

Fact Finder: Mark J. Glazer FF 4/25/88

2257 -
Gibson

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding Between:

WASHTENAW COMMUNITY COLLEGE

-and-

MERC Fact-Finding

WASHTENAW COMMUNITY COLLEGE
EDUCATION ASSOCIATION

Case No. D87-D910

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FINDINGS OF FACT

AND RECOMMENDATIONS

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Appearances

For the Employer:

John A. Entenman, Attorney

For the Association:

Douglas Salerno, Representative

MARK J. GLAZER, ATTORNEY AT LAW, ARBITRATOR • 3705 W. MAPLE ROAD • BIRMINGHAM, MICHIGAN 48010. (313) 642-2013

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Washtenaw Community College

REC'D
MAY 20 1988
MERC
STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

BACKGROUND

Pursuant to a request for fact finding, I was appointed on December 3, 1987, by the Michigan Employment Relations Commission. At the request of the parties, I have attempted to assist in negotiations both on the telephone and in person. Informal conferences were held on December 6, 1987 and January 6, 1988, and a formal fact finding was held on February 1, 1988 on those issues not previously resolved.

No useful purpose would be served by a recitation of the complete record and arguments of the parties. I will limit my discussion to those areas that are necessary for an appropriate resolution of the issues.

COMPARABILITY

The Association cites: Henry Ford, Jackson, Monroe, Oakland and Schoolcraft as comparable colleges insofar as they are said to be within a thirty mile radius of Washtenaw Community College. The College cites: Mott, Henry Ford, Jackson, Kalamazoo Valley, Kellogg, Monroe, Muskegon, Northwestern, St. Clair and Wayne insofar as they are within a range of twice as large to one-half as large as Wayne County Community College.

Testimony reveals that faculty are recruited on a regional and national basis. This reduces the importance of local comparability. However, I will refer to all of the colleges presented by both of the parties when it is appropriate.

ISSUE I

OVERLOAD

The present Contract language in 0108.2 provides for a .1% of base salary with a cap of \$38.66 for overload pay. The Association asserts that \$38.66 is .095% of the top salary, and it proposes to retain a .095 cap after a top salary level is established. The College proposes to raise the cap \$40.00 for the first year, and then to freeze it at that level during the remaining years of the Contract.

Based upon the record, there is no reason to disturb the status quo. The last Contract provided for a .095% cap, and consistent with the overall recommendation in this matter, that provision should be retained.

RECOMMENDATION ON OVERLOAD

The Association's position should be adopted by the parties.



Mark J. Glazer, Fact Finder

Dated: April 25, 1988

ISSUE II

INSTRUCTIONAL COORDINATORS

Instructional Coordinators are essentially department heads with both teaching and administrative responsibilities. Under 0121 of the Contract, they must be selected from the Instructional Staff

if the College decides to utilize them.

The Association requests current Contract language. The College proposes a Joint Study Committee on the issue of Instructional Coordinators. Should a mutual agreement not be reached within a year, Sections 0121 through 0121.3 would be eliminated from the Contract.

Given the present state of labor relations, it is reasonable to assume that an agreement could not be reached on the Administration's proposal within a year, and that therefore the Administration's proposal can be viewed as a delayed elimination of 0121 through 0121.3. However, I believe the Administration's contention that it is not certain that it wants a wholesale alteration of the Instructional Coordinator program, and that it is most concerned with gaining an ability to evaluate Instructional Coordinators.

Since the College is not certain of its goals at this time, the ultimate resolution of this issue should wait until the next Contract. In the interim, a Letter of Agreement for a Joint Study Committee is in the interest of both parties.

RECOMMENDATION ON INSTRUCTIONAL COORDINATORS

Current Contract language is recommended in addition to a Letter of Agreement providing for a Joint Study Committee.



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The College's calendar would allow the nurses to take the examination in July as they request.

The obvious solution would be a compromise wherein the nurses are able to take the July exam under the Association's calendar. Absent that ability, the College's calendar should be adopted.

