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In the Matter of

BIG RAPIDS BOARD OF EDUCATION

-and-

BIG RAPIDS EDUCATION ASSOCIATION

FACT FINDING

Case No. G67 I-882

E. J. Forsythe

This fact-finding report was authorized under the provisions of Section 25 of Act 176 of Public Acts of 1939, as amended, and the Labor Mediation Board's regulations in connection therewith. The undersigned Fact Finder was authorized to issue a report with recommendations regarding the matters of disagreement between the Big Rapids Board of Education and the Big Rapids Education Association. A hearing was conducted in the high school in Big Rapids, Michigan on Saturday, January 6, 1968. Post-hearing briefs were filed by the parties in due course.

#### APPEARANCES

##### For the Big Rapids Education Association

Patrick Dolan, MEA Representative  
Mrs. Ebba Ladd, President, BREA  
Morris Andrews, MEA

##### Big Rapids Board of Education

Richard Donley, Superintendent  
Edward Schroeder, President, Board of Education  
Wilson Block, Assistant Superintendent  
Leo Landgraph, Board of Education  
Mrs. Eleanor Freiberg, Secretary to Board of Education  
D. H. Worcester, Attorney

*Big Rapids Board of Education*

## BACKGROUND AND POSITION OF THE PARTIES

In the spring of 1967, the Big Rapids Education Association requested the Board of Education to reopen the Master Contract which was signed August 3, 1966 and which became effective August 29, 1966 to continue in effect for two (2) years until April 1, 1968. By mutual agreement, the Contract was opened to negotiate in the areas of the 1967-68 salary schedule, an insurance program and the extra pay schedule. Since the spring of 1967, the parties have met no less than twelve times to attempt to reach agreement in these areas.

It is the position of the Association that the index schedule should be maintained. The Board of Education has insisted that it would be financially impossible to continue the index schedule and at the same time allow a base salary which is not competitive. The Board says that both the base and the index of Schedule "S" can be adjusted without depreciating the integrity of the underlying philosophy.

The Board states it is not only willing but also feels that the monies available, except for a reasonable, small cash balance, should be used for providing the best possible educational program. It says further that from the standpoint of fairness, teachers' salaries should keep pace with the national economy. It says that on the other hand, it cannot spend more money than is available or can be made available, and that its source of funds is limited.

An additional millage was voted on June 12, 1967. This was one of five mills of approximately \$120,000.

The Association argues that if additional revenues were needed to implement the 1967-68 portion of the Agreement, the Board could have sought those funds in the month of February as provided for in the Contract. Therefore, the Association contends that

the Board must have concluded that sufficient monies were forecast in February, 1967 to implement Schedule "S" (the Schedule agreed to for 1967-68). The Board maintains that it did not violate the Contract by not holding the election in February, 1967. It contends that the first inkling it had of any such claim was when this was advanced at the hearing on Saturday, January 6, 1968.

#### DISCUSSION

It appears to the Hearing Officer that the Board of Education has exercised fiscal responsibility and integrity of the highest order in its undertaking to carry out what it felt is its promise to the taxpayers of its community and in maintaining a School District which it feels meets the needs of a modern society. The Association on the other hand, likewise strongly feels that they have a commitment to the students of this District and appears to be constantly desirous of improving quality education in order to meet the needs of a modern society. With the obvious sincerity of each of the parties herein, the task of determining the recommendations, as hereinafter set forth, was indeed a most difficult one, especially in view of the fact that time is of the essence in bringing about an interim agreement.

The parties are close together on Base Salary as the Association's last proposal calls for a base salary of \$5,700, and the Employer's last proposal calls for a Base Salary of \$5,800. The Fact Finder recognizes the need for basic recruitment and recommends the figure, at an absolute minimum, of \$5,800.

As to the Master's Degree Differential, the Association's last proposal was for a differential between the base salary for teachers with bachelor's degrees and the base salary for teachers with master's degrees of 6%; while the Employer's last proposal for said differential is 5%. I believe that incentive should be for teachers to consistently

improve their skills by constantly striving for additional graduate degrees. Therefore, the differential percentage of 6% is recommended.

By increasing the differentials, it is the hope that the School District will secure and retain teachers in their system with a greater number of advanced degrees as an indication of their superior qualifications and training, all of which I am hopeful will inure to the benefit of all parties concerned; but primarily to the students of Big Rapids. Further, as to the increments involved, in light of those existing in similar districts, the Fact Finder recommends that this be done in ten steps.

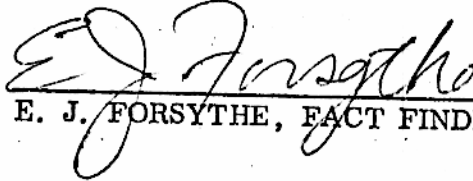
The ten-step increment is recommended as stated above and in addition, as it is implicit in earlier agreements between the parties, it is the Fact Finder's recommendation that a year's teaching experience be rewarded by a 3-1/2% increase over the previous year's salary, up to ten-year's experience for teachers with a bachelor's degree and for a master's degree, a 3-1/2% increase is recommended for up to ten years experience.

In the area of fringe benefits, the School Board had proposed to the Association that it provide \$8 per month for insurance, whereas the Association requested \$5 per month. In considering this issue, your Fact Finder was greatly impressed with the trend among all employers, large and small alike, to furnish insurance. However, in light of the fact that a complete insurance scheme has not been agreed upon and in light of the Fact Finder's recommendations in regard to salary, a figure of \$6 per month is recommended for insurance.

The Fact Finding Hearing Officer again points out that the issues discussed in this report were, I believe, all of the major issues that were submitted by the parties herein. It is my further understanding that all other matters between the parties can

be resolved at the time of the Contract expiration in the spring of 1968.

Both parties are commended for their professionalism and the Fact Finder is convinced that they will concern themselves with the primary purpose of educating the youth in the Big Rapids School District.

  
E. J. FORSYTHE, FACT FINDER

February 16, 1968