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FF 11/3/78

STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In re:

Fact Finding Between:

BOARD OF TRUSTEES OF THE SCHOOLCRAFT
COMMUNITY COLLEGE DISTRICT

and

THE SCHOOLCRAFT COLLEGE ASSOCIATION
OF OFFICE PERSONNEL

and

THE FACULTY FORUM OF
SCHOOLCRAFT COLLEGE

Michigan State University
Industrial
Relations Library

Schoolcraft Community College

GEORGE T. ROUMELL, JR.
Fact Finder

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FACT FINDER'S FINDINGS OF FACT AND RECOMMENDATIONS

APPEARANCES:

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FOR THE ASSOCIATION:

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Verla Kramer, SCAOP Negotiator

FOR THE FACULTY FORUM:

Tom Fette, Michigan Education
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Bill Nicael, Forum President
Richard Arlen, Negotiator -
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INTRODUCTION

The Board of Trustees of the Schoolcraft Community College
School District and the Schoolcraft College Association of Office

Personnel (SCAOP) have had a collective bargaining Agreement for some time. Their last Agreement expired on June 30, 1977. Since that time the parties have been in bargaining, but as of September 1978, had been unable to reach agreement on a successor Contract.

SCAOP represents the office personnel employed by the College. This is a unit of approximately 62 employees.

The collective bargaining Agreement between the Faculty Forum and the Board expired in August 1978. As of the opening of school in September 1978, the Forum and the Board had not been able to reach agreement.

The Faculty Forum represents the faculty employed by the College. It represents both full-time faculty, some 160 in number, and part-time faculty, approximately 150-200 members.

Because neither SCAOP nor the Forum had reached an agreement with the Board by September 5, 1978, the beginning of the school year, both parties went on strike. On Sunday, September 23, 1978, this Fact Finder was invited by the parties to act as a Fact Finder while the Faculty Forum and SCAOP were on strike. The parties failed to reach certain understandings which would permit the fact finding to proceed. As a result the parties appeared before the Honorable Thomas Roumell, Wayne County Circuit Judge, on Wednesday, September 27, 1978, for a hearing on the Board's Motion for Injunctive Relief. As a result of said hearing and conferences with the Court, the parties were ordered to continue the fact-finding process with this Fact Finder. SCAOP and the Faculty Forum returned to work and hearings on this matter were held on Saturday, October 21, 1978.

The Fact Finder makes it perfectly clear that he considers

SCAOP and the Faculty Forum two separate organizations, representing two distinct groups of employees. Basically they are seeking resolution of separate issues. One issue common to both parties, however, is the College's ability to finance the various economic demands made by the two groups. At the end of the discussion of the issues for both groups, the Fact Finder will discuss the financial impact of the recommendations.

Though the two groups are separate and distinct and have been so recognized by the Fact Finder, this report has been combined for convenience sake.

SCAOP ISSUES

The issues unresolved between SCAOP and the Board are as follows:

1. Retroactivity.
2. Duration of Contract.
3. Insurance Program.
4. Salary schedule structure.
5. Salary Schedule.
6. Longevity.
7. Provisions to make up time as a result of the strike.
8. Amnesty Clause.

FACULTY FORUM ISSUES

The issues at the beginning of fact finding which separate the Forum and the Board are as follows:

1. The effective date of a contract.
2. Provisions for amnesty.
3. Payment for department representatives.
4. Extracurricular activity compensation.
5. Overload and supplemental instruction compensation.
6. Overtime for Librarians, counselors and culinary art personnel.

7. Contract hours for medical records program coordination.
8. Health insurance change.
9. Long-term disability.
10. Dental insurance change.
11. Increase in life insurance.
12. Severance pay.
13. Professional fund.
14. Early retirement.
15. Breaks between fall and winter semesters.
16. Part-time faculty compensation.
17. Tuition grant fund.
18. Calendar for professional meetings.
19. Table of sporting units.
20. Wages.

SCAOP FINDINGS AND RECOMMENDATIONS

DURATION, WAGES AND RETROACTIVITY

Because they are intertwined, the Fact Finder has chosen to combine under one section the discussion of the duration of the contract, wages and retroactivity.

The Association proposes a three-year contract beginning July 1, 1977, and expiring on June 30, 1980. During the 1977-78 school year, the Association proposes a 6.8 percent increase retroactive to July 1, 1977, with a step increment; an 8 percent increase with a step increment for 1978-79; and an 8 percent increase with a step increment for the 1979-80 salary schedule. Thus, this offer

contemplates retroactivity to the date the previous contract expired plus a contract of three-year duration.

The Board proposes a two-year contract retroactive to January 1, 1978, with a 1977-78 salary increase of 6 percent plus a step increment, and a 1978-79 salary increase of 5 percent plus a step increment. The contract would expire on June 30, 1979. In other words, the Board is proposing a two-year contract with limited retroactivity to six months after the previous contract expired.

The Fact Finder will recommend a two-year contract commencing July 1, 1977, and expiring June 30, 1979. The economic benefits, including wage benefits, will be retroactive to July 1, 1977. Beginning July 1, 1977, through June 30, 1978, the wage recommendation is a 6 percent increase plus a step increment. Beginning July 1, 1978, through June 30, 1979, the recommended wage increase will be 5.25 percent plus a step increment.

The Fact Finder appreciates that the Board was attempting to save money by proposing that the wage increases not commence until January 1, 1978. A 6 percent general increase effected on January 1, 1978, represents a cost of \$16,228. In addition, the step increase as of that date would cost \$10,818, for a total direct cost of \$27,046, exclusive of retirement. By making the wage increases, including the step increase, retroactive to July 1, 1977, the Fact Finder is presumably doubling the aforementioned cost to \$54,092, in addition to the retirement cost.

The Fact Finder mentions this increased cost to advise the parties that he is well aware of the effect the recommendation

will have on costs. The recommendation is made on the basis of the following considerations.

In Michigan, there is a statutory prohibition against strikes by public employees. Although the contract here expired on June 30, 1977, the office personnel did not go out on strike until September 1978. This was some fifteen months after the previous contract had expired and some twenty months after negotiations had commenced. Before going out on strike, it is clear that tools such as mediation and fact finding should be utilized by public employees. Although the fact-finding tool was not utilized prior to the strike, if public employers such as Schoolcraft College are to seek the aid of the courts in enforcing the no-strike prohibition, such public employers must be prepared to do equity. In other words, the quid pro quo for no strikes is retroactivity. It is not logical to expect the employees to work six months without a pay raise, in an era of rising costs, without striking, while the employer does nothing.

These views are not held only by this Fact Finder. In fact, they are universally adopted by fact finders in Michigan, and retroactivity is the rule. See, e.g., In Re Fact Finding Mason Co. Road Commission and Teamsters Local 214 (Jason, Jan. 7, 1976).

To put it another way, if this Fact Finder did not recommend retroactivity, he would be a minority of one among fact finders in Michigan. He would be encouraging future strikes at Schoolcraft College and elsewhere in that such a position would discourage public employees in Michigan from working without a contract as is commonly done now. Instead, the public employees would adopt the frequent refrain of the late John L. Lewis: "No

contract, no work". Thus, the inescapable conclusion is that retro-activity must be recommended here.

In regard to duration, SCAOP correctly points out that it has been negotiating for some twenty months. It logically argues that under such circumstances, a two-year contract which will expire in approximately eight months does not make sense under the circumstances. There is much to be said for this point. The problem here, however, is that SCAOP has not had a three-year contract since it began negotiating in 1967. For the first two years of negotiations, its contracts were of one-year duration. Since 1969, the four contracts have been of two-year duration. Thus, the bargaining history would suggest a two-year contract here. In addition, as will be pointed out below, it is not clear what the wage pattern should be for the third year. As the comparables are far from adequate, it is difficult to get a handle on what a third-year package should be. Under such circumstances, and now that the long impasse has been resolved, it is better for the parties to return to the bargaining table in the near future to reassess their positions. Furthermore, with the various tax proposals now on the Michigan ballot, assessments would be better made after the results of the vote on these proposals are known.

In formulating wage recommendations, one of the more persuasive approaches is to review comparables from other similarly situated employees in both the private and the public sectors. When one is dealing with office personnel, it is easier to make comparisons with the private sector, which unlike comparisons with other types of public employment, has equivalent employees. The 1977-78 comparison

with the private sector, based upon the 6 percent wage increase,
is as follows:

SALARY COMPARISONS

1977-78

<u>Name of Position</u>	<u>Industrial Average *</u>	<u>Average (Proposed) Schoolcraft</u>
Steno-Secretary	3.80-5.42	3.84-5.17
Secretary I	-	-
Secretary II	4.62-6.33	4.42-5.94
Secretary III	4.84-6.63	4.74-6.90
Administrative Secretary	5.34-7.43	5.30-7.09
Clerk I	3.75-5.07	3.84-5.17
Clerk II	4.19-5.85	4.10-5.54
Bookstore Clerk I	-	-
Library Clerk I	-	-
Library Clerk II	-	-
AV Clerk I	-	-
Cashier I	-	-
Cashier II	-	-
Bookkeeper I	-	-
Bookkeeper II	4.82-6.25	4.74-6.40
Bookkeeper III	4.89-6.70	5.01-6.72
Accounting Clerk A & B	4.44-6.02	4.42-5.94
Payroll Clerk I	-	-
Payroll Clerk II	5.14-7.03	5.30-7.09
Switchboard Operator	3.87-5.23	3.84-5.17

These comparisons indicate that Schoolcraft wages are lower

in some classifications and higher in other classifications than the private sector. Thus, a 6 percent increase would seem to be compatible with the going private sector wages.

