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STATE OF MICHIGAN

DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding between
SCHOOLCRAFT COLLEGE BOARD OF TRUSTEES

-and-

SCHOOLCRAFT COLLEGE FACULTY FORUM

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

REPORT OF FACT FINDER

Pursuant to application for fact finding filed by Schoolcraft College Faculty Forum, hereinafter called the Forum, dated August 24, 1970, and received by the Employment Relations Commission August 25, 1970, the undersigned was appointed Fact Findings Hearings Officer by letter dated August 25, 1970.

Pursuant to notice duly given, hearings were held under Section 25, Act 176 of Public Acts, 1939, as amended, and the regulations of the Commission. At the first hearing on August 28, 1970, counsel for Schoolcraft College Board of Trustees, hereinafter called the Board, objected to the proceedings because the Board had not been afforded 10 days within which to file answer to the application for fact finding as provided by Rule 33, and requested adjournment of proceedings until August 31, 1970. The objection was overruled and hearing commenced on that date, with the Fact Finder directing the Forum to

Alan Walt

present its positions on unresolved issues first. The Board commenced its presentation on September 1, 1970, without waiving any rights it may have under law or by virtue of the commission's regulations. Parenthetically, it is noted that the parties were orally informed of the hearing date on Wednesday, August 26, 1970, and that a strike had been in progress since August 24, 1970.

INTRODUCTION

A two-year collective bargaining agreement between the parties was in effect until June 30, 1970. Bargaining for the successor contract commenced 9 months ago and most issues had been resolved. However, the parties had reached impasse on a number of issues. In those areas where fine questions of procedure and substance have been presented, the Fact Finder intends to deal with them by suggesting broad contractual concepts. The parties have negotiated two prior collective bargaining agreements, the 1967 and the 1968-70 contracts and, hopefully, can resolve their semantic difficulties once the principals involved are agreed upon. And even in the more commonly found areas, the same approach will be taken. If the recommendations made herein are accepted or utilized as a departure point from which agreement is reached, I am convinced that specific contractual language will readily fall into place.

DEPARTMENT CHAIRMAN

Under previous contracts, divisional chairmen existed in both the academic and technical-vocational areas. In some cases the divisional chairman was responsible for a number of departments; an example is the social science chairman whose responsibility extended to economics, history, philosophy, political science, psychology and sociology. In other instances the divisional chairman had a single area of responsibility such as biology or math. The functions of divisional chairmen involved administrative and academic considerations in the areas of budget, curriculum, class schedules, staffing and evaluation. Because division chairmen were members of the bargaining unit, the Board proposed that this position be eliminated and that a number of area directorships be established to undertake all duties and responsibilities that properly belong to the college administration but which were handled previously by divisional chairmen. A new position of department chairman has been created; where there previously had been 14 divisional chairmen, additional departmental chairmen are contemplated although some departments will still contain more than one discipline.

A number of questions remain unresolved, consisting primarily of delineating duties and responsibilities at the area director and department chairmen levels and the compensation to be paid to department chairmen.

POSITION OF THE FORUM

The Forum has agreed with the concept of area directors. It contends, however, that the Board is intent upon reducing the involvement of faculty by removing from department chairmen many areas traditionally -- and under prior collective bargaining contracts at this institution -- the function of faculty. The department chairman will still have responsibility in the areas of budget, staffing and scheduling. While recognizing that there are policy determinations necessary here, the Forum believes that such decisions should be made in conjunction with area directors. With this basic concept in mind, it proposes the following contractual language in those areas which remain unresolved.

Department Chairman shall coordinate the following collective functions of the members of a Department in consultation with an appropriate administrative officer:

The analysis of staff needs in the Department. The Office of Instruction shall make available to the Department the applications of all qualified applicants. The Department Chairman shall assist the Office of Instruction in the selection of the individual(s) to fill vacancies from those candidates recommended by the Department.

The formulation of recommendations to the Office of Instruction in the planning and equipping of facilities that may be utilized by the Department.

The formulation of the departmental budget request. Alternatives of the

proposed budget by an appropriate administrative officer (1) will be made in consultation with the Department Chairman, and (2) in agreement with budget priorities established by the Department.

The formulation of departmental class schedules. Alterations of the proposed schedule by appropriate administrative officer will be made in consultation with the Department Chairman. The Department Chairman shall expedite the distribution of class cards at registration.

This proposal recognizes the necessity for and right of the administration -- through the area directors -- to make decisions based upon institutional policies. It also recognizes the real need to involve the expertise of faculty in these same areas. Unless this is done, policy determinations will be made without real knowledge of instructional or curriculum problems and needs. These are areas in which the faculty constantly functions and without benefit of their assistance, academic content and quality will suffer. The Forum does not seek control but only involvement through consultation with appropriate administrative personnel in each of the areas set forth in its proposal.

Under prior contracts, divisional chairmen receive a base pay of \$750 and an additional \$40 for each full-time division member. The Forum is cognizant that department chairmen will be relieved of a substantial portion of the administrative duty and detail required in former years. It will be necessary, nevertheless, that department chairmen formulate much of the budgetary, staffing and scheduling data

required and it is on this basis that a base pay of \$400 for each department chairman and an additional \$40 for each full-time instructor in the department is proposed. There were 14 divisional chairmen during the 1969-70 instructional year, the cost involved in payment thereof being \$16,040. Under the Forum's proposal, the cost of 21 department chairmen will be \$14,800.

POSITION OF THE BOARD

A major consideration in establishing 9 area directors and 21 department chairmen is the achievement of a clearer demarcation between administrative and faculty responsibilities. In prior years a number of conflicts arose because divisional chairmen were also members of the bargaining unit and faced divided loyalties in fulfilling the supervisory and administrative roles required of them. Under the Board's proposal, these functions will spin off and reside with area directors.

The Board's present proposal would clarify these areas, vesting all administrative functions in the area director and retaining to department chairmen those responsibilities which rightfully belong with faculty.

The Department Chairmen shall assist the appropriate administrative officer in coordinating the following collective functions of the Department:

- a) to aid in the analysis of the staff needs in the Department. The Office of Instruction shall make available

to the Department the application of all applicants it deems qualified to fill a full-time vacancy in the Department. The Department Chairmen shall assist the Office of Instruction in the screening of individuals to fill said full-time vacancies.

- b) to formulate recommendations for the Office of Instruction in the planning and equipping of facilities that may be utilized by the Department.
- c) the formulation of the departmental budget request. Alternations of the proposed departmental budget request may be made by the appropriate administrative officer after reviewing any priorities established by the department and consulting with the Department Chairmen.
- d) the formulation of master class schedules for the Department. Alteration of the proposed master schedule by an appropriate administrative officer may be made after consulting with the Department Chairmen.

Under this language, ultimate responsibility in the areas of instruction, planning, budget and scheduling resides with the administration, that is, the Office of Instruction, but the role and involvement of Department Chairmen is also clearly established. There is no intent to exclude faculty from participation in these areas but it must be clear that each is the proper province of the Board and its decision, acting through the administration of the College, is final.

The Board is proposing that Department Chairmen receive \$100 as a base rate and \$10 for each full-time instructor in the department. While this is substantially less than divisional chairmen received in

prior years, it takes into account that department chairmen no longer have the administrative and coordinating functions required of divisional chairmen in the past and that the requirement of reporting one week before and remaining one week after the regular instructional year will no longer exist.

