

State of the Union Report

January 18, 1982

This year's report on the State of the Union, perhaps more than any previous, is one characterized by the word - contrast. A report such as this is intended to summarize the accomplishments of the preceding year and anticipate the challenges of the upcoming year, and therein lies the contrast. For the College Federation, 1981 was a year of relative quiet, a year which brought the second year of a two year contract, the first multi-year contract at the College since 1973. It was a year of contract improvement and contract policing. While the Union was forced to defend the contract in repeated grievances and arbitration hearings, 1981 was, nevertheless, a year that provided some moderation in the adversary relationship of management and labor. For many members of Local 1650, it offered the first occasion in six years for teachers to concentrate on professional matters without the disquieting distraction of contract negotiations. At the risk of understatement, 1982 does not appear as promising.

For teachers at HFCC, the 1980-82 contract, now approaching renegotiation, generated significant economic improvement - salary increases of 9.8% and 9.7%, improved disability income coverage now amounting to 66 2/3% of contractual and extra-contractual salary until age 65, improved life insurance now amounting to one and one-half times contractual salary, improved dental coverage with BC-BS of Michigan, the introduction of orthodontic and prepaid vision coverage, the introduction of a Master's + 60 salary lane, application of unused personal business days to sick bank, as well as breakthroughs on tuition at HFCC for teachers and families, and, one hopes eventually, on Early Retirement Incentive.

Economics aside, the 1980-82 contract removed, the "equivalent economies" clause and with it a potential threat to both working conditions and job security of teachers at HFCC. Most significant, the 1980-82 settlement witnessed the introduction of a contractual tenure clause equal to, if not superior to, the due process protection afforded by the State Tenure Act.

Federation members will recall that the 1980-82 settlement was achieved in the face of unprecedented assaults on contract provisions and employee benefits long considered unassailable by HFCC teachers. Repeatedly, efforts were made by the Board and its attorney to gut the concept of tenure by minimizing due process protection for both probationary and tenure teachers, to cut and then to freeze extra-contractual rates of compensation, to limit arbitrarily the number of hours taught extra-contractually, and to undermine the contract's grievance procedure.

Those attacks on the 1650 contract by the Board and its \$90 per hour lawyer were attacks on the well-being of each and every teacher at this College, and those attacks were but a minor prelude to what will be faced in 1982. What can teachers at HFCC expect from the Board and its agents this year? The message is in the air, and the message is clear. Union upon Union, Unions of the magnitude of the UAW and Teamsters, are now engaged in contract concessions across the state and nation. In Dearborn anti-millage and anti-education voices are loudly distorting the tax reassessment issue and railing against what remains an enviable tax structure relative to other communities. Members of the Board of Trustees posture in public about wage freezes, depicting such as a gesture of "good faith" on the part of employees - apparently unaware that public employers as well as public employees can be found guilty of breaking the law - apparently unaware that bargaining to a fixed position is a violation of State law. The snowballing mania of wage freezes and contract concessions attracts the media which ignores the fact that few teachers anywhere, and no teachers in Dearborn, benefit from automatic cost-of-living escalator clauses atop negotiated settlements, as do those Unions now engaged in contract concessions. Everyday and on every turn the message is evident, and that message is retrenchment.

Quite clearly, this year, this Union and its contract are going to come under attack. We will come under attack because the State of Michigan is in serious economic trouble. The leadership in this State, and Governor Milliken in particular, have verbalized for over a dozen years, as elections approach, about diversifying Michigan's one industry economy, but nothing of substance has been done to achieve it.

We will come under attack because the School District's central administration has been unable to generate dynamic and credible leadership within the community and among employee groups. Consequently, unfounded attacks are made upon the educational quality and program efficiency of the P-12 segment of the District. In the absence of a clear and forceful response, P-12 employees and their performance are impugned. Moreover, P-12 employee groups encounter an administration that undermines employee morale by invariably assuming an adversary posture when differences arise with employee groups, as evidenced in administrative resistance to equitable health insurance enrollment, administrative resistance to placement on the Master's + 30 salary lane, and administrative resistance to the establishment of an ongoing Early Retirement Incentive to save jobs of P-12 teachers.

As a consequence of all this, College employees find themselves engulfed in the fall-out of the District's failure to convey dramatically and convincingly to the citizens of Dearborn that the P-12, as well as the College, is providing quality education at an extremely reasonable cost. That message is simply not being conveyed in Board meetings and administrative reports whose substance is most often obscured by stilted, bureaucratic commentary and defensive posturing. Until the District administration assumes its responsibility of sustaining the morale and vitality of the P-12, the P-12 is jeopardized and, likewise, the College.

With what must the District and College contend in 1982? Undoubtedly, each District Union will face assaults upon contract without parallel in the history of the District. Rather than generate morale and vitality in the P-12, the Board and P-12 administration will attempt to force Local 681 to acquiesce to teacher layoffs in order to finance some modest salary increase, probably 5% or less, for those teachers who remain. The Board now projects that declining enrollment will necessitate 30 teacher layoffs next fall. It is clear to many in the District that the Board will link a P-12 salary increase to Local 681's willingness to increase the number of teacher layoffs beyond that number caused by declining enrollment. Sources in the P-12 indicate that Board negotiators will demand a total of 90 or more layoffs of P-12 teachers to finance a salary increase for those teachers who remain. Such an effort, if not successfully resisted, could well evolve into a yearly P-12 cycle of "bodies for dollars."

Given the College Federation's contract protections relative to seniority and layoff, the assault upon Local 1650 will take a somewhat different tack. Here we will contend with "increased productivity" demands, a euphemism for diminishing the quality of education at the College as well as the compensation principles this Union has fought to establish and fought to protect whenever the misconception that teachers ought to subsidize public education has been in vogue.

This latest contract battle will be waged and, hopefully, resolved without going beyond the context of the negotiating table. In the upcoming negotiations, this Union should and will be realistic. It is true, these are difficult times. However, it is also true that there remain untapped local revenues among other possible sources of revenue in the District. That fact should not and will not be ignored. We will negotiate in good faith and with creativity, as we have a history of doing; the Board and its agents must learn to do likewise.

If the Board pursues a reasonable settlement, such can be forthcoming. However, if it sends another \$90 per hour, unprepared and unprofessional, attorney to the negotiating table in pursuit of a reactionary settlement, that attorney and the Board will learn, perhaps for the first time, a great deal about the remedies available to Unions under the Public Employee Relations Act, not to mention the legal expenses incumbent upon the Board in such proceedings. This Union will negotiate toward a mutually agreeable settlement, but it will not tolerate the delays in bargaining, the total lack of preparation, and the surface bargaining characteristic of the "\$33,000 plus" performance of the Board's last negotiator. Moreover, the Union will not acquiesce to a strategy of bargaining to a fixed position that some Board members irresponsibly entertain. Eventually the Union and Board must reach some settlement with which both parties can live. What materializes in the 1982-83 settlement may contrast somewhat with the magnitude of the settlement which preceded it, but, I assure you, it will neither result from nor represent capitulation.

John McDonald, President
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