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STATE OF MICHIGAN
DEPARTMENT OF LABOR
LABOR MEDIATION BOARD

MICHIGAN
LABOR ASSOCIATION
RELATIONS DIVISION

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LABOR MEDIATION BOARD
LABOR RELATION DIV.

In the Matter of

KELLOGG COMMUNITY COLLEGE

-and-

KELLOGG COMMUNITY COLLEGE CHAPTER
OF THE MICHIGAN ASSOCIATION FOR
HIGHER EDUCATION

On August 14, 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 relative 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 24th and 25th and September 7th and 15th, 1968, at the offices of the Board of Education, Battle Creek, Michigan.

Thomas L. Combs, Attorney; Dr. R. F. Whitmore, Director; Harry Davidson, Superintendent of Schools; Norman Barea and Howard Parron, Business Manager, represented the School Board.

Charles L. Belknap, M.A.H.E. Consultant; O. Robert Secrist, President of the Chapter; Neva A. Bartel, Lynn R. Thompson, David O. Bradley, Warren J. Sprick, William Barnard, Don Guilleams, J. C. Smith and Donald J. Kech appeared on behalf of the Chapter.

Kellogg Community College

During the hearings with the representatives of the Board and of the Teachers' Association a substantial number of disputed items were settled to the satisfaction of both parties. The following issues which have not reached a satisfactory conclusion are hereinafter listed and discussed, numbered as they appear in the proposed contract between the parties.

30 Article 2 Section G - The Board has agreed to make available to the Association upon reasonable request from time to time available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such information as will assist the Association in developing accurate informed and constructive programs on behalf of the faculty and their students, together with any information necessary for the Association to process any grievance or complaint. The Board has agreed to this proposal, provided that its agreement shall not be construed to permit the examination of an instructor's personal file without his consent.

It appears to me that the proposed modification is reasonable, and I recommend that it be accepted.

06 Article 4 Section B - The Association asks that the instructors be limited to 12 contact hours per semester, with a maximum of 24 contact hours per school year; and that this be reduced to 9 contact hours for teachers of English. For librarians a 35 hour week is requested, and for counsellors the same number of weeks as the faculty, with 22 to 24 scheduled office hours per week. It further asks that part time personnel not be employed except where the employment of a full time instructor will not be justified, although it agrees to the employment of a part time

instructor on a one year basis when full time personnel is not available and when the Association has given prior approval.

The Board proposes that the teaching load of faculty members consists of 15 contact hours per week, except that teachers instructing classes with a semester hour of one be scheduled for 14 to 16 contact hours per week, and that laboratory and lecture instructors be scheduled 15 to 18 contact hours per week. It proposes no change in the load of nursing teachers and provides for a work load of librarians and counsellors of 40 hours per week.

By voluntary agreement, the faculty has been teaching in the school since the start of the school year, pending the execution of a revised contract. They agree that it would be extremely difficult to change the schedule during the present semester, and probably during the next as well. I therefore recommend that the schedules be continued for the year as they are at the present time, and that the possibility of reduction in work load be discussed during the year, and when possible, put into practice. I also suggest that the 14 to 16 hour schedule be changed to "up to" 16 hours.

Article 6 Section E - The Association proposes that a faculty member's college day run from 8 A.M. to 5 P.M., not to exceed a seven hour span, with two hours per week between 1:00 and 5 P.M. reserved for faculty business. This would not preclude the voluntary acceptance by a faculty member of overload work, nor would it preclude a faculty member working voluntarily outside of his college day.

The Board explained that classes are offered from 8 A.M. until 10 P.M. and that this necessarily is the college day. It agrees that teachers may be scheduled for classes between the hours of 8 A.M. through 5 P.M. only, except in the case of business machine courses, where the utilization of equipment may require courses to start at 7:30 A.M. It wishes to retain the right to assign a faculty member one extended day course as part of his full time teaching load not oftener than once in three consecutive semesters, not counting summer school in the computation.

It appears that the college is somewhat overstaffed for daylight classes, but it must have the faculty when students are available, which means that some teachers must occasionally teach a night course.

As to the one in three semesters proposal, it appears also that only three instructors are actually involved in this problem and therefore, they are repeatedly compelled to take on night work. I do not see how the Board can obviate these difficulties unless it hires more teachers and in its present state of financial stringency, this is hardly to be recommended. I agree that it creates an inconvenience for a number of teachers, but this is one of the penalties of working in an organization which runs classes both day and night. As to the free time for two hours or even one hour per week, it is obvious that such a proposal would wreck the class schedules and would be very difficult to arrange.

I recommend that the Board's proposal be accepted.

