9/17/67 FF

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STATE OF MICHIGAN

LABOR MEDIATION BOARD

In the matter of:

LAKE MICHIGAN COLLEGE
and
LAKE MICHIGAN COLLEGE FEDERATION OF TEACHERS

Case No. G-67B176

Daniel Krueger 9-17-67

Lake Mich. C. Fac. Fed.

HEARING OFFICER'S FACT FINDING REPORT

APPEARANCES:

August 21, 1967
For the Federation: Robert L. Dolsen, Member of the Bargaining Team
Harry J. Rodgers, Member of the Bargaining Team
Edward S. Shaffer, Member of the Bargaining Team
John Schmidt, Member of the Bargaining Team
June Fieger, Attorney
Bernard Fieger, Attorney

For the Lake Michigan Community College:
There were no representatives present at the hearing on August 21, 1967 which was held at Kellogg Center in East Lansing, Michigan.

The hearings officer issued a preliminary report on August 28, 1967 but delayed filing his final report until he had heard the position of the Lake Michigan Community College. The parties met on August 30, 1967 to resume bargaining but the session was unproductive. The hearings officer then requested the bargaining team of the Lake Michigan Community College to meet with him on September 7, 1968 at Kellogg Center in East Lansing, Michigan. Present at this session were:

S. Olog Karlstrom - Business Manager
Harry Konschuh - Dean
Donald Arnold - Attorney

As the session unfolded, the hearings officer concluded that given the number of issues which remained unresolved, it was desirable that the

parties return to the bargaining table. Accordingly, he sent the following telegram on September 7, 1967 to both parties: "I strongly urge the parties to resume bargaining in my presence. The session will be held on Sunday, September 10, 1967 at 9:00 a.m. at Kellogg Center in East Lansing. By working together the parties, with the assistance of able counsel should be able to demonstrate their capabilities to make collective bargaining work."

On Sunday, September 10, 1967 in the presence of the hearings officer, the parties resumed bargaining. Present were:

For the Federation: Robert L. Dolsen
Harry J. Rodgers
Edward S. Shaffer
John Schmidt
June Fieger
Bernard Fieger
A. Truesdale

For the Community College:
Harry Konschuh
S. Olof Karlstrom
Donald Arnold

The Hearings Officer put his fact finding role to one side and sought to mediate the unresolved issues. The session continued until 2:00 a.m. September 11, 1967. Some progress was being made, so the hearings officer called a recess until 9:00 a.m. September 11, 1967. The parties returned at 9:00 a.m. The Hearings Officer, now mediator, sought to narrow the issues in disagreement. However, at 8:30 p.m. it was apparent that mediation had failed and so informed the parties. He requested the parties to sit together to review the status of what issues had been resolved and what issues still remained unresolved. This was the first time since Sunday morning that the parties were meeting together. This session did give the parties a fix on the status of negotiations.

There was some discussion that the parties would resume bargaining on their own in Benton Harbor the next day.

The Hearings Officer, serving as mediator, adjourned the session. He reported that his fact finding report would be made available as soon as possible.

. . .

This is a fact finding report under the provisions of Section 25 of Act 176 of the Public Acts of 1939, as amended, which provides in part as follows:

> "Whenever in the course of mediation under Section 7 of Act No. 336 of the Public Acts of 1947, being Section 423.207 of the Compiled Laws of 1948, it shall become apparent to the Board that matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known, the Board may make written findings, with respect to the matters in disagreement. Such findings shall not be binding upon the parties but shall be made public. . ."

In accordance with the Board's Rules and Regulations relating to fact finding procedures, the undersigned Hearings Officer was designated to conduct a hearing in the matter and to issue a report in accordance with Article V, Section 1 of Rules and Regulations which provides as follows:

> "After a hearing for the purpose of taking evidence upon a petition, the Labor Hearings Officer shall prepare a report. Such report shall contain findings of fact and the reasons or basis therefor. The Labor Hearings Officer shall file the original with the Board and cause a copy thereof to be served upon each of the parties. Within ten days from the date of service of the report, the parties may file written comments with the Board."

