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STATE OF MICHIGAN  
LABOR MEDIATION BOARD

In the matter of:

CHARLOTTE BOARD OF EDUCATION

and

CHARLOTTE EDUCATION ASSOCIATION

RELATIONS  
Michigan State University

HEARINGS OFFICER'S FACT FINDING REPORT

*Daniel Krueger*

APPEARANCES:

For the School Board: Edwood Larsen, Superintendent  
George Hess, C.P.A., School Board  
Dr. Roger Halifax, School Accountant, School Board  
Robert W. Johnson, Member, School Board  
Evelyn Fischer, Secretary to Superintendent of Schools

For the Charlotte

Education Association: Bea Scott, Charlotte Education Association  
Glenwood McNeil, Charlotte Education Association  
Lowell Steward, Charlotte Education Association  
Gary Beebe, Charlotte Education Association, President  
Ben Munger, Michigan Education Association, Regional Representative  
John Costello, Charlotte Education Association

This is a fact finding report under the provisions of Section 25 of Act 176 of the Public Acts of 1939, as amended, which provides in part as follows:

"Whenever in the course of mediation under Section 7 of Act No. 336 of the Public Acts of 1947, being Section 423,207 of the Compiled Laws of 1948, it shall become apparent to the Board that matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known, the Board may make written findings, with respect to the matters in disagreement. Such findings shall not be binding upon the parties but shall be made public. . . ."

*Charlotte  
Board of  
Education*

In accordance with the Board's Rules and Regulations relating to fact finding, the undersigned Hearings Officer was designated to conduct a hearing in the matter and to issue a report in accordance with Labor Mediation Board General Rules and Regulations Rule 35.

### The Issues

In its petition for fact finding dated August 23, 1968, the Charlotte Education Association listed the following unresolved issues:

1. SALARY

Board's position: 6400-10,000 in eleven (11) steps. Increments - 5 @ \$350 and 5 @ \$370.

Association position: 6400-10,000 in eleven (11) steps. Increments based on a 1.5625 index.

2. INSURANCE

Board's position: Ten dollars per month per teacher.

Association position: Fifteen dollars per month per teacher.

3. CLASS SIZE

Board's position: In the event class size goes beyond 35 in grades K-5, the board agrees to provide a teacher's aide for a minimum of two hours per day.

Association position: In the event class size goes beyond 30 in grades K-2 and 35 in grades 3-5, the Board agrees to provide a teacher's aide for a minimum of two hours per day.

4. INTERMEDIATE SALARY SCHEDULE

Board's position: No Proposal

Association position: One hundred dollar payment beyond the B.A. Salary Schedule for 15 semester hours earned beyond a B.A. Degree. Two hundred dollar payment beyond the M.A. Salary Schedule for 15 semester hours earned beyond the M.A. degree.

5. EXTRA PAY FOR EXTRA DUTY

Board's position: Department heads \$100 payment. Cheerleading, senior and junior class advisors and GAA -- no proposal.

Association position: Department heads - 3%; cheerleading - 4%; senior class advisor - 4%; junior class advisor - 3%; GAA - 6%; audio-visual - 3%.

The State Labor Mediation Board concluded that matters in disagreement between the parties might be more readily settled if facts involved in the disagreement were determined and publicly known. Accordingly, the Board appointed Dr. Daniel H. Kruger as its Hearings Officer and Agent. A meeting of the parties was held in Charlotte on Friday, August 30, 1968.

Discussion of Issues and Recommendations

The Salary Issue

There are no differences between the parties as to the salary range of \$6,400 - 10,000 in 11 steps for the B.A. and \$6,900 - 10,500 in 11 steps for the M.A. There were, however, different positions as to the amount for each step increment. The Board's position was that the first five steps would receive \$350 and the second five steps \$370. The Education Association wanted the increments based on a 1.5625 index.

