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STATE OF MICHIGAN
BEFORE THE
LABOR MEDIATION BOARD

In the Matter of:

THE BOARD OF EDUCATION OF THE
CITY OF GRAND RAPIDS, MICHIGAN,

Employer,

and

THE FACULTY COUNCIL OF THE
GRAND RAPIDS JUNIOR COLLEGE,

Bargaining Representative

Thomas LeGierco

REPORT OF FACT FINDER AND
RECOMMENDATIONS

The undersigned was appointed by the Michigan Labor Mediation Board as Fact Finder in the above matter pursuant to Rule 31 of the General Rules and Regulations of the Board.

Pursuant thereto, by mutual agreement, a hearing was held on August 19, 1968, at which the Board of Education for the City of Grand Rapids, Employer, was represented by Mr. Eugene Alkema and the Faculty Council of the Junior College was represented by Mr. A. Robert Kleiner. Testimony was taken from a number of witnesses for a period of some fourteen hours and voluminous documents were presented by both parties in support of their position.

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Grand Rapids Junior College (Grand Rapids, City of)

Based upon the testimony and evidence submitted, I make the following finding of facts.

The monetary cost of the program of the increases as requested by the Faculty Council based upon their estimate totals about \$519,000.00 per year. This includes some \$387,000.00 in salary increase and \$132,000.00 in fringe cost increase. The Council claims this money is available from additional State Aid in the amount of some \$110,000.00 and from millage increases voted last year of some \$514,000.00 making a total of \$624,000.00 allegedly available to pay the benefits requested by the Council.

The Board of Education presented estimates to the effect that the budget for the year 1968 - 1969 covering the entire school system of which the Junior College is a part, showing a deficit of about \$840,000.00; however, it is impossible to allocate any specific portion of this deficit to the Junior College because of an inter-relation between the Junior College administration and the rest of the school system. From past practice, it appears that any deficit in the operation of the Junior College portion of the school system has been carried by the Board of Education in some manner. There was also evidence to the effect that the percentages used by the Faculty Council in determining how

much money was available was too high, and it would appear that the parties agreed that there was somewhat less than calculated by the Council.

At any rate, I find that regardless of the deficit, there are moneys available to finance the benefits which I recommend in this report and it is essential not only that the teachers at the Junior College keep up with the increased cost of living, but also that the quality of teaching in Grand Rapids Junior College be maintained at its excellent high level. Only by having an up-to-date salary and fringe program can such a position be maintained.

I, therefore, make the following recommendations on each of the items requested by the Faculty Council.

1. SALARY RANGES FOR TEACHERS WITH AN AB - BS DEGREE AND WITH AN MA - MS DEGREE.

Attached hereto as Schedules A and B respectively are my recommended ranges of pay for each of the two classifications. It will be noted by examining the schedules that I have increased the so-called Junior College differential percentage to the percentages in effect last year, these percentages having been reduced by the Board of Education in its offer to the Faculty Council. I believe it only fair that if the percentages

were fair last year that they would be fair in having them continued at the same amounts. It would also be noted that I have suggested a progressively increasing annual increment increase from the first to the twelfth steps of the range so as to create an incentive to remain in the system and thus tend to prevent turnover. At the same time, however, the range of pay from minimum to maximum, in my judgment, is reasonable under existing circumstances. They are slightly over those suggested by the Board of Education but substantially less than the amount requested by the Council. However, the Council's requests were based upon the highest available salary ranges in the state, and I do not believe that they are justified in the City of Grand Rapids. The ranges recommended are somewhat above the average of all school districts in the Metropolitan Grand Rapids area based upon negotiated 1968-1969 contracts and with the added Junior College deferential beginning at 6% at the minimum and ending at 12% at the maximum results in a substantial increase and maintenance of position in the school system. In fact, base pay upon which the recommendations are predicated are higher than the state average of all school districts as negotiated this year. In any event, I believe that the ranges recommended can be financed by the Board of Education by good business management for which

it is noted.

2. PERIOD OF TIME REQUIRED TO OBTAIN MAXIMUM SALARY.

Last year's contract provided for a base salary plus thirteen steps to reach the maximum. In the 1966 - 1967 negotiations, however, the parties had agreed to further reduce the number of steps to base plus twelve steps for the 1968 - 1969 school year.