Background

On July 13, 1967, the Lake Michigan Federation of Teachers through their attorney, Bernard J. Fieger petitioned the State Labor Mediation Board for fact finding. The issues, as cited in the petition, were:

(a) Scope of contract
(b) Availability of financial information to the union
(c) Dues deduction
(d) Bulletin board use
(e) Use by bargaining agent and teachers of the teachers' mail boxes and internal mail
(f) Release time for federation officials
(g) Provisions for bargaining time for the next contract
(h) Grievance procedure including definition of grievance and the last step to provide for arbitration
(i) Assignment and transfer policy including definition of qualifications and seniority
(j) Lounge and rest areas for teachers
(k) Committee structure
(l) Class size and class load
(m) Length of school day
(n) Summer school assignments
(o) Extra Curricular assignments
(p) Textbook selection
(q) Job security
(r) Leave policy
(s) Salary, fringe and economic benefits
(t) School calendar.

The State Labor Mediation Board through Hyman Parker, Chief Mediation Officer, transmitted on July 14, 1967 Federation's Petition for Fact Finding to the Lake Michigan College Board of Trustees, Benton Harbor for their reply in accordance with Board's Rules and Regulations Article II. "The Respondent shall have the right to file an answer to the Petition For Fact Finding within ten days of receipt thereof."

The Lake Michigan Community College through its attorney, Donald L. Arnold, replied on July 22, 1967 that in view of scheduled negotiations that a formal fact finding proceeding is "unnecessary, premature and would interfere with collective bargaining." He requested that the Labor Mediation Board dismiss the petition or that it indefinitely stay the petition to allow the parties to proceed with collective bargaining.

The Federation's Attorney, Bernard J. Fieger, replied on July 30, 1967, to the Respondent's Answer to Petition for Fact Finding. He called attention that the parties were at impasse in the areas listed in the petition, dated July 13, 1967.

On the basis of the petition and replies, the Labor Mediation Board concluded that matters in disagreement between the parties might be more readily settled if the facts in disagreement were determined and publicly known. Accordingly, the Board appointed Dr. Daniel H. Kruger as its Hearings Officer and Agent. As noted above, hearings were conducted on August 21, 1967, and September 7, 1967. A mediation session was held on September 10 and 11, 1967.

In the mediation sessions held on September 10-11, 1967, the parties reached agreement among other items on the following: (1) dues deduction, (2) use of bulletin board, (3) use of campus mail system, (4) textbook selection, (5) maternity leave, (6) certain provisions relative to assignment and transfer; preference of the individual teacher will be given consideration in the scheduling of classes; the members of a given department who are available will interview candidates for positions in that department; employment standards as spelled out in the Faculty Handbook Section 3.14; full-time teaching personnel, if qualified, will be given consideration in part-time teaching assignments; if class enrollment is below that necessary to offer a course, the teacher may be reassigned within his area of competency, and (7) jury duty.

The parties also agreed to include the Faculty Information Section of the Policies Handbook of the Community College dated January 30, 1967, as part of the agreement. A review of this section indicates that the length of the school day is covered (Sec. 3.22.1).

The parties also negotiated other items but they were not included in the original petition for fact finding.

The Issues

Although the mediation session was fruitful, all issues in dispute were not resolved. In this report, the Hearings Officer will focus on what appears to be the more critical areas.

1. Scope of the Agreement -

In its August 1 proposals, the Community College in Article III, Section 2 proposed that "this agreement constitutes the entire agreement between the College and the Federation." The Federation contended that this provision was too restricted and that all past practices be made a part of this agreement. As noted above, during the mediation sessions on September 10, the Community College agreed to include Section 3 of the Policy and Procedures Manual entitled Faculty Information (document dated January 30, 1967). This section contains a list of items which have been in effect in recent years. Taken together, they do represent in a sense "past practices" of at least some past practices. The Federation insisted that all past practices be included as part of the agreement in view of the balance of Article III Section 2 which reads: "each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement." The inclusion of the Faculty Information Section does broaden this waiver clause.

The Hearings Officer acting as mediator proposed to the Community College that this provision be broadened. Undoubtedly, there would be items or problems which would arise and which should be discussed since they could and probably would have an impact on the quality of instruction. The Community College did agree to include a statement to this section to the effect that the parties by mutual consent would discuss other matters and if agreement was reached on a given matter, this would become a part of the agreement. The Community College's position was that it does not want to spend a great deal of time during the year bargaining on items or matters not specifically covered in the agreement. The Federation's position is that in view of the fact that there have been four precidents in recent years that all past practices should be included. Furthermore, there appears to be in the view of the Hearings Officer a lack of mutual understanding and lack of mutual trust and confidence between the parties. This offers, at least, a partial explanation as to the insistence on the part of the Federation to include past practices. The Community College says that it would be willing to negotiate specific pastpractice if the Federation would identify them.