In the comparisons with other public employers, the Fact Finder had some difficulty. The hours worked by office personnel among the public employers varied. In Schoolcraft, the office personnel worked 37.5 hours a week. In the Mott Community College and the Oakland Community College, however, they work 40 hours a week. Thus, when SCAOP tried to compare weekly salaries, the difference in hours worked made this comparison somewhat inaccurate. In addition, the Fact Finder questions the accuracy of the rates quoted for some of the public employers. The public employers used by the College were Macomb Community College, Monroe Community College, Wayne Community College, Washtenaw Community College, Mott Community College, Oakland Community College, and the Livonia, Clarenceville, Farmington, Plymouth, Northville and Garden City School Districts. The College submitted the following averages and an analysis of how they compared to the Schoolcraft offer of 6 percent.

<u>NAME OF POSITION</u>	<u>AVERAGE</u>	<u>(proposed) SCHOOLCRAFT</u>
Steno-Secretary	4.20-5.28	3.84-5.17
Secretary I	4.01-5.32	4.10-5.54
Secretary II	4.21-5.55	4.42-5.94
Secretary III	4.48-5.82	4.74-6.40
Administrative Secretary	5.16-6.18	5.30-7.09
Clerk I	3.87-4.84	3.84-5.17
Clerk II	4.09-5.16	4.10-5.54
Bookstore Clerk I	3.94-5.28	3.84-5.17
Library Clerk I	3.62-4.81	3.84-5.17
Library Clerk II	3.63-4.78	4.10-5.54
AV Clerk I	3.84-4.77	3.84-5.17
Cashier I	4.19-5.13	3.84-5.17
Cashier II	4.72-5.76	4.42-5.94

Continued -

<u>NAME OF POSITION</u>	<u>AVERAGE</u>	<u>(proposed) SCHOOLCRAFT</u>
Bookkeeper I	4.04-5.13	4.42-5.94
Bookkeeper II	4.52-5.74	4.74-6.40
Bookkeeper III	4.08-5.81	5.01-6.72
Accounting Clerk A & B	4.37-5.49	4.42-5.94
Payroll Clerk I	4.31-5.51	4.42-5.94
Payroll Clerk II	4.76-5.91	5.30-7.09
Switchboard Operator	3.91-5.01	3.84-5.17

Based on its proposed 5 percent increase for the 1978-79 year, the College submitted the following averages as contrasted to its proposal:

<u>NAME OF POSITION</u>	<u>AVERAGE</u>	<u>(proposed) SCHOOLCRAFT</u>
Steno-Secretary	4.52-5.65	4.03-5.42
Secretary I	4.28-5.56	4.30-5.81 <u>1/</u>
Secretary II	4.43-5.88	4.64-6.23
Secretary III	4.79-6.13	4.97-6.72
Administrative Secretary	5.72-6.75	5.56-7.44
Clerk I	4.08-5.15	4.03-5.42
Clerk II	4.28-5.48	4.30-5.81
Bookstore Clerk I	4.41-5.44	4.03-5.42 <u>2/</u>
Library Clerk I	3.91-5.15	4.03-5.42
Library Clerk II	3.86-5.31	4.30-5.81
AV Clerk	4.05-5.21	4.03-5.42
Cashier I	4.40-5.38	4.03-5.42
Cashier II	5.03-6.20	4.64-6.23
Bookkeeper I	4.38-5.64	4.64-6.23
Bookkeeper II	4.83-6.13	4.97-6.72
Bookkeeper III	4.33-6.06	5.26-7.05
Accounting Clerk A & B	4.64-5.89	4.64-6.23
Payroll Clerk I	4.48-5.76	--
Payroll Clerk II	4.97-6.26	5.56-7.44
Switchboard Operator	4.14-5.38	4.03-5.42

1/ and 2/ These two figures are somewhat inaccurate. The 4.30-5.42 figure is obviously a typographical error because certainly the increase is a miscalculation.

As contrasted to these averages, the 1978-79 proposal suggests that the Schoolcraft offer should be somewhat higher. Thus, a recommendation of a 5.25 percent increase would be more in line with maintaining the relative position of Schoolcraft College as compared to these employers. In the past, a certain ratio has existed between the Schoolcraft wages and those of other employers. This ratio is set forth below:

<u>NAME OF POSITION</u>	<u>AVERAGE</u>	<u>SCHOOLCRAFT</u>
Steno-Secretary	3.81-4.69	3.63-4.88
Secretary I	3.76-5.00	3.87-5.23
Secretary II	3.94-5.20	4.19-5.60
Secretary III	4.27-5.58	4.48-6.03
Administrative Secretary	4.89-5.85	5.01-6.69
Clerk I	3.66-4.58	3.63-4.88
Clerk II	3.78-4.79	3.87-5.23
Bookstore Clerk	3.64-4.84	3.63-4.88
Library Clerk I	3.41-4.48	3.63-4.88
Library Clerk II	3.40-4.45	3.87-5.23
A.V. Clerk I	3.65-4.57	3.63-4.88
Cashier I	4.24-5.23	3.63-4.88
Cashier II	4.45-5.43	4.19-5.60
Bookkeeper I	3.88-4.90	4.19-5.60
Bookkeeper II	4.17-5.33	4.48-6.03
Bookkeeper III	3.83-5.56	4.72-6.35
Accounting Clerk A & B	4.15-5.21	4.79-5.60
Payroll Clerk I	4.07-5.21	--
Payroll Clerk II	4.49-5.61	5.01-6.69
Switchboard Operator	3.69-4.72	3.63-4.88

At the 5.25 percent increase in the second year of the contract the ratio will remain approximately the same. For example, at the high end of the scale on the Steno-Secretary level, the ratio was about \$.19. This ratio will continue to be about the same under the recommendation here. This is the true test of the comparables, and it is for these reasons that the recommendation is as made.

The recommendation also includes an annual step increase

which will supplement the various earnings of the SCAOP members.

As indicated above, the Fact Finder is somewhat uneasy about the comparables because of the inconsistent number of hours worked, the difficulty in comparing weekly salaries because of this problem, and the fact that some inaccuracies seem to be inherent in these comparables. Nevertheless, the guides set forth above are helpful in evaluating the feasibility and reasonableness of the recommendations here. The Fact Finder believes they are both feasible and reasonable. This only highlights the need for the parties to return to the bargaining table within the next eight months to re-evaluate the comparables as they relate to wages.

LONGEVITY

Longevity payments are a new concept in this contract which the Board has indicated a willingness to accept.

SCAOP made the following proposal concerning longevity which was premised on a three-year contract:

SCHOOLCRAFT COLLEGE FACT-FINDING

LONGEVITY - SCHEDULE D

Employees who complete twelve {12} or more years {ten or more years beginning with the 1979-80 contract year} of uninterrupted service, based on their date of hire, during any fiscal year shall receive on June 30th of that same fiscal year an annual longevity payment according to the following schedule:

1977-78

12-15 years	\$200.00
16 or more years	\$300.00

1978-79

12-15 years	\$225.00
16 or more years	\$325.00

1979-80

10-15 years	\$250.00
16-20 years	\$350.00
21 or more years	\$500.00

Those employees who were eligible for a longevity payment on June 30, 1978, shall receive such within 30 days of ratification of this Master Agreement by both parties.

The Board proposal as to longevity, premised on a two-year contract, is as follows:

1977-78

12-15 years	\$200.00
16 or more years	\$300.00

1978-79

12-15 years	\$225.00
16 or more years	\$325.00

On review, the Fact Finder shall recommend the following longevity schedule consistent with a two-year contract:

1977-78

12-15 years	\$200.00
16 or more years	\$300.00

1978-79

12-15 years	\$225.00
16 or more years	\$325.00

The recommendation is based upon a two-year contract, and based upon what the Board is willing to pay under the new concept of longevity.

SALARY SCHEDULE STRUCTURE

At the time the Fact Finder commenced the hearing, the Association had presented a salary schedule structure. This structure was unclear to the Board as the Board was not sure whether the salary schedule structure meant an additional increase in wages. It does not. Thus, the SCAOP salary schedule structure, which has been acknowledged by the Board as acceptable, will be recommended.

INSURANCE

The issue of insurance boils down to the proposition that SCAOP wishes to switch from the present carrier of the medical and health insurance as well as from the present dental insurance carrier, to what is known as MESSA.

