

1058

State of Michigan

Before Richard Bloch Fact Finder Appointed by the
Michigan Employment Relations Commission

9/6/69 *Pasarske FF*
RECEIVED *K 114*
SEP 24 1969
STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

9-6-69

In the Matter of the Petition of

BREITUNG TOWNSHIP EDUCATION ASSOCIATION
affiliated with the NATIONAL EDUCATION
ASSOCIATION

Involving Employees of

BOARD OF EDUCATION, BREITUNG TOWNSHIP
SCHOOL DISTRICT, KINGSFORD, MICHIGAN

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

| | INDEX | Page |
|---------------------------------|-------|------|
| PRELIMINARY STATEMENT | | 1 |
| FINDINGS OF FACT | | 2 |
| <u>Issues in Dispute</u> | | 2 |
| <u>General Background Facts</u> | | 3 |
| I. Salary Schedule | | 3 |
| II. Longevity | | 4 |
| III. Business Days | | 5 |
| IV. Unified Dismissal Time | | 5 |
| V. Curriculum Additions | | 6 |
| VI. Agency Shop | | 6 |
| RECOMMENDATIONS | | 7 |
| I. Business Days | | 7 |
| II. Dismissal Time | | 7 |
| III. Insurance | | 9 |
| IV. Curriculum | | 10 |
| V. Agency Shop | | 10 |
| VI. Longevity | | 11 |
| VII. Salary Base | | 12 |

Breitung Township Board of Education

State of Michigan
Before Richard Bloch, Fact Finder Appointed by the
Michigan Employment Relations Commission

| | |
|---|---|
| In the Matter of the Petition of |) |
| BREITUNG TOWNSHIP EDUCATION ASSOCIATION |) |
| affiliated with the NATIONAL EDUCATION |) |
| ASSOCIATION |) |
| Involving Employees of |) |
| BOARD OF EDUCATION, BREITUNG TOWNSHIP |) |
| SCHOOL DISTRICT, KINGSFORD, MICHIGAN |) |

PRELIMINARY STATEMENT

This fact finding proceeding arises out of an impasse in negotiations between the Breitung Township Education Association, herein referred to as the Association, and the Board of Education of the Breitung Township School District, herein called the Board of Education. The Association is the sole bargaining representative for the teachers in the district, numbering approximately 88.

The parties having failed to agree on major issues, the Association filed a petition for fact finding on August 23, 1969. The Board of Education agreed that a deadlock existed. Accordingly, on August 25, 1969 the Employment Relations Commission, finding that the conditions precedent to fact finding existed and that fact finding should be initiated, appointed the undersigned fact finder to proceed with the hearing pursuant to Section 25 of the Labor Mediation Act (Mich. Stat. Ann. 17.454 (27); Mich. Comp. Law 423.25 and Part 3 of the Commission's General Rules and Regulations.

A public hearing was held by the fact finder on September 1, 1969, at the Kingsford Junior High School in Kingsford, Michigan. The Association was represented by Mr. John Carlson and Mr. James Wilcheck. Messrs. William Constantini, Arnold Korpi,

Amelio Palluconi and Heber Mack also spoke for the Association. The Board of Education appeared by its attorney, Mr. John McNeil, Esq., and Superintendent of Schools, Leonard Van Hoven. Also representing the Board were Dr. Trump, Wallace Bergman, Robert Constantine, Dick Gardipy and Clifford Faurriur. Each party submitted written briefs, and gave testimony regarding the issues. The fact finder has examined the testimony and read the briefs with care, and on the basis of these, has prepared the following findings of fact and recommendations.

FINDINGS OF FACT

Issues in Dispute

1. The following Association demands were presented and contested before the fact finder:
 - a.) That the Association bank of business days be increased from four to ten days.
 - b.) That the Junior High School be placed on the same schedule as the High School. Specifically, this referred to the request that all teachers be dismissed at 3:30 p.m.
 - c.) That "Super-Medical Health Insurance" be added to the insurance coverage of the employees.
 - d.) That art and physical education be added to the elementary school schedule.
 - e.) That the school calendar be 180 days.
 - f.) That the Board of Education provide for an Agency Shop and Dues Deduction.
 - g.) That the base salary for a teacher in the employ of the Breitung Township School District be \$7,000.00.
 - h.) That longevity provisions be added to the contract. These pro-

visions would grant an additional stipend to a teacher in the system employed for fifteen or more years.