FINDINGS AND RECOMMENDATIONS

The presentations made by the parties on the question of department chairmen indicate the very real need to establish clear lines of authority and responsibility between faculty and administration. While the Forum agrees that area directors undertake administrative functions and the Board contends that department chairmen will still be involved in all matters of faculty concern, the parties obviously pass each other in attempting to define the spheres of responsibility that each should occupy.

This question might best be approached by comparing each point in the respective proposals of the parties. Before doing so, however, it is noted that the Board proposes that department chairmen "shall assist" area directors in coordinating functions while the Forum's position is that the department chairmen "shall coordinate" each of the areas "in consultation" with the appropriate area director.

STAFFING

The Board indicates that while it seeks to submit the application of all qualified persons to the department, it is not obligated

to do so and cites as a reason therefor, a case where some 300 applicants applied for two faculty positions. It further indicates that while it will interview and rate applicants in the order of preference suggested by the department, it may go beyond these preferences if it finds none of the rated applicants acceptable.

The Forum seeks to have made available the applicants of all

qualified applicants with the requirement that vacancies shall be filled "from those candidates recommended by the Department".

RECOMMENDATION ON STAFFING

The Fact Finder believes the Board to be too restrictive in regard to forwarding applications to the departments. Even under the Forum's proposal, it is only "qualified applicants" whose applications need be forwarded. It is understandable that the faculty in any given discipline is desirous of reviewing all applications submitted by qualified persons: they are aware of developments in their discipline, of instructional goals and even of academic reputation of some applicants. The Board's argument that there often is a plethora of applicants for a particular position is not a valid reason to restrict the number of qualified applicants submitted to the departments. In this regard, if the administration is concerned about time factors, there is no reason why reasonable limitations thereon cannot be imposed by the administration.

The Board acknowledges past practice wherein it has always interviewed job applicants in order of the preference listed by the department. It is recommended that such practice be contractually provided but that the Board continue to have the right to go beyond those preferences in the event it finds the rated applicants unacceptable after they have been brought on campus and interviewed by both faculty and the administrative officers charged with ultimate responsibility for hiring. In short, this recommendation recognizes the ultimate right

of the Board to make the final decision but accords to the department the right to rate all qualified applicants with the requirement that they be interviewed in the order rated.

BUDGET

The Board's proposal vests the right to alter departmental budget requests in the appropriate area director after reviewing priorities with department chairmen. The Forum would have any alteration in the proposed budget made in consultation with the department chairman and in agreement with budget priorities established by the department.

While overall budget requirements and limitations will be known to the administration and may even be set forth in terms of specific dollar amounts available to the departments, the budget requests of each department will still originate therein and basic budget formulation and preparation at the departmental level will still be done, it is believed, by the department chairmen. This function should be undertaken jointly with the area director who will be aware of overall budget requirements. Where budget cuts are necessitated in any department, there should, of course, be consultation with the department chairman and it is believed that both proposals provide for this. However, the ultimate responsibility concerning priorities of the budget within the department must remain the province of the Board, and it is recommended that the contractual language recognizes this fact. Without doubt, administration disregard of priorities may effect teaching

content and quality but the ultimate responsibility here lies with the elected Board acting through the administration.

MASTER OR DEPARTMENTAL SCHEDULES

The Board's proposal grants area directors authority to alter departmental class schedules after consulting with the department chairmen. It is the Forum's position, however, that the formulation of the departmental class schedule be the responsibility of the department chairmen with alterations, if required, made "in consultation with the Department Chairman". Furthermore, the Forum's proposal contains the statement that department chairmen "shall expedite the distribution of class cards at registration", a provision found in former contracts.

In this area, it is my recommendation that the initial formulation of department schedules be the responsibility of department chairmen, subject to the right of the area director to make alterations in consultation with the department chairmen only on the basis of overall institutional objectives. The Board indicated some instances of faculty abuse where certain instructors were able to arrange classes or combine schedules to their own advantage so that their teaching assignments were either scheduled in the prime time zone (9:00 - 2:00) or with the effect that classes outside that zone were cancelled. It is believed that the department chairman, in constant contact with the faculty members of his department, is in the best position to formulate the schedule. Recognizing that he is a member of the bargaining unit and

that modification or adjustment in the class schedules may be necessary to maintain classes with certain loads or at certain hours in accordance with Board objectives, the area director should have the right, after discussion and review of these factors, to make changes where required.

DEPARTMENTAL PLANNING AND EQUIPMENT OF FACILITIES

In this area, the language utilized by the parties is similar. The basic difference is that the Forum proposes that the responsibility for the formulation of recommendations to the Office of Instruction in planning and equipping of facilities utilized in the department shall be the responsibility of the department chairmen. The Board contends that it is an administration function but recognizing that the chairman "shall assist" therein.

It is difficult to choose between the language submitted by the parties in this area. Here, the basic question is who has ultimate authority. I recommend that the parties vest that authority with the appropriate administrative officer. Nevertheless, there is no reason why the formulation of recommendations cannot be jointly undertaken by faculty and administration. Such language will recognize the right of the faculty to be involved -- from the beginning and at all steps in the formulation of these recommendations to the Office of Instruction.

After reviewing the functions, responsibilities and duties of department chairmen -- even under the Board's proposal -- I can find no basis to reject the Forum's position in regard to payment to department

chairmen. It should be a matter of some importance to the Board that well qualified people seek these chairmanships, for even though the administrative work and responsibility will now rest with area directors, the department chairmen will play a major role in the development and formulation in the areas of planning, staffing, budgeting and scheduling. The work which will devolve to him will still be great; a base rate of \$400 plus \$40 per full-time faculty member in the department should fairly compensate therefor.

PROBATIONARY STATUS

POSITION OF THE FORUM

Under the 1968-70 collective bargaining agreement, provisions relative to the status of probationary faculty members were set forth in Article II, Section A1-4. These provisions established a two-year probationary status for faculty members during which they are under "continuous formal evaluation". Procedures for this evaluation were detailed in the contract; of most significance was the cooperative evaluation by faculty and administration together with the techniques contained for development and correction. The contract provided that only the evaluation contained on approved forms would be used in making the determination as to continued employment of the probationary faculty member by recognized that the matter of continuation of probation or the granting of full status was solely in the Board's discretion -- based upon this evaluation.

The provisions of last year's contract worked in the past. The probationary instructor was judged only on his ability as a teacher and could not be released because the administration felt he did not "fit in" or was not otherwise suitable. Such considerations are invalid and result in a deprivation of civil rights. The former contract language recognizes the sole right of the Board to make the determination concerning the continuation of probationary status into the second year or the granting of full-status thereafter but requires that the decision be based on evaluations jointly undertaken by administration and faculty.

POSITION OF THE BOARD

The Board believes it essential that the contractual relationship recognize the need to evaluate a new instructor in areas other than professional competency. The probationary period provides this opportunity; the new teacher can be observed and it can be determined if he will be an asset to the college and exhibit the standards of excellence expected by it. The prior contractual provisions did not take cognizance of the inter-personal relationships involved in the retention of a new teacher, i.e., those relationships between teacher and student, teacher and teacher, teacher and administration, and teacher and the public. These are vital areas of concern to the Board and are generally recognized in the contractual provisions of other institutions.

