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STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

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RE: Lansing Community College
and
Lansing Community College (MAHE)

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

THE FACT FINDING OPINIONS AND RECOMMENDATIONS

The undersigned C. Keith Grotz was appointed Fact Findings Hearings Officer by the Employment Relations Commission of the State of Michigan on October 7, 1970, under authority of Section 25 of Act 176 of Michigan Public Acts of 1939, as amended, to issue a report with recommendations to the above listed parties with respect to matters and disagreement on issues reopened in the agreement between them dated September 15, 1969 and continuing in effect until September 13, 1971.

A fact finding hearing was held with the parties on October 16, 1970 at the Lansing Community College Administration Building. Appearing for the Lansing Community College were:

Thomas Hill, Spokesman for the College
Connie Quinn, Negotiator for the College
Bruce Newman, Controller
Thomas MacClure
Harry Bickert, Assistant Coordinator of Personnel

Appearing for the Lansing Community College (MAHE) were:

John Collins, Attorney
Ben Munger, Michigan Education Association
Richard D. Yarger, Negotiating Committee
Edward Taylor, Jr., President
James Cline, Faculty Member

On the petition for fact finding filed by the Lansing Community College (MAHE), hereinafter called the "Association", it was stipulated that the dispute between the Lansing Community College, hereinafter called the "College",

Lansing Community College

and the Association consisted of the issues concerning the amount of salary increase the faculty was to receive for the 1970-71 teaching year. At the time of the hearing it became evident that this issue might more appropriately be divided into four separate issues. It was on these four separate issues that the parties presented their evidence and to which this report will address itself.

The basic issue revolved around the total dollar increase in faculty salaries and how it would be determined. The second issue involved the method that would be used to distribute compensation for those persons working beyond the 37 week minimum. The third issue involved the retroactivity of the agreement and whether all persons, still employed or not, would receive the benefits retroactively. And fourth, whether new hires this academic year should get the recommended increase.

Since the dispute arises over issues which are reopening during the life of a two year agreement, it is necessary to examine the agreement to determine the scope of the issues which the parties may open at this date. Article 15, page 30 of the Agreement which is titled Reopening contains the following language:

"During the duration of this agreement, negotiations concerning the basic salary schedule for 1970-71 will be reopened in the first week of May, 1970. Other than this single provision the parties acknowledge that during the negotiations which resulted in the agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement. Therefore, the College and the Association, for the life of this agreement, each voluntarily and unqualifiedly waves the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject, or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of these parties at the time they negotiated or signed this agreement."

NEW HIRES

In light of this language, the appropriateness of the issue having to do with the coverage of new hires is questionable. Fortunately, the parties have received an arbitrators decision on this issue during the first year of the present agreement. It is the opinion of this fact finder that the decision of the arbitrator in that case, although valid only to the case before him, gives the answer to the dispute between the parties on the current issue of new hires. Mr. David Hilburn in his decision pointed out that (1) absent any express limitation or exceptions, language on professional compensation refers to "all" members of the bargaining unit; and (2) the terms of the uniform Agreement now surmount previous Board practice and, when read in conjunction with the individual contract of employment, subject it to "pertinent modifications." Since the Agreement between the parties has not changed since that arbitrator's opinion it would seem to this fact finder that a clear decision on the issue of new hires has been made. However, should the parties feel that the conditions have materially changed and that the arbitrators decision does not provide guidance in the present dispute, it is this fact finder's opinion that the issues should again return to arbitration for settlement since the issue is contained within the non-reopenable portion of this two year agreement.

Therefore, the following report and recommendations will concern itself only with the remaining three issues which in the opinion of the fact finder are legitimate subjects to be reopened at this date.

RETROACTIVITY

Both parties have indicated a willingness to extend retroactivity of the wage Agreement to all members of the bargaining unit who are presently employed. There is a dispute, however, as to whether this retroactivity

should be extended to persons who have left the employment of the College since the beginning of the present academic teaching session. The Association argues that these individuals returned in good faith to perform their duties under a former salary Agreement. Therefore they are entitled to the benefits of a new Agreement for that portion of time which they worked for the College. The College argues that it feels no obligation to individuals who have chosen to leave the College, and giving them an increase will be of no direct benefit to the College now or in the future. It is the opinion of the fact finder that there has been a show of confidence and good faith by the faculty in their returning to their assignment and allowing the orderly opening and continuance of classes while negotiations have proceeded. As such, the board has agreed and the fact finder concurs that agreement upon increases should be retroactive to September 15, 1970. It is further recommended that all employees that worked from September 15, 1970 to whom this Agreement would have been then applicable be paid their proportional increase even if they are not now under the employment of the College. These persons having demonstrated their good faith by returning and working during all or any part of the period between September 15, 1970 and the date of the Agreement. They are entitled to the same treatment of good faith by receiving the increase.

