

1666
1.

FF 2/16/79

IN THE MATTER OF
FACT FINDING
Between

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Southwestern Michigan College
-and-
Southwestern Michigan College
Education Association

Michigan Employment
Relations Commission
Case No. L77 D468

APPEARANCES

For the College

David C. Briegel, Vice President for Business Affairs

For the Association

Tom Patterson, Michigan Education Association

S. Eugene Bychinsky
Fact Finder

Date: February 16, 1979

Responsive to the order of the Michigan Employment Relations Commission, appointing the instant Fact Finder, and directing him to conduct a fact finding hearing pursuant to Section 25 of Act 176 of the Public Acts of 1939, as amended, and the Commission's Regulations, a hearing was held in the Grand Rapids offices of the Michigan Employment Relations Commission on December 13, 1978. At this hearing, representing the Southwestern Michigan College Education Association was Mr. Tom Patterson of the Michigan Education Association. Representing the Southwestern Michigan College was David C. Briegel, Vice President for Business Affairs.

Prior to this hearing the parties met with the Fact Finder on two different occasions in an effort to establish the ground rules for the hearing and to further explore the issues in dispute to clarify them for the Fact Finder. Prior to the December 13 hearing, the parties had been requested to exchange all exhibits that they had developed in support of their respective positions on the issues. This exchange had in fact been accomplished prior to the hearing, and substantially facilitated the proceedings at the hearing. Further, at the hearing, both parties were free to introduce any additional exhibits that they felt would assist in explaining their position, following a study of the other side's exhibits, and both sides were afforded full opportunity to question or explain their position with respect to all items at issue.

The statement of facts constituting the issues involved is as follows:

Statement of Facts Constituting the Issues Involved.

<u>Association</u>	<u>Board</u>
1. Dues check-off (as in last contract.)	1. No dues check-off.
2. Definition for Contact Hours and Course Preparation.	2. No definition.
3. Hours of Employment.	3. Open to any assignment.
4. Sick Leave (days per year and accumulation).	4. Same as Association.
5. Letter of Appointment	5. Reject
6. Grievance Procedure - Terminal step to be Binding Arbitration.	6. No Binding Arbitration.
7. Staff reduction and recall language.	7. Reject.
8. Change dates to reflect duration of contract and other general contract dates.	8. Reject.
9. Annual (probationary) contract.	9. Reject.
10. Continuing Contract.	10. Reject.
11. Faculty Evaluation Form.	11. Reject.
12. Salary Schedule and Extra Pay Schedule.	12. Reject. 1977-78 - Flat Increase of \$877 per faculty member. 1978-79 - Flat Increase of \$1,000 per faculty member.

Background Information:

Southwestern Michigan College is a Community College located in Dowagiac, Michigan. It has a staff of approximately 45 faculty. Staff size varies with the needs of the Community College offerings. The last Agreement between the parties was a contract that was entered into in 1975, and expired

at the close of the Academic Year in 1977. Negotiations started on a new contract on June 10, 1977, but after several sessions, being unable to resolve the issues that were at impasse, a Mediator was called in who, following a review of the situation, ordered the parties to return to the bargaining table. Negotiations then resumed and in time the parties were able to reach agreement on all but three issues. Dues Check-Off, Contact Hours and Credits, and Salaries and Fringe Benefits. Negotiations broke down on these issues, and ultimately the College made a last best offer to the Union, which following its rejection by the Union, was implemented by the College. Negotiations continued, however, on into the middle of March of 1978, when the Association returned with new proposals, which, according to the College, increased the issues at impasse from three to twelve. The parties were again unable to reach agreement, and in September of 1978, the second part of the "Last Best Offer" was put into effect by the College, following its rejection by the Union. The Union has maintained that there has been no change in the Board's position in the past 15 to 16 months. The issues that were returned to the table were returned because of lack of a contract. In this 15 to 16 month period new issues have arisen, consequently calling for new proposals. The Union felt that on all but the three issues that were left at impasse in 1977, that the

parties were not far apart. As far as the other nine issues are concerned, the Union felt that there was no priority of interest in a given issue, but they were all of interest to the Union.

The specific issues at impasse will be taken up in the sequence as presented in the Petition for Fact Finding.