13 Article 4 Section F - The Association agrees that the number of students per class be limited to existing practice unless waived by the faculty member and the Association in writing. It asks that a maximum of 15 students be placed in any English composition class, and that the number of students in a laboratory or studio section shall not exceed the number of fixed stations in the assigned room.

The Board prefers a limitation to existing practice. It also proposes that the normally expected class size may be waived by administrative action after consultation with the teacher and the department chairman involved.

I agree with the Board that the waiver of size class should be by administrative action after consultation with the parties directly involved. I do not recommend a maximum of 15 students in an English composition class, not because I disagree with the Association's proposal, but because such a program would inevitably require more instructors and thus increase the cost during a year when a substantial deficit is definitely expected. I assume there is no disagreement on the number of students to be included in any laboratory or studio section since that number is perforce limited by the number of fixed station in the room.

20 Article 4 Section G - It is proposed that an instructor be assigned no more than three separate preparations per semester, unless approved by the faculty and department chairman, to insure a balanced departmental offering. The Board agrees with this proposal, except that it asks that the determination of additional preparations be determined by the administration to meet the needs of the students or insure a balanced departmental offering.

I believe that this matter could be best determined by the administration, and recommend that the Board's proposal be accepted.

Article 4 Section H - The Association proposes that instructors shall maintain at least 7-1/2 hours per week for consultation with students in addition to their scheduled load. The Board agrees with this, except that it adds that the members of the faculty are also expected to be available during the college day for consultation with students.

I recommend that the Board's proposal be adopted. The teachers are expected to be in the school for the full working day and should thus be available for consultation outside of class hours. With reference to the 7-1/2 hours of office time, I suggest that if a teacher has no scheduled appointments, and no visits by students during the first half hour of any office period, then he may post a notice or leave word as to where he may be found if needed, so that he may attend to other business within the school premises.

30 Article 4 Section L - The faculty proposes a minimum of one full time secretary for each department to provide adequately for faculty needs. The Board offers a full time secretary to supervise a pool of student secretaries to take care of the faculty's clerical, reception and duplicating work. The Board estimates the cost of the Association's proposal at \$32,000.

It appears to me that the Board's proposal would probably satisfy the requirements of the teachers to a major, if not full, extent, and in view of the cost saving, I recommend that it be adopted.

Article 4 Section V - The teachers object to working during registration period except on a voluntary basis. The Board counters that registration activities are necessary; that the attendance of the teachers is fully paid for; and that as a consequence they should attend.

I must necessarily agree with the Board that so long as the teachers are paid for registration time they should do the registration work, and I therefore recommend that the Board's proposal be adopted.

05 Article 5 - Section A (1) - The Association asks that the present 10 day sick leave allowance be increased to 15 days, with unlimited accumulation, and that in the event a faculty member is absent because of an injury or disease compensable under Workmen's Compensation, he shall receive the difference between the Workmen's Compensation allotment and his regular salary for the duration of his illness, not to exceed 12 months.

The Board wishes to restrict the absence allotment to 10 days per year, to accumulate to a maximum of 200 days, as against the unlimited amount requested by the faculty. It is willing to pay any faculty member injured in the course of school duties and compensated under Workmen's Compensation the difference between his compensation allowance and his regular salary, not to exceed 10 months and with no deduction from his sick leave allowance.

I believe that the 10 day sick leave allowance is lower than is currently in vogue throughout the State. I would recommend that it be increased to 12 days and that the maximum accumulation permitted be 240 days.

I recommend the adoption of the Board's proposal with regard to the difference in pay over and above Workmen's Compensation, except that I suggest the length of time for which payment is made be 10 or 12 months, depending on whether the teacher is paid over a 10 or a 12 month period.

15 Article 5 Section A (6) - The Association asks that faculty members be eligible for sabbatical leave once every six years and that 10 per cent of the faculty be permitted such sabbaticals, with at least one faculty member per department in excess of the 10 per cent. The Board proposes that the sabbaticals be granted after seven years and that it be limited to two faculty members in any one year and for no more than one semester, except that upon request, the college director may extend the sabbatical for an additional semester.

The common practice with respect to sabbaticals is to grant them at the completion of every sixth year, and I recommend that this be permitted for one per cent of the faculty. To allow leave to more than this number may very well be disruptive of the teaching schedules. I further recommend that the sabbaticals be for one semester, to be extended to two with the consent of the director of the college.

It is asked that the salary for sabbatical leave be half pay for two semesters or full pay for one semester. I agree with the Board that the salary should be one half for each semester that a teacher is on sabbatical leave, and I so recommend.

I agree with the Board that a teacher taking sabbatical leave

should sign an agreement to return at the termination of such leave and remain for a least one full year. I agree with the Association that upon return from sabbatical an instructor should be placed on the same level in the salary schedule which he would have attained had he remained and taught for the same period. I so recommend.