2. Agreement having been reached as to the length of the school calendar, these recommendations do not address themselves to that issue.

General Background Facts

1. Salary Schedule

The Breitung Township School District will employ approximately 88 teachers in the 1969-1970 school year. Teachers in the Breitung Township Schools are subject to a salary schedule, not in issue in these proceedings, which both provides for step increases and grants recognition for professional improvement. Thus, there are eight levels of formal academic achievement, each with a commensurately higher salary base. In addition to this higher base, the yearly increment to salary is higher according to academic level. Thus, for example, a teacher with a Bachelor's degree receives a 5% increase in salary each year, whereas a Master's degree merits a 5.3% increase in addition to the initially higher starting salary. The eight salary scales are as follows:

1. Bachelor's degree
2. Bachelor's degree plus sixteen semester hours credit.
3. Bachelor's degree plus twenty-four semester hours credit.
4. Master's degree
5. Master's degree plus eight semester hours credit.
6. Master's degree plus sixteen semester hours credit.
7. Master's degree plus twenty-four semester hours credit.
8. Master's degree plus thirty-two semester hours credit.

Experience in the Breitung Township School District is also rewarded up to a maximum of eight years.

The 1968-1969 contract stipulated a base pay of \$6,000.00 for a beginning teacher with a Bachelor's degree and a maximum (after eight years service) for this same teacher of \$9,000.00. The Master's degree was based at \$6,000.00 and reached its maximum at \$9,977.00.

The Association's demand would place the starting teacher with a B.A. at \$7,000.00. As dictated by the salary schedule, which, as mentioned above, is not in dispute, this would create a maximum at the B.A. level of \$10,341.00 after eight years. According to this same schedule, then, the minimum for the M.A. level would be \$7,800.00, and the maximum \$11,788.00.

The Board of Education has offered \$6,600.00 as a starting salary. Thus, \$9,751.00 would be the maximum at the B.A. level. For the M.A., the significant figures for minimum and maximum are, respectively, \$7,200.00 and \$10,884.00.

II. Longevity

At present there are no longevity provisions in the collective bargaining agreement. The Association's demand would provide the following:¹

1. A teacher with a Bachelor's degree would receive a pay hike after twenty-five years service. According to the present schedule, this teacher's salary would jump from \$10,341.00 to \$10,858.00.
2. A teacher at the B.A. plus sixteen level would, after twenty-five years, receive \$11,579.00 instead of \$11,017.00.
3. A teacher with a B.A. plus twenty-four would, after twenty-five years, receive \$11,940.00 instead of \$11,355.00.
4. A teacher at the M.A. level would receive increases at both twenty and twenty-five years.

¹ This listing is not complete. Rather, it is intended to be an indication of the important elements of the longevity program.

5. A teacher at the M.A. plus twenty-four level would receive increases at fifteen, twenty and twenty-five years, as would the teacher at the M.A. plus thirty-two level.

The Association indicates that the cost of the longevity program this year would be approximately \$11,000.00. The Board of Education maintains that it does not have sufficient funds to implement a program of this nature at this time.

III. Bank of Business Days

Under the present agreement, the Association is granted a 'bank' of days which may be used at its discretion for the purpose of allowing Association representatives to attend to Association business. Thus, representatives are allowed to leave school for a total of four days during the school year. Substitutes, if necessary, are paid for by the Board of Education.

The Association maintains that it has insufficient days to care for its business. It cites various meetings and conferences which require up to three days each, and requests that the bank be extended from four to ten days. The Association testifies that the cost to the Board of Education would be approximately \$120.00 for the extra days.