Issue No. 1 - Dues Check-Off

It is the Union's position that dues check-off should be included in a new contract, because all agreements between it and the College that have existed previously have had dues check-off provisions. The Union points out that in 1969, the year of the first contract between the Association and the College, a dues check-off provision was included. Except for a one year gap between 1969 and 1974, dues check-off was included in the contracts and that all contracts that have existed between the parties have had a dues check-off provision. In stating its position, the College has pointed out that the collection of Union dues through a payroll deduction program increases the workload and responsibility of Business Office Personnel of the College. It further maintains that collection of dues from Union members is the responsibility of the Union and not the College, and that the collection of Union dues is nonproductive to the College in terms of its cost/benefit. In furthering its argument and its rebuttal to the College

position, the Union contends that the workload increase is of minor significance; that the College has seen fit to have dues check-off in previous master contracts, and dues check-off is a factor in the settlement of the contract.

There can be no doubt but that the collection of Union dues through a payroll deduction plan does in fact increase the workload and responsibility of the Business Office personnel of the College and that the collection of dues from Union members is the responsibility of the Union. However, in about every contract that this Fact Finder has seen and been involved with the collection of Union dues through a payroll deduction plan has been agreed upon by the parties. It is probable that this fact has evolved from a recognition that as between the Union and the Employer, it is much simpler and less costly for the Employer to effect a payroll deduction program for the deduction of Union dues. Ultimately, the employees pay for whatever services they get from the Union. For them to be asked to pay for a Union collection system, which because it is more expensive would increase the level of dues, does not seem to be productive. Because it places a responsibility on the College, appropriate indemnities must be provided by the Union to the College with respect to timeliness of authorizations and the effect of errors that may come into the process by the well intentioned activities of the Employer.

Thusly, it is recommended that the collection of Union dues be viewed as a benefit to the employees that is most expeditiously and economically provided by the College. To the extent that the collection of dues by payroll deduction reflects an increased cost, that factor, (to the extent that it is of significance) could be appropriately taken into consideration with respect to the total economic package that is ultimately agreed upon.

Issue No. 2 - Contact Hours and Course Preparation

The Union seeks to have the contract contain a definition for contact hours and a recognition of course preparations. It is the College position that the annual maximum load of 32 credit hours or 41 contact hours, whichever occurs first, has been accepted as fair and acceptable by both parties for over 5 years and has been "memorialized" in all previous contracts. This work load, the College claims, is based on two academic semesters totaling 30 and 2/5th weeks of instruction and related instructional activities. Further, the College claims that the current procedure for scheduling lab sessions is consistent with existing practices in higher education and that a reduction in lab contact hours would obviously reduce the instructional time with students and faculty load for lab courses. This would slash productivity below the current level, which the College considers a minimum for effective operations. The College

points out that changing of the credit hour and contact hour system that has been observed for the past five years would require a new staff for lab courses that are marginal in terms of enrollment, and thereby impair institutional efficiency. The main point of contention that appeared from the fact finding hearing was that when the College shortened its semester period to what is called an accelerated schedule of four months, one month, and four months, they compensated for the shorter schedule by extending the class period from fifty minutes to sixty minutes. While the problem appears to have been worked out, in most of the areas where lecture work only was involved, it was the position of the Union that the problem still exists with respect to the Vocational-Education and Health-Education type of courses which involve extensive laboratories. At the hearing there was testimony to the effect that nursing students in a hospital were not allowed to leave the floor for rest periods that would otherwise be available to the teacher, and that students could not remain on the floor without the teachers presence. It was maintained that the contract with the hospital required that the nurse teacher assume the responsibility with respect to patient care that is normally assigned to the employees of the hospital. The College traversed this argument by presenting the specific contracts that are in existence between the College and the hospital. No such requirement appeared from these contracts. While it is

recognized that the training of nurses involves responsibilities to third parties, namely patients, it must also be recognized that a student cannot assume the responsibility of the hospital staff nurse. It is further recognized that the whole problem of dealing with nurses rights as well as nurse-teachers responsibilities in a hospital situation mandates that at times their right to leave the patient cannot be predetermined minute by minute by a contract. Rest periods are necessarily arranged around the urgent needs of the patient, and likewise it would be assumed that a proper nurse teacher as an employee of the College, would train students to recognize their full responsibility, not as a student necessarily, but with the full responsibility that they will assume some day as a nurse in charge of an area of a hospital. That responsibility will of necessity include not abandoning the patient for a coffee break or a stipulated rest period. In this particular area, where the lives of third parties are involved, nurse Associations have long sought an answer to this particular problem, but to no avail. This is an area where judgment in specific instances must be used and an over-all sense of fairness developed.