The School Board's accountant calculated that the Association's index would cost an estimated \$2,232 more than the Board's proposal.

Recommendation

In as much as the parties are in agreement with the range of \$6,400 - 10,000 for the B.A. and \$6,900 - 10,500 for the M.A. the Hearings Officer recommends that the Association accept the proposal of the School Board. The index of the School Board's proposal is 1.05468 for the first five steps or \$350 and 1.05781 for the second five steps or \$370. The index as proposed by the Board appears to be reasonable.

### Class Size

The Hearings Officer stated during the Hearing that the parties should decide the appropriate classroom size for grades K-5. Both the School Board and the Education Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. There is agreement among the parties that in event class size goes beyond 35 in grades 3-5, a teacher aide will be provided for a minimum of 2 hours a day.

The impasse revolves around the class size for grades K-2. The Association's position is that the class size for these grades should be 30 and that if the number is exceeded, a teacher aide will be provided for a minimum of two hours a day. During a negotiating session held on July 13, 1968 the Association's proposal stated that the class size in grades K-2 shall be 30 and in grades 3-5, 35, and these numbers can be exceeded with the teacher's consent.

The Board is reluctant to set the limit at 30. The Association had no reasonable answer to the question posed by the Hearings Officer - "Suppose the teachers in grades K-2 do not give their consent to raising the number of students to over 30? What happens?"

The Hearings Officer is satisfied that both parties are indeed concerned with having an effective educational program for grades K-5. He would hope that both parties would agree to a class size of 35 but with the understanding that every effort would be made to distribute evenly the students in grades K-2 and to keep these classes as small as possible. In the event class size goes over 35 in grades K-5, a teacher aide will be provided for a minimum of two hours a day.

The Hearings Officer does recommend that the parties periodically review the activities in grades K-2, regardless of the class size. The composition of the classes is an important factor. All students do not learn at the same rate.

Furthermore, during the winter months, the teachers in these grades may need assistance to get off and on the students coats and boots.

#### Intermediate Salary Schedule

The 1967/68 contract is silent on an intermediate salary schedule. The Board did not make a proposal on this during the negotiations. The Association's proposal is for a \$100 payment beyond the B.A. Salary Schedule for 15 semester hours earned beyond a B.A. degree and a \$200 for the M.A. plus 15 semester hours.

The 1967/68 agreement provides a head of family payment of \$100. This was discontinued for new teachers beginning in 1965-66. This head of family provision was discussed during negotiations.

The payment of an incentive for teachers to improve themselves is desirable. The School Board wants to improve its educational program. This can be accomplished, in part, by having better qualified teachers. Thus the School Board should encourage its teachers to take advantage of the educational opportunities which are located within easy reach of Charlotte. At least a step in this direction should be made.

The Hearings Officer recommends that the head of family payment be discontinued for all teachers and that the Board provide a \$100 payment beyond the B.A. Salary Schedule for 15 semester hours earned beyond a B.A. degree. No payment will be provided for the M.A. plus 15 semester hours.

It was estimated that a payment of \$100 for the B.A. plus 15 semester hours would cost the Board approximately \$2,300. It was also estimated that the head of family payments of \$100 cost approximately \$2,300. If the head of family payment is discontinued, as recommended, this money will be used to initiate an intermediate salary schedule. No new money would be involved. An important principle, however, would have been established, namely encouraging teachers to improve themselves.

### Health Insurance

The 1967/68 contract provides a monthly contribution of \$10 per month toward Blue Cross or M.E.A. insurance for all full time teachers. The Board did not propose any increase in its contribution to the cost of health insurance during the negotiations. The Education Association sought to raise this payment to \$15 per month. The cost of this benefit to the Board would be \$7,800. (\$5 per month x 12 months x 130 teachers)

The School Board submitted an exhibit which compares Charlotte with such districts as Grand Ledge, Alma, Ionia, Coldwater, St. Johns, Greenville, Marshall, Eaton Rapids, Hastings and Lakewood. Three districts provide a higher benefit than Charlotte, three provide the same, i.e., \$120 a year and four districts provide less than \$10 per month.