While the scope of the agreement falls short of the Federation's demand, it has been broadened over the original proposal of the Community College by including the Faculty Information Section and by adding the provision that by mutual consent the parties will discuss other matters. If specific problems arise during the life of the agreement which have not been discussed by mutual consent, they would indeed be appropriate matters for bargaining when the next contract is negotiated.

2. Grievance Procedure -

A grievance is defined in the Community College proposal Article V Section 1 dated August 1, 1967, as follows:

> an unsettled complaint raised by a teacher or the Federation that there has been a deviation from or misinterpretation of a written policy or procedure promulgated by the Board of Trustees or its agents or that there has been a violation, misapplication or misinterpretation by the College of any express provision of this Agreement or of an Agreement between the aggrieved teacher and the Board of Trustees.

The Federation defines a grievance in Article III Section A as

> an unsettled complaint by an employee in the bargaining unit or by the Federation that a practice or policy is unfair or unproper, that there has been a deviation from or misinterpretation of any policy or practice or that there has been a violation, misapplication or misinterpretation of any provision of an existing agreement between the Board of Trustees or its agents and members of the bargaining unit or the Federation.

Thus the definition of a grievance in the Federation's proposal dated August refers to both past practice and policy as well as to provisions of the existing agreement.

As noted above, the scope of the agreement has been broadened over the original proposal of the Community College. Thus the items or matters on which the employee may aggrieve has likewise been expanded. While past practices are not appropriate subjects on which to aggrieve, the faculty member can file a grievance in those important areas included in the agreement and Faculty Information Section 3. In addition, those matters which have been discussed by mutual consent and on which agreement has been reached become a part of the collective bargaining agreement and therefore subject to the grievance procedure. Experience will indicate if the definition of the grievance as modified in the mediation sessions is too restricted. For the present, it does provide a broader subject matter area for which grievances may be instituted.

There is another aspect of the grievance process over which there is an impasse. Article V Section 6 of the Community College's proposal dated August 1 reads:

> If any case in which an individual teacher or group of teachers choose to present a grievance without the assistance of a

Federation representative, the Chairman of the Federation Grievance Committee shall be given an opportunity to be present at the time of adjustment of the grievance and shall be given the opportunity at that time to present the Federation's views on the grievance.

The Public Employment Relations Act (Act 336 of the Public Acts of 1947 as amended) Section 11 provides for the individual employee with the right to present his grievances to his employer and have them adjusted without intervention of the bargaining representative. The last part of this Section of the Act is of significant importance. It reads "if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment." Thus while the individual employee in the bargaining unit and the employer may resolve the employee's grievance, the settlement cannot be inconsistent with the terms of the agreement. The Legislature well recognized that settlements between the individual employee and his employer which were not consistent with the provisions of the agreement would indeed erode the existing provision. Since the Act prevails, Article V Section 6 of the Community College's proposal needs to be amended to include the statement that the resolution of individual grievances cannot be inconsistent with the terms of this agreement.

3. Arbitration -

The Federation seeks a final and binding arbitration provision as the terminal step in the grievance procedure. Article III Section E of the Federation's August proposal states that "the decision of the Arbitrator shall be final and binding on the parties hereto."

The Community College's proposal of August 1 (Article V Section 4) with respect to arbitration reads:

> The arbitrator's award shall become final and binding on the fifteenth day following its delivery to both parties unless prior to such 15 days either party gives written notice to the other party of its desire that the award not be final and binding. In any case in which such written notice is timely given, the award shall be advisory only.

The Community College's position is that the Attorney General's opinion #4578, dated May 26, 1967, acts as a bar to including a compulsory arbitration provision. The Attorney General's opinion reads:

> It is the opinion of the Attorney General that boards of education are without lawful authority to include in their master contracts with representatives of their employees a provision for compulsory arbitration.

It is not clear as to whether the Attorney General means that final and binding arbitration is compulsory arbitration. There has been no court case on this issue. It is also not clear if the Attorney General meant to include Boards of Trustees of Community Colleges which are not a part of K-14 school systems.

At least one Community College - Schoolcraft (Northwest Wayne County Community College District) - has recently negotiated a final and binding arbitration clause.

Inasmuch as there is uncertainty as to the meaning and intent of the Attorney General's opinion and since there have been no court cases on this matter, it would seem that the parties could include a clause providing for final and binding arbitration as the terminal step of the grievance procedure with the proviso that if the Supreme Court ruled that boards of education and/or boards of trustees of community colleges do not have the legal authority to enter into final and binding arbitration arrangements, the parties would negotiate an alternative approach.