37 WEEK - 45 WEEK PAY RATIO

The parties have agreed in the first year of their two year contract to computing the compensation for the extension of time between a 37 week contract and a 45 week contract by treating all weeks equally. In the present dispute the College chooses to continue the practice. The Association wishes to change the ratio to reflect the difference in work load between the academic year and the eight weeks of employment in the summer, which may or

may not include teaching assignments. The argument for a change in the ratio, although well expressed by the Association, is insufficient for this fact finder to recommend a change from the system agreed to and used in the first year of this two year agreement. To change from a time ratio to a load ratio computed on an average load or by any other means, may be desirable in the whole or in part. However, such a change in the opinion of this fact finder is not indicated at this time from the facts shown and in light of the other issues unsettled. Therefore, it is recommended that the College continue to utilize the ratio as it has done in the first year of this two year Agreement for computing the 45 week compensation.

COMPENSATION INCREASES

On the issue of the amount of raise to be incorporated in the contract for the second year the parties disagree not only as to the amount but as to the method for computing and distributing the amount. The College has offered a 7% across the board increase to all returning employees, it argues that this is a fair and equitable wage. The Association argues that an across the board increase would result in higher dollar amounts being given to persons in the higher salary categories and lower dollar amounts to persons in the lower salary categories. It therefore proposes that a percentage increase be applied to the average salary for all employees in the bargaining unit and applied as a dollar amount to each individual employee. They propose that 10 percent be applied to this average salary resulting in a dollar increase of \$1350 per individual.

In studying the comparisons provided by the parties on the compensation received in other community colleges, local school districts, and the university it is apparent that outlining the appropriate comparabilities is a difficult if not impossible task. Further complicating comparisons, few of

the public educational organizations presented as comparables provides for more than the academic year employment for the majority of their employees as is the case at Lansing Community College. Therefore, when comparing salaries one is forced to compare the amounts scheduled for the 37 week year even though the large majority of teachers at Lansing Community College receive a compensation considerably higher; as they are employed for an additional eight weeks of employment. If we look at total compensation, one can hardly say that the range of salaries particularly at the top of the compensation scale is inadequate for the faculty members at Lansing Community College. However, if we are to compare the academic year portion of the salary with the amounts received in comparable institutions for an academic year we find that there is still some area for improvement at L.C.C. It is necessary to keep in mind, however, that by raising the compensation level at 37 weeks substantially might jeopardize the 45 week extended year program by forcing compensation beyond a feasible level.

Another significant difficulty is the wide range between bottom and top salaries within the bargaining unit. There is a spread of just over \$11,000 between the person receiving the lowest salary and that person receiving the highest compensation in the bargaining unit as of the 1969-70 school year. A flat across the board percentage increase would only accentuate and accelerate the range of difference between the bottom and the top. Further, by presenting an across the board increase all persons within the structure would be "frozen" to their same relative position and there would be no recognition of growth and advancement for the members of the faculty in the lower ranks.

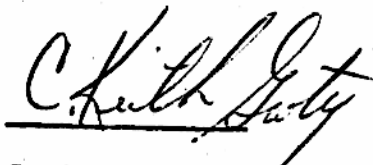
Based on the preceeding discussion the following factors were used in reaching the recommended salary increase:

- 1) the average employee salary which the parties stipulated to be \$13500 was used as the base upon which a percent increase is applied.
- 2) no differentiation was made between 37 and 45 week faculty members as to the amount which will be given to them in increase.
- 3) using the \$13500 average salary an 8% improvement factor was applied and the resulting dollar increase for all faculty is recommended at \$1080.

I believe this amount to be a fair and equitable settlement when compared in dollar minimums and maximums, and percent of increase to other community colleges.

CONCLUSION

The representatives of the College and the Association have devoted many hours to the development of the amended agreement. It would appear that both parties have negotiated in good faith. The recommendations contained in the report are believed to be reasonable and a fair basis for settlement of the issues remaining in the dispute. It is urged that both parties give them their utmost consideration so that further dispute is avoided. A settlement should be reached quickly so that the College can proceed with the academic year uninterrupted.



C. Keith Groty
October 30, 1970