The rationale for the change is that similar benefits would be secured while effecting a savings in insurance costs for the life of the contract. This projected savings was based on the assumption that the present carriers' rates were recently raised 15 percent. Two days prior to the fact finding hearing, however, it became clear that the present carriers' rate increase would be between 3.7 and 5.8 percent, if that, for the 1978-79 contract year. Under these circumstances, the argument that a change in carriers would be economically desirable is not persuasive. Even MESSA is capable of increasing its rates at some time in the future.

Accordingly, the recommendation will be to keep the present insurance carriers and the present benefits. However, the Association has agreed to participate on a committee with the College to review the entire issue of medical insurance. The Fact Finder will so recommend.

TIME LOST

As noted, there was a strike of SCAOP members which lasted approximately eight days. During that time, none of the office work was done. SCAOP members wish to make up this time.

When teachers go out on strike, the time lost can be made up, usually because of state requirements as to the number of teaching days in a given school year. When other types of employees go out, such as auto workers, they never make up the time that they were out. Office personnel fall into the same category. Thus, a very persuasive argument can be made that since public employee strikes are illegal and since this type of public employee is no different than his or her private sector counterpart, there is no justification for make-up provisions.

In this case, the College has agreed to a provision permitting up to four days of the eight days lost to be made up. The Fact Finder will thus recommend the College's offer.

AMNESTY

The issue of amnesty for those who participated in the

strike was raised. After discussion with the parties, an agreement was made involving a cross-exchange of letters dealing with this problem. Consequently, the Fact Finder will make no recommendations. As far as he is concerned, the matter has been settled.

RECOMMENDATIONS

1. Duration: July 1, 1977, through June 30, 1979.
2. Retroactivity: All economic benefits shall be retroactive to July 1, 1977.
3. Wages: 1977-78, 6 percent plus a step increment.
1978-79, 5.25 percent plus a step increment.
4. Salary Schedule Structure: Shall be as proposed by SCAOP.
5. Longevity: 1977-78 - 12-15 years - \$200.00
16 or more - \$300.00
1978-79 - 12-15 years - \$225.00
16 or more
years - \$325.00
6. Insurance: Insurance coverage and carrier shall be as they were in the contract expiring June 30, 1977.
7. Time Lost: SCAOP members shall be permitted to make up four days of the time lost because of the strike.


GEORGE T. ROUMELL, JR.
FACT FINDER

Dated: November 3, 1978.

FINDINGS AND RECOMMENDATIONS AS TO THE FACULTY FORUM

INTRODUCTION

In many ways, the situation here is tragic. The some 160 full-time members of the Faculty chose to go on strike for eight days, causing disruption of the College and even the loss of some potential students. Yet, when one notes that the Faculty of Schoolcraft College has been among the best paid in the State of Michigan and in the metropolitan area, and the offers of the College, with some adjustments recommended here, would keep them there, one wonders why there was a strike. The reason is simple. According to the Faculty Forum, the offer which was made before the Fact Finder was not made to the Faculty Forum prior to the strike. If it had been, then perhaps this entire situation could have been avoided. The offer of the College is indeed within striking distance of settlement.

The tragedy is further compounded in that a number of issues which reached fact finding are minor issues which could best have been handled at the bargaining table. But, alas, the Fact Finder will attempt to sort through the various issues and make recommendations. The Fact Finder suggests, however, that continued bargaining here would have been helpful on the part of both parties.

WAGES

Over eighty percent of the Faculty is at the top of the MA track, and some of the Faculty are PhD's. A proper comparable

would thus be at the MA maximum. Beginning in 1975, the comparables at the MA maximum for colleges in the metropolitan area who are on a track system are as follows:

1975/76
MA TRACK - MINIMUM/MAXIMUM SALARIES IN RANK ORDER
Community Colleges in Metro Area

<u>College</u>	<u>Minimum</u>	<u>College</u>	<u>Maximum</u>
SCHOOLCRAFT	11,242	Highland Park	19,925
Henry Ford	11,096	Henry Ford	19,822
Highland Park	11,000	SCHOOLCRAFT	19,479
Monroe	10,800	C. S. Mott	18,380
C. S. Mott	10,680	Monroe	16,300
Wayne	10,192	Wayne	16,099

1976/77
MA TRACK - MINIMUM/MAXIMUM SALARIES IN RANK ORDER
Community Colleges in Metro Area

<u>College</u>	<u>Minimum</u>	<u>College</u>	<u>Maximum</u>
Henry Ford	11,980	Henry Ford	21,412
SCHOOLCRAFT	11,550	SCHOOLCRAFT	20,064
C. S. Mott	11,485	C. S. Mott	20,010
Monroe	11,450	Highland Park	19,925
Highland Park	11,000	Wayne	17,306
Wayne	10,956	Monroe	17,280

1977/78
MA TRACK - MINIMUM/MAXIMUM SALARIES IN RANK ORDER
Community Colleges in Metro Area

<u>College</u>	<u>Minimum</u>	<u>College</u>	<u>Maximum</u>
Monroe	12,530	Henry Ford	23,446
SCHOOLCRAFT	12,453	SCHOOLCRAFT	21,577
C. S. Mott	12,060	Highland Park	21,141
Henry Ford	11,980	C. S. Mott	21,010
Wayne	11,449	Monroe	18,910
Highland Park	11,330	Wayne	18,085

1978/79
MA TRACK - MINIMUM/MAXIMUM SALARIES IN RANK ORDER
Community Colleges in Metro Area

<u>College</u>	<u>Minimum</u>	<u>College</u>	<u>Maximum</u>
Monroe	\$13,435	Henry Ford	\$24,606
SCHOOLCRAFT	13,296	SCHOOLCRAFT	23,038 <u>3/</u>
C. S. Mott	12,660	Highland Park	22,621
Henry Ford	12,330	C.S. Mott	22,060
Highland Park	12,123	Monroe	20,255
Wayne County	12,113	Wayne County	19,133

Few colleges in the metropolitan area have settled for the 1979-80 school year. The comparables for those that have at the MA track are as follows:

1979/80
MA TRACK - MINIMUM/MAXIMUM SALARIES - RANK ORDER
Michigan Community Colleges - Metro Area

<u>College</u>	<u>Minimum</u>	<u>College</u>	<u>Maximum</u>
SCHOOLCRAFT	14,027 *	SCHOOLCRAFT	24,305 <u>4/</u>
C. S. Mott	13,345	C. S. Mott	23,255
Wayne County	12,791	Wayne County	20,605

3/ The figure for Schoolcraft College assumes the Board's last offer is 6.77 percent.

4/ The Schoolcraft figure of \$24,305 assumes the Board's last offer of 5.5 percent based upon the previous Board's offer of 6.77 percent.

Examining these comparables one notes the following.

In the 1975-76 school year at the MA maximum, Schoolcraft teachers made \$343 less than Henry Ford teachers. It is interesting to note that Highland Park at that time was the highest paid community college in the metropolitan area. In the 1976-77 school year, Schoolcraft teachers at the MA maximum were paid \$1,348 less than Henry Ford teachers. By this time, Highland Park had fallen behind both Henry Ford and Schoolcraft. In the 1977-78 school year, Schoolcraft teachers at the MA maximum were paid \$1,869 less than their counterparts at Henry Ford College.

Based on the Board's 6.77 percent proposal for the 1978-79 school year, the Schoolcraft teacher at the MA maximum will receive \$1,568 less than his or her counterpart at the Henry Ford College. Nevertheless, Schoolcraft teachers at the MA maximum will continue to be the second best paid teachers among metropolitan area colleges.

The facts further reveal that the Henry Ford Community College teachers went out on strike this fall, September 1978. As a result of their strike, Henry Ford teachers received about a 4.9 percent increase which at the MA maximum meant their pay would be \$24,606.^{5/}

The significance of the Henry Ford settlement is that this is the indication of what at least one community college in the metropolitan area settled after a strike. The strike criteria is a

^{5/} The Board in its exhibits has suggested that the settlement at Henry Ford Community College was 4.5 percent. However, at the MA maximum it was 4.94 percent based upon an increase of \$1,160.

criteria that can be used as a guide to fact finders in determining the appropriate recommendations. In other words, one attempts to predict a settlement if in fact there would have been a strike. Here, of course, there was a strike. There is also before the Fact Finder the results of a settlement as a result of a strike, namely, the Henry Ford Community College's 4.5-4.94 percent settlement.

But in addition to the Henry Ford settlement one must observe what settlements percentage-wise were reached by other colleges in the metropolitan area.^{6/}

For the 1978-79 school year, the percent increase at Mott Community College at the MA maximum is 4.99 percent. The percentage increase at the MA maximum for Wayne County Community College teachers is 5.79 percent. At the Highland Park Community College, the percentage increase is 7.0 percent. And at the Monroe Community College, the increase is 7.1 percent. Thus, it would seem that the 6.77 percent proposal of the Board is within the pattern of settlements of community colleges in the metropolitan area for the 1978-79 school year. It becomes clear that the 9.0 percent proposal of the teachers is substantially beyond said pattern.

