

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding
between:

MICHIGAN STATE UNIVERSITY

Case No. L82 D-294

and

MICHIGAN STATE UNIVERSITY
EMPLOYEES' ASSOCIATION --
CLERICAL-TECHNICAL UNION
OF MICHIGAN STATE
UNIVERSITY

REPORT AND RECOMMENDATION
OF FACT FINDER

Robert Howlett

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

A p p e a r a n c e s:

For the University:

Samuel A. Baker, Director -
Employee Relations
Robert M. Lockhart, Director -
Office of Planning and
Budgets
LaMott F. Bates, Associate
Director - Personnel
Administration
Barbara A. Obregon, Associate
Director - Personnel
Administration
James Nash, Labor Relations
Representative
William Shell, Labor
Relations Representative

For CTU:

Harold W. Schmidt, Consultant
Thomas H. Patten, Jr.,
Expert on Pay Surveys

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STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

The MICHIGAN STATE UNIVERSITY EMPLOYEES' ASSOCIATION, now known as the CLERICAL-TECHNICAL UNION OF MICHIGAN STATE UNIVERSITY (CTU) is the exclusive representative under the Michigan Public Employment Relations Act [MCLA 423.201 et seq; MSA 17.455(1) et seq] of all regular clerical and technical employees of MICHIGAN STATE UNIVERSITY (University) at the East Lansing Campus, excluding specified part-time and temporary clerical and

Michigan State University

technical employees and other employees specified in Article 3 of the Collective Bargaining Agreement effective between October 1, 1980, and September 30, 1983.

The Agreement (Article 1) provides that it shall be reopened for the "limited purpose of negotiating to settlement wage and fringe benefits and one issue to be identified and proposed by the University ... for the third year of [the] Agreement, to be effective from and after October 1, 1982."

On August 24, 1981, the University and CTU signed a letter of agreement which reads:

Reliable representative data are essential when the Michigan State University Employees' Association (MSUEA) and Michigan State University (MSU) seek to reach accord on negotiated salary and benefit programs.

The data must be relevant to the defined interests of the parties and be representative of the relevant "market place" within which MSU seeks to employ clerical-technical employees.

The collection of these data will be used in good faith to assist in reaching an equitable salary and benefit package.

Should the parties be unable to agree on the methods, conditions, and considerations of data collection and use by January 1, 1982, the matter will be submitted to the Michigan Employment Relations Commission for resolution.

The University and CTU also agreed on the classifications which are to be the subject of bargaining under the reopening provision of the Contract.

After the execution of the letters of agreement, the parties agreed upon a "MSU/CTU WAGE & BENEFIT SURVEY form (Joint Exhibit 2) to be sent to employers listed in the "relevant 'market place.'"

The parties also agreed on a list of classifications to be surveyed under the reopener provision of the Contract.¹ (Joint Exhibits Nos. 3 and 4)

WAGE & BENEFIT SURVEY -- CLASSIFICATIONS
MUTUALLY AGREED TO BE SURVEYED

Grade 4

Clerk-Receptionist I
Clerk-Typist I
Input/Output Clerk I

Grade 5

Accounting Clerk I
Clerk-Typist II
Data Preparation Operator I
Library Clerk I
Secretary I

Grade 6

Accounting Clerk II
Clerk-Receptionist II
Clerk-Typist III
Data Preparation Operator II
Histology Technician I
Input/Output Clerk II
Library Clerk II
Office Assistant I

Grade 7

Accounting Clerk III
Data Preparation Operator III
Laboratory Research Technician I
Library Clerk III
Secretary II

Grade 8

Branch Library Clerk
Computer Operator I

1. Originally, the University had disagreed on some of the classifications to be surveyed. At the hearing Mr. Baker stated that the University agreed to a survey of all the classifications.

Histology Technician II
Office Assistant II
Radiologic Technologist I

Grade 9

Computer Operator II
Histology Technician III
Laboratory Research Technician II
Radiologic Technologist II
Secretary III
Television Engineering Technician I
Library Technician

Grade 10

Audiovisual Technician
Office Assistant III

Grade 11

Laboratory Research Technician III
Television Engineering Technician II

Grade 12

Maintenance Coordinator II
Television Engineering Technician III

WAGE & BENEFIT SURVEY

Classifications Listed for Inclusion but not
Mutually Agreed to be Surveyed

Grade 6 Clinic Aide I

Grade 8 Recording Production Technician I
Research/Instructional Equipment
Technician I

Grade 9 Dispatcher

Grade 10 Cytology Technician
Radio Production Technician
Research/Instructional Equipment
Technician II

Grade 11 Radio Engineering Technician I
Research/Instructional Equipment
Technician III

Grade 12 Radio Engineering Technician II
Radiographer/Ultrasonographer

The parties also agreed to a list of employers in the Lansing area to be surveyed (Joint Exhibit 5) as follows.