Decisions in this area must rest within the purview of the administration. Under the Board's proposal, the Board would adopt evaluation procedures from either existing critiques or new ones to be developed by the administration in consultation with the curriculum instruction committee, and the evaluation would be jointly conducted by a faculty member and an administrator.

During the course of the instructional year, a probationary teacher could be terminated only for cause shown but in the event the Board does not desire to retain him at the end of that year, he could be released without recourse to the grievance procedure. In this event, however, he has the right to a hearing before the Board of Trustees and the latter would be obligated to review and consider his evaluation reports but would not be required to base its decision solely on those documents.

If the Board must show cause for releasing a probationary teacher, that is tantamount to the granting of full status upon initial employment. The very purpose of a probationary term is to allow the employer to assess the individual, to determine if he fits into the institutional setting and to provide for the selective elimination of those individuals who do not meet the standards of excellence of the college.

FINDINGS AND RECOMMENDATIONS

Although the Board has urged logical reasons for adoption of its proposal on probationary status, it has not indicated where the

prior contractual language has failed in the past. That does not mean that the provisions of the 1968-70 contract are necessarily adequate; there may be valid reasons to urge a change. I have carefully reviewed Article II, Section A1-4 of the 1968-70 contract and am impressed with the unusual excellence of the concepts contained and procedures provided in this area. In §2b, evaluation criteria are provided and the parties indicate that such has been established; while some improvement or revision may be required, these tools have worked in the past. The contract called for constant and continuing evaluation of the probationary teacher and if there was any failure in this regard it cannot be charged that adequate contractual concepts were lacking. The parties themselves -- especially the administration -- can insure that such evaluation is made in accordance with the agreement.

Section 2b(2) of Article II provides that evaluations will be made by the division chairman or a full status faculty member appointed by him and an appropriate dean or his designee. This language established a cooperative evaluation technique which seems both viable and desirable. Testimony by a Board witness during the hearings indicated that on one occasion, a division chairman was reluctant to place his true evaluation of a probationary employee in writing because he was a member of the bargaining unit. Rather than indicating a deficiency under this subsection, that testimony reveals a failure on the part of the administration to fully participate in the evaluation pro-

cedure as was its contractual obligation. With the establishment of another level in the administrative hierarchy, e.g., the area director, there is no reason why effective and continuing evaluation cannot be conducted by the administration.

It should be emphasized that the 1968-70 language gave the Board the sole prerogative for the continuation of the probationary status or the issuance of full status to the affected teacher although recognizing that the decision must be based on evaluation reports.

Rather than rejecting sound concepts contained in Article II -- with its emphasis on development and improvement of the new teacher -- the Board should bend every effort to make this article work. I would make the further observation that the fears of the Board in basing a determination of retention solely on evaluation of competency are totally unwarranted. I believe this to be the only proper area of consideration, for if the teacher is otherwise unsuitable or "simply doesn't fit in" I cannot see how such matter affects his teaching competency. It is excellence in instruction that should be sought and desired by the Board. If close and effective evaluation show a teacher to be unsuitable because he is incompetent, that is, he is a poor teacher, there is no need to continue his probationary status or to grant him full status. Furthermore, under the cooperative method of evaluation provided in the contract, it is conceivable that the faculty evaluator may differ in his conclusions from those reached by the representative of the administration. As long as the latter's recommendations are

based on the evaluation tools developed or to be developed and are honestly made, there is nothing to prevent the Board from accepting that evaluation while rejecting the other.

FULL-STATUS FACULTY

The 1968-70 collective bargaining agreement contained the following proviso in this area:

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

(1) By good and adequate cause is meant gross immorality or lapse of professional integrity. This would include inefficiency or incompetency, conviction of a felony, willful violation of contract or refusal to perform contractual duties.

The Board has offered a new contractual provision, only a portion of which is in dispute. The disputed provision states:

3. A full status contract may be terminated by the Board...for the following reason(s); ...good and adequate cause, (Good and adequate cause includes but is not limited to immorality, conviction of a felony, and incompetency);...

POSITION OF THE FORUM

The Forum proposes that the 1968-70 contract language be

retained in any new contract negotiated. That language indicates that full status faculty can only be terminated for "good and adequate cause", and defines good and adequate cause as "gross immorality or lapse of professional integrity" which would include "inefficiency or incompetency, conviction of a felony, willful violation of contract or refusal to perform contractual duties."

It is essential that any contractual provision adopted contain explicit reasons for termination. The past agreement between the parties -- while utilizing the phrase "good and adequate cause" -- specifically defined it. There is no reason to inject this language now, and the Board has shown no instance where it has failed to achieve its purpose. The Forum does not desire that inefficient or incompetent teachers be retained and agrees that those who refuse to perform their contractual duties or violate the contract may be discharged. The two categories of good and adequate cause set forth -- gross immorality or lapse of professional integrity -- are sufficient to cover these and other areas as well.

The Board's proposal contains words of disclaimer, i.e., the phrase "includes but it is not limited to". Under this term, there is no way for teachers to know the nature of the prohibited conduct and there is no assurance that activities which have nothing whatever to do with employment may be considered as cause by the Board under this language.

POSITION OF THE BOARD

The contractual provision appearing in the 1968-70 contract was extremely limited in application. It has been recognized that reasons exist which would justify termination of a teacher that cannot be contemplated in advance by the parties and set forth in the contract. For this reason, many contracts contained language authorizing termination for cause, or reasonable cause, or good and adequate cause. The Forum's fear that unfounded or frivolous charges may be made against a faculty member is not well founded when it is recognized that there is recourse to the grievance procedure and final, binding arbitration. Arbitrators regularly deal with the interpretation and application of contractual language calling for discharge for cause and there is no reason to believe that such language in a collective bargaining agreement at this college would provide any novel questions for arbitral determination.

FINDINGS AND RECOMMENDATIONS.

This is an area in which merit is found in the proposals submitted by both parties. Surely, an arbitrator has a clear touchstone upon which to base his award if the causes for discipline are specifically enumerated. There is no question that this also provides faculty with express knowledge of unsanctioned conduct, actions or activities. On the other hand, it is often extremely difficult to anticipate each and every type of conduct which should be proscribed in the contractual relationship.

In viewing the language in the 1968-70 contract, I do not believe the words "inefficiency or incompetency, conviction of a felony, willful violation of contract or refusal to perform contractual duties" restrict the terms gross immorality or lapse of professional integrity to those areas alone. The quoted words are illustrative only and one can readily perceive a number of forms of gross immorality sufficient to sustain a discharge. It is also understandable that the Forum objects to the phrase "includes but it is not limited to" in the Board's proposal since any and all violations of the provision provide for discharge. The Board argues that the words following the quoted phrase, to wit, immorality, conviction of a felony and incompetency are illustrative only. If this is so, it is possible to exclude the phrase "includes but is not limited to" so that the parenthetical phrase reads good and adequate cause may include immorality, conviction of a felony, and incompetency. I believe such provision would recognize that there may be other good and adequate cause besides the three areas set forth in illustration.

As an additional recommendation, the parties might consider a provision enumerating as causes for disciplinary action or termination, incompetency, neglect of duty, unprofessional conduct, immorality, insubordination, conviction of a felony, willful violation of contract, refusal to perform contractual duties "or other good and adequate cause". The addition of "or other good and adequate cause" to a list of specifically enumerated items, none of which are frivolous or "light", would

reveal to an arbitrator, I believe, that the other good and adequate cause must be of similar ilk.