With respect to laboratory periods that involve several hours, it is the recommendation of this Fact Finder that arrangements be made to run the lab for the same number of minutes that classes would run, and that normal passing time that would be present between lectures be deducted from the total lab time, so that an instructor of a two hour lab

who chooses not to have a ten minute break at the end of the first hour, will then be permitted to discontinue his class twenty minutes before the commencement of his third session.

It must also be recognized that there cannot be precise minute by minute comparability of responsibilities day to day. It may be that in the nursing area, the ten minute breaks between each clock hour must be utilized for specific patient care and training. Consequently, it must also be recognized that at times, this break period may be longer. It would seem to this Fact Finder that a sense of professional responsibility would handle this problem rather than leave it as a contentious matter.

In summary, therefore, on this issue, it is recommended that the contact hours that have been in effect for the prior period be maintained and that appropriate adjustments be made, if they haven't already been made, for the shorter term of the semester. Additionally, laboratory periods should recognize the accumulative effect of the ten minute passing period between each clock hour, whereby the class may be dismissed at the end of a laboratory period at a time that would recognize this cumulative affect.

Issue No. 3 - Hours of Employment

The prior contract that existed between the parties contained three sections relating to the hours of employment.

Specific issues have arisen with respect to requirements of the College in particular programs. It was the contention of the Union that Nursing instructors are required to attend a Capping Ceremony which in effect is a form of graduation ceremony in which the nurses who have successfully completed their program are presented a badge of distinction - their cap. It is a ceremony that is usually held at a time when parents, relatives and friends can attend. At the College in Dowagiac it has been determined that the Capping Ceremony is appropriate. While the individual nurse may feel that it is an archaic ceremony, the College has determined that it will continue. In the case of Southwestern College, the Capping Ceremony is held on Sunday and faculty are required to set up and prepare the social activities and to serve as hostesses, etc., during the tea that usually follows, and then to assist in the clean-up following the ceremony. Capping Ceremonies are held at two times during the course of a year and the faculty is provided two or three weeks notice of the specific event, together with their specific assignments. It is the contention of the Union that the requirement to attend is a form of coercion and threat for those who do not attend. It was testified that in a neighboring Community College, namely Kalamazoo, no Capping Ceremony takes place. In Southwestern College this is a ceremony that was instituted in 1969, and other than there now being two ceremonies, the format is basically the same. The contentious area here is the fact that the ceremony takes place on a Sunday and requires the

attendance of the nursing faculty on that extra day. The College, on the other hand, have determined that the students and the parents enjoy the ceremony; that the ceremony has meaning to them, in that it is somewhat of a reward for the student and for the parent who may have financed that student. While the parties came close to reaching an agreement on the matter of the Capping Ceremony, final agreement had not been reached.

In reviewing the details of the two positions, this Fact Finder feels that it is primarily a College determination and that determination would largely be indicated by the turn-out at the Capping Ceremony, that the Capping Ceremony should be maintained as long as the College feels that it serves a useful purpose. However, requirements that the faculty provide menial labor, such as clean-up and the like, is not understood. It would appear to this Fact Finder, that the nurses and the faculty properly are required to attend, because those who come to see their offspring receive their award, undoubtedly gain pleasure from meeting the faculty. There is a social period in which there is this type of intermingling. It is the recommendation of this Fact Finder, that the faculty not be required to perform clean-up chores following this ceremony. This function is more properly left to the custodians.

Issue No. 4 - Sick Leave

With respect to this issue, there does not appear to be any difference between the College's position and the Union's position. The Board's "Last Best Offer" contained a sick leave position that has been accepted by the Association. Consequently, no further comment or recommendation is necessary.

Issue No. 5 - Letter of Appointment

In the College's "Last Best Offer," provisions are made to provide full-time faculty members whose services are desired for the next College year, notice of that appointment not later than March 15 of each year. The faculty member must accept this appointment by April 1, or the position shall be considered vacant for the following year. A provision of this appointment provides that negotiated changes in wages, hours, and conditions of employment resulting from negotiations shall be applicable to such appointment. The Union, on the other hand is asking that there be two types of contracts issued. That a new faculty member be given an annual probationary contract for a period of not more than three years, and then after not more than three years of a probationary contract, the faculty member is either released or placed on a continuing contract.

