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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
LABOR BOARD  
LABOR MEDIATION BOARD  
LABOR RELATIONS BOARD

In the Matter of

JACKSON COMMUNITY COLLEGE  
FACULTY ASSOCIATION

and

JACKSON COMMUNITY COLLEGE  
BOARD OF TRUSTEES

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

On July 24, 1968, the undersigned, Leon J. Herman, was appointed by the Labor Mediation Board as its hearings officer and agent to conduct a fact finding hearing relevant to the matters in dispute between the above parties, pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Board's regulations. Accordingly, and upon due notice, hearings were scheduled and held on August 2, 1968, at 10:00 a.m., August 3, 1968, at 10:00 a.m. and August 10, 1968, at 10:00 a.m. at John George Hall, Jackson Community College, Jackson, Michigan.

Jerome A. Susskind, Attorney; Robert Snyder, Vice-President; Donald Troyer, Comptroller; Ward Preston, Vice-President; and Harold Mathews, Dean, Vocational-Technical, represented the Board of Trustees.

Ralph Chesebrough, Higher Education Consultant for the Michigan Education Association; Clayton Hallett, President of Jackson Community College Faculty Association; Beth Thomas, Douglas Race, Bernard Riggs, Chester Eicher, and Bruce Ames appeared on behalf of the Association.

*Jackson Community College*

Thirty-three issues were still in dispute between the parties at the time of the commencement of hearings. In the course of the meetings, twenty issues were settled to the satisfaction of both parties. The remaining thirteen are discussed herein. All are economic issues. The issues herein are numbered as they are shown in the petition for fact finding.

#### A.1 - Salaries

The salary schedule in this institution is divided into four classes: Bachelor, Master's Degree, Master plus 30 and Master plus 60 or Ph.D., each in ten (10) steps, on a ten (10) month schedule. Master Class Two, Step 1, is designated as 1.00, from which the pay rates of the other salary steps are computed. In 1967-68 Step 1 of Class Two was \$6,800.00. The Association asked for an increase to \$8,100.00 on this step, with other steps in each class proportionately adjusted. The resultant effect would increase the range of the salary scale in Class One, Bachelor to \$7,452.00 to \$11,826.00; in Class Two to \$8,100.00 to \$13,203.00; in Class Three to \$8,424.00 to \$14,256.00; and in Class Four from \$8,748.00 to \$15,309.00. The Board has rejected the Association's request and has instead offered a six (6%) percent increase, which would raise Step 1 of Class Two to \$7,208.00. By agreement between the parties this was the only figure upon which discussion was centered, with the understanding that all other salaries and steps would be adjusted in proportion to the percentage schedule established between them. It should be noted at this point that forty (40%) percent of the faculty is in the tenth step of the progression.

The Association submitted evidence to show that other Community Colleges in the State had agreed to increases for 1968-69 of from \$500.00 to \$2,000.00 per year, a percentage increase of 7.5% to 30.6%. Salaries have been agreed upon from \$7,200.00 to \$8,500.00

with average starting salaries of \$7,718.00 and median starting salaries of \$7,900.00. The average increase on the M.A. base for 1968-69, according to Association figures, is \$895.00, an average 13% increase, a median 10.5% increase. In contrast the Board of Trustees has offered an increase of \$408.00 which is only 6%.

The Board offered statistics to show that among Michigan Community Colleges it ranked second in 1965-66 and first in 1967-68 in mean salaries paid to its full time instructional staff. In 1967-68 it ranked eighth in Master's Degree minimum salaries and in its offer for 1968-69 it ranked fourteenth. It presented a budget showing an expected deficit in its fund equity of \$149,818.00. On this basis it contended that the proposed increase was fair and to the full extent of its financial ability to pay.

A.2.a - Recognition of Vocational-Technical State approval of an Instructor as an Equivalency for 30 hours Academic for Advancement on the Salary Classes.

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Vocational instructors with a Bachelor's Degree and three years working experience but no teaching experience begin in Step 3 of Class One. Additional teaching or work experience has been recognized by the school by advancement on the salary schedule on a vertical basis. The school has objected to extending the vocational instructors to the horizontal pattern wherein the academic instructors are placed because of the confusion that would result and the involvement with salaries of other staff members. The Association asks that the Vocational teachers with the proper educational background and with additional experience in their work, referred to as equivalency, of 30 hours, be transferred to the M.A. plus 30 classification, Class Three.

