promotional opportunities."

The Union proposes to add the following paragraph:

> "The senior qualified applicant from within the unit shall receive a posted position unless there is a junior (or outside) applicant with demonstrably superior qualifications."

The Board's position is to retain the current contract language which it states is more than adequate to permit vertical and/or lateral movement of existing employees. Current contract language allows management the right to select the best qualified person for a position with current employees being given first consideration.

The Fact Finder is of the opinion that the Union's proposal, does very little to limit the Board's selection process, that where two existing employees have otherwise equal qualifications, that the senior qualified applicant would receive the posted position and the Fact Finder recommends that the Union's proposed additional language be adopted in the 1982-83 contract, but not retroactively, to prevent the disturbance, if any, of a less senior qualified person having already received a posted position in 1982-83 under the 1981-82 contract language.

9. Seniority Layoff

Article VII, Section C. of the 1981-82 contract provides as follows:

> C. "In the event that economic conditions or a reduction of available work results in the need to reduce staff and employees, the College shall give preference to employees having the greatest amount of seniority on a bargaining unit-wide basis with the displacement of the employee with the least amount of seniority providing that ability, qualifications, and merit are equal. Normally, temporary and probationary employees shall be released before seniority employees."

The Board proposes a continuation of the above Section C. language.

The Union proposes to insert the word "reasonably" before the word "equal" and delete "merit" and insert "and" between "ability" and "qualifications."

The record indicates that to date there has never been a layoff in the office personnel bargaining unit and further that neither party knows what the word "merit"

means in Article VII, Section C.

The Fact Finder does not recommend the insertion of the word "reasonably" before "equal" believing the latitude of the word "reasonably" could of itself, promote controversy between the parties. The Fact Finder recommends the deletion of the word "merit" since neither party knows its meaning.

The Fact Finder recommends for adoption by the parties in the 1982-83 Agreement after the word providing in the first sentence of paragraph C to read as follows: providing that ability and qualifications are equal" with the other language of paragraph C of the 1981-82 contract removing unchanged, recognizing that the language "and merit" is deleted.

10. Wage Rate

The Union proposes that all wage rates be increased by 15% and provide for a method of movement within minimum and maximum wage scale classifications by also increasing the existing scales (Union Exhibit 8) by 15%.

The Board proposes a wage freeze for 1982-83 at the 1981-82 contract rates. The base salary wage cost for the 25 employees for 1981-82 was $271,372.00. Employer Exhibit EE indicates that approximately 44% of current employees are in the upper half of their salary range.

The Fact Finder observes that this was the initial salary demand of the Union; that the stalemate in bargaining between the parties produced no change in salary positions by either party, namely a 15% increase versus a freeze. The Union stated at the Hearing it was difficult to provide "comparables" for this clerical unit.

The Fact Finder notes that all salaries in this unit for 1981-82 were increased by 9% over those received in 1981.

The Union's 15% salary proposal would cost an additional $40,705.00. The Fact Finder does not believe such an increase to be justified.

The Fact Finder does believe the Board does have some "ability to pay" and recommends that all salaries in this unit for 1982-83, retroactive to July 1, 1982 be increased by 5% over those base salaries received in 198-0-81, an increase of $13,569 over 1981-82. The Fact Finder does not recommend the adjustment of the minimum and maximum range in the five classifications (by 5% versus the Union's 15% proposal) but does recommend that an employee at the high end approaching the maximum, still be granted the 5% raise for 1981-82 and the maximum in the classification, if necessary be raised to the extent necessary to permit the 5% raise.

11. Binding Arbitration of Grievances

The Union's proposal is for binding arbitration of grievances. The Board wants the present language of the 1981-82 contract to remain unchanged. That language provides for binding arbitration of a Board of Trustees decision only if there is "mutual consent."

As a practical matter it is unlikely that the Employer, which is the Board of Trustees, would disagree with its own decision, whereas the Association who might disagree with the Board's Decision cannot avail itself of binding arbitration absent "mutual consent."

The Fact Finder is of the opinion that this is not equitable and recommends the adoption of the Union's proposed language by the parties prospectively upon the signing of the 1981-82 Agreement. The Union's proposal which the Fact Finder recommends is to delete the first sentence of Article XIII C.12 and insert in its place the following:

> "If the grievance is not settled to the satisfaction of the Association within ten (10) days, the Association may appeal the Grievance to arbitration."

and from the second sentence, delete "consent has been given" and substitute "notice of intent to arbitrate has been delivered ot the Employer by the Assocation."

12. Dental Insurance

The Union proposes Delta Dental Plan E07 at a cost of $9,084. The Board proposes the continuation of the Delta Special Plan current coverage with the premium capped at the 1981-82 rate of $5,325.00 and that the employees pay the increased premium for 1982-83. The total cost of continuing the same Plan for 1982-83 would be $6,717.00.

The Fact Finder notes that the 1981-82 Agreement did not have any cap and provided "The Board agrees to pay the full cost of dental insurance as provided by MESSA/DELTA Dental Care.