The continuing contract requested by the Union would imply that dismissal should be only for just cause and in accordance with specified dismissal procedures. The significant difference between the two positions is in the

area of the demand by the Union that there be some form of continuing contract, and that the faculty be relieved of the annual concern as to whether a member would be renewed or not. There can be no question but that some form of a continuing contract would be desired by the faculty. Such continuing contracts are commonplace in the K-12 environment and also commonplace in many institutions of higher education, where so-called "tenure" has taken on not only a legal, but an emotional significance. A Community College program, however, is quite different from a K-12 situation or from a four year College or University. A Community College is more dependent upon the needs of a defined community encompassing several counties where the needs can and do shift rather dramatically year to year in relatively short periods of time. In this respect, well conceived and thought through evaluation systems relative to the performance of individual faculty members, are not as significant on the future of the Community College as is that community's perception of the performance and contribution of the faculty in any particular program. That community perception is directly related to the sellability of the program and while competent educators and self-analysis may well conclude, and properly so, that a particular faculty member provides excellent academic deliveries, if the community from which the College draws its students perceives the program in a different light, the enrollment will suffer. This is not a

matter that can be left up to an absolute measure of competence. It is a mixed question of competence and financial consideration as evidenced by the acceptability of the program to sufficient numbers of students to warrant its financial impact. It is entirely conceivable that one teacher may be judged to be totally competent in all respects but still have a situation wherein his offerings are not appreciated by the community, to the point where continued investment of that community's tax money in a continuation of that program is not adviseable. As stated earlier, this is a mixed matter of competence and need. The requirement for some form of progressive discipline for inadequacy or incompetency of teaching seems to be in order. Such a system would encompass first advisement that a specific type of problem exists; secondly, a reasonable period in which to correct the problem; thirdly, progress report on that correction, or fourthly termination, with cause being proven by the College. If on the other hand, the non-continuance of employment is based upon financial exigencies or forecasts occasioned by down-turn in enrollment, a different set of circumstances should be considered to exist. In this eventuality, maximum allowable time for which to make other plans must be given to the teacher. It would seem that a March 15 deadline which has been tried, should be moved back thirty days and that some additional experience with a February 15 deadline would be appropriate for the life of this contract.

Issue No. 6 - Grievance Procedure - Binding Arbitration

Up to now, an aggrieved teacher who feels that the College has not kept its word in the enforcement of the terms of the contract, had the right to appeal to the College, but no further, to secure the enforcement of what was agreed upon.

A grievance procedure is designed to create a forum in which an alleged violation of the agreed upon terms of the contract may be challenged, other than litigation through the courts. Once a contract is entered into, and its terms are defined, both parties are obliged to live up to those terms. Grievance procedures exist and binding arbitration, limited to interpretation of that which has been agreed upon by the College and the Union, are commonplace in teacher contracts. When one considers the alternatives to binding arbitration of grievances, it is difficult to force the parties to those alternate solutions. Considering now those grievances which allege a contractual violation the teacher says:

"I have lived up to my part of the bargain, but you have agreed to specific terms which you are not carrying out. I therefore have these choices. I may live with your violation and carry within me feelings concerning my grievance, which ultimately produces less than acceptable morale problems, or alternatively, I may take you to court and bring an action against you for violation of that contract. Wherever we have a contract, I have that right. However, let us recognize that wherever I claim a violation of the contract, and you knew of this violation, but choose to interpret the contract in a manner inconsistent with what I think you had agreed to, my right to have you observe the terms of that contract is breached, and I would want an outsider to be the final judge. If I choose a litigation route, I can force you to

have a Judge make that determination. However, let us both recognize that the court litigation route for contract interpretation is expensive and it's time consuming. Why don't we find an alternative way for an acceptable neutral to render a judgment with respect to the specific terms that you have already agreed upon, and let's call him an arbitrator, and both agree to abide by his judgment. We will both have a voice in his selection, and we will both live by his decision."

The above briefly outlined concept of binding grievance arbitration in no way determines the terms of the contract, such as would occur if binding arbitration were applied to fact finding. This is not the issue here. Binding arbitration, as requested by the Union, is of an entirely different sort. It would appear that the College in stating that the State of Michigan places the sole responsibility to supervise and control the institution of the College on the hands of the locally elected Board of Trustees, misses that point. The constitution does not provide the Board with the sole right and responsibility for entering into a contract, and then interpreting that contract. The Courts have that right. If there is an allegation that breach of contract exists, there is no way in which the administration of the College can tell the courts, "keep your hands off from our business. We have a constitutional right to enter into contract and interpret those contracts." The grievance procedure as requested by the Union provides a forum for the expeditious handling of contract interpretation and enforcement. It does not reflect adversely on the administration. Honest differences can occur and third party judgments have

been successfully used to solve these honest differences in judgment. While the College may take great pride, and properly so, that prior application of judgment in the two grievances that dealt with the interpretation of the contract were just and proper, it is all the more reason to structure a grievance system with binding arbitration limited to alleged violations of specific terms of the agreement after it is entered into by the Administration.