The Community College, in the Hearings Officer's view, at least partially subscribes to the concept of final and binding arbitration as reflected in their Article V Section 4 (August proposal). The award is

final and binding unless prior to the 15 days either party gives written notice to the other party of its desire that the award not be final and binding. If the written notice is timely given, the award shall be advisory only.

The Community College arbitration proposal seems to the Hearings Officer to be indeterminate. The objective of arbitration is to get a decision. Under the Community College proposal, it is possible to go through the arbitration process only to have either party give written notice that it desires the award not to be final and binding. Thus, the parties would go through the process without a definitive decision and in addition, would have to share the costs.

4. Salary -

The current salary range is:

M.A.	6300-9300	11 steps
M.A. & 10 hours	6400-9700	12 steps
M.A. & 20 hours	6500-9800	12 steps
M.A. & 30 hours	6800-10,700	14 steps

The Community College in its August 1 proposal has a salary range as follows:

M.A.	6700-9900	12 steps
M.A. & 10 hours	6900-10,100	12 steps
M.A. & 20 hours	7100-10,300	12 steps
M.A. & 30 hours	7300-11,000	14 steps
Ed. Spec.	7500-11,200	14 steps
Ph.D.	7800-11,500	14 steps

The Federation in its August proposal has a salary range as follows:

M.A.	8000-12,500	10 steps
M.A. & 10 hours	8333-12,833	10 steps
M.A. & 20 hours	8666-13,166	10 steps
M.A. & 30 hours	9000-13,500	10 steps
M.A. & 40 hours	9333-13,833	10 steps

According to the Hearings Officer's calculations based on the current status in the step progression or grid system of the 49 instructors in the bargaining unit, the Community College expended $425,700 on their salaries in the 1966-67 school year.

Data were not presented on what the cost of salaries for those in the bargaining unit would be under the Community College proposal of August 1. Assuming that every instructor moves one step and, using the new grid in the August 1 proposal, the Hearings Officer estimates that the total cost of salaries for the 49 instructors would be about $460,600. This is probably an underestimate as the new grid does not contain a 13th step for the M.A. or a 13th step for the M.A. and 10 hours or a M.A. and 20 hours or a 15th step for the M.A. and 30 hours. Sixteen instructors were so affected and their salary was fixed at the top of the new range. For example, an instructor with a M.A. and 20 hours who would move to step 13 in 1967-68 was fixed at $10,300 as only 12 steps are provided in the new grid.

It was not possible for the Hearings Officer to estimate the total cost of the new August salary proposal of the Federation because the grid is not comparable with the one being proposed by the Community College. In the hearings, the Federation estimated a total cost of $591,000 for their salary proposal.

If the total salary adjustment of the Community College for instructors was $467,000 ($460,600 plus $6400 for the 16 instructors who did not fit the grid) and assuming the total salary costs of the Federation to be $591,000, the difference between the two in terms of dollars is $124,000.

The Hearings Officer in examining the salary question is guided by the following:

1. Starting salaries of the Community College have to be competitive in order to attract and retain able staff.
2. There should be a reasonable incentive for the faculty members to improve themselves.
3. Since the Community College and the Federation both presented proposals which contain step increases for length of service, this should be retained.

If the same grid were in effect as was in 1966/67 year, the Hearings Officer estimates that the total salary costs for the 49 instructors would be $440,200. This amount is already committed even if no increases were made.

The Hearings Officer, following the guidelines as noted above, suggests that a $200 across the board increase be made on the salary schedule in effect for 1966/67 plus a ten percent increase on top of the new salary schedule based on the across the board increase. Based on 49 instructors, the cost of the across the board increase would be $9,800 and the ten percent increase on the new salary structure would amount to $43,55[illegible]ing the $9,000 and $43,550 to the amount expended for salaries in ye[illegible]/67 which according to the Hearings Officer's calculation was $425,700, the total to be expended in year 1967/68 would be $479,050. This is about $38,850 more than the College would have expended if the 1966/67 salary structure remained unchanged.

The proposal as suggested here amounts to $53,350. This represents a 12.5 percent increase over the $425,700 which the Community College expended for salaries of the 49 instructors in the bargaining unit in the year 1966/67.

Since this proposal represents an increase of $53,350, the average salary increase per instructor is $1,087, based on 49 faculty members. Individual increases would range from $750 to $1,290. The new salary range would be:

MA	$7,150 - $10,450
MA + 10 hours	$7,260 - $10,890
MA + 20 hours	$7,370 - $11,000
MA + 30 hours	$7,700 - $11,990

5. Extra Curricula Assignments

The issue in dispute with respect to extra curricula activities by instructors relates to compensation for such activity [illegible] position is expressed in the August proposal, Articles VI and XII. In brief, its position is that these duties should be voluntary, and should be compensated.