There is another approach to determine whether the proposal of the Board is viable. For at least the last three years, particularly after changes in the bargaining pattern at Highland Park Community College, Henry Ford and Schoolcraft Colleges have been the

^{6/} Mott Community College is admittedly in Flint; Monroe admittedly is in Monroe, Michigan. There may be some question of whether these colleges should be included in the metropolitan area. Nevertheless, they are the closest out-state community colleges that are paying anywhere near the range of Schoolcraft Community College and in the case of Mott, in particular, the automotive industry forms both the personal income and to some degree the property base in Flint (Mott's location) as it does in the Detroit area. Thus, Mott would seem to be properly included in the comparables.

highest paid faculty in the metropolitan area at the community college level. In the 1975-76 school year, the difference in pay between the two institutions was that Henry Ford Community College teachers at the MA maximum received \$343 more than Schoolcraft teachers. In the 1976-77 school year, this differential was \$1,348 with the Henry Ford teacher being the better paid teacher. In the 1977-78 school year, this difference rose to \$1,869. The reason for this was that in collective bargaining during these last two years the Schoolcraft teacher was settling for 3.0 percent (1976-77) and in 1977-78 for 4.86 percent. At Henry Ford during the same two years, teachers were settling for 8.0 percent (1976-77) and 9.49 percent in 1977-78. The point is that the historical \$300-400 differential between the two schools was changed by bargaining between the parties for the last two years. The range has now become a range of about \$1,869 to \$1,348.

Apparently, the economic facts of life began to catch up with Henry Ford Community College. Even with a strike, Henry Ford settled between 4.5 and 4.94 percent. Based upon the 6.77 percent offer and the settlement at Henry Ford, the difference between Ford's \$24,606 and Schoolcraft's \$23,038 at the MA maximum is now \$1,568. This obviously improves the pay difference between the faculties of the two schools for the 1978-79 school year as compared to the 1977-78 school year. Admittedly, it does not meet the smaller gap differential of the 1976-77 school year. Yet, the problem is that the settlements among the various community colleges in the metropolitan area are varying between a little less than 5.0 percent (Henry Ford and Mott) and at about the 7.0 percent level (Highland Park and Monroe). The

three schools that are above 5.0, (Wayne - 5.79 percent; Highland Park - 7.0 percent; and Monroe - 7.1 percent) are schools (particularly in the case of Wayne and Monroe) that have catch up to do with Henry Ford and Schoolcraft.

The conclusion here is that any percentage increase much above the Board's last offer would indeed be beyond the pattern. Yet, the relationship between the pay scale of Schoolcraft and Henry Ford Community College Faculty members cannot be overlooked. Schoolcraft teachers cannot be expected to fall behind in this relationship while perhaps some of the lower paid colleges such as Wayne and Monroe are catching up.

To emphasize the point, Henry Ford Community College is apparently slowing the rate of increases because of the economic facts of life. On the other hand, this Fact Finder believes that the relationship between the two college faculties' pay salaries should be kept within a reasonable range. It is for these reasons and considering the area settlement pattern, that there is justification for recommending a 7.0 percent increase in the first year of the contract. This 7.0 percent pattern is within the range of settlements. It is noted that within the last two years, Schoolcraft has been settling in a percentage pattern range less than any other school in the metropolitan area except Highland Park who apparently did not get an increase in the 1976-77 school year. During this two-year period when Schoolcraft teachers were receiving a 7.86 percent increases for the combined two years, the combined two-year range excluding Henry Ford varied from Wayne's 12.0 percent to Mott's 13.0 percent to Monroe's 15.4 percent. Admittedly, at least in Wayne and Monroe, there was catchup. But the point is to maintain its

relevant position, the top range of the percentage pattern increases for the 1978-79 school year should be instituted at Schoolcraft. Thus, the 7.0 percent recommendation.

The 7.0 percent increase will represent an MA maximum in the 1978-79 school year of \$23,087 or a \$49.00 increase over the Board's last offer. At the most this will cost approximately \$7,900 plus the retirement cost the first year more than the Board's offer.

The recommendation does improve the pay differential between Henry Ford Community College and Schoolcraft. The difference in pay at the MA maximum is now \$1,519, which is lower than the 1977-78 differential of \$1,869 by \$350. It is higher than the 1976-77 differential of \$1,348 by \$171. What the recommendation does is keep the college within the area-wide patterns and yet makes some improvement in the differential. Admittedly, the recommendation is at the upper end of the percentage increase. But even the College's last offer recognized in view of its low settlements the previous two years that its offer had to be at the upper end of the settlements. A slightly higher increase at 7.0 percent addresses itself to the differential between Henry Ford and Schoolcraft.

For the school year 1979-80 the Board has proposed a 5.5 percent increase. Based upon a 6.77 percent increase in the 1978-79 school year, the MA maximum on the Board's proposal in the 1979-80 school year would be \$24,305. Based upon this Fact Finder's recommendation of a 7.0 percent increase for the 1978-79 school year, a 5.5 percent increase in the 1979-80 school year would amount to \$24,356.79 at the MA maximum level. At the MA maximum level, this represents \$51.79 more than the Board's proposals for salary increases in the two years. After careful review of the comparables,

this Fact Finder recommends that the proposed increase in faculty salaries for the 1979-80 school year should be 6.0 percent. Using the comparable criteria, the rationale for such a recommendation follows. Because of the historical pattern between Henry Ford and Schoolcraft College, the Fact Finder has used a comparable with Henry Ford Community College as a guide. This guide was then checked with the increases of the other metropolitan area community colleges.

Henry Ford Community College has not settled for the 1979-80 school year. Based upon the recommendation of the Fact Finder of 7.0 in the 1978-79 school year and a 6.0 percent in 1979-80, a teacher at the MA maximum at Schoolcraft would be receiving \$24,472 in the 1979-80 school year. Obviously, it is difficult to predict what the settlement will be at the Henry Ford Community College. One should point out that after an era of 8.0 and 9.49 percent increases in 1976-77 and 1977-78, respectively, the Trustees of Henry Ford were apparently willing to take a strike in order to hover around a 4.5 - 4.9 percent increase. When one notes the 4.9 to 7.0 percent range of settlements for the 1978-79 school year in the metropolitan community colleges, it becomes obvious that the Trustees of Henry Ford are beginning to "brake their increases" so that that College is in line with the raises in other community colleges, both in metropolitan Detroit and elsewhere. Henry Ford, as the record indicates, is apparently the highest paid community college in Michigan.

Couple this phenomena that is developing at Henry Ford with the fact that of the two metropolitan community colleges that have settled for the 1979-80 school year, the range of settlements

are 5.41 percent at Mott Community College and 7.69 percent at Wayne at the MA maximum level. Wayne Community College is the lowest paid of the metropolitan community colleges and obviously is in a catch up role. The 1979-80 dollar settlement at the MA maximum at Mott is \$1,195 and at Wayne \$1,472.

A further observation can be noted from comparisons with the settlements known in community colleges out of the metropolitan area for the 1979-80 school year. Kellogg Community College in the 1979-80 school year will be paying a salary at the MA maximum of \$24,217 for a raise of \$1,584 over the previous year. This represents a 6.99 percent increase. Lake Michigan will be paying \$23,795 at the MA maximum in the 1979-80 school year for a raise of \$1,763 or 8.0 percent. Middle Michigan will be paying \$21,300 for a raise of \$1,206 or 6.0 percent. Kalamazoo Community College, on the other hand, will give a raise of \$546.00 at the MA maximum for the 1979-80 school year for a 2.4 percent increase. Thus, out-state the range is from 8.0 percent to 2.4 percent for an average increase of around 6.0 percent. This average is obviously reduced because of the small percentage increase at Kalamazoo Community College.

Therefore, at least as this Fact Finder views it, based on the position that Henry Ford Community College occupies, it is doubtful that the wage increases for the 1979-80 school year at that college will exceed 5.5 percent and may indeed more likely be 5.0 percent. A 5.0 percent increase at Henry Ford Community College in the 1979-80 school year at the MA maximum would mean an increase of \$1,230 to \$25,836. At a 5.5 percent increase, the dollar increase would be \$1,353 to \$25,959.

This 6.0 percent recommendation coupled with a 7.0

percent recommendation for the 1978-79 school year would mean that the MA maximum teacher at Schoolcraft for the 1979-80 school year would be receiving an increase of \$1,385 compared to Henry Ford's \$1,230 at 5.0 or \$1,353 at 5.5 percent. This \$1,385 would be compared against Mott's \$1,195 and Wayne's \$1,472 which are the two settlements in the metropolitan community colleges for 1979-80. Against the out-state settlements, it could compare with Kellogg's \$1,584, Lake Michigan's \$1,763, Middle Michigan's \$1,206 and Kalamazoo's \$546. It is noted that Kellogg College at the MA maximum in the 1979-80 school year would be very near the rate of Schoolcraft College at the MA maximum, i.e. Schoolcraft's \$24,472 versus Kellogg's \$24,217. Thus, one cannot overlook the Kellogg comparison.

