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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

In the Matter of  
CALEDONIA COMMUNITY SCHOOLS  
-and  
CALEDONIA EDUCATION ASSOCIATION

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

On September 26, 1969 the undersigned, Leon J. Herman, was appointed by the Employment Relations Commission as its hearing officer and agent to conduct a fact finding hearing relevant to the matters in dispute between the above parties, pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Board's regulations. Accordingly, and upon due notice, a hearing was scheduled and held on October 3, 1969 at Caledonia Junior High School, Caledonia, Michigan.

Dale Mossberg, Business Manager; Harold Whipple, Superintendent; Don Hilton, Chairman, Negotiating Committee; Wayne Finkbeiner, Secretary; William S. Reid, President, and Robert A. Buer, George Rodgers and Wes Huyser, Trustees, represented the Board of Education. Gordon G. Norman, MEA representative; Ammon Miller, Jr., President, CEA; Stuart A. Randolph and Ruby Fish appeared on behalf of the Caledonia Education Association.

*Caledonia Community Schools*

The only issues upon which these parties differ are 1) salary deductions for absence and 2) salaries to be paid the teachers. In both matters the difference between them is minimal.

It has been the practice in the past to permit a teacher, after his ten days of sick leave authorized by the contract is exhausted, to take additional time and to pay the teacher the difference between his salary and that of the substitute engaged to take his place. The Association asks that this procedure be continued. The Board proposes that no payment be made hereafter to teachers who have exhausted their accrued sick leave. It concedes, after investigation, that only 14 of the 89 teachers on the school roster had 10 or more days of sick leave in the past year. It may be safely concluded that because of accumulated sick leave, few if any of the 14 were paid the excess over substitute pay. Obviously, the extra payments cause little financial loss to the Board.

I recommend that the old procedure be continued whereby a teacher is paid the difference between his salary and that of the substitute during illness after his sick leave allotment is exhausted. To protect the Board against improper use of this provision, I further recommend that the allowance be denied to any teacher for the duration of any school year in which it is found upon investigation that the teacher's absence was caused by some reason other than illness. This will protect the Board from unwarranted absences and will continue the teachers' protection in the case of legitimate illness.

On August 29, 1969 both parties agreed on a salary schedule of \$6900 to \$10,350 for Bachelors and \$7590 to \$11,040 for Masters. The difference between them is that the teachers wish to retain the 10 step schedule which had existed in the past and the Board

wanted to stretch the index to 11 steps. On September 9, 1969 the Board offered to reduce the index to 10 steps on a salary schedule of \$6850 to \$10,275 for Bachelors and \$7535 to \$10,960 for Masters. The Association rejected this last offer.

A salary comparison chart, submitted by the Board, of 18 school districts in Allegan and Barry Counties which have arrived at contracts for this year shows five schools with beginning salaries of \$6900 and two of \$6800. All others begin at higher rates. Of the five, three are on a 10 year index, two on an 11 year index. Of the two at \$6800, one has a 10 and the other an 11 year index. Except for Wayland, all the schools using the 11 year index pay appreciably higher salaries in the 11th year, both for Bachelors and Masters.

The difference between the two parties is approximately \$16,000, which the Board contends is not available within its budget.

The Board's budget shows an estimated surplus for the year of \$578, but as the result of a deficit of \$954.49 at the end of last fiscal year, it will actually have an ending balance of minus \$376.49.

Examination of the budget discloses that the sum of \$42,136 has been allocated to replacement of vehicles, as against \$12,871.72 for the year before. The Board explains this \$30,000 difference by stating that "bus purchases will be on a cash basis rather than the financing of buses for a saving of interest". I wholeheartedly agree with the economics of the Board's position on buses. Certainly a substantial saving can be made if buses are bought for cash rather than on time. I do not, however, think it fair that this saving in money should be made at the expense of the teachers.

Expansion in the number of steps on the index would be unfair to the members of the Association. Most schools in the area pay higher salaries. All except one school featuring an 11 step index pay higher maximum salaries in compensation. Viewed competitively, the 10 step index is reasonably comparable to similar districts in this county and the next.

The difference of \$16,000 between the two proposed indices can easily be made up by purchasing part of the buses on time rather than by cash payment. I therefore recommend that a salary schedule of \$6900 to \$10,350 for Bachelors and \$7590 to \$11,040 for Masters on a 10 step index be adopted.

It was also proposed by the Board that the teachers stay in the building ten minutes more than they did last year. The Association has refused. The Board was unable to explain the purpose or the value of these extra ten minutes except that they will have teachers there for ten minutes more. The students will have left and the teachers will have nothing to do but sit around and wait for a later closing time. I believe the proposal has no merit and recommend that it not be adopted.



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Fact Finder

Dated: Southfield, Michigan  
October 30, 1969