Article 5 Section B (1) - The parties have agreed that any instructor on tenure may apply for a leave of absence of one year for the purpose of advanced study, and that upon approval of the Board, it may be extended to a second year. The Association asks that upon return from such leave of absence, the faculty member be placed on the salary schedule at the level he would have reached had he taught in the college during such period. The Board has refused this latter request.

I believe that the Board's position penalizes the teacher who wants to take advanced studies on his own time and at his own expense. The school and the students get the benefit of the advanced studies by this instructor. I recommend that upon return from such period of advanced study, an instructor be placed on the position in the salary schedule he would have held had he taught during such period.

30 Article 5 Section D - The Association asks that faculty members and their families be granted entrance, tuition free, to any classes in the school for which they met entrance requirements, and that the same privilege be extended to faculties and faculty dependents of other institutions which make the same concession to this school. The Board has made no counter proposal.

I recommend that faculty members and their families be granted permission to take courses tuition free in this institution. The cost to the Board is minimal, if any, and would add the benefit of increased State Aid. I do not recommend extension of the privilege to members of other institutions, even on a reciprocal basis.

30 Article 5 Section E - The Association asks that 5 days each semester be made available to each faculty member to attend professional meetings at the expense of the Board, up to \$100 per semester, accumulative to \$300. It further asks that faculty schedules be so arranged that faculty members may attend classes at other institutions up to 6 hours.

The Board stated that it had set up a travel and conference allowance for the faculty within the college budget to permit faculty members, upon approval by the administration, to appear at appropriate meetings and educational conferences.

I recommend that the Board's proposal be adopted as meeting some of the faculty's request without unduly extending the Board's financial difficulties.

As to the arrangement of schedules to attend classes at other institutions, I recommend that this be done if it be possible without distorting the school schedule unduly, and that this determination be a matter for the Administration exclusively.

62 Article 5 Section F (2) - The faculty asks for full family health care, including major medical and dental payments, to be paid for by the Board. The Board has agreed to continue its present policy of part payment for these matters, in which dental insurance is not included.

I do not recommend dental insurance, but I do recommend that the Board assume the full cost of full family hospitalization insurance with Blue Cross and Blue Shield. This has become a common practice in many schools in the State, as well as in Industry. I do not believe the additional dependent coverage over the \$6.10 offered will be a serious burden on the Board's financial structure.

03 Article 5 Section F (4) - The Association asks that the Board provide a fully paid insurance plan of salary continuation in the event of sickness or accident. I cannot recommend this proposal because of the cost involved.

08 Article 6 Section A et al - The grievance procedure set forth in the previous year's contract seems to be fairly satisfactory to both parties, with some minor modifications which were made during the hearings, except that the Association asks that the last step in the procedure be arbitration and the Board refuses to accede to anything but fact finding.

I must confess that I am in strong disagreement with the Board's position. I do not feel that fact finding gives the finality and determination which would be achieved in an arbitration proceeding. Arbitration has the advantage of giving the parties something definite. It terminates the grievance for all time, so that no further repercussions and dissatisfaction arise. After a fact finding report has been had, the Board and the Association will still have to sit down and negotiate as a further step. It is a practice which does not make for good employer-employee relations.

Nevertheless, I have been made fully aware that the present Board has a strong aversion to arbitration. It has refused Federal grants for projects which would require that it accede to arbitration. While I recommend arbitration most urgently, I realize that in the State of the Board's mind, it is an achievement almost unobtainable at this time. Rather than let the entire agreement founder upon this issue, I reluctantly recommend to the Association that it accept fact finding as the final step in the grievance procedure.

Article 7 Section C - The Association requests that prior experience be given full credit to an instructor newly hired into this system. The Board proposes that its previous six year experience credit allowance be reduced to a maximum of five years.

I believe the Board is extremely shortsighted in this respect. If it wishes to obtain the services of experienced teachers at college level for its school, it must offer a salary commensurate with accrued experience to make the position more attractive. I strongly recommend that it give full credit for prior teaching experience in other schools, provided, however, that the school director may, in his sole judgment, offer less than full credit if he finds an applicant's experience insufficient to justify full credit.

Article 7 Section D (1) - A minor cause of dissension between the parties is whether paychecks should be issued on a ten or a twelve month basis. The business manager of the school has no objection to either system provided it is uniformly applied to all members of the faculty. He does view as an administrative nightmare the proposal that some of the teachers take ten month payments and the others take twelve.

I recommend that the teachers put to a vote the issue of whether they wish their payments spread over ten months or twelve, and that the result of the vote be communicated to the director or business manager of the school, who I am advised will adopt whichever proposal they prefer.