Percentage-wise, the 6.0 percent compares with Mott's 5.4 percent and Wayne's 7.69 percent. Again, Wayne is somewhat in a catch up position. It compares with Kellogg's 6.9 percent, Lake Michigan's 8.0 and Middle Michigan's 6.0 percent. It is lower than Lake Michigan's 8.0 percent, but again Lake Michigan is in a catch up position. The Kellogg comparison is interesting in that the 6.9 percent represents a creeping up to the Henry Ford and Schoolcraft level. There is no harm, of course, in Kellogg Community College teachers reaching the aspirations of Henry Ford and Schoolcraft teachers. However, this does emphasize that Schoolcraft teachers should receive a 6.0 percent increase for the 1979-80 school year to keep their relative position.

Another approach is the dollar-gap comparison between Henry Ford and Schoolcraft. If Henry Ford receives a 5.0 percent increase to \$24,836 at the MA maximum in the 1979-80 school year, and Schoolcraft receives a 6.0 percent to \$24,472, the Schoolcraft

teacher would be making \$1,364 less. As noted at page 24 herein, the 1976-77 differential was \$1,348. Therefore, using the 5.0 and 6.0 figures for Henry Ford and Schoolcraft respectively, the salary differential would be comparable to that which was bargained for in the last two years. If Henry Ford should receive a 5.5 percent increase so that the Henry Ford MA maximum teacher would be making \$25,959, the differential would be \$1,457 in favor of the Henry Ford teacher. Again, this differential would be within the \$1,869 and \$1,348 range referred to at page 24 herein. This is another approach to the figures and serves as another checkpoint.

The Fact Finder has analyzed the comparisons for the 1979-80 school year from various points of view as outlined above. The inevitable conclusion is that a 6.0 percent increase is within the range of the comparisons. This particularly becomes convincing when, as already noted, Schoolcraft teachers in the 1976-77 school year received a 3.0 percent increase at the MA maximum, and in the 1977-78 school year received a 4.86 percent increase. Both of these increases percentage-wise were below the percentage increases among the metropolitan community colleges. This emphasizes a need of a 7.0 percent and a 6.0 percent recommendation so that the Schoolcraft teachers can maintain their relative comparable position. Furthermore, even the Board's last offers would suggest that the Board recognizes that in the two-year contract that is at issue here, it had to offer a higher percentage increase than some of the comparable schools because of the erosion of the Schoolcraft teachers' relative comparable position. Thus, the Board was making offers in the second year at 5.5 percent indicating that the Board recognized this point. Again, the conclusion

is that 6.0 percent would seem to be the place where the offer should level in at.

Finally, the above analysis emphasizes that the Faculty Forum's 9.0 percent offer for the 1979-80 school year is not within the range of settlement.

Using 160 full-time faculty at the MA maximum level,^{7/} the cost for the second year of the contract would be \$26,755. The 7.0 percent recommendation in the first year would be \$7,900. The \$167.22 figure, which would be the increase over the Board's offer in the second year as compared to the recommendation, incorporates the recurring of the \$7,900. Therefore, the actual increase here in terms of total costs for the two years based upon these recommendations for faculty is approximately \$34,600. At the end of this report, the Fact Finder will analyze the financial impact on the College with these recommendations in order to review the College's ability to pay same.

A RECAP

Over the life of the contract, the recommendation as to full-time faculty salaries adds approximately three-quarters of a percent over the Board's last offer. This does represent additional cost to the College. In the end there must be fiscal responsibility. Yet, the faculty as well as the clerical employees should be paid fairly. It is for this reason that a number of the other items now

^{7/} Admittedly, this is a shorthand method of arriving at a total cost because there are teachers at the BA level, and there are teachers at the Ph.D level. But since 80 percent are at the MA maximum level, using this figure as a calculation would probably reach an average cost subject to more accurate, precise calculations.

sought by the Forum which add costs will be rejected. The Fact Finder, in other words, has opted to emphasize the needed area of financial improvement as indicated by the comparisons. Therefore, other economic demands have been allowed to fall by the wayside because there are no compelling reasons why they should be adopted, particularly when their adoption might impinge on the fiscal integrity of the College. The areas of part-time and overload teaching are the only other areas in which there is indeed a compelling need, a point that will be discussed below. It is with this approach that the Fact Finder now turns to other issues and respectfully suggests they should never have been presented. Some of these issues are minor and should have been resolved prior to fact finding.

EXTRACURRICULAR ACTIVITY COMPENSATION
TABLE OF SPORTS UNIT

The Forum is seeking to provide for a per unit increase of extracurricular athletic activity, and to add a new factor in determining sport units. The current contract provides for \$35.70 per "sport unit". The new proposal will provide for \$45.00 per "sport unit" and would include recognition of coaching experience at Schoolcraft to a maximum of five years. The Board takes the position that the present contract should remain as is during the life of the 1978-80 contract. Both parties agree that the cost of the proposal ranges from \$800 to \$1,500.

The Fact Finder is not convinced that there is equity in the argument here nor is there need for improvement. The College has no difficulty in recruiting coaches, and a number of the coaches

hired are from outside the faculty. Although there is some showing that, based upon the comparables, some community colleges in the metropolitan area may pay more for sport extracurricular activities, their internal situation is not clear. Here, the recruiting of coaches has not been a problem and there are apparently sufficient applicants from outside the faculty to fulfill the requirements of the College.

Therefore, following the philosophy that there is only so much money to be spent in this contract by the Board, and that money is needed in certain areas outlined herein, the Fact Finder, even though the amount seems miniscule, will deny the request of the Forum in this area.

DEPARTMENT REPRESENTATIVES

The Forum is seeking additional compensation for department representatives. Under the current contract, department representatives are paid \$200 plus \$20 for each full-time faculty member within the department. The Forum is proposing an increase of \$50 per representative to \$250 and \$5.00 for each full-time member of the department. Apparently, the net costs of this proposal are approximately \$1,675.

The current rate has been in effect since 1970. The Forum argues that with the rising cost of living and inflationary trends some increase is due after eight years. The Fact Finder cannot deny such an argument. In addition the cost, as just noted, is merely \$1,675.

Nevertheless, the Fact Finder again will not recommend an

increase in the departmental representative stipend. The Fact Finder has to weigh the equities and the needs of the Faculty Forum. He has done so and has thereby emphasized wage increases. Therefore, for this reason only, the Fact Finder is not recommending any increase on the departmental representation stipend.

HEALTH INSURANCE AND DENTAL INSURANCE

This Fact Finder has spent some time in the discussion at pages 14 and 15 herein in regard to the SCAOP recommendation concerning the question of health insurance and dental insurance. Essentially the Forum, like SCAOP, desired to change carriers to MESSA. As explained at pages 14 and 15 herein, there was a suggestion that the MESSA plan would cost less. This was based on the assumption that during the life of the contract the present carrier, Prudential Life Insurance Co., would increase its rates annually by 15 percent. The proposed rate for the 1978-79 contract year seems to be somewhere between 3.7 and 5.8 percent increase. Thus, the assumptions of the Forum are not born out. In addition, the Forum seeks to establish the Delta Dental Plan.

The point is that the College is comfortable with the present carriers. The programs do provide health insurance and dental benefits to Forum members. There is no showing that is persuasive that the College could reduce costs in making this change. It is for these reasons that the Fact Finder will recommend that the present carriers and present programs be continued. Unlike SCAOP, the recommendation will not provide for participating in a joint health insurance committee for the Forum has asked not to participate in such a committee. The Fact Finder will honor such request.

LONG TERM DISABILITY

The Forum proposes to increase the maximum month-long term disability benefits from \$1,250 per month to \$1,500 per month. In the fact finding hearing, it became clear that such an increase may be inconsistent with state law by exceeding statutory monthly benefit limits. After review of the applicable law, the Fact Finder is convinced this is indeed a fact, and therefore, will recommend that the present long-term disability benefits and the amount provided therein shall continue in force.

PROFESSIONAL FUNDS

The current contract provides for each faculty member to have at his or her disposal \$50 per year to attend professional meetings. According to the Forum, this amount has not been increased since 1972. Due to inflationary trends, the Forum proposes to increase this rate to \$100 per faculty member. The maximum cost to the Board is \$8,150 if fully utilized.

As the Fact Finder understands it, there has been a fund set up which recognizes the \$50 commitment. In addition, it has been the practice that faculty members can trade off so that those who want to attend conferences will have funds available. The College advises the Fact Finder that in effect the total amounts allocated have not been used in the past. This being the case, there is absolutely no reason for this increase. In fact, it is one of the items that should never have been brought to fact finding. For these reasons, the current contract language as to professional funds and the amount provided therein will be recommended.

EARLY RETIREMENT INCENTIVE

The expired collective bargaining agreement provides for a retirement bonus or supplement as an inducement for faculty members to retire before the age of 65. The earlier the faculty member retires from 55 to 65, the higher the bonus or supplement. It represents a one-time payment that can be paid in five installments. The formula ranges from \$1,300 (retirement at age 64) to \$6,500 (retirement at age 55). Neither party wishes to change the formula of age which is provided in the contract for this benefit. What the Forum proposes is to increase the payments by doubling them so that the range would be \$13,000 to \$2,600.