#### A.2.b - Counselors and Coordinators Compensation

Counselor compensation has been based upon 6% of the compensation in the first seven steps. The Association proposes that they be paid 10% upon the ground that they must be present between 8:00 a.m. and 5:00 P.M. every day, that they have no flexibility for study or research work, that they must use many Saturdays for testing programs, that they must visit other schools regarding prospective school programs, and that they must work during registration and other periods when other teachers have free time.

The Board replied that the distinction between Counselors and other teachers is not as great as it used to be. They no longer arrive at the school two weeks before the beginning of the season, ahead of the other teachers. They do work a forty-hour week, but this is not unusual and no different than that expected of other teachers. They work Saturdays only two or three times a year and make their visitations to other schools in the daytime, though an occasional night visit is necessary. In spite of these handicaps the Counselors still seem able to find time to work and study for higher degrees. The school proposes that a 5% compensation would be more than sufficient to pay for the extra time and effort involved.

#### A.2.c - Remuneration of Coaches

The Association believes that coaches should be paid as though their work were part of the teaching load rather than on the bonus system. It is contended that payment should be made for ten contact hours and posted in the various class salary steps.

The Board replied that the percentage system has been in effect for two years, and affects four people in the athletic department. To accept the recommendations of the Association would mean that the staff would have to be doubled, thus increasing costs with monies

that could better be applied to teachers' salaries. Coaches are on the same schedule as other instructors. They have sixteen (16) contact hours and receive a percentage for sports based on the first seven (7) steps of Class Two, according to their coaching experience.

A.2.d - Compensation for higher degrees.

The present compensation for an earned specialist or similar degree and the admission of an instructor to a doctoral program carries an extra annual compensation of \$200.00. The Board proposes that this figure remain constant for 1968-69. The Association asks for an increase of \$100.00.

The Association proposes that an earned doctorate carry an annual compensation of \$1,000.00, an increase of \$200.00 from 1967-68 rate. The Board proposes that the compensation be reduced from \$800.00 to \$500.00.

A.2.e - Supplemental Instructors.

The Board has proposed an increase of \$140.00 to \$160.00 per credit hour for supplemental instructors who work a part time basis. The Association asks that the increase be \$150.00 to \$190.00 per credit hour.

Several requests were made under Section 3 covering Sabbatical leaves:

3.a - Years of Service Needed to Qualify a Sabbatical.

The Association asks that a six year employment with the College qualify an instructor for Sabbatical Leave. The present period is ten years, which the Board wishes to continue.

### 3.c - Grants and Fellowships.

The Board has no objection to an instructor accepting a grant or fellowship during a Sabbatical. It does however wish that the Sabbatical compensation be reduced by any amount by which the grant would exceed the instructor's regular compensation.

Several supplemental benefits were asked by the Association:

### 4.b - Family Hospital and Major Medical Insurance.

The Board now pays the hospitalization insurance for the members of its faculty, but does not cover their spouses and children. These may be covered by an instructor upon his payment of the premium. The Association asks that the Board absorb the full cost of family hospital and major medical insurance, while the Board proposes to continue coverage only of the employees.

4.c - The Association proposes that an instructor's spouse and dependent children may be enrolled at the college without the payment of tuition. The Board feels that this would be an unfair imposition upon the community in that special privileges would be given by a public institution to its employees, and has therefore refused the demand.

4.d - The Association asks that a terminal leave payment of \$100.00 per year of service be paid to any instructor who retires at or after the age of 65 after a minimum of ten years service; or who retires at the age of 60 after twenty years of service; or who retires after reaching the age of 55 after fifteen years of service if the retirement is the result of ill health, sufficient to qualify

the instructor for disability retirement under the Michigan Retirement System for Public School Employees Act.

The Board has refused the request.

#### 4.e - Physical Examinations.

The Association asks that the instructors be given annual physical examinations and that the Board underwrite the cost thereof, at least in part. The Board has refused to do so, although it is willing to assume the cost of any physical examination taken at its own request. Nor is it willing to bear the cost of the preliminary physical examination required for initial employment.

I find as a fact:

A.1 - That the salaries proposed by the School Board is less than those paid in most other Community Colleges in the State. It appears that the school may absorb the Hillsdale Community College, which will give it an additional net income; that a proposed millage proposal in the fall, if passed, will give the school further income; and that it is possible to effect further economies and possible even absorb a slight deficit in order to meet a reasonable salary for these instructors and give them a fair standard of living. It is not to be expected that the tight financial situation should be born in great part by the teachers, who after all, must also meet the higher cost of living which is facing all the citizens of this state and this community. I do not agree that the amount of the increase should now be as great as the teachers ask, but it could well be effected over a two year period, and I propose that a two-year contract be executed which will effectuate some of the things which the teachers want on a more gradual scale than asked for by them.