IV. Unified Dismissal Time

At present, teachers in the Junior High School are not dismissed at the same time as the High School teachers. Whereas the Junior High School teachers leave at 3:40 p.m., the High School Staff is required to leave no earlier than 4:00 p.m. According to testimony presented, such splitting leads to friction among the teachers, as well as creating a problem for extracurricular activities. Students are often forced to wait from 3:00 p.m. to 4:00 p.m. to begin the individual activity. This leads to a loss of interest and a consequent drop in participation.

The Association requests that all teachers in the Junior and Senior High School be dismissed at 3:30 p.m. The Board of Education claims that the divergent time schedules are necessary to provide class preparation time for the High School teachers. The Board

further maintains that the cost of unifying the schedule would be from \$14,000.00 to \$20,000.00, depending on whether two or three teachers would be needed to cover classes as a result of the change. It is undisputed that the change would require extra teachers.

V. Addition of Art and Physical Education to the Elementary School Schedule

There is no existing program for either art or physical education in the elementary schools of Breitung Township. The Association requests that both programs be added.

The Board of Education maintains that addition of such programs would require the services of two teachers, and this fact is not in dispute. The cost for the additional teachers would be approximately \$14,000.00.

VI. Agency Shop and Dues Deduction

A modified agency shop is now existent in the Breitung Township School District. Under the present agreement, an amount equal to the membership dues of the Breitung Township, the Michigan and the National Education Association is deducted automatically from a teacher's salary as a condition of employment. A standard dues deduction form must be signed by the employee, authorizing the Board of Education to withhold the dues. The form provides that the teacher may opt to direct the withheld money to above mentioned organizations. Although there is no statement in the authorization form as to the disposition of funds which do not go to the Associations, it is understood that the teacher may elect a charity to receive the money. (Such election, of course, denies him membership in the Association.) The Association requests that this option be eliminated, thus insuring that all withheld funds would be directed to the Association as membership dues. As is normally the case with an Agency Shop clause, the teacher need not join the Association if he so chooses.

The Board of Education states its wish to avoid forcing any teacher to donate money to an organization he may not wish to support.

RECOMMENDATIONS

- I. That there be no increase in the bank of business days allotted to the Association.

The Association's claim that ten days are needed to insure the successful carrying on of Association business is essentially unsubstantiated by the exhibits or testimony. The Association list of meetings includes:

| | | |
|-------|--------------------------------|---------------|
| 1. | President's Conference..... | 1 day |
| 2. | Representative Assembly..... | 3 days |
| 3. | Midwinter Conference..... | 1 day |
| 4. | Public Relations Workshop..... | 1 day |
| 5. | Regional Council..... | 2 days |
| 6. | Legislative Conference..... | 2 days |
| Total | | <hr/> 10 days |

Unquestionably, Association business is important, and attendance at certain functions is to be expected of active members of the Association. However, the facts do not show the urgent necessity which would require the Board to grant further time for Association business. The Representative Assembly, for example, is normally attended only by Regional Representatives, although it is open to all members. There are no such Representatives in the Breitung District. The Association testifies that the four day bank caused them the loss of two days at meetings last year. Article XI of the 1968-1969 contract provides, however, that teachers may use two personal days per year "for any purpose at the discretion of the teacher" (emphasis added). It is conceivable, therefore, that an Association member desiring to attend a conference could use one or both personal days for this purpose.

The Association has shown no significant detriment caused by the four day bank, nor has it presented sufficient reasons as to why the Board of Education should bear the burden of Association business. Under the circumstances, it appears that the Board has made a reasonable concession to the needs of the Association as regards its internal business affairs. A further extension of the business day requirements is not warranted.

- II. That both Junior and Senior High School teachers be dismissed at 3:30 p.m.²

On the basis of the findings of fact, it is recommended that the Board of Education act

as soon as possible to insure the dismissal of all teachers in the Junior and Senior High School by 3:30 p.m. of the normal school day. According to testimony by the Association, a bifurcated schedule causes serious timing problems for extracurricular activities, with students being forced, at times, to wait from 3:00 p.m. to 4:00 p.m. to begin their individual activities. Moreover, the split schedule results in an unequal work load among the teachers with resultant friction and dissatisfaction.