College Exhibit 45 spells out the actual issue between the parties and is in part as follows:

EARLY RETIREMENT INCENTIVE

ARTICLE XIII, Section 5 - 76/78 Faculty Master Contract

"When a full-time faculty member elects early retirement and has been employed by the College for a minimum of ten (10) continuous years, he/she may elect and begin to receive the retirement salary supplement. He/she shall receive an early retirement salary supplement based on the faculty member's actual age on the date the Board makes his/her retirement effective as set forth in the following table:

<u>Actual Age at Retirement</u>	<u>Early Retirement Supplement</u>	
	<u>Current Language</u>	<u>Faculty Proposal</u>
55, 56, 57, 58, 59, 60	\$6,500	\$13,000
61	5,200	10,400
62	3,900	7,800
63	2,600	5,200
64	1,300	2,600
65	0	0

The purpose of the bonus or supplement is that teachers would be encouraged to retire early. Presumably they would be teachers who were paid at the top of the salary schedule. Presumably they would be replaced by lower paid teachers. Thus, there would be a saving to the College if the teacher retires early. This is illustrated by the mathematical formula set forth in Union Exhibit 18.

EARLY RETIREMENT SUPPLEMENT COST SAVINGS

Example of savings to Board on Forum Proposal:

If a Faculty member were to retire at age 60 under the proposed supplement and was currently being paid at step 11 of the Masters plus 30 schedule of the current contract and if his/her replacement was hired at step 3 of the Masters Schedule the following savings would result to the Board.

Salary cost had the employee continued to work to age 65 or longer:

\$22,241 (a) for 5 years = \$111,205

New Employee Salary Cost:

1st year	\$14,196 (a)	
2nd year	15,069 (a)	
3rd year	15,943 (a)	
4th year	16,813 (a)	
5th year	17,686 (a)	
		79,707

Initial savings resulting from early retirement	31,498
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Early Retirement Supplement cost	- 13,000
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	<u>\$ 18,498</u>
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- (a) does not include future increases undetermined at this time
 (b) does not include additional savings that will accrue as the results of future salary changes, retirement and other fringe cost reductions as the results of lower base salary.

It is difficult, of course, to estimate the costs of this benefit except to point out, as the College has, that there are five potential early retirements which would amount to a cost of \$10,000.

In response to the above example given by the Forum, the College has prepared its own example which is set forth below.

COST SAVINGS - EARLY RETIREMENT PLAN

	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Retiree *	21,577	21,577	21,577	21,577	21,577
New Employee **	16,813	17,686	18,558	19,430	20,302
Savings	4,764	3,891	3,019	2,147	1,275
Total Savings (5 Years)	\$15,096		Total Savings (5 Years)	\$15,096	
College Payment	6,500		Faculty Proposal	13,000	
Net Savings	\$ 8,596		Net Savings	2,096	

* Faculty member retiring at 77/78 Master's Maximum

** New employee hired at Master's Step 6 (77/78)

There is some difficulty with the College's example because it does not take into consideration that the retiree's salary may be increasing each year as a result of contract negotiations. Nevertheless it does illustrate that when the amounts are doubled, the savings for early retirement quickly diminishes to

the point where there is no advantage to the College in an early retirement incentive system.

It is for these reasons that the Fact Finder will deny the request of the Forum and recommend that the age formula and amount of payments in the just expired contract shall continue in the forthcoming contract.

BREAK BETWEEN FALL AND WINTER
SEMESTERS

Article X, Section 19, of the parties' just expired contract provides as follows:

Section 10. The break between the Fall and Winter Semesters as designated in the College Calendar shall apply to all members of the faculty.

However, counselors and librarians will provide adequate services to guarantee that these operations may continue on a reduced basis during this period to the satisfaction of the appropriate administrator.

Individual work schedules will be developed in consultation with the appropriate members of the faculty.

The College proposes to delete this language suggesting that the reason for doing so is that it believes it needs more coverage among counselors and librarians during the semester break.

The Forum had proposed to keep the current language except delete the exceptions as to librarians and counselors.

However, the Forum has also suggested that it is prepared to live with the current language.

As far as this Fact Finder has been advised, the current language certainly has been in the contract for two years if not

longer. The College offered little or no evidence to substantiate a need for this change. Until the College is prepared to provide detailed evidence on the need for this change, it would seem that the parties are able to live with the bargain they once made. The libraries remain open, and they can be covered by a skeleton crew; there are counselors available. Under all these circumstances, the current language will be recommended for inclusion in the 1978-80 contract.

PART-TIME FACULTY TUITION GRANT FUND

Article XV of the expired contract is devoted to provisions concerning part-time faculty. Section 9A thereof provides as follows:

Section 9. Fringe Benefits.

- A. The Board shall provide an Educational Grant Fund for the payment of 100% of the tuition of part-time faculty members, their spouses and dependents who attend classes at Schoolcraft College proportionate to their contact hour assignment for that particular semester or session (i.e., part-time faculty members assigned five (5) contact hours, a total not to exceed five (5) hours of Educational Grant Fund may be used). Such fund shall be available only to part-time faculty who have earned fifteen (15) preference points or more. Part-time faculty and their spouses and dependents shall be considered as an in-district student for purposes of this provision.

A reading of Section 9A establishes that part-time faculty and members of their families may attend classes based upon the formula outlined therein free of charge during the semester or semesters that the part-time faculty members are teaching.

The Forum correctly points out that the problem with this

benefit is that it is frequently difficult for the part-time faculty members to use. The Forum would suggest that the use of the tuition grant be allowed a faculty member or his or her family for up to two regular semesters following the sessions in which he or she actually works. In other words, for example, if a faculty member works in the fall semester, he or she or the faculty families would be able to attend classes up to the next fall semester.

The Forum refers to this benefit as a wage or form of compensation. The proposal the Forum suggests is a "deferred compensation program" and a benefit that "the faculty member earned... and should be allowed to use". Finally, the Forum points out that "the failure to grant our proposal would indirectly reduce compensation for part-time employees". The College argues against this proposal by suggesting that the College will be giving a benefit to faculty members who may not be returning to the College or may not in the future have a connection with the College. This is true.

Whether the faculty member and his or her family attends classes in a given semester or a subsequent semester, there is, of course, some cost to the program. On the other hand, the presence of the student in the classroom does provide possible income to the College in the form of a generated state aid. In other words, the basic fact is that the College has given a benefit to part-time instructors to be used. It is argued that this benefit is meaningless because it is not able to be used for it is not always possible or feasible to use this benefit in the semester the part-time member is teaching. It ought to be able to be used. The Fact Finder will recommend that the faculty member and his or her family will be allowed to attend classes in the semester the faculty

member teaches or the next regular semester following the semester in which the faculty member actually worked. This meets some of the College's objections and still makes this benefit a more viable benefit that can actually be used.

CALENDAR-APPENDIX C

The parties are in basic agreement on the 1978-79 school calendar and the 1979-80 school calendar, including make up time in 1978-79 to cover the time lost because of the delay in opening school caused by the Forum job action. The difference between the parties is the number of days necessary for the pre-school activities. The Forum is proposing one day at the beginning of the winter semester 1979; one day at the beginning of the fall semester 1979, and one day at the beginning of the winter semester 1980. The College is proposing two days at each of these points.

There is a dispute between the parties as to the necessity for two days with the Forum suggesting that based upon the format now used by the College for activities during these days, these activities could be compressed into one day.

The days indeed can be productive educationally. They can be utilized for intense inservice training and for the development of the educational program at Schoolcraft College. The Faculty Forum is suggesting they are not being so used. The Administration has suggested that it is their intention to so use these days.

It is based upon the representations of the Administration that the Board's last proposal of two days will be recommended. It may be in the future that the Administration may not be able to retain its two-day stance, if the Administration cannot continue

to show that the days are necessary and are fulfilling an educational function.

OVERTIME FOR LIBRARIANS, COUNSELORS
AND CULINARY ART PERSONNEL

Article XII, Section 10B, of the just expired contract provides as follows:

"Section 10.

B. Work in excess of the basic load for librarians, counselors, and culinary arts personnel shall be paid at the rate of Nine and 50/100 Dollars (\$9.50) per clock hour."

The Board proposes one-sixteenth of the supplemental rate per clock hour for counselors and \$10.00 for clock hours for librarians and culinary art personnel. This means that the counselors would be slightly higher paid for overtime hours than librarians and culinary art personnel.

The Faculty Forum suggests that the one-sixteenth of supplemental rate per clock hour be paid for all three groups on the theory that historically the overtime compensation for the three groups has been the same.

The Board proposals do represent increases. Nevertheless, there has been no satisfactory explanation for the reason of the change of the traditional parities between the groups. There may be some special problem with counselors, but this should not deprive the parties of their traditional parity absent persuasive arguments to the contrary.