The Faculty Council in its request provided for a ten step progression to the maximum while the Board of Education submitted a proposal involving an option of either a base plus twelve steps or base plus thirteen step progression. It is my belief and finding that the parties should live up to the agreement made in the 1966 - 1967 contract even though the Faculty Council takes the position that it is legally binding upon them because of the expiration of that contract. It would appear to me that an agreement was made to follow the change, first to a base plus thirteen for the 1967 - 1968 school year and a base plus twelve steps for the 1968 - 1969 school year.

3. COMPENSATION FOR CREDIT HOURS BEYOND MASTERS DEGREE.

The present program provides for additional remuneration for advance training beyond a Masters Degree as follows.

MA plus 10 credit hours	\$50.00 per year
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MA plus 20 credit hours	\$150.00 per year
MA plus 30 credit hours	\$300.00 per year
Specialists Degree	\$400.00 per year
Doctorate (earned)	\$800.00 per year.

Under the circumstances this year, it is my considered judgment that this compensation schedule should continue.

4. LONGEVITY BENEFITS

The existing longevity program provides that increment of \$100.00 for service and \$150.00 for additional training will be paid upon the completion of the 18th, 23rd and 28th year of service. It is my judgment and finding that this should continue.

5. PAY FOR TEACHING LOAD OVER THIRTY-THREE HOURS PER YEAR.

Faculty Council has requested that teachers who have a load exceeding thirty-three (33) hours in two semesters be compensated for such additional hours and that no teacher be disciplined for refusing to accept such additional load. I find that it is only reasonable that some compensation be paid for unusually heavy loads of teaching. I also feel, however, that on that basis teachers should not refuse to carry a heavier load when circumstances require the same. I, therefore, recommend that no extra compensation be given during the first term of any school year but that an overload shall be paid during the second semester of that year, provided the load

exceeds thirty-four hours for the year. This provides a leeway of one hour over and above the thirty-three hours for which no compensation would be granted, however, I further recommend that laboratory hours be counted at half the actual time instead of on a one to one basis. I further recommend that the rate for such additional hours be at the night school rate.

6. FREE TUITION FOR FACULTY MEMBERS AND FAMILY.

The Faculty Council has requested that the faculty member, his or her spouse and all members of that family be permitted to take courses in the college at no charge for tuition. In my judgment, this is beyond what is generally prevalent at the present time in junior colleges. I, therefore, recommend that the suggestion made by the Board of Education be adopted, namely, that either the faculty member or his or her spouse may take any course given in the college not exceeding four hours with no charge for tuition.

7. FREE PARKING.

Presently the contract provides that 100 parking spaces will be provided and that they be charged a rate of \$4.00 per month for each space. The Faculty Council has requested that a supervised lot within one (1) block sufficient to permit parking by the entire faculty of 147 members be

provided at no charge. Under the circumstances and physical location of the college, it is my judgment that at the present time, this is impossible and certainly would be extremely expensive. Of course, it is ideal to provide free parking in such areas as permit such benefit, but I find that this cannot be done this year. I recommend therefore that the past practices be continued but further recommend that a joint study committee of faculty and board representatives study this problem for some future solution through perhaps the acquisition of additional land for parking purposes, but not necessarily within one block from the college.

8. LIQUIDATION OF SICK LEAVE BANK UPON TERMINATION OF EMPLOYMENT AND SEVERANCE PAY.

The Faculty Council has requested two new benefits, one called terminal pay and the other severance pay. Terminal pay would pay to the faculty members who terminated their employment after ten (10) years of service and through fifteen (15) years of service, 25% of their accumulated sick-leave bank or \$500.00, whichever is the larger and for teachers with sixteen (16) through twenty (20) years of service, 50% of such bank or \$1,000.00, whichever is the greater and for teachers with twenty (20) or more years of service 100% of the accumulated sick-leave bank or \$1,500.00, whichever is the

greater. It is suggested that the value of each day of sick leave be established dividing the contractual salary divided by the number of days in the school year which are 176 days in the 1968 - 1969 school year. It has become a practice certainly in private industry, but not so generally in the school districts to permit a return of a portion of the sick leave bank upon the employee terminating with his employer. Actually, sick leave banks were created for the purpose of assuring the employee that if he or she suffers an extended illness that he or she may continue to be paid even though on sick leave. It is no different then provided an insurance policy (and some Board do provide such insurance coverage), and upon termination there is no further need for such coverage. However, the fact does remain that I stated above that employees are returned some of their sick leave accumulation; in my judgment, this may mean a substantial cost and until the matter has been more fully studied, I would hesitate to impose such a liability on the school board. I therefore recommend that this question be also submitted to a joint committee for study during the coming year and for consideration at the next contract date.