The Board of Education maintains, among other things, that under the present schedule it would be impossible to dismiss at 3:30 p.m. and still insure the fact that a teacher would have at least one hour's class preparation time during the school day.³ However, the Board has presented no testimony to show why a rearrangement of the school schedule could not be effected to accomplish the purpose. It is clear that rescheduling the classes would accomplish the desire of the teachers, and this is so recommended.

The Board further maintains that, beside the cost of adding two or three teachers to the staff, the problem of obtaining such teachers at this late date provides an insurmountable hurdle to immediate implementation. This objection is well taken, and this recommendation should be read as requiring fulfillment as soon as the man power can be obtained.

The Association replies that monies saved from the delay in implementation should be added to the general salary fund. The fact finder finds this request to be untenable. The purpose of the unified dismissal time is to ease the problem of diverse teacher work loads as well as to expedite the carrying on of extracurricular activities. There will, of course, be some difficulties in implementing this program. However, a reasonable resulting delay does not give rise to an Association claim for monies saved any more than the Board could deduct unexpected implementation expenses from the teachers' salaries.

² In relation to this recommendation, a subsidiary issue arose after the submission by the fact finder of "brief summary of...recommendations" on September 4, 1969. A conference was held by telephone on the night of September 5, 1969, in which the fact finder clarified the intent of the original recommendation and made a further recommendation regarding the collateral issue. That recommendation, as well as the comments regarding the initial facts, is contained herein.

³ This requirement in accordance with standards established by the North Central Association, Section 4.62 of Criterion IV.

- III. That the "Super-Medical Health Insurance" package be added to the coverage of the individual teachers, in accordance with the Association's request to the fact finder.

Article XXVII of the 1968-1969 agreement between the Association and the Board provides for insurance protection of teachers. Existing coverage is substantial, including:

1. Full family health care coverage, including basic hospital and major medical protection;
2. Group term life insurance;
3. Separate major medical protection;
4. Income protection for long-range disability;
5. Loss of time insurance;
6. Dependents life insurance;
7. Messacare;

The Association requests an extension of this coverage. The additional coverage provided by the "Super-Medical Insurance" would provide, among other things, for:

1. The elimination of a \$25.00 deductible clause in the medical coverage.
2. Additional coverage of expenses incurred for surgical, diagnostic, x-ray and laboratory fees.
3. The increase of term life insurance coverage to \$3,000.00.

Fringe benefits are, of course, to be regarded as one means of compensation. Like high wages, generous fringe provisions benefit both employee and employer. While the teacher reaps the direct benefit from extended coverage, the Board of Education profits as well, for its ability to attract quality teachers to the system is naturally enhanced by any means of better compensating its employees.

The additional benefits requested by the Association are reasonable, and the cost to the Board of Education, approximately \$3,600.00, is not exorbitant. It is recommended that "Super-Medical" coverage be added to the existing program.

IV. That there be, at this time, no addition to the elementary program of either art or physical education.

In its brief, the Association devotes a considerable portion of its argument to the necessity of instituting both art and physical education to the curriculum of the elementary schools. Regarding the question of art, the Association cites the need of young people to "spend much time in creative activities so that their emotions may mature in an orderly and acceptable fashion." The brief discussed the undesirable effect of movies, radio and television insofar as they tend to create "passive spectators." Furthermore, the Association refers to the need for art so as to insure a well-rounded curriculum.

The brief also concerns itself with the beneficial aspects of physical education developing as it does the "social, emotional and esthetic aspects of individual growth."

There can be no argument with the goals implied by the Association as regards such curricular additions; nor is this the forum to do so. However, it is the opinion of the fact finder that such specific additions or deletions are more the subject for Faculty-Administration Curricula Committees than for collective bargaining.

It is difficult, and in some cases, impossible, to compare public and private sector bargaining. Specifically, the question of managerial prerogatives may not be easily shifted from one sector to the other. In this case, however, it appears that the addition of specific courses to the general school curriculum should remain, in the final analysis, in the hands of the school board. Ultimately, it is the voters who must demand--and support--such additions.