The Education Association submitted an exhibit of health insurance subsidies provided by the school districts in Region VIII. Nineteen districts provided a larger contribution than Charlotte. Seven provide the same and five provide less. The average subsidy per teacher per year in 1967/68 in Michigan for health insurance was 193.52, according to one of the exhibits presented by the Education Association.

The Hearings Officer is aware that there is a growing trend in the State and Country for employers - both public and private - to assume a larger proportion of the costs of health insurance.

In view of the fact that the School Board's salary increase represented a 10.3 percent increase (from \$5,800 to \$6,400) for the B.A. starting salary and about 12 percent at the top of the range (from \$8,845 to 10,000) for the B.A., the total economic package must be considered. The School Board expressed concern that its preliminary estimates of receipts may not be fully realized. Furthermore, the Board estimates that the total additional cost of its proposed salary increase is \$177,000. The ability to pay argument cannot be dismissed but in a budget of expenditures in the amount of \$1,986,708.00 there does appear to be some way to finance a modest increase in the health insurance payment.

The Hearings Officer therefore recommends that the insurance payment of \$10 per month be increased to \$12 a month. This would mean, at the most, a cost of \$3,120.

Extra Pay For Extra Duty

The 1967/68 Contract provides that Debating and Forensics instructors be paid 6% of salary and that the Visual Aids personnel (in this instance the Librarian) be paid \$200. Another individual who orders supplies for the shops and serves as a coordinator is paid an extra \$300. The Board has proposed for the new contract a payment of \$100 for Department Heads and no payments for the cheerleading, senior and junior class advisors and the Girls Athletic Association. The Education Association seeks the following schedule: Department Heads 3%, cheerleading 4%, senior class advisor 4%, junior class advisor 3%, Girls Athletic Association 6%, Audio-visual 3%.

There is no argument that there should be extra pay for extra duty. The School Board has already recognized this principle. The impasse revolves around the total cost of the economic package. No estimates were given on the total cost. As noted above, one estimate was given that the salary increase alone would cost the Board \$177,000.

In view of the total economic package, the Hearings Officer recommends the following:

1. Debate and Forensics 6% of salary if conducted after school hours. (This was in the 1967/68 contract but is modified by the proviso "if conducted after school hours")
2. The Visual Aids person be given the \$200 again this year. (This is the same amount provided in the 1967/68 contract)

3. The faculty member who orders supplies and coordinates the activities of the several shops should continue to receive the annual payment of \$300 as has been the practice in the last several years.
4. Other department heads, if so designated by the Superintendent, will receive a payment of \$100. If the Board elects to designate department heads, there would probably be a total of four in the following subject matter areas: English, Math, Social Studies and Science.
5. No payments will be made for cheerleading, senior class advisor, junior class advisor, and Girls Athletic Association.

The school calendar also came up for discussion. The parties have agreed to a school calendar of 186 days distributed as follows: 2 days for pre-school conferences, 1 day for the county meeting, 1 day for the M.E.A. Regional Meeting, 1 day at the end of the first fall semester for time to prepare grades and records, 1 day at the end of school in June to prepare grades and records and 180 teaching days. Since the parties have agreed to this calendar, the Hearings Officer recommends that it be recognized by the parties. This means that as soon as the parties complete their negotiations, the pre-school conferences will be conducted and classes will begin thereafter.

In summary, the Hearings Officer sought to accommodate the needs of the parties. The above recommendations can serve as the basis for the parties to reach agreement. The Hearings Officer strongly urges the parties to accept this Report in order that school may open without any further delay. Furthermore, it is hoped that this Report will assist the parties in developing a more constructive approach to School Board - Education Association relations.

Daniel H. Kruger  
Hearings Officer

September 3, 1968