- Auto Owners
- Board of Water & Light
- City of Lansing
- Consumer's Power Company
- Delta Dental
- Digital Equipment Corporation
- Dow
- Federal Government
- Health Central
- Ingham County
- Ingham Intermediate School District
- Ingham Medical Center
- International Business Machines
- Lansing Community College
- Lansing Public Schools
- Michigan Bell Telephone Company
- Oldsmobile Division, GMC
- Penny's [sic]
- Sears
- Sparrow Hospital
- State of Michigan (Government)
- WILX - TV
- WJIM - TV
- Wyeth Laboratories, Inc.

In addition, CTU proposes other Lansing area employers to be surveyed (Joint Exhibit 6).

- Burroughs
- City of East Lansing
- Fisher Body Division, GMC
- Lansing General Hospital
- Meijer's Thrifty Acres
- Motor Wheel Corp
- Parke Davis
- St. Lawrence Hospital
- Upjohn
- WFMK
- WILS
- WITL
- WJIM Radio
- WVIC
- Xerox

The University proposes employers to be surveyed.

- American Bank & Trust
- Central Michigan University
- Farm Bureau

Ferris State College
Michigan Technological University
Northern Michigan University
Oakland University
Saginaw Valley College
University of Michigan
Wayne State University
Western Michigan University

In summary: CTU proposes that the survey be limited to employers in the Lansing area; whereas the University proposes that in addition to American Bank & Trust and the Michigan Farm Bureau, which have offices in the Lansing area, there be included in the survey the state supported institutions of higher education which are listed in the University proposal. CTU would confine the comparison employers to those having places of business in the Lansing area; the University asserts that it is appropriate to survey the state universities and colleges.

The parties were unable to agree on this issue. Consequently, a request was made to the Michigan Employment Relations Commission for fact finding pursuant to Section 25 of the Michigan Labor Relations and Mediation Act (MCLA 423.25, which is applicable to the public sector even though included in the statute relating to the private sector). The undersigned was appointed fact finder by the Michigan Employment Relations Commission.

I am to recommend whether the state supported universities and colleges should be surveyed. There would appear to be no reason why American Bank & Trust Company and the Michigan Farm Bureau, both of which are Lansing based employers, should not be included in the survey even though they were on the list to which CTU objected.

CTU presented as a witness Thomas Patten, Professor for

fifteen and one half years at the School of Labor and Industrial Relations of Michigan State University. Professor Patten, prior to joining the University, was employed in the Personnel Department of the Ford Motor Company for eight years. He is an expert in wage and salary administration, having had twenty-seven years experience in that area.

The representatives of both parties referred to Robert's Dictionary of Industrial Relations (rev ed 1971), which defines "labor market":

A concept used in labor economics to indicate the relation or interplay between the supply and demand for labor in a particular area. It may also concern itself with the behavior of the individual in a local area, a larger geographic area, or throughout the entire country. It may also concern itself with the special features of the labor force, the character of the supply and demand, as well as the category and skill of the group, and the methods designed for providing employment and the general features of turnover and labor mobility.

Professor Patten noted that, as Robert's states, there are local, regional, industrial, and national labor markets. The issue is the scope of the "marketplace" from which CTU and the University have agreed to gather data. Clerical and office employees, Professor Patten testified, are considered to be in a local market area by all scholars in the field of labor and industrial relations.

He agreed that technicians in the bargaining unit who seek another job may be willing to move out of the Lansing area. Clerical and office employees, he stated, would "hesitate" to do that.

In Professor Patten's opinion, the state supported colleges

and universities are not proper areas of comparison for clerical jobs.

Professor Patten defines the local area as the outer range of commuting in one day, i.e., the area in which an employee would normally drive to work and return home in one day.