The argument that the culinary art personnel do receive 360 hours worth of overtime as a matter of contract was pointed out

as support of the break in parity. But this was true in the just expired contract. See Article XII, Section 10C.

The fact of the matter is the overtime payment at Henry Ford Community College is a minimum of \$17.61 and a maximum of \$38.37. At Wayne County Community College, the minimum is \$10.95 and the maximum is \$22.91. It is true that at Schoolcraft there is not the range as the parties have chosen a flat rate. A one-sixteenth rate would increase that flat rate to something over \$10.00, but the rate would still be considerably below other comparable colleges.

When one notes the above comparisons and notes that there has been this historical parity between the three groups, one is convinced of the position of the Forum and will so recommend it.

MEDICAL RECORDS PROGRAM COORDINATOR

Article XII, Section 10D, provides as follows:

"Section 10.

D. The coordination portion of the Medical Records Program when assigned shall be equated to four (4) contract hours and shall be included in the basic load."

The Forum is proposing to increase its contract hours for this position from 4 hours to 10 hours. The Board proposes six hours in the fall and eight hours in the winter, suggesting that this is all that is needed. It is unfortunate that this matter was submitted to Fact Finding because again this is one of those matters that certainly should have been settled at the bargaining table.

Since the Board is willing to provide an increase in contract hours over the present contract, it would seem that the Board

proposal should be adopted. If this is not sufficient, then there is the opportunity of re-evaluation when negotiating subsequent contracts. Thus, the Board's position will be recommended.

LIFE INSURANCE

The present life insurance package is \$15,000 life insurance, plus \$5,000 as part of the health insurance plan, which is covered by Prudential Life Insurance. This represents \$20,000. The Faculty Forum proposes an increase from \$15,000 to \$20,000 and to keep the \$5,000 which is part of the health insurance plan. The Forum suggests that the coverage at Mott Community College is \$35,000 and at Wayne Community, Macomb and Washtenaw Community Colleges, the coverage is twice the faculty member's annual salary. At Oakland Community College, the range is \$30,000 - \$50,000 depending on the faculty member's placement on the salary scale.

But the comparisons do not tell the Fact Finder what the insurance coverage is at Henry Ford Community, Monroe Community, or Highland Park Community Colleges, some of the comparisons that the Fact Finder has been using in making wage comparisons, so that the Fact Finder could make consistent comparisons.

The cost of the insurance package amounts to about \$3,423.

In view of the recommendations herein as to wages and other benefits, there is only so much money that can be utilized for the Forum's contract this time around. Until the pattern is more clear that the life insurance here is inadequate and in view of the need to distribute money elsewhere, the Fact Finder will recommend the Board's offer of continuing the same life insurance package.

SEVERANCE PAY

The current contract in Article XIII, Section 3, provides that after ten years of service, upon severance, excluding just cause discharge, a full-time faculty member will receive severance pay based upon the formula set forth therein. The Board proposes to modify the severance pay provision to limiting it to retirees or death.

There is some merit to the Board's position as it is questionable why a reward for persons who voluntarily leave employment of the College should be given.

But the problem is that Article XIII, Section 3, is a very carefully defined benefit. It is a benefit that has been in the contract for sometime. For whatever reasons, the parties negotiated it for inclusion in the contract. It may have been to give or take for less insurance coverage than some other colleges or for less of an overtime rate of pay. For these reasons, the Fact Finder is following a policy here of leaving the parties where he found them as to certain benefits absent a persuasive reason to delete the benefit from the contract. If such reasons are available, then perhaps this benefit in the future may have to be revisited at the bargaining table. There just has to be more evidence on the record before the Board can get the recommendation it desired in this area.

Perhaps if comparables had been presented showing that this benefit is unique or unusual among the metropolitan area colleges, the Fact Finder might have been more convinced that there is a basis for the College position. But until the matter is thoroughly re-evaluated the Fact Finder is leaving the parties where

he found them and will recommend the continuation of Article XIII, Section 3, as is.

AMNESTY

On pages 15 and 16 herein in the discussion of the SCAOP recommendations this Fact Finder referred to the amnesty issue there. The issue is the same as to the Forum. The comments therein are applicable to the Forum for the reason set forth therein, and the representations of the parties, i.e., the College and the Forum will exchange letters dealing with this problem. The Fact Finder will make no recommendations. Again, as far as he is concerned, the matter has been settled.

CONTRACT EFFECTIVE DATE

At the beginning of the Fact Finding hearing there was an issue as to the effective date of the contract. The parties apparently have reached agreement that the effective date would be August 24, 1978, for a two-year period, expiring in 1980. The Fact Finder will so recommend.

OVERLOAD AND SUPPLEMENTAL INSTRUCTION COMPENSATION AND SALARY PART-TIME FACULTY

These two issues have been combined because they are inter-related. The Overload and Supplemental Instruction Compensation provided for in Article XII, Section 10A, provides for additional compensation for full-time teachers who teach more than their basic load.

The current contract rate is \$209.00 per course contact hour or \$13.06 per hour.

The compensation for part-time faculty is set forth in Article XV, Section 8, of the contract. As in the case of Overload and Supplemental Instruction Compensation, the current contract rate is \$209.00 per course contact hour or \$13.06 per hour.

The significance of these facts is that if the part-time faculty rate is increased based upon the historical pattern between part-time faculty salaries and Overload and Supplemental Instruction Compensation, both provisions of the contract would provide identical increases. Neither party proposes to change this historical relationship.

This relationship is highlighted by comments at page 8 in the Board's Post-Hearing Memorandum. There the Board points out that "for every \$2.00 increase in the cost of part-time salaries" there is a resulting "\$1.00 increase in overload and supplementals due full-time members". In analyzing the problem, the Fact Finder recognizes this as a fact because it is based upon Table 1 in the Forum's Brief and acknowledged by the Board.

For 1978-79, the Faculty Forum would propose a rate of \$235.00 per course contact hour or \$14.69 per hour. In the 1979-80 school year, the Forum would propose \$260 per course contact hour or \$16.25 per hour.

The Board's proposal is an increase of 3 1/2 percent to \$216.00 per course contact hour or \$13.50 per hour for the 1978-79 school year. In the 1979-80 school year, the Board's proposal is \$218.00 per course contact hour or \$13.63 per hour. This represents an additional approximate 1 percent increase.

The percentage increases of the Faculty Forum proposal are 11 percent for 1978-79, and almost 10.5 percent for the 1979-80 school year. The Faculty Forum's proposal as to combined supplemental instruction and part-time faculty salaries, represents \$82,000 in additional costs over the Board's proposal.

By having such extreme positions, particularly when there is a long bargaining history of only modest increases in supplemental instruction compensation and part-time faculty compensation, this disparity in positions shows that the matter has not been carefully analyzed in view of the overall bargaining situation. In fact, with the exception of the addition of retirement benefits, since 1970 in this area, the increases have only been 4 1/2 percent. Yet, the Faculty in one fell swoop wishes almost a 21 1/2 percent increase in two years. The Board is willing to go at least 4 1/2 percent in two years, which is about what the Board has done over the previous eight-year period.

Admittedly, when one looks at the comparisons on the part-time salaries, for example, in the compared schools, i.e., the community colleges in the metropolitan area for 1977-78 school year, it becomes clear that Schoolcraft is behind. This comparison is as follows:

1977/78
HOURLY RATE OF INSTRUCTION* - RANK ORDER
METROPOLITAN DETROIT, MICHIGAN COMMUNITY COLLEGES

<u>College</u>	<u>Minimum</u>	<u>College</u>	<u>Maximum</u>
Henry Ford	16.56	Wayne County	21.85
Wayne County	16.11	Henry Ford	21.56
C. S. Mott	15.63	C. S. Mott	15.63
Schoolcraft	13.00	Monroe	15.00
Monroe	12.00	Schoolcraft	13.00

* For part-time instruction

Schoolcraft is unique in that it does not have a minimum and maximum, but only one rate. But even so, the Schoolcraft maximum does not even meet the minimum rate of the other compared colleges, with the exception of Monroe. The Monroe maximum rate is higher, however. A review of the pattern going back to the 1974-75 school year shows a similar situation.

The same analysis can be made on supplemental compensation.

One cannot resolve this matter in one contract. It may be a matter that the parties will have to review more carefully in future negotiations. The best that this Fact Finder can do is recommend a \$218.00 per course contact hour (\$13.63) for the 1978-79 school year, and for the 1979-80 school year.

This puts the Board's second-year offer back into the first year so at one time the Board is making approximately a 4 1/2 percent increase the first year of the contract, which will continue at the same rate into the second year. Cost-wise, it may

be somewhat difficult to figure. Roughly based on the Board's Appendix A to its Post-Hearing Memorandum, however, this would represent a \$4,500 additional cost for part-time salaries, and about a \$2,500 additional cost for supplemental compensation in salaries for a total of \$7,000 over the life of the contract including retirement cost. There would be no additional cost over the Board's offer for the second year because there is no change. The additional costs will only be in the first year. These are rough figures, but the Board should understand that in other fringe areas, the Fact Finder has denied the positions of the Faculty. On the other hand, it is very clear just by observing the above comparisons, that this is a weak area in the Forum contract with the Board.