To summarize, it would be best to list specific causes justifying the imposition of disciplinary sanctions including discharge. Recognizing the difficulty often confronted by the parties in attempting to do so, an itemization of prohibited conduct based upon the past relationship of the parties with the addition of "or other good and adequate cause" should provide to the faculty the type of protection it seeks. Finally, the phrase "includes but is not limited to" should be eliminated so that it is clear that the type of conduct following those words is illustrative only of the type of "good and adequate cause" which must be found to justify termination.

CURRICULUM INSTRUCTION COMMITTEE

Article VIII, Section E of the 1968-70 contract was entitled "Duties and Responsibilities of the Curriculum-Instruction Committee". In its entirety this provision read as follows:

1. Meet regularly with the Vice President for Instruction and his staff to present, consider, and resolve instructional and curricular problems of the college.
2. Pass on all proposed curriculum and course changes before they are recommended to the President and to the Board.
3. Facilitate communications between the faculty and the administration concerning instructional matters.

4. Accept and perform any other duties and responsibilities mutually agreeable to the Vice President for Instruction and the chairmen.

The membership or structure of this committee was not contractually established although in practice it was made up of the division chairman, the Vice President for Instruction, the area directors existing at that time, the deans, and certain other administrative personnel. Faculty membership was fixed but nowhere was Board representation clearly established.

POSITION OF THE FORUM

It is the Forum's contention that deliberate steps have been taken by the Board to reduce its participation and involvement in matters of instruction and curriculum. These are areas in which faculty has always been involved; curriculum innovation and development ordinarily originates in the various departments in which the particular discipline is taught.

It is essential that faculty have a voice in this area so that its recommendations may be meaningfully considered. The Forum is aware that curriculum changes must be approved by the Board and seeks only the right to have its recommendations submitted to the Board for consideration of that body. This position does not seek to assume any power now residing in the Board or administration but rather asks for recognition of the faculty's role in this area.

The Forum will accept the contractual provisions contained in

the 1968-70 contract. It also submits the following provision for consideration, believing that it clearly establishes areas of responsibility and recognizes the role faculty must play in each.

In order to facilitate communications between the faculty and the administration concerning instructional and curriculum development, a curriculum instruction committee is hereby agreed to.

1. The committee will consist of the Department chairmen, nine or less administrators and two students to be selected by the Student Senate.
2. The committee will elect its own chairman and determine its rules of procedure.
3. The committee will consider all curriculum and course changes proposed by the departments, and the Office of Instruction.
4. The committee will assume leadership in curriculum and development.
5. The committee will determine whether courses should be taught in combination or whether multiple sections of the same course should be taught in one assembly.

Note: If the committee determines that courses should be taught in one assembly then the instructor shall be given as much credit as if taught separately.

6. The committee shall determine in consultation with the department requests for different maximum class sizes than those established with these differences will improve effective teaching and learning.

7. The committee will present to the Board those recommendations requiring the Board's approval.

POSITION OF THE BOARD

The Board has never been opposed to faculty involvement and encourages it in order to obtain the viewpoint of instructors. The curriculum instruction committee can serve as a useful sounding board for this purpose. However, the Board does oppose faculty decision-making in this area, since it is clearly one for Board determination.

The Board has proposed the following provision in this area:

- Section I In order to facilitate communications between the faculty and administration concerning instructional and curriculum development, a Curriculum Instruction Committee will be established.
- Section II The committee will consist of the Vice President for Instruction, who will act as chairman, eight (8) Instructional administrators, eight (8) Department Chairmen, and two (2) students.
- Section III The Committee will consider all curriculum and course changes proposed by the departments and/or the office of instruction prior to recommendations being made to the President and the Board. They will also consider and review other matters relative to the curriculum and the instructional process.

FINDINGS AND RECOMMENDATIONS

In reviewing the presentation of the parties on this issue, I am struck by the adamant refusal of the Board to agree to a committee of faculty members to pass on questions of curriculum and instruction together with the administration's effort to insulate the elected Board of Trustees by steadfastly refusing to permit recommendations in this area to be presented to them. It may be that this has been the desire of the Board of Trustees in the past rather than the decision of the administration. In either instance it is indeed unfortunate that the Board seeks to block the existence of a faculty committee in this area.

The Forum urges faculty involvement and expresses its belief that this is a prime area in which it must be heard by the Board. Equally important, I believe, is the need for Board involvement in faculty matters. Developments in colleges and universities of recent years clearly indicates that the governing bodies of such institutions can no longer remain isolated from the day-to-day occurrences at and in the institutions governed by them. And I assume they no longer desire to do so. I strongly recommend to the parties that a faculty curriculum instruction committee be established and contractually recognized for the purpose of formulating, reviewing and recommending modifications, changes and innovations in curriculum and instruction to the administration and Board. These are areas in which faculty daily labor. Rather than fear its recommendations -- as I sense the Board does -- its existence and activity should be encouraged. There is no reason why

members of the administration cannot be members of the committee but the actions of that body should clearly reflect the thinking of faculty.

No suggestion is made that the actions and recommendations of the committee be binding on the Board. What is urged is that faculty recommendations find their way to the highest level of the college, that is, the Board of Trustees. There is no basis to assume that the work of such committee, composed of departmental chairmen, will not be "worthy" of consideration by the Board. Nor is it suggested that the administration be by-passed in this procedure. The recommendations of the committee should go to the appropriate area director for approval or disapproval. If the area director objects to the recommendation or any part of it, this position should be stated in writing and the committee's recommendation forwarded to the appropriate dean. If the recommendation is not implemented at that level or if it is disapproved, it shall be the committee's prerogative to present their recommendations of the President of the college. Should the latter disagree therewith, the recommendations, together with the recommendations of the President, should be transmitted to the Board of Trustees at the next regularly scheduled board meeting.

The adoption of this procedural framework will go a long way in restoring to the faculty the confidence and trust which they obviously lack at present. It should be noted that this recommendation deals only with curriculum and instruction, and, it is hoped, the Board will

sieze the opportunity to lift the veil of suppression and encourage faculty involvement in this area -- for the betterment of the college.

FACULTY RIGHTS (CIVIL RIGHTS)

Under Article II, Section B3 and 5, the following provisions were found in the 1968-70 contract:

3. When a faculty member speaks or writes as a citizen, he shall be free from administrative and institutional censorship and discipline.
5. Civil Rights. The Board recognizes the right of an employee of the College to take or refrain from taking a stand on a political issue and to support any issue or candidate. Such activities, however, must be conducted on the employee's own time and off the premises of the College. The employee will exercise reasonable care to show that he is acting in his capacity as a private citizen.

The parties have each submitted new proposals, and agreement has not been reached in this area.

POSITION OF THE FORUM

The Forum offers the following contractual language:

The faculty member is entitled to the enjoyment of his constitutionally guaranteed rights. When he acts as a private citizen, he shall be free from institutional discipline. The faculty member, mindful of his responsibility to protect his own and the institution's integrity, shall exercise reasonable

care to show that he is acting as a private citizen and does not speak for nor represent the college.

It is imperative that any statement of civil rights recognize the constitutional rights as well as the responsibilities of faculty. The Forum's proposal acknowledges the former point, recognizing that a teacher is clothed with the same civil rights as the general public. He is entitled to no less. In addition, there is recognition of the institution's integrity with the contractual obligation to use "reasonable care" to indicate that a faculty member is acting as a private citizen in any of his statements or writings in the public area and that he does not speak for the institution.