The College's position appears in the August proposal, Article VII Section 2. "Faculty members may be called upon to perform other duties including, but not limited to, serving as academic advisors to students, serving as faculty advisors to student clubs or activities, participating in college-wide social, cultural and professional activities and chaperoning of student social activities.

The College agrees not to assign any teacher more than six hours of other duties per month. Provided, however, that teachers assigned to serve on the North Central Accreditation Steering Committee or the Executive Committee shall not be given other assignments while serving on such

committees and shall be excluded from this limitation."

There appears to be a general practice which has its origin in the K-12 school system of compensating instructors for extra curricula duties. The Hearings Officer, however, is not aware of the extent to which Community Colleges in Michigan provide compensation for these duties. There are several ways to handle this. The faculty members can volunteer for these duties. They can be given released time by the College i.e. reduced teaching load or they can be paid at some rate. Still another approach would be to include these extra curricula duties as part of the job description. The faculty member would then understand that part of his job duties include these kinds of duties. The Hearings Officer leaves to the parties to decide the kind of arrangement which best suits the needs of the institution.

6. Security of Employment

This issue is related to job protection, job security and tenure. This is a critically important issue. Faculty members need some kind of security of employment. To put this issue into some kind of perspective, there is need to define what is meant by the term "tenure", especially academic tenure. In American educational institutions, there is no life tenure i.e. the faculty member has an appointment until he dies. One definition of tenure is that the teacher may confidently expect to hold his position, job or appointment until he retires for age or permanent disability or separated for just cause under due process or because of financial exigencies of the institution (see Fritz Machlup "In Defense of Academic Tenure" AAUP Bulletin, June 1964, p. 114). Machlup notes that there

are four types of tenure: (1) tenure by law, (2) tenure by contract, (3) tenure by moral committment under a widely accepted academic code and (4) tenure by courtesy, kindness, timidity or inertia. A fifth would be tenure through the collective bargaining process.

Instead of calling it tenure, perhaps a better terminology would be security of employment. Both parties included proposals for security of employment.

In the mediation session the College proposed the following provision (as a substitute for original Article XI) entitled Teacher Contracts and Resignation:

ARTICLE XI

Teacher Contracts and Resignation

A. Faculty Status

1. Probationary Status

a. Faculty Status. All faculty members shall be on a probationary status during the first two years of their employment. This probationary period may be extended for one additional year at the option of the Board. A faculty member whose probationary period has been extended, shall be furnished with a definite statement of deficiencies which necessitated such extension.

b. Annual contracts for probationary faculty members will be renewed if both the faculty member and the College desire to continue the relationship. The Board shall indicate its desire to rehire the probationary faculty member 90 days prior to the expiration of his existing contract or by March 15, whichever occurs first.

c. Upon successful completion of the probationary period, the faculty member will be granted a "Full Status" contract.

2. Full Status

a. Definition

1. The person attaining full status will be eligible to receive and will receive a continuing contract written as a permanent document which will guarantee that the services of the faculty member will be terminated only for just cause except in the case of retirement for age or under extraordinary circumstances.

(a) By just cause is meant incompetency, conviction of a felony, willful violation of contract or refusal to perform contractual duties and responsibilities or gross personal misconduct.

(b) By extraordinary circumstances is meant acts of God, wars, insurrection or other situations which limit and restrict the full operation of the College or the full operation of the division or area of assigned work of the faculty member including, but not limited to, reductions in student enrollment.

2. An annual salary agreement (defined later in this document as a basic contract) is required for use with this continuing contract.

b. Procedure for terminating the contract of an Instructor who has received full status.

1. A notice of the intention to terminate the contract must be furnished a faculty member at the start of second semester of the school year in which his services are to terminate. A detailed written statement of the reasons for termination must accompany this notice.

2. Within 20 days after receipt of this notice, the faculty member may request a hearing before the President. This request must be presented to the President or his designee in writing.

3. Such hearing must be held within 20 days after the President or his designee has received the request for the hearing.

4. The President must furnish the faculty member his written decision of the results of the hearing within seven (7) days.

5. If the faculty member does not accept the President's decision, he may request a hearing before the Board of Trustees. This request must be made in writing to both the Chairman of the Board of Trustees and the President of the College, within five (5) days of the receipt of the President's decision.