A.2.a - As to the salaries of vocational instructors, I agree that they should remain on a vertical rather than a horizontal schedule. It is almost impossible to set up a program in a hearing of this sort which would give these instructors the recognition they are entitled to for work experience or advanced studies.

A.2.b - That the percentage presently applicable to counselors is fair and adequate, and will increase the net amount of their compensation as the percentages are applied to an increased salary scale.

A.2.c - That the percentage applicable to coaches' salaries as presently in effect is fair and reasonable, and that an increase in salary would automatically grant higher compensation as the percentages are applied thereto.

A.2.d - That the extra payment for specialists or for admission to a doctoral program should be increased.

A.2.e - That the proposed increase for supplemental instructors, under the circumstances, is adequate.

3.a, b and c - That the Sabbatical leave as presently constituted is insufficient and out of line with current practice generally, and should be modified.

4.b - That in the light of present practices throughout this community full family hospitalization should be supplied to the instructors and paid for by the college.

4.c - That free tuition for spouses and children of instructors would cost the school practically nothing and may even give it a slight advantage in state aid.

4.d - That terminal leave should be granted the teachers on a reasonable basis and should be enlarged over a period of years.

4.e - Since it appears that a program for physical examinations is now under study by a committee and that the insurance companies may also be involved in the study, that there be no disposition of this matter at the present time, leaving the matter up to negotiation after the report of the committee is received. Pre-hire physicals, in my opinion, should be paid for by the applicants themselves.

I recommend:

That the parties enter into a two year contract as the best formula for achieving a reasonably satisfactory solution of the problems which presently confront them. I recommend further:

A.1 - That the base Step 1 salary in the Class Two scale be fixed at \$7,500.00 for the first year and \$8,100.00 for the second year with other salaries proportioned to the current index. This will give teachers a 9% increase for the first year.

A.2.a - That vocational instructor salaries remain in the vertical column to avoid confusion, and that a program be set up to give recognition to the equivalency resulting from extra work experience

and advanced studies in the field. When the research for this program has been completed the parties should negotiate as to any additional compensation which should be paid.

A.2.b - That the compensation rate of counselors and coordinators remain at the 6% now paid.

A.2.c - That the compensation rate of coaches remain at the 6% presently paid.

A.2.d - That specialists, or instructors being admitted to a doctoral program, receive an increase of \$50.00, and that instructors obtaining a Doctorate Degree receive an increase of \$100.00.

A.2.e - That the Boards proposed increase of \$140.00 for Supplemental Instructors be accepted.

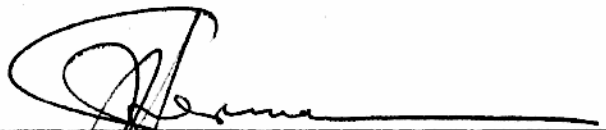
3.a, b and c - That the Sabbatical Leave program remain as it stands at 10 years for the first year of the new contract, and that it be reduced to 9 years for the second year of the contract, with the understanding that negotiations in the future will lead to further reductions. One paid summer Sabbatical may be granted at the discretion of the Board of Trustees, and the decision of the Board in such case shall not be subject to the grievance procedure. In the event an instructor on Sabbatical leave receives a fellowship or grant in excess of the salary paid by the college for that period, then his salary shall be reduced to the point that the grant or fellowship and salary together shall not total more than 1-1/3 of the salary payable.

4.b - That the Board of Trustees pay full family hospitalization for every instructor who is the head of a family or is the only spouse to whom hospitalization insurance is available. No hospitalization is to be supplied for women teachers whose husbands can or do cover them through a policy obtained in other employment outside the school.

4.c - That the Board waive tuition for the spouse and children of instructors.

4.d - That no terminal leave as requested by the Association be granted for the first year of the contract, but that \$50.00 per year of service be granted to instructors upon retirement during the second year, under the formula hereinabove set forth, with the understanding that successive negotiations will gradually increase this payment to \$100.00 per year of service.

4.e - That no recommendation be made as to annual physical examinations of the instructors on the payroll because a program for this matter is now being studied. Pre-hire physicals shall be paid for by the applicants for the jobs.

  
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Fact Finder

Detroit, Michigan  
August, 21 1968