POSITION OF THE BOARD

The Board's proposal on faculty rights reads as follows:

Section 9. A Faculty Member is a citizen, a member of a learned profession and a representative of the College. When a Faculty Member speaks or writes as a citizen he should remember that his special position imposes special obligations and accordingly he shall at all times be accurate, exercise appropriate restraint, and shall show respect for the opinions of others in his writing or statements. Likewise when speaking or writing as a citizen, such activities shall take place on Faculty Member's own time and off the premises of the College. Every effort shall be taken by the Faculty Member to indicate he is not speaking as a representative of the College. Such statements shall be the concern of the College so long as they are not detrimental to students, the instructors effectiveness or to the standing of the College in the community.

In any statement of civil rights it is essential that the dual role of faculty be recognized. As citizens, they have the same legal rights afforded to all persons. However, it is essential that the dichotomy of roles occupied by them be recognized and respected. When a faculty member speaks out on public issues, his position as a member of the faculty affects the integrity and standing of the college in the community. It is essential that he be accurate and show appropriate restraint in his statements and respect for the position of others. Since he is speaking as a private citizen and not as a representative of the College, there is no hardship in requiring that such statements and writings take place off the premises and on the faculty member's own time. Here again, this requirement is essential to reinforce the fact that the teacher speaks for himself and not for the institution. There is recourse to the grievance procedure in the event it is thought a particular Board action in this area to be beyond the contractual pale.

FINDINGS AND RECOMMENDATIONS

In analyzing both positions, it is immediately apparent that the Board's statement serves to delineate or limit the areas in which faculty may speak or write on non-academic issues while the Forum's proposal is an affirmative statement acknowledging the rights of citizenship enjoyed by all including faculty and setting forth broad limitations on non-academic statements and writings. There should be no objection by either party to the first sentence contained in the Forum's

proposal. It is a statement that faculty members are entitled to the protection of their constitutional rights.

Since both proposals contain statements that a faculty member must take care to indicate that he is acting as a private citizen and does not speak on behalf of the college, I believe the statement in the first sentence of the Board's proposal, to the effect that in the area of civil rights, the faculty member is a "representative of the College" is misleading. There is no question that he is but inclusion of this language in this article clouds its purpose. Furthermore, to say that in his writings or pronouncement the teacher occupies a special position, has special obligations, "shall at all times be accurate, exercise appropriate restraint,...[or] show respect for the opinions of others" is I believe, a limitation on his rights of citizenship. Such language serves to place the faculty member in a very restrictive position concerning non-academic matters. When taken with the last sentence in the Board's proposal, that statements or writings cannot be "detrimental to students, the instructors effectiveness, or to the standing of the College in the community", there is clearly a muzzling of constitutional rights.

The Board's arguments that unless the role of the teacher vis-a-vis the institution and the community is clearly recognized, irresponsible statements may be made which will impair the standing and reputation of the institution in the community is answered by the Forum's language that the instructor, "mindful of his responsibility to protect

his own and the institution's integrity, shall exercise reasonable care to show that he is acting as a private citizen and does not speak for nor represent the college." That statement affords to the Board the protection it seeks. When the Board indicates that the Forum has access to the grievance procedure and uses this argument to urge acceptance of its proposal, it should remember that under the Forum's proposal, too, an arbitrator will be most mindful of the teacher's responsibility to "the institution's integrity" and the requirement that the teacher "exercise reasonable care to show that he is acting as a private citizen and does not speak for nor represent the college."

Likewise, the requirement in the Board's proposal that activities in this area take place "off the premises of the College" is hard to understand. Recognizing that this statement was found in the 1968-70 contract, it appears almost child-like to include it again. To require a faculty member to step across the center line of Haggerty Road before offering a statement of his own views which might possibly offend someone demeans not only this institution but all institutions of higher education.

I recommend adoption of the Forum's proposal because I believe it to be a proper statement of the teacher's rights and a clear statement of his responsibilities to the institution.

BOARD RIGHTS

POSITION OF THE BOARD

The Board seeks and believes it is entitled to a clear statement of its rights in relation to the Forum. It is not uncommon for questions to arise over implied rights or whether certain authority exercised by the institution prior to collective bargaining continue when not specifically covered in the contract. To achieve this end, the Board has offered the following proposal:

Except as modified by the terms of this Agreement, the Board shall retain all rights and powers to manage Schoolcraft College and to direct its faculty as conferred by the laws and constitution of the State of Michigan and of the United States and encompassed in the Board's responsibility to manage the Community College District. These rights and powers shall include, but shall not be limited to:

- (1) The executive management and administrative direction of its properties, facilities, and faculty.
- (2) The hiring, assignment, firing, and suspension of faculty subject to provisions of law.
- (3) The establishment or elimination of curricula, courses of instruction, and extra curricular programs.

The exercise of all the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of the Agreement and provisions of law.

POSITION OF THE FORUM

The Board is clothed with all rights and legal authority lawfully accorded it, and there is no need to contractually set forth anything further in this regard. To do so is another indication of the Board's efforts to limit and decrease the role of faculty.

It is the Forum's position that the following language found in the 1968-70 contract is not only a sufficient statement of Board's rights but affords to the Board all the protection and authority to which it is lawfully entitled:

The Board hereby retains and reserves unto itself all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

These are limited only as expressly limited by the terms of this Agreement.

FINDINGS AND RECOMMENDATIONS

The proposal offered by the Board is a concise statement indicating those areas over which the Board and the administration have sole control. I do not believe it invades any area of faculty rights not otherwise contractually limited. Furthermore, it is a helpful statement since it clarifies the areas in which the administration may act to manage the affairs of the institution. For these reasons, I recommend that the Board's Rights proposal offered by the Board be included in the contract.

EXTRA CONTRACTUAL ASSIGNMENTS (COACHING SALARIES)

Under the 1968-70 contract, 7 athletic coaches were paid at the following flat rate figures:

Basketball	\$1,000
Assistant Basketball	500
Cross-country	500
Golf	500
Tennis	400
Soccer	500
Swimming	500

The parties have not been able to resolve their differences in this area.

POSITION OF THE FORUM

It is the Forum's contention that the rates paid to coaches and teachers involved in extra curricular activity should recognize their level of experience in that activity. The only way this can be done is for the salaries for extra contractual assignments to be computed at a percentage of the master's salary scale. This concept recognizes that an individual who has been coaching for many years brings greater experience to that sport than does a new coach. These same concepts should be applied to the advisors in dramatics, the newspaper and the student senate.

The intramurals director has been required to teach about a half load in the past and the Forum seeks recognition of this fact in the reduction of his teaching load by 1/2. In addition, it is also proposed that teachers who supervise in these areas, e.g., intramurals, swimming and other events, receive a flat rate per hour or event. In

the past teachers have served as scorers, ticket takers, time keepers, announcers, etc. without receiving any additional pay.

Lastly, because of increased enrollments and activities in certain sports, new coaching positions should be established for soccer, swimming, wrestling, gymnastics, synchronized, and in women's basketball, field hockey and volleyball.