Issue No. 7 - Staff Reduction and Recall Language

The Union is desirous of including in the contract the statement of policy (and to a degree, procedure) whereby those who have to be laid off, which is the College's prerogative, are not denied any right of recall in the event those circumstances, which occasioned the layoff, no longer prevail. The specific procedure that will be employed amounts to a policy. Under what circumstances would the College call back teachers who had been laid off through no fault of their own, but because of changing needs or changing economic conditions that dictate the level of offerings of the College? It is difficult for the Fact Finder to perceive that if a teacher is satisfactory in all other respects, but must be laid off, and now circumstances exist permitting return to the unit, that the College would be reluctant to return the teacher to the payroll. Certainly long term past successful services ought to have some meaning as against less senior people, who have the same general qualifications. One of the points that must be kept in mind

throughout the considerations of this fact finding, is that when within reason, faculty fears are removed or lessened by spelling out what the College would do under certain circumstances, the more time a teacher is likely to perfect the discipline in which they teach. For the very reason stated earlier, that a Community College offerings are more subject to ups and downs because of the very nature of a Community College, (its smaller community on which it draws its support and enrollment, as contrasted with a state-wide College or University), the greater the need for some form of reduction and recall language is apparent. In judging whether the faculty is reasonable or unreasonable in their demands for some form of language, one need only look to other Community Colleges and will find that such language is very common. It in no way need constrict the College in making the decision to reduce the force or enlarge the force, but it does require, generally, that the faculty understand the basis for the judgments that will be made when these possible eventualities come into reality. It is recommended that the policy of the College be spelled out in whatever form it currently exists, and that policy become part of the contract. What is sought for here is not arbitrary criteria but judgmentally developed criteria and announced to the faculty.

Issue No. 8 - Change Date to Reflect the Duration of
Contract and Other General Contract Dates

At the hearing the Union stated that they had no quarrel with the "Best Last Offer" provision relating to this

issue. The only issue is the question of retroactivity - the starting point. The College, on the other hand, points out that it sought a prompt settlement so that the effective date of the Agreement would coincide with the signing of the Agreement. The "Last Best Offer" that has been effected by the College incorporated salary increments and fringe benefits that preclude financial hardships on the faculty, at least in the minds of the College administrators. The call for retroactivity in all areas is not seen as justified. For example, if ultimately the contract is effected, there are insurance provisions that would have no value for faculty, to be made retroactive. Life Insurance, being term insurance would be wasteful. The grievance procedure, if ultimately ending in a different form than that of the "Last Best Offer" could not effectively be made retroactive because the grievance procedure that the College currently has, and had during the last contract, should not, in good judgment, be altered retroactively to encourage a new wave of grievances. When the contract is settled, the parties, should, in effect, start anew. The Union on the other hand, undoubtedly would like retroactive language that would enable it to obtain its representation fee, or Union dues, from the faculty, for having administered and negotiated any contract that eventually ensues. This area of retroactivity presents a difficult question. If a contract does ensue it will only be because the Union has

persisted in its representation of its membership to obtain a contract, and it is appropriate that it achieve some degree of reward for that success. However, to recommend retroactivity beyond the current Academic Year, would be an extension beyond reason. Wherever there is a protracted negotiation, such as has existed in this instance, there is serious question as to the appropriateness of assuming that all faculty are desirous of having all of the terms in this contract. The current situation is not one in which ratification votes may have failed by virtue of the faculty declining to accept a negotiated agreement. The support of the faculty for the Union is totally unknown in this fact finding. Therefore, it is recommended that retroactivity be limited to the current semester.

Issues 9 and 10 relating to Annual Probationary Contract and Continuing Contract have been discussed earlier, relative to Issue No. 5 - Letter of Appointment.

