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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
FACT FINDERS REPORT AND RECOMMENDATIONS
in
the
CONTRACT NEGOTIATIONS IMPASSE

between

CHELSEA PUBLIC SCHOOLS and CHELSEA EDUCATION ASSOCIATION

John B. Coyle

-APPEARANCES-

CHELSEA PUBLIC SCHOOLS:

Charles S. Cameron ----- Superintendant
Fred A. Mills ----- Business Manager
David S. Crocker ----- Attorney
Allen R. Conklin ----- Negotiating Committee
Charles H. Lane ----- Negotiating Committee
Richard A. Lepanowski ----- Negotiating Committee

CHELSEA EDUCATION ASSOCIATION:

M.E.A. ----- Executive Director
Richard A. Gray ----- Executive Director, Michigan Education Association
DiAnn L'Roy ----- President, Chelsea Education Association
Leonard Solomon ----- Chief Negotiator
Paul L. Terpstra ----- Negotiating Committee
Mary Kathryn Webber ----- Negotiating Committee

Chelsea Public Schools

Negotiations between the Chelsea School Board and the Chelsea Education Association over a contract for the 1972-73 School year reached an impasse, and an application for Fact-Finding was filed by the Association on September 15, 1972. A Fact Finder was appointed on October 3, 1972. The first Hearing was held on October 26, 1972. Subsequent Hearings were held on November 7, 1972, November 10, 1972 and November 22, 1972. At the conclusion of these hearings there were seven issues which had not been resolved between the Parties. Specifically they were as follows:

- (1) Adequate accommodations, equipment, and supplies for Students.
- (2) Reinstatement rights of Teachers returning from a Maternity Leave of Absence.
- (3) A General Leave of Absence for reasons of Personal Business.
- (4) Notification to Teachers if any record is made for future reference of any criticism of their performance which places their job in jeopardy.
- (5) Retroactivity of new rates to the summer of 1972.
- (6) The Group Insurance Program - specifically, the percentage of premium cost to be borne by the School District.
- (7) A new salary structure.

For the edification of all concerned the positions taken and the arguments presented by the Parties on each of these issues is set forth below, along with the conclusions and recommendations of the Fact Finder.

THE FIRST ISSUE

Article V of the present Contract is titled "Teaching Hours, Conditions, and Class Load". Under basic subsections titled (A) Teaching Hours, (B) Class Size, and (C) Equipment, this Article covers a wide variety of terms and conditions of employment for Teachers, including schedules, hours, preparation time, lunch periods, experimental programs, teaching loads, teacher aids, emergency relief, study periods, pupil teacher ratios, class size, equipment, facilities, clerical services, and teaching supplies, along with personal accommodations, including telephones, faculty lounges, vending machines, closet space and automobile parking facilities. It also covers unsafe or hazardous working conditions and provides that teachers shall not be required to perform tasks or work under conditions that endanger their health and safety.

This first issue involves a proposal by the Association for an addition to the existing provisions of Article V to deal with a condition which they see as a problem for some students and for some teachers. The problem as the Association sees it arises out of an inadequacy of space, equipment, accommodations (desk, chairs, etc.), and supplies for some of the students in some of the classes.

The Association contends that in many cases, particularly in Art, Science, and Vocational Classes, these are inadequate for the number of students enrolled in the class, and as a result, some students are not receiving adequate educational opportunities. Along with their concern for the adequacy of educational opportunities for the students the Association also points out that this issue involves the working conditions under which a

teacher must teach. They argue that teaching under conditions in which facilities, equipment, or supplies are inadequate places an unreasonable hardship on the teachers.

As a solution to this problem as they see it, the Association has proposed that the following language be added as a fourth paragraph under Part "B" in Article V of the present Contract.

The Maximum for all classes should be obtained in the following manner:

All classrooms shall be inspected to determine the maximum number of students allowed in the facility. In no event shall more than the maximum number of students allowable in any room be exceeded. The Board agrees to furnish all necessary student equipment (i.e. desks, textbooks, plus any and all other equipment of a personalized nature) in each of these rooms.

In the making of this proposal the Association took special care to point out that it was not intended to be an attempt to further reduce student teacher ratios or to limit class size except on the basis of the adequacy of factors they feel should govern, specifically, space, accommodations, equipment, and supplies available for the students.

In response to this proposal the Board takes the position that the space, accommodations, equipment, and supplies furnished to students is not a subject over which it is legally obliged to bargain with a Teacher Association and that this issue is therefore regarded by the Board as non-negotiable. Nevertheless, on the merits of the proposal the Board expressed the opinion that placing limits on the enrollment of students in classes on the bases proposed by the Association would inevitably require the School to set up a separate class for a few students. They submit that this would not only be uneconomical but also unnecessary and unwise.

FINDINGS AND RECOMMENDATIONS

The adequacy