The Forum's proposal is as follows:

COACHES - MEN'S ATHLETICS

<u>SPORT</u>	<u>%</u>	<u>% x M.A. SCALE = SALARY</u>	<u>EXP.</u>	<u>COST</u>
BASKETBALL	14	14 x 11,400 = 1596.00	4	596.00
BASKETBALL - ASST.	7	7 x 10,200 = 714.00	2	214.00
CROSS COUNTRY	8	8 x 10,200 = 816.00	2	316.00
GOLF	7	7 x 11,400 = 798.00	4	298.00
SOCCER	10	10 x 11,400 = 1140.00	4	640.00
SOCCER - ASST.	5	5 x 9,600 = 480.00	1	480.00
SWIMMING	10	10 x 10,800 = 1080.00	3	580.00
SWIMMING - ASST.	5	5 x 9,600 = 480.00	1	480.00
TENNIS	7	7 x 10,800 = 756.00	3	356.00
WRESTLING	10	10 x 12,600 = 1260.00	6	1260.00

COACHES - COED

CHEERLEADING	4	4 x 10,200 = 408.00	2	258.00
GYMNASTICS	6	6 x 11,400 = 684.00	4	684.00
SYNCHRONIZED	4	4 x 9,600 = 384.00	1	384.00

COACHES - WOMEN'S ATHLETICS

BASKETBALL	6	6 x 9,600 =	576.00	1	576.00
FIELD HOCKEY	5	5 x 10,200 =	510.00	2	510.00
VOLLEYBALL	5	5 x 10,200 =	510.00	2	<u>510.00</u>
TOTAL FOR COACHING					\$8,142.00

ADVISORS

DRAMATICS	7	7 x 12,600 =	882.00	6	282.00
NEWSPAPER	7	7 x 9,600 =	672.00	7	72.00
STUDENT SENATE	7	7 x 9,600 =	672.00	7	72.00

SUPERVISION

INTRAMURALS	\$ 5/hour
SCORERS	\$10/game
SUPERVISOR FOR EVENT	\$10/game
SWIMMING ANNOUNCER	\$10/meet
SWIMMING SCORER	\$10/meet
SWIMMING TIMER	\$ 3/meet
TICKET TAKER	\$7½/game
TIMER	\$10/game

POSITION OF THE BOARD

The Board believes that the past practice between the parties of paying for coaches on a flat rate basis should be continued. Only in this way is it readily apparent to each individual involved or who

desires to become involved what the pay is for that particular sport. The Forum seeks not only to increase the pay but to change the method of payment. This would require negotiations not only as to the rate but to the percentages in each contract.

The question of creation of new coaching positions is for the Board's sole determination and not subject to negotiation. The advisors set forth in the Forum's proposal have been paid from other sources than the athletic budget and should not be involved in these considerations. Furthermore, the question of payment for athletic or intramural supervision is also new and should not be here involved. In the past, many of these activities have been performed by both bargaining and non-bargaining unit employees, or have been considered part of the duties of the faculty in the athletic department.

The Board's proposal is as follows:

Basketball	\$1,200
Asst. Basketball	600
Cross-country	700
Golf	600
Tennis	600
Wrestling	800
Soccer	800
Swimming	800

This proposal contains significant increases over the present payment made to coaches and is certainly fair and equitable. It also includes

the creation of a new coaching position for wrestling.

FINDINGS AND RECOMMENDATIONS

I am in agreement with the Board's basic position in this area. While valid arguments can be made for either concept -- flat rate or percentage -- the parties have operated under a flat rate salary in the past. In a field such as coaching, it is recognized that the skills possessed and motivations furnished by coaches are, at times, completely divorced from experience. In other words, new blood is often quite helpful. On the other hand, a good coach should be compensated for his skills, ability and experience in the sport. I believe a flat rate salary can accomplish this end, especially when it is subject to periodic renegotiation with each new contract. I recommend adoption of the Board's proposed pay rates.

It is also found that the creation of new coaching positions falls within the Board's sole determination and will not be considered further in this report. On the question of payment for supervision in athletics and intramurals, I do not believe that the events involved in the Forum's proposal are a regular part of the instructional load, and if the Board expects this type of supervision from members of the athletic department staff, they should be compensated accordingly. However, it is noted that these activities have been handled by non-bargaining unit persons at times in the past, and this area must be returned to the parties for further examination in accordance with this recommendation. The same must be done concerning compensation to

advisors; there is some question as to whether this matter is in the athletic budget or is compensated from other sources and since there was no development of this issue it, too, is returned to the parties for further examination and negotiations.

Lastly, although the Forum requested that the Intramurals Director be contractually entitled to reduction in this teaching load by 1/2, the record does not reveal his activities in general, the nature of the teaching, or his duties as Intramurals Director. Accordingly, no recommendation is made on this point.

RETROACTIVITY

A dispute in this area exists concerning the salaries for those bargaining unit members who worked during the summer session starting July 1, 1970, after the expiration of the 1968-70 contract.

In June, the Board submitted to the Forum a statement setting forth the method and amount of payment to be made to faculty employed following July 1. This statement contained the following item:

NOTE: The terms and conditions of the new Collective Bargaining Agreement shall not be retroactive, but shall take effect on the date such Contract is executed by the parties and for the period set forth in said contract.

POSITION OF THE FORUM

The concept of retroactivity for bargaining unit employees

working after the expiration of the collective bargaining agreement and before a new contract is adopted was provided in Article XIII, §A of the 1968-70 contract:

The salary provisions of the 1968-1969 portion of the final Agreement relative to counselors and assistant librarians shall be retroactive to July 1, 1968.

Had the 1968-70 contract continued in existence following July 1, 1970, these faculty members would have been entitled to increments on July 1.

In agreeing to work after the expiration of the 1968-70 contract, the Forum did not agree to the quoted note. Equity requires that upon adoption of this collective bargaining agreement its terms be made retroactive to cover those persons who agreed to work without a contract.

POSITION OF THE BOARD

The Forum was notified in June that if its members worked it would be on the basis of last year's salaries. It ill-behooves the Forum to seek retroactivity now in direct violation of the agreement previously made.

FINDINGS AND RECOMMENDATIONS

The Forum's argument that under the old contract the faculty working after July 1, 1970, would have been entitled to raises is an assumption made not in accordance with fact. There was no contract and

the parties met the issue in another way. Granted that the caveat contained in the Board's statement of methods and amounts of payment was not expressly agreed to by the Forum, it nevertheless was part of the agreement submitted in June under which faculty and others agreed to work. Tacit contractual approval is as valid as an express statement and it would, I believe, be violative of the agreement between the parties to recommend retroactivity. Accordingly, it is my recommendation that the Forum's demand for retroactivity in regard to pay after July 1 and before adoption of a new collective bargaining agreement be rejected.

CONTRACT FORMS

The parties previously have reached agreement in the area of temporary and full-status contracts. However, an issue remains concerning the contract forms to be utilized thereunder.

POSITION OF THE FORUM

It is the position of the Forum that the contract forms to be used for temporary and full time faculty should make no reference whatever to the master agreement, that is, the collective bargaining agreement between these parties, and that the master contract should contain the following statement:

All individual faculty members contracts shall be made expressly subject to the terms of this agreement.

POSITION OF THE BOARD

On August 22, 1970, certain sample agreements were submitted by the Board to the Forum for consideration. These had been developed in accordance with the contractual language upon which agreement had already been reached. Because of the pressures of negotiations the parties never returned to a consideration of this question.