The Fact Finder recommends the continuation of the present Delta Plan for 1982-83 and that the Board pay as in the prior contract the full premium costs including the increase.

13. Sick Leave Retirement Payout (Eligibility)

The current contract provides in Article XIV A.7 as follows:

> 7. "An office employee, upon retirement under the provisions of the State Retirement Act, who is eligible to begin drawing annuity within thirty (30) days and chooses to do so, shall be paid for his/her unused sick leave up to ninety (90) days. All payments to be made at the office employee's current rate of pay based on his/her regular work day."

The Board proposes to retain the present contract language.

The Union proposes to eliminate from the above quoted section 7 "who is eligible to begin drawing annuity within thirty (30) days and chooses to do so."

The Board argues this provision in the existing contract is intended to act as a retirement supplement and is not intended to be used as a form of severance pay and the union proposal could prove costly to KCC.

The Fact Finder does not recommend any change in the Article XIV A.7 language for the 1982-83 Agreement.

14. Inclement Weather

The Union proposes to add to Article V the following paragraph:

> "Office personnel shall not be required to report for work when classes of the college are cancelled because of inclement weather. Such days shall be counted as full day worked for pay purposes."

The Board opposes the addition of the above "inclement weather" language stating it is the position of the Board that KCC shall be open on all regularly scheduled work days. There are times when classes are cancelled because of the inability to maintain the large parking lots for student use. It is possible, however, to maintain sufficient parking for employees.

The Fact Finder is of the opinion that the Board's position is a fair one and that there is office employee's work to be done on inclement weather days, even though classes might be cancelled, and therefore the Fact Finder does not recommend the addition of the "inclement weather" clause to the 1982-83 Agreement.

15. Tuition Free Classes

The current contract language provides as follows:

> Tuition: "Employees, their spouse, and any unmarried dependent children living at the employee's home shall be eligible for tuition free enrollment in any Kellogg Community College sponsored class."

The Union proposes to add the following to Article XVIII:

> "The college shall pay tuition for up to three classes per semester or term for office employees who are enrolled in classes taught at KCC by other colleges or universities."

The Employer proposes to continue the 1981-82 contract language. The current contract language provides a generous benefit to the members of the unit in a manner within KCC's capability. The additional benefit requested would require KCC to

reimburse its employees by a direct reimbursement for the amount of tuition the guest institution is charging.

The Fact Finder does not recommend the inclusion of the Union's proposed clause in the 1982-83 contract since it would cause an added cost to KCC who the Fact Finder recognizes as providing under the current contract language a valuable benefit to the bargaining unit employees and in addition also to their spouse and qualified dependent children.

16. Association Business Leave with Pay

Both parties in different ways of approach seek to amend Article XIV, C.4 and 5. (See Appendix No. 4 Union and Appendix No. 5 Employer-also Union Exhibit 75)

The Fact Finder recommends a blend of the two positions for the parties to consider for adoption in the 1982-83 contract upon signing as follows:

Replace item 4 with the following:

> "The Board will allow up to 4 days leave of absence without pay each contract year for members of the Association selected by the Association, to attend a state conference or workshop of the Association."

The above is to be construed as total days (4) whether used by one or more persons and not as 4 days per selected member.

Item 5 to read as follows:

> "Office employees who are officers of the State or National Association or its affiliates should, upon proper application, be given leave of absence without pay for the purpose of performing duties of the Association."

17. Part-Time Worker Insurance Eligibility

Presently the Board pays under the language of the 1981-82 Agreement the fringe benefit costs of health insurance, life insurance and dental insurance. The Union proposes this continue for the 1982-83 Agreement.

There are four part-time workers involved. The Work week of these four employees ranges from a low of 30% of full-time to a high of 75% of full-time.

The Board proposes that each of these employees hsare proportionately the costs of the several fringe benefits.

The Fact Finder is of the opinion to grant the Board's proposal would cause an undue economic hardship on these four part-time employees and recommends that as in the prior Agreement, that for 1981-82 the Board pay said fringe benefit costs for the part-time employees.

18. New Hire Wage Placement

Under the 1981-82 contract language Article XXII D.3 provides "New hires shall be compensated in the lower half of their salary range."

The Board proposes to delete the above language restriction thus allowing new hires, to be placed at management discretion, anywhere within the range for the classification of the job.

The parties indicated both negotiated regarding methods of going up the scale, but could not resolve the issue. The Union states that it can live with the current clause and that Union Exhibit 60 shows that some 14 of the 25 employees are below the midpoint of their salary range and that the Board under its proposal could bring in "new hires" above.

The Fact Finder believes this issue deserves more discussion by the parties in an attempt to arrive at a mutually satisfactory solution and therefore recommends that there be no change in Article XXII D.3 for the 1982-83 contract which duration is July 1, 1982 through June 30, 1983. Hopefully, this can be resolved by the parties in their 1983-84 contract negotiations.

Robert F. Browning

Robert F. Browning
Fact Finder

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