V. That the modified Agency Shop now existent be altered so as to provide that all dues withheld by the Breitung Township Board of Education shall be withheld for the sole benefit of the Breitung Township Education, the Michigan Education, and the National Education Association. This should not be interpreted to authorize the deduction of dues absent written permission of the Employee; nor should it be interpreted as permitting the withholding of dues for any other organizations than originally specified in the Deduction Authorization Form.

The facts of this case are of controlling importance here. The Association submits

many well-reasoned and well-documented arguments and decisions in favor of the Agency Shop. There is no doubt that the Association benefits from such a provision, and that in many instances an Agency Shop is the life-blood of the bargaining agent. The fact finder makes his decision, however, on the situation as exists in the Breitung Township District. Until the present negotiations, as indicated supra, page 6, teachers have had the option of directing withheld funds to a charity of their choice instead of to the Association. It should be made clear that the option was only as to the beneficiary of the funds, and not as to the withholding per se.

As of 1968-1969, no employee has chosen to give the money to charity. Thus, it may be said that since the Association has 100% membership, the argument is moot. However, the Association's interest remains insofar as new employees are concerned. The Board of Education has already agreed to withhold monies equal to the amount of the dues. In view of this, the Board's asserted interest in not forcing a new teacher to pay this sum to the Association is not sufficiently strong.

VI. That there be no longevity provisions in the present contract. Thus, the basic index and step-scale will remain unchanged.

The Board of Education's brief cites several facts which must be considered in wages determination.

1. The Board's Financial Status

According to Board testimony, the school district has just recently been able to extract itself from an operating deficit. They have done this by foregoing maintenance in favor of salary and operating expenses. Indeed, in the 1968-1969 school year it was necessary to eliminate extracurricular activities in order to save some \$25,000.00. In the 5.1 Mill Issue voted in May of 1969, the Board estimated that repairs, some of which were becoming crucial, would themselves account for almost 20% of the alone allocated expenses. The Board promised the voters it would effectuate programs (among them the reinstatement of extracurricular activities and the addition of 5-1/2 teachers) which, in addition to the

maintenance costs, appear to leave little leeway for the superimposition of a of a longevity program.

2. Impact on the Voters

The Board's brief indicates that the 1969-1970 total millage levy for the Breitung District, a levy of 24.495 mills, places the district among the top quarter of area districts. The fact that the voters are relatively hard-pressed by taxes, in addition to the fact that the School Board has made obvious efforts to remove itself from debt indicates that the proposed longevity provision, which would cost the Board approximately \$14,000.00 this year, would be overly burdensome.

VII. That the base salary for a teacher in the employ of the Breitung Township Board of Education be \$6,850.00.

Both the Association's and the Board's brief dwell in some detail on the relative necessities of their respective positions. The fact finder has taken into consideration many factors in assigning the above recommended base wage. Among them are (1) the relative position of the Breitung District as compared to area school systems; (2) the impact of the wage provisions on the various steps of the salary scale; (3) fringe benefits both existent and suggested; and (4) testimony concerning the Consumer Price Index and Cost of Education Index.

A base salary of \$6,850.00 will create a B.A. maximum of approximately \$10,114.25. At the M.A. level, the base will be \$7,450.00 and the maximum approximately \$11,261.00. Using a 'check-point' averaging system,⁴ a figure of \$8,918.00 is derived. While approximately \$100.00 less than the Iron Mountain check-points (with whom Breitung has to compete most directly), the figure is considerably higher than the next known settlement in the area--Forest Park, \$8,785.00.

⁴"Check-points" are derived by averaging the maximum and minimum figures of the B.A. and M.A. level.

Thus, out of eleven area school districts,⁵ Breitung stands second. This wage puts the Board in good bargaining position when recruiting teachers and compensates the employees with one of the highest schedules in the area. It should be noted that because of the nature of the index and step-scale on the salary schedule, the Breitung wage provisions are in many ways higher than any of the surrounding districts, including Iron Mountain.

September 6, 1969

Richard I. Bloch

Richard I. Bloch,
Fact Finder

⁵Three settlements outstanding at the time of this report.