FINDINGS AND RECOMMENDATIONS

It is patent that both sides recognize that there was insufficient time to consider this area because of the strike which occurred August 24, 1970. Both sides, I believe, are ready and willing to meet in this area and should do so. Since the basic contractual position has been agreed to, little additional work is envisioned in placing the employment contracts in final form.

The only other issue here involved is whether or not the individual employment contracts should contain any of the provisions of the master agreement. In this regard, the contractual provisions set forth under the Forum's position is a valid statement and it is recommended that it be included in the agreement. However, there may be instances where certain express statements are necessary in individual contracts of persons not in the bargaining unit since the master agreement does not extend to them. Since the issue has not been clarified by the parties, it is returned to them for additional negotiations.

COMBINED OR MULTIPLE SECTIONS

POSITION OF THE FORUM

Under the 1968-70 contract, an instructor lecturing to combined sections of the same course was given as much credit as if each section was taught separately. This has been a practice of long standing at the institution, having existed since its inception. It recognizes the need and benefit, in certain areas, for combining various sections of the same course into one larger unit: students receive a benefit since it prepares them for the type of lecture and lab situations found at the university level; in having a schedule of combined sections and individual sections, it permits both individual treatment and large group involvement; it benefits faculty by allowing innovation in methodology; because a number of sections are present in a combined section situation, it permits speakers to be brought in to instruct such larger groups; it utilizes room space with greater efficiency; and it saves money for the institution by allowing more students to take particular courses.

The Forum also proposes that the curriculum instruction committee should be the body to determine if multiple sections of the same course should be taught since this is basically a faculty consideration.

POSITION OF THE BOARD

In past years, there have been some abuses perpetrated in scheduling combined sections. Instructors were given the same amount

of credit hours for a combined section as if they had taught each section separately. In other words, a faculty member lecturing three sections of one course received 3 credit hours in his basic load assignment. By "bunching up" or scheduling several combined sections in two or three courses, it was possible for a particular instructor to reach the required load while actually instructing for a very limited amount of time.

The parties have already agreed to the substitution of contact hours for credit hours. It is the Board's proposal that a teacher receive credit for one contact hour for each hour he actually instructs, regardless of the number of sections combined. Under this approach, a teacher lecturing to three combined sections for one hour will receive one contact hour credit just as he will if he teaches a single section of the same course for one hour.

The establishment of schedules calling for combined sections has been a joint undertaking of faculty and administration in the past with the Board having the final right of approval. Since this field deals with the overall scheduling of classes and in order to prevent abuses, the authority to establish combined or multiple sections should remain with the Board.

FINDINGS AND RECOMMENDATIONS

Since the institution of this college, combined sections have been approved by the Board and have been a regular part of the scheduling of the institution. The Forum acknowledges that there have

been some instances of abuse but does not believe these to be sufficient to change the credit given for instructing the larger classes. In the past, the fact that a separate credit hour was given for each section taught even on a combined basis presented an incentive to the faculty member to accept such courses.

I can also see some possible unfairness unless a weighted value under the contact hour theory is given for teaching combined sections; while the parties did not develop this aspect of the issue, I can contemplate differing instructional problems and situations in instructing separate as opposed to combined sections. Since this area has not been worked out to date, it is my recommendation that the parties continue under the same practice which has existed since the inception of the institution by granting the same amount of credit or contact hours for combined and individual sections taught. With the advent of the area director there should be greater assurance that the schedule abuses of which the Board complained can be eliminated in the future. This is the type of administrative supervision that should rest with the area director.

Lastly, the determination of which courses should have combined sections should remain that of the Board. However, if the make-up of the curriculum instruction committee is modified as recommended in an earlier section of this report, recommendations concerning combined sections could readily be channeled through that committee. However, I am certain that a close working relationship between the

department chairman and the area director is desired here since the matter involves courses to be taught in the particular departments.

NO STRIKE CLAUSE

POSITION OF THE BOARD

The Board believes that inclusion of a no strike clause in this contract is required. Although prior contracts have not had such provision, it is made necessary by the viewpoint of some people that while the statutes of this state clearly prohibit a strike, the law does not mean what it says.

The Forum should have no objection to a provision requiring it to live within the contract as negotiated. It is proper to expect the Forum to take steps to avert any impending strike or to bring to a prompt termination an existing strike, slow-down or work stoppage.

The language proposed by the Board states:

So long as this Agreement is in effect the Forum shall not cause, or permit faculty members represented by it to cause, nor will any faculty member represented by the Forum to take part in any strike, slowdown, planned inefficiency, stoppage of work, or any other curtailment of work or instruction or interference with work or instruction for any reason whatsoever. Nor will the Forum threaten, induce, authorize or sanction the same. Faculty members who violate the provisions of this section shall be subject to discharge or any lesser disciplinary action the Board shall impose without recourse to the grievance procedure. Upon learning

of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment, restriction or interference with work or instruction, the Forum shall take all necessary steps to avert or bring such activity to a prompt termination.

It should be noted that there is recourse to the grievance procedure on the question of cause, that is, were the provisions of the no strike clause violated. However, if the answer is in the affirmative, there can be no review of the penalty.

POSITION OF THE FORUM

The existing law makes illegal a strike or unauthorized work stoppage by teachers and no value can be seen in adding a clause to the contract. There has never been an incident of a strike, work stoppage, or slowdown at the institution, and no other collective bargaining agreements at the college contain such provision. Furthermore, under the proffered language, a teacher who refused to cross a picket line would be in violation of the provision and certainly that is not the intent of a no strike clause.

FINDINGS AND RECOMMENDATIONS

I can see no valid objection to the inclusion of a no strike clause in this collective bargaining agreement. The clause as offered is very broad and the parties may well be advised to consider it further. For example, the use of the word "permit" in the first sentence of the section raises a question as to the Forum's activity in the event of a

wildcat strike. Certainly, the last sentence of the proposal clearly delineates both the responsibility and called-for action of the Forum and should be sufficient. It is also noted that under the draft language it is only a faculty member "represented by the Forum" who cannot take part in such unauthorized strike. Surely this was not the intent of the Board and can be readily remedied by deletion of the words "by the Forum" from the sentence. It should also be made clear that if the Forum honestly advises the Board that certain proposed action may result in an unauthorized or wildcat work stoppage, such statement will not be considered a threat within the meaning of the second sentence of the section.

I am convinced that disciplinary sanctions imposed by the Board for violation of this provision should be subject to the same recourse as any other contract violation. Recognizing that unauthorized acts under this provision are of the most serious nature, it is recommended the extent of discipline imposed by the Board come within the grievance procedure. There have been numerous occasions when large numbers of individuals involved in an unlawful work stoppage were discharged and it subsequently was shown that pressures applied by those who incited the unlawful action resulted in some of the individuals joining therein. While I am certain that the Board would be cognizent of these distinctions, there is no reason to believe that an arbitrator will not fairly apply contractual standards and sustain Board action where it is justified. While a teacher observing a picket line will

suffer financial loss thereby, he should not be subject to discipline. However, this should only apply to authorized strikes of certified bargaining agents at the institution.