RECOMMENDATION ON COLLEGE CALENDAR

Absent a compromise allowing the nurses to take the examination in July, the Administration's proposed calendar should be adopted.



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ISSUE V

INITIAL PLACEMENT OF COLLEGE FACULTY

Currently, the College can hire at a maximum of 20 points on the salary schedule. It asks for the ability to hire as high as 25 points on the salary schedule, if the applicant qualifies by experience and education for 21-25 points, and if the labor market makes it difficult to hire at the 20 point level. The Association asks for a continuation of the 20 point language.

Wayne County Community College believes that it currently has difficulty attracting Electronic Engineers without the additional points. The Association, however, maintains that a solution to the

problem is to raise starting salaries, and it denies that the College has proven that additional points are needed.

A concern was expressed that disparate hiring would lead to disparate treatment, especially if white males predominate in the hard sciences, where the high starting salaries are perceived as being necessary. While I can understand feelings of potential unfairness, there is ample protection against racial and sexual discrimination in the criminal and civil laws, and through the grievance process. Further, the record reveals that the College has been concerned about affirmative action and fairness in employment.

At the present time, there does not appear to be a widespread plan to use the added points, and therefore this is a good time to experiment. If the plan works, the parties can leave it in the Contract. If it does not, there will be time to remove it at a later point before it has been utilized to any great extent.

RECOMMENDATION ON INITIAL
PLACEMENT OF PROFESSIONAL FACULTY

The College should have the discretionary right to hire a new faculty member as high as 25 points on the salary schedule if two conditions are satisfied: (1) the applicant qualifies, by education and years of experience, for 21-25 points and (2) the labor market for the position involved makes it difficult to hire at the twenty point salary.


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ISSUE VI

PLACEMENT OF CLASSIFIED FACULTY

There was a Tentative Agreement on placement of Classified Faculty, and this should be the basis for the resolution of this matter, with corrections made for accidentally misplaced individuals.

RECOMMENDATION ON PLACEMENT OF CLASSIFIED FACULTY

The Tentative Agreement with appropriate corrections of any errors should be adopted by the parties.



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Dated: April 25, 1988

ISSUE VII

WAGES FOR CLASSIFIED AND PROFESSIONAL FACULTY

The parties are in agreement that equity is the issue in achieving an appropriate pay level. This includes a common understanding that substantial improvements are necessary for Classified Faculty. Further, the College and the Association point to their peer institutions as being helpful in determining a fair wage.

A review of the College exhibits reveals that peer institutions have agreed upon Professional Faculty compensation increases, inclusive of step increases, that range from 3 to 6.8% per year. Of particular interest is Henry Ford Community College, which is similar to Washtenaw, and which has agreed to increase, that include step advances, that are said to be in the area of 6% per year for Professional Faculty.

I am told that this 6% figure, which includes step increases, roughly correlates with a 5% increase at the top step at Washtenaw Community College. Association Exhibit 5.9 shows an average increase of approximately 5% at the Master's level among the Association's comparables, without reference to step increases. This means that if Washtenaw also received a 5% increase at the top level, this could be extrapolated to a 6% overall increase, including step advancements.

Therefore, a total wage increase for the Faculty of 6.1%, inclusive of step increases, is appropriate in constructing a figure for an overall recommendation on wages. This 6.1% number is consistent with both Henry Ford and the Association's comparables.

A total increase of \$1,117,800 (18.3%) over three years for the faculty appears to be warranted. Percentage increases for each year of the three year agreement will be 6.1%.

These new monies can be distributed as deemed appropriate by the Faculty and the College. I make no ultimate recommendation as to the distribution among the various steps or as to the distribution between the Classified and Professional Faculty.

RECOMMENDATION ON WAGES FOR
CLASSIFIED AND PROFESSIONAL FACULTY

For wages of Professional and Classified Faculty, it is recommended that 6.1% of new dollars per year, inclusive of step increases, be paid over three years.



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Dated: April 25, 1988