It is apparent from the evidence that nearly all the bargaining unit employees live within twenty-five miles of Lansing. In its post-hearing brief, CTU states:

Based on data supplied by MSU to the CTU on 6/30/82, in a listing of 2154 clerical-technical employees by home addresses:

1. 2132 or 98.99% lived within 25 miles of Lansing,
2. 17 or .78% lived within 35 miles and,
3. 5 or .23% lived further than 35 miles from Lansing.²

The University presented as witnesses Dr. Robert Lockhart,³ Director of the University Office of Planning and Budgets, Ms. Barbara Obregon, Associate Director of Personnel Administration for the University, and Mr. LaMott Bates, Associate Director of Personnel Administration for the University.

Dr. Lockhart testified concerning the competition between

2. As this information was not submitted in evidence, I would not, were this interest arbitration instead of fact finding, accept this as evidence. However, since fact finding is an investigatory procedure, as distinguished from an adversary procedure, I include it in this report. Furthermore, the testimony of witnesses persuades me that the information is correct.

3. The transcript of the testimony lists this witness as Robert Lockhard. The appearance sheet lists him as Robert Lockhart.

the several state supported universities and colleges for students. Ninety-one percent of the University students are Michigan residents; consequently, the competition between the state supported institutions of higher education is vigorous. Because of this competition, it is necessary that the University's costs be comparable to those of the other state supported universities and colleges. Presumably, although no representative of the University so stated, a comparison of salaries for regular and technical employees of the University would disclose lower wage and salary rates for the clerical and technical employees than a survey limited to Lansing area employers. If this were not the case, there would appear to be no reason for the University's proposal to extend the survey beyond the borders of the Lansing area.

I am not persuaded by Dr. Lockhart's testimony that the difference between the wages and salaries of clerical and technical employees in the state supported universities and colleges and the Lansing area would be significant. I am impressed with Dr. Patten's testimony that the correct marketplace for clerical employees is the commuting area. Nothing that Dr. Lockhart or the other two University witnesses stated tends to prove that Dr. Patten was in error concerning the clerical employees.

Dr. Patten did testify -- testimony that supports the University position -- that there is a rational basis for comparing the salaries of University technical employees with the salaries of technical employees in the other state supported universities and colleges.

Ms. Obregon testified on the terminations of employees and

the hiring of replacements. The testimony has little relevance to the one issue before me. If anything, it supports the CTU position, as it discloses that a large number of vacant positions in the bargaining unit are filled with internal candidates already employed by the University. Thus, a comparison of wages and salaries in the Lansing area is more logical than a comparison of wages and salaries in the other state supported universities and colleges.

Mr. Bates testified concerning annual surveys made by the Council of Presidents (of Michigan state supported colleges and universities) of salaries and wages of state supported colleges and universities. Presumably, these surveys may be used by the University and CTU for technical employees.

I am persuaded by the testimony of Dr. Patten (testimony which was not attacked in any way by the University witnesses) that the survey of wages and salaries of clerical employees should be confined to employers within the commuting distance of the University. There is some question as to whether this distance should be twenty-five or thirty-five miles. In the interest of affording the University every possible opportunity to include as many employers as possible, I recommend that the distance be thirty-five miles.

I am persuaded by Dr. Patten's testimony that the University is correct in its proposal to survey the state supported colleges and universities for positions occupied by technical employees. I so recommend.

The last paragraph of the agreement of August 24, 1981, reads:

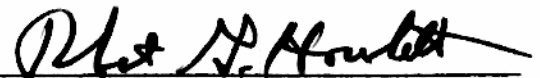
"Should the parties be unable to agree on the methods, conditions, and considerations of data collection and use by January 1, 1982, the matter will be submitted to the Michigan Employment Relations Commission for resolution."

It is not clear from this provision as to my role in the case. Mr. Baker stated that it was the intent of the University to follow the statutory fact finding procedure under which I will issue a report and recommendation pursuant to Section 25 of the Labor Relations and Mediation Act and the rules of the Commission.

Mr. Schmidt stated that it was the CTU understanding that the issue before me is to be submitted to the Michigan Employment Relations Commission for resolution by a binding decision. If Mr. Schmidt is correct, it will be the Michigan Employment Relations Commission duty to issue a binding decision following receipt of my report and recommendation.

No evidence was offered as to the intent of CTU and the University when this admittedly ambiguous provision was included in the letter of agreement.

I defer this question to the Michigan Employment Relations Commission.



Robert G. Howlett, Fact Finder

Issued at Grand Rapids,
Michigan
November 23, 1982