Again, the Fact Finder has probably done what the Faculty Forum in the past has done along with the College, and that is to emphasize the full-time faculty. This particularly follows when there has been no showing of difficulty in hiring the part-time faculty needed. Nevertheless, something has to be done in this area, and perhaps the telltale reason for this Fact Finder's approach is that there is no question that, at one time during negotiations, the Board proposed a \$218.00 rate for the 1978-79 school year. Admittedly, at the time the Board did so, it was proposing less of a salary increase to the Faculty. The Board is suggesting that the \$218.00 offer is no longer viable because of the rearrangement of monies to pay higher salaries to the Faculty. This \$218.00 offer apparently was made before the Board placed its offer of 6.77 percent for faculty salaries for the year 1978-79 on the table.

Nevertheless, the recommendation here is indeed modest, and recognizes the problem. It is an attempt to begin to correct an obvious weakness in the contract. Furthermore, the cost is relatively minor. Like the Board, the Fact Finder has assessed the matter very carefully and put the money where it was needed, rather than into such areas as faculty travel, and insurance costs.

FINANCES

At the beginning of this report, the Fact Finder stated that after reviewing the comparables, which clearly justify the recommendations here, the Fact Finder would then look at the financial picture.

The Fact Finder must point out that some of his figures may be subject to challenge under minute scrutiny. But essentially, his analysis of the costs are within the parameters of the parties' financial picture.

For the purposes of this analysis, the Fact Finder will follow the comments of the Board in its Post-Hearing Memorandum. These comments are, of course, subject to rebuttal by the Faculty and were, in fact, rebutted in their response to said Memorandum. For the purposes of discussion, however, the Fact Finder will assume that there should be a 15 percent cost for retirement added to any salary increases as this is the cost that the Board has to pay. The Board reports that it did budget for increases in the current year, but that its last offers to the Faculty and SCAOP represented \$32,076 over the Board's budget. Presumably this is based only on the first year offer. The Fact Finder was not shown the budget for the 1979-80 school year or any of the financial projections.

The Fact Finder believes, subject to more accurate scrutiny, that the proposals set forth herein will represent about \$109,495, including retirement benefits. This includes a total cost of \$62,205 over two years for SCAOP and a cost of about \$47,000 over two years for the Faculty Forum. In terms of the ability to pay, it is noted, based upon the Board's figures, that there has been a \$220,000 lump-sum carried over from the 1977-78 school year. This does not necessarily represent new money for said monies have been used in devising the current budget. But what it does represent is that the Board has not in the recent past been operating at a deficit but in fact at least currently has had monies to carry over. In terms of new monies, i.e. increased revenue from millages and increased state aid and other sources, the Board for the 1978-79 school year has at its disposal \$736,666. Of this figure, \$145,000 has been budgeted for increases in Department of Instruction and Student Affairs. Thus, this leaves a contingency account of \$559,656 broken down as follows:

- | | | |
|----|--------------|---|
| 1) | \$85,099.00 | Unallocated (to meet emergency situations such as excessive snow removal, vandalism, and other unanticipated emergencies. |
| 2) | \$42,604.00 | Transfers - Special Programs and Grants. |
| 3) | \$33,294.00 | Insurance premium increase of 5%. |
| 4) | \$44,581.00 | Budgeted amount for SCAOP negotiations. |
| 5) | \$356,840.00 | Budgeted amount for Forum negotiations. |
| 6) | \$33,238.00 | For salary increases to classified personnel. |

The Board now argues that some of the contingency funds have had to be removed because transfers, i.e., special programs in class, grants and increases in classified personnel, have become actual expenses, so that the contingency fund is now as follows:

Unallocated	\$85,099
Insurance Adjustment	33,294
SCAOP	44,581
Faculty	356,840

By this analysis the contingency fund has been reduced some \$78,000 so that now it is in the neighborhood of \$517,000.

The Board maintains that it is now in the situation where it must trim \$162,000 from the budget because of decreased enrollment, and that in fact it had to refund \$26,000 in tuition because of the job action. In other words, the budget as adopted must apparently be trimmed by \$220,000. Now the Fact Finder comes along and adds about \$109,000^{8/}, and adds to a possible financial dilemma. A budget is only a guesstimate, however, which can be readjusted. Even though there must be a \$220,000 adjustment, there is an unallocated amount of \$85,000. Certainly in a budget of over \$11,000,000 additional costs of between \$50,000 and \$70,000 per year over the Board's last offer can be provided for.

In some ways, the Board has proven this point by the fact that it does have a \$220,000 carryover from the 1977-78 school budget, which is used admittedly in building the current budget. But again, the point is, budgets are only guesstimates. Based upon this carryover feature, the moderate recommendations here can indeed be incorporated in the budget by the appropriate readjustments even though the Board still must trim \$220,000 from its budget. There is no evidence to the contrary suggesting that these readjustments can not be made in keeping with the College's current educational program.

There is no question that the Board's budget is tight. Nevertheless, it is suggested that when one notes the comparables and reviews the Board's budget, there is no compelling reason to believe that the Board does not have the ability to pay the recommendation here.

^{8/} It is suggested that only a little over one-half of this amount can be charged to the first year's budget, the other half of the cost occurring in the second year of the contract.

The recommendations may require partial rearrangements of the budget, but the rearrangement need not be drastic. The recommendations, at least in the view of the Fact Finder, are within the Board's current financial capabilities.

Although there may be some inaccuracies in the Fact Finder's cost figures because of the need for more preciseness, they are around \$109,000. They cover a two-year period so that the entire amount need not be allocated to the first year of the Board's budget.

In essence, the Fact Finder's report recommends retro-activity, which seems to be reasonable even though somewhat costly, $\frac{3}{4}$ of a percent increase over two years for the full-time faculty, and pushing back to the 1978-79 school year 1 percent of the increase that the Board was willing to give the part-time faculty. If the Board cannot meet these costs within this budget, and in a budget which has unallocated amounts upwards of \$85,000, even though the Board now may have to trim its budget by \$220,000, then the Board's entire budget-making process will have to be reviewed. The financial situation is tight at Schoolcraft, but for the reasons suggested herein, the recommendations are fiscally responsible and in keeping with the Board's financial wherewithal.

If it should turn out that the Forum's analysis of the Board's budget and financial capabilities is correct, then the Board may indeed be increasing its lump sum carryover in the next year. The Fact Finder makes no finding as to whose analysis of the Board's financial wherewithal is correct. He has approached this matter on the assumption that the Board is correct only as a check against his analysis of the monies that could be paid as the result of the recommendations herein.

SUMMARY

The Fact Finder believes that the recommendations here are within the realm of reason. They meet the comparables test, which dictates that this be the result. The College is not in such a financial position that it cannot afford to pay the recommendations. The difficulty here is that the Faculty Forum demands as well as the demands of SCAOP were above the area-wide settlements, and there was no showing why they should be adopted. Likewise, however, the offer of the College had to be modified in order to keep abreast of the comparables.

Finally, the Fact Finder appreciates that the Circuit Judge ordered the fact finding process to be completed by October 28, 1978. It is noted that the hearing on this matter was not finally completed until October 21, 1978. The final letter brief did not arrive in the hands of the Fact Finder until Tuesday, October 24, 1978. The length of this report should indicate the detailed analysis that was required because of the many issues that were before the Fact Finder. It is suggested that the spirit of the Order has been complied with in that the fact finding was done on an expedited basis, but it was not done in such a way as to sacrifice the deserved analysis that the problems presented here required.

RECOMMENDATIONS

The recommendations of the Fact Finder are as follows:

1. Duration - the Contract shall be two years in duration commencing August 24, 1978.

2. Wages - 7.0 percent increase for full-time faculty for the 1978-79 school year. A 6.0 percent increase for full-time faculty for the 1979-80 school year.

3. Supplemental Compensation and Part-Time Faculty Salary shall be at the rate of \$218.00 per contact hour or \$13.63 an hour commencing in the school year beginning September 1978 and continuing throughout the life of the contract.

4. Commencing with the fall of 1978, counselors, librarians and culinary art personnel shall be paid at the rate of one-sixteenth of the supplemental rate per clock hour for all overtime.

5. The calendar shall be as proposed by the Board.

6. Part-time faculty members will have the right along with their families to attend classes free of charge in the semester they teach or the semester following the semester they teach.

7. The contact hours for medical record program coordination shall be as proposed by the Board, to wit: six hours in the fall semester and eight hours in the winter semester.

8. As to the following areas the provisions in the just expired contract will carry over into the 1978-80 contract:

- A. Compensation for Department Representatives.
- B. Extracurricular activities.
- C. Table of sporting units.
- D. Health Insurance, Dental Insurance and Life Insurance and Long-Term Disability Insurance Programs.

- E. Early Retirement Incentive.
- F. Severance Pay.
- G. Break language between fall and winter semesters.


GEORGE T. ROUMELL, JR.
FACT FINDER

Dated: November 3, 1978.