With reference to severance pay, I do not believe that

any justification for such pay was established and I so find. The system does provide a pension plan, and usually where such a plan exists, no severance pay program is in effect. They are about the same type of benefit. I therefore do not recommend its installation.

9. TRAVEL EXPENSE MONEY FOR ATTENDING CONFERENCES.

The contract presently provides that a faculty member attending a professional meeting or conference may be paid \$100.00 over a two-year period. If this amount is not used during the first of such two-year period, the credit is carried over into the second year. Attendance at professional conferences and meetings in my judgment is a worthwhile and beneficial activity, many times of importance not only to the faculty member attending but also to the school; both actually are permitted to keep abreast of developments in the profession by such attendance. It seems to me that some additional money should be provided for this purpose. I, therefore, recommend that the present program be expanded to provide \$150.00 per person over a two-year period with a carry-over provision as at present.

10. FULLY PAID HOSPITALIZATION INSURANCE COVERAGE.

The Faculty Council has requested that Blue-Cross - Blue Shield Comprehensive M-75 Certified Contract with Master

Medical coverage be provided for all full-time faculty members and their eligible dependents. The present program provides semi in provided BlueCross - Blue Shield Comprehensive M-75 coverage without Master Medical and for faculty members only at a cost for a single subscriber of \$9.75 per month. The program requested by the Faculty Council would increase this to \$28.25 per month and would be an extremely expensive item. However, the Board has indicated that it would be willing to expand coverage to provide ward coverage with a \$50.00 deductible and to add Master Medical coverage and include the family effective December 1, 1968. I believe that this is a big step towards the goal of the Council and should be accepted and so recommend acceptance of the Board's proposal.

11. LIFE INSURANCE COVERAGE.

The present program provides for \$1,000.00 of term life insurance on the life of the teacher. The Faculty Council has requested an amount equal to the contractual salary which would average about \$10,000.00 per year. It is my judgment and recommendation that the amount of life insurance on the teachers should be increased to \$5,000.00 on a term insurance basis and because of the extended insurance contract including all employees in the system and

not only junior college teachers that such change be effectuated as of December 1, 1968.

12. RELEASE TIME.

The Faculty Council has requested two teachers to be released from their teaching duties, namely the President of the Faculty Council and his chief negotiator during the second term of the school year only. Past practice has indicated that time has been allowed for such review and handling of the grievances as arose from time to time. Faculty Council further indicated that this time is necessary for preparing for and negotiating for a new contract for the coming year. I do not believe that release time should be used for this purpose but that reasonable release time should be provided, however, to permit the Council to investigate and handle such disputes and complains that may arise from time to time and since there has been no indication of refusal to do so on the part of the Board of Education, it is my recommendation that the past practice be continued .

13. REPAYMENT OF TUITION FEES PAID FOR TAKING COURSES IN A RELATED FIELD.

Faculty Council has also requested that tuition fees paid by a teacher in taking courses at another institution in a related field should be reimbursed because it takes him a

better teacher and adds to the quality of the teaching that he is then able to present to the school. The Board of Education points out, however, that this item could be extremely expensive. I believe that it is a practice to refund tuition paid in such instances, but also believe that some control must be had. I therefore recommend that tuition fees be refunded to the teacher, provided that the Board has given prior approval to the taking of the course. In other words, I believe the Board should have some say in whether or not the teachers should take a particular course which he or she desires since they are going to refund the fees for that course. In this manner some control can be maintained as to which course and who may take them.

14. TAKING SABBATICAL LEAVE IN THREE CONSECUTIVE SUMMER SESSIONS.

I do not believe that it is practical or beneficial either to the school nor to the teacher to use his sabbatical leave in this manner, and I do not find that there is use of this type in many colleges. I therefore do not recommend that this be granted.