Issue No. 11 - Faculty Evaluation Form

It is to be noted that currently faculty are evaluated by students, department chairmen, and the Deans. Student evaluations are based primarily on the conduct of the class as perceived by the student. The instructor related evaluation is rather complete and appears to have been well thought through. The objection to some elements of the Union that community participation is an invalid subject for evaluation, is not understood, particularly

at a Community College where that community support is the life-line of the College. However, any evaluation system to be successful, must necessarily involve input from the teachers themselves, namely self-evaluation and peer evaluation. Acceptance of an evaluation system is greatly enhanced if the faculty has meaningful input in its creation to give a different perspective to that which may appear on the record. I would be supportive of the College position providing the above cautions were incorporated into the evaluation system, and if the College sincerely and earnestly solicits improvements in the system it proposes, from the faculty. To this end, in addition to the College system as outlined, it is recommended that for the duration of this contract, both the College system and the system requested by the Union be joined and placed into effect. During the course of the contract, the two systems should be evaluated, and hopefully at the next negotiation, a single system comprised of the best elements of both would become established.

Issue 12 - Salary Schedule

In the 1978-79 Academic Year, the average salary of the faculty was \$15,370, and the average fringe benefit was \$3,681.15, for a total of \$19,051.15. The increase that brought the average salary to that level was a \$1,000 across the board increase in base salary, plus \$123 increase in fringe benefits. This means that the average salary for the preceding year (1977-78), plus fringe benefits, was \$17,928.15, or a 6% overall increase from 1977-78 to 1978-79.

Extrapolating backwards, as the increase that was effective for the 1977-78 year was a total of \$1,000 (\$877 in base salary and \$133 in fringe benefit), the total increase for that year amounted to 5%.

In summary:

1976-77	Average Salary & Fringe	\$16,928.15	
1977-78	Increase (Base & Fringe)	1,000.00	5%
1977-78	Average	<u>\$17,928.15</u>	
1978-79	Increase (Base & Fringe)	1,123.00	
1978-79	Average	\$19,051.15	6%

The Association has offered rather complete data showing Community College comparisons of various statistics for 1974-75, and 1975-76. The most significant data in this respect is the Association Exhibit that shows average salary relative to other Community Colleges. Southwestern College has ranked second, or third, from the lowest for the past three years (1975-76, 1976-77 and 1977-78). However, in the absence of any comparison of fringe benefits over this same period, these statistics are of limited interest. For example, considerable difference was shown to exist between the teaching duties in terms of number of days that a teacher has teaching duties. For example, while Muskegon had an average salary, in 1977-78, of \$19,113, compared to Southwestern College's \$14,057, the teachers at Muskegon had 210 days of duty compared to 152 days of duty for Southwestern Community College.

In effecting a "Last Best Offer" the Board, for the 1978-79 school year, kept the entry step the same as the prior year, but added an additional step for the 17th year.

The Association proposed compressing the steps to 15, but having the top of the range for each column be very close (within \$13 for the Doctorate) at the top of the scale of the 17 steps that the Board effected.

All in all, from the data presented, it is not possible to make meaningful comparisons to other Community Colleges, or to K-12 districts. While one common denominator may be the attainment of a degree, or advanced degrees, the teaching conditions, in terms of preparation, in terms of classroom time, in terms of length of semester, etc., etc., are at such a great variance as to render attempted comparisons meaningless.

In considering the effect of the 6% increase that has been placed into effect by the Board, in its 1978 "Last Best Offer," one can readily see that the Association is seeking two operative factors to have an effect on salaries:

One: an increase based purely on the Salary Scale; and


Two: an increase in the level of each step on the scale.

Thusly, a third year teacher in the Masters Degree Column would get Step 2 of the Union proposed scale, and could get a salary of \$11,750, or an additional 6% (approximately) for a total of 12%. The size of this increment does not appear justified on any basis. Cost of living rose in the neighborhood of 6.5%, mid-summer to mid-summer from 1977-78,

Perhaps this is, at this juncture in this matter, the most appropriate yardstick to apply to the salaries of the faculty of this institution. It is recommended that this factor of 6.5% be applied by increasing base salaries by an additional 1% for the second half of the school year. In this manner, the base for the ensuing year will also be affected and will have the tendency to raise the general salary base.

Similar adjustments are recommended for the extra duty schedules.

It is particularly noted that the Board has reserved, in its "Last Best Offer," the right to implement a merit based increase of \$500.00 where it observes that such a merit award is appropriate. It is again recommended that the evaluation system hereinbefore alluded to be used as an input for consideration by the Board of such individual merit increases.



S. Eugene Bychinsky
Fact Finder
SS # ~~302-22-1000~~

Date: February 16, 1979