04 Appendix A (4) - The instructors prefer that off campus teaching be voluntary. Apparently the Board is in full agreement with this. It is also asked that an off campus faculty member's salary be the same as the overload schedule, to which the Board accedes, plus transportation provided by the Board or paid at 12¢ per mile for the round trip between the college and the off campus teaching site, with full salary paid for traveling time. The Board agrees to provide transportation or to pay for the teacher's transportation at the rate of 10¢ per mile and offers 1/2 pro rated salary for travel time.

If the Administration representatives would make a short computation of their own car costs, they would find that 10¢ per mile does not pay for the cost of travel. 12¢ per mile is about the minimum which can be paid to cover the basis costs of travel. I recommend that the Board pay 12¢ per mile for travel to off campus teaching sites. As to salary, since the teacher is driving and not teaching, I feel that half pay is fair compensation and I so recommend.

Appendix A (5) - The faculty requests that they be paid for registration time at 1/60th per day of the academic year's salary. But the faculty is already paid for working during registration time. I do not recommend that additional payment should be made.

Appendix A (6) - Instructors whose regular program of instruction exceeds 160 days of the academic year ask that they be given a contract for time beyond this period and be paid an additional 1/60th of salary per day for each additional day. It has been the past policy of the Board to pay instructors for this time on a pro rated basis and I do not believe additional payment is warranted.

21 Appendix A (9) - The faculty asked for longevity payments of 5 per cent of salary beginning with the 15th year, 10 per cent with the 20th year and 15 per cent beginning at the 25th year. The Board has made no counter proposal.

I recommend that a longevity payment of \$100.00 per annum be paid from the 15th year, \$150.00 beginning with the 20th year and \$200.00 beginning with the 25th year until retirement.

01 Appendix A - Salary Schedule - The 1967-1968 salary schedule provided for a bachelor's salary of \$6,200.00 to \$9,500.00 over eleven years, and a master's salary beginning at \$6,650.00 and reaching \$10,970.00 in the twelfth year. The Board has made a practice for some years of negotiating a salary for the K-12 system and then paying to the teachers in the college \$250.00 over the salary negotiated in the K-12 section of the system. In effect, this permits the teachers in K-12 to negotiate a salary for the teachers in the college to which they strenuously and to my mind rightfully object. They ask that the salary schedule for 1968-1969 begin with \$7,400.00 for bachelors, reaching \$11,720.00 in the tenth year; and begin with \$8,000.00 for masters, reaching \$13,280.00 in the twelfth year, as against a proposal by the Board of \$6,750.00 to \$10,910.00 for bachelors

in twelve steps and \$7,280.00 to \$12,280.00 for masters in thirteen steps.

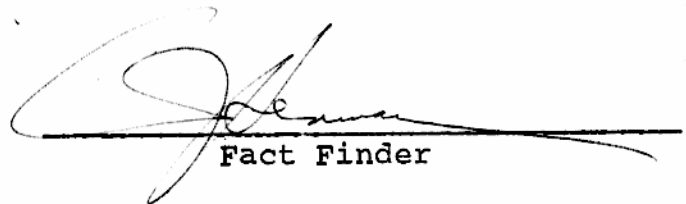
The Board expects a deficit at the end of the current school year of approximately \$300,000.00 which I must agree does not leave it too much room to make extended increases in salary payments. It also poses the problem that a change in the payment pattern between K-12 and college teachers would cause the K-12 teachers to lose faith with the Board.

I discount this latter argument, because I do not believe the K-12 teachers are interested in anybody's salaries but their own. They did not intentionally negotiate for the college instructors and almost certainly did not have the college instructors in mind when they negotiated their own salary package. I think the Board will agree that the salaries it pays to the instructors in this institution should be comparable to those paid by other institutions of similar size and range. I cannot recommend the salary scales asked by the Association because the increased amount would be prohibitive as far as the Board's income is concerned. I do believe, and I so recommend, that the salary scale should begin at \$6,900.00 for bachelors with a top of \$12,350.00 for masters, and that the salaries within that range and the salaries for non-degree and teachers of higher than master's should be adjusted proportionately. The index should remain at 11 and 12 years respectively.

I recommend overload pay at \$175.00 per contact hour per semester. I recommend that the Board's proposal of \$150.00 per year for

bachelors plus 15 hours, and \$100.00 for masters plus 10 hours, as proposed under Appendix A Paragraph 8, be accepted. I recommend that summer school pay be \$190.00 per contact hour as proposed by the Board in Appendix A Section 7.

Additional compensation for extra duties as requested in Appendix B should be, in my opinion, the payments offered by the Board, in addition to which the Drama Coach should receive a 3 hour reduced load, the supervisor of Triad should receive a 3 hour reduced load, and the supervisor of Perhaps should receive a 3 hour reduced load in the second semester.



Fact Finder

Detroit, Michigan,

October 4, 1968.