15. COMPENSATION FOR DIVISIONAL CHAIRMAN AND FOR DEBATE COACH.

A very substantial increase in the compensation to

Divisional Chairman and to the Debate Coach has been requested by the Faculty Council. Under the stress of the hearing and with the very short time in which I have had to make these recommendations, it has been impossible for me to obtain sufficiently complete data as to the reasonableness of the requests. I therefore do only recommend that these two problems be also referred to a joint study committee as recommended above to study the practices and reasonableness of the request during the coming year and perhaps arrange a revision of rates be paid for the next contract year, however, the Board of Education is agreeable to increasing the compensation to the Divisional Chairman from \$900.00 to \$1,000.00 and I would recommend that this be accepted. In this connection it is my belief that the joint study committee should review the compensation costs of the Debate Coach and also all other similar extracurricular activities and work out a reasonable compensation schedule for them.

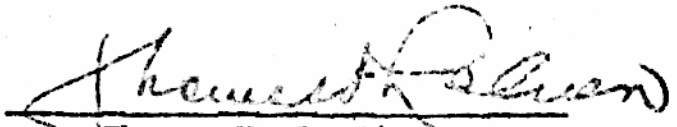
I have had no time in which to elaborate on my findings nor on the reasons for many recommendations. Frankly, I have concentrated on the main items in the schedule of requests because of the urgency of the situation, but I do strongly recommend that the foregoing recommendations be put into effect

and agreement reached immediately so that the business of education at the Junior College may commence as scheduled on August 26, 1968.

I wish to commend both Mr. Alkema and Mr. Kleiner the attorneys who presented the cases for their respective clients. They certainly were very helpful in presenting the testimony and evidence in an efficient manner.

I wish also to thank the members of both negotiating committees for their hospitality and cooperation.

Dated: August 21, 1968


Thomas V. Lo Cicero
Fact Finder

AB-BS SALARY SCHEDULE RECOMMENDED
GRAND RAPIDS JUNIOR COLLEGE
1968-1969

<u>Steps</u>	<u>Annual Increment</u>	<u>Base Salary</u>	<u>- J.C. Diff. -</u> <u>% & \$</u>		<u>Total Salary</u>
Base		6450.00	6%	387.00	6837.00
	210.00				
1st		6760.00	6%	387.00	7147.00
	210.00				
2nd		6970.00	7%	452.00	7422.00
	270.00				
3rd		7240.00	7%	452.00	7692.00
	270.00				
4th		7510.00	8%	516.00	8026.00
	270.00				
5th		7780.00	8%	516.00	8296.00
	270.00				
6th		8050.00	9%	581.00	8631.00
	270.00				
7th		8320.00	9%	581.00	8901.00
	350.00				
8th		8670.00	10%	645.00	9315.00
	350.00				
9th		9020.00	10%	645.00	9665.00
	350.00				
10th		9370.00	11%	710.00	10080.00
	350.00				
11th		9720.00	11%	710.00	10430.00
	480.00				
12th		10200.00	12%	774.00	10994.00

SCHEDULE A

MA.-MS SALARY SCHEDULE RECOMMENDED
GRAND RAPIDS JUNIOR COLLEGE
1968-1969

<u>Steps</u>	<u>Annual Increment</u>	<u>Base Salary</u>	<u>- J.C. Diff. -</u> <u>% & \$</u>		<u>Total Salary</u>
Base		6966.00	6%	387.00	7353.00
1st	280.00	7426.00	6%	387.00	7633.00
2nd	280.00	7526.00	7%	452.00	7978.00
3rd	350.00	7876.00	7%	452.00	8328.00
4th	350.00	8226.00	8%	516.00	8742.00
5th	350.00	8576.00	8%	516.00	9082.00
6th	350.00	8926.00	9%	581.00	9507.00
7th	420.00	9276.00	9%	581.00	9857.00
8th	420.00	9696.00	10%	645.00	10341.00
9th	420.00	10116.00	10%	645.00	10761.00
10th	420.00	10536.00	11%	710.00	11246.00
11th	500.00	10956.00	11%	710.00	11666.00
12th		11456.00	12%	774.00	12210.00

SCHEDULE B