6. The hearing before the Board of Trustees must be held within 15 days of this appeal. The faculty member and/or the College may be represented by counsel and may call such witnesses as may be deemed necessary. At the option of the faculty member the hearing may be

(a) [illegible] hearing
(b) [illegible] hearing [illegible] maximum of three representatives or [illegible] in attendance
(c) [illegible] hearing

The decision of the Board of Trustees shall be final, notwithstanding any other provision hereof.

It is the Hearings Officer's understanding that all [illegible] years of employment [illegible] Therefore [illegible] that a faculty member may be dismissed by the Board of Trustees [illegible] cause. [illegible]

The Hearings Officer [illegible]

[illegible]

1. [illegible]

2. Within 20 days after [illegible] request a hearing before the Faculty [illegible] Standards and [illegible]. This Committee [illegible] elected by the faculty members holding [illegible] status [illegible] one for two years and one for three years. [illegible] the first year, and every year thereafter one member of the committee will be elected for a three year term. This Committee [illegible] hearing [illegible] and make a report to the President [illegible] within [illegible] days [illegible] performance [illegible]

3. The President will review [illegible] not bound by them. [illegible] welfare [illegible] forward [illegible] members of [illegible] Dismissal [illegible]

If the faculty member [illegible] the President [illegible] written decision of the results of the hearing within seven (7) days.

[illegible]

f. The decision of the Board of Trustees in cases involving termination of contract of a full status instructor shall be final.

The rationale for having a hearing before the Faculty Committee on Security of Employment is to give the instructor the opportunity to present his case to his colleagues. The faculty is interested in maintaining high standards because the institution is no better than its faculty. The reputation of the institution is a reflection of the quality of the faculty. Discharging a faculty member is a serious matter and there must be conclusive evidence for such action.

The Federation's position is that the provisions of the Michigan Teacher Tenure Act will prevail. (Article VI Section D of their August proposal). There is no present ruling that the Tenure Act applies to Community Colleges. The College is opposed to arbitration in cases involving termination of employment of full status instructors. Thus there is need for some other approach to provide reasonable due process. It is for this reason that the Hearings Officer proposed that the initial step be a hearing before the Faculty Committee on Security of Employment.

Another approach would be for the College and the Federation to appoint a Committee composed of six members, three from the College administration and three from the faculty. The chairman would be from outside the institution. The committee would be charged with the responsibility to study the area of security of employment for faculty members and to make recommendations to the Board of Trustees prior to the termination of the agreement.

Because of the interrelationship between security of employment and teacher evaluations the Committee should also examine the area of teacher evaluations and make recommendations.

One of the concerns of the College is that a strict security of employment policy would mean that faculty members would not exert themselves to keep abreast in their area of professional competency. There is no evidence to support this concern. A security of employment provision does mean that the institution must be more careful in selecting its faculty and more courageous in terminating the services of those faculty members in a probationary status who do not meet its standards.

7. Other Areas in Dispute

There are other areas in impasse but the Hearings Officer does not want to address himself to these. In his view, he has covered the most important items. The parties can and should bargain these.

Summary

The Hearings Officer is impelled to urge the parties to reach agreement so that classes may begin. Further delays will have serious implications for both the College and its faculty.

In summary, the Hearings Officer, after careful consideration of the record finds and recommends:

1. The Federation should accept the scope of the agreement as worked out during the mediation session.

2. The Federation should accept the definition of a grievance as worked out during the mediation session.

3. The College should accept the Hearings Officer's recommendation that the resolution of individual grievances cannot be inconsistent with the terms of the agreement.

4. The College should accept final and binding arbitration as the terminal step in the grievance procedure.

5. The parties should examine carefully the salary recommendation namely a $200 across the board increase on the 1966/67 salary schedule plus a 10 percent increase based on the new salary structure resulting from the across the board increase.

6. The Hearings Officer has suggested alternative ways to handle the question of extra curricula assignments. The parties are best able to decide which approach is best suited to their needs.

7. The parties should examine carefully the provision on security of employment worked out during the mediation session along with the suggestions made by the Hearings Officer namely the first step in the appeals process involving termination of the contrast of a full status instructor would be a hearing before the Faculty Committee on Security of Employment. Alternatively, the parties could agree to appoint a study committee to examine the question of appropriate approaches to security of employment and make recommendations to the Board of Trustees prior to the termination of the agreement.

8. The parties bargain the other remaining issues in dispute.

September 17, 1967

Daniel H. Kruger
Hearings Officer