BARGAINING UNIT STATUS - AUTOMOTIVE SERVICE
LABORATORY INSTRUCTOR

POSITION OF THE BOARD

In the past, this classification has been within the bargaining unit. However, it should not be since the individual so classified has no instructional duties or responsibilities whatsoever. His duties relate to the college's auto lab which is run much as is an automobile dealership service garage. He is responsible for scheduling work on automobiles, the work orders involved, the purchase of parts for particular vehicles, the maintenance of a garage inventory, the collection and accounting on monies for repairs, and the maintenance of the equipment in the garage. Since he does not fit into the classification of instructor, librarian or counselor, his inclusion in the bargaining unit, originally the result of a mistake, should be ratified at this time.

POSITION OF THE FORUM

The individual filling this classification was originally hired as an instructor. He was so listed in the 1966-67 catalogue and again in the 1967-68 catalogue. He has conducted classes in the past and his job description has been part of the collective bargaining

contracts to this time.

Other non-instructional personnel are members of the bargaining unit, to wit, personnel in the culinary arts department. The only reasons the Board seeks to exclude the position from the bargaining unit is the problems encountered with the particular individual holding the job. Assuming difficulties do exist, such rationale is not the basis for excluding the job from the bargaining unit.

FINDINGS AND RECOMMENDATIONS

The automotive service laboratory instructor has occupied an instructional position at this school in the past although his more recent duties have involved the automotive laboratory. It is noted that the duties and responsibilities set forth for this classification in the 1968-70 contract require that he "Assist students in the proper use of all tools and equipment" and "Maintain proper order and discipline in the laboratory". He is also responsible for the arrangement of vehicles and component assemblies for training, and for the "Diagnosis and recommendation for corrective action of vehicles". These duties and responsibilities contain instructional aspects even though the position is not one of instruction.

If the Board seeks to exclude this position from the collective bargaining unit, it is recommended that it do so in another forum. If the particular individual filling the job now is not doing so in accordance with contractual requirements or the duties or respon-

sibilities as set forth in his job description, a remedy also exists for correction.

COURSE PREPARATIONS

POSITION OF THE BOARD

A course preparation is defined as the time needed to prepare one or more sections of a single course. In other words, if a teacher instructs the same course on ten different occasions he is credited for only one course preparation. If he teaches five separate hours of one course and five separate hours of another, he is credited for 2 course preparations. The number of course preparations assigned to an instructor as part of his basic load at any one time during the semester did not exceed 3 course preparations under the 1968-70 contract. In those cases where the faculty member had more than 3 course preparations he was entitled to extra compensation in the amount of \$300 for each. In the last instructional year there were a number of instances in the physical education department and in related instruction courses in the apprenticeship program where the Board was required to pay additional monies in substantial amounts.

It is the Board's position that the number of course preparations in physical education and in the related instruction courses should be set at 5 so that no additional compensation will be received until a particular instructor in either of these departments exceeds five course preparations.

In physical education, there are a great number of different

sport activities taught during the school year. Many of these are scheduled for limited periods of time less than a semester. There must be a recognition that faculty members handling a number of these courses -- exceeding three separate courses at one time -- are not entitled to extra compensation. It is not contemplated that the preparation time involved in this area will be as great as in other courses spread over the entire instructional term.

The related instruction area contains a newly created program which existed for the first time during the last instructional year. It was necessary to fit the contractual language concerning course preparations to the actual situation involved with the resulting requirement of payment of substantial amounts of extra compensation. While the faculty member teaches a variety of apprenticeship courses, it must be recognized that the same instructional material or areas are duplicated in some of them. A valid basis exists to increase the number of course preparations in the basic teaching load in this field.

POSITION OF THE FORUM

The Forum recognizes that some differences do exist in course preparation requirements in physical education and related instruction areas, and for this reason is agreeable to increasing the course preparation requirement to 4 in the basic teaching load rather than the 3 applicable in all other areas.

One reason for the payment of additional compensation in the physical education field in the 1969-70 contract year was the effort

of faculty members in that department to achieve more equitable scheduling. Furthermore, for three years prior thereto, no extra compensation was ever demanded although physical education faculty regularly exceeded three course preparations.

FINDINGS AND RECOMMENDATIONS

While both parties recognize the need for adjustment in course preparations, their differences disclose that any modification is a purely arbitrary one. I am in agreement with the Board's contention that the problem has arisen at least in regard to related instruction because the position is new and had to be fitted to the existing contractual framework. As to physical education, it appears that faculty has undertaken additional class preparations without requesting compensation therefor until the 1969-70 instructional year. One reason for the additional class preparations in this area may have been that in the early years of the institution, physical education courses were scattered in various locations off campus.

I would recommend a gradual modification in this area with the parties agreeing to a basic course load limitation of 4 course preparations in the areas of physical education and related courses in the apprenticeship program under this contract. This will give each an opportunity to more closely observe the effects thereof. Increases can be made in subsequent contracts where necessary.

SUPPLEMENTAL ASSIGNMENTS

In the course of the hearings, the Forum raised the area of supplemental assignments as they relate to sick days, personal days, class size, length of a class session and the grievance procedure. What is involved here in the applicability of contractual provisions in those situations where a member of the faculty teaches one evening class when he has a full daytime teaching load as well. Another instance where these areas are in issue relates to teachers working in extensions of the regular instructional year such as an 8 week spring or summer session.

In these situations a question exists as to what sick day benefits are available to the instructor carrying the full day load who is ill on a day of the week when he is only scheduled to teach a night class. Does a faculty member instructing in an 8 week extension receive an additional number of personal leave days? Is the grievance procedure available in all instances involving supplemental assignments?

Although it was indicated that this area had been briefly discussed during negotiations neither party presented or developed a position in regard thereto. Obviously more time is required at the bargaining table to shape these issues and seek agreement and the parties are urged to do so. The only recommendation offered is that when agreement is reached, the provisions thereof including monetary matters be made retroactive to the date the contract is effective.

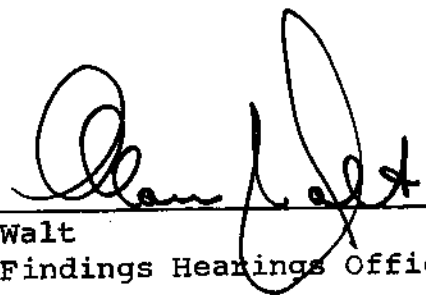
CONCLUSION

It is my belief that a few basic areas of fundamental differences exist in a relationship between the parties. In addition to the position presentations made at the hearing, I was also struck by the existence of the distrust of Board intention expressed by many Forum members and the apparently real fear of Board representatives that the faculty might somehow invade the province of the administration and the elected Board of Trustees.

Whether or not the parties agree with the foregoing recommendations, I have attempted to clearly delineate areas of responsibility reserving unto the Board those decisions required for the successful operation of any institution of higher learning. By the same token I have sought to involve the faculty to a much greater extent in the one area in which they definitely should be involved -- instruction and curriculum. Recognizing that even here the Board has not only the ultimate responsibility but may veto any recommendation or program it believes should not be undertaken, I urge the Board to accord to the faculty a full voice and an open avenue for ultimate review by the Board of Trustees. If the Board will recognize that in the past it has done an admirable job of selecting the highest caliber of faculty and that these same people occupy or will occupy department chairmanships, it should seek every opportunity available to solicit the viewpoint of faculty in the mentioned area. If this step forward were taken at this time, I believe the distrust which I found among faculty would

immediately disappear.

DATED: September 12, 1970.



Alan Walt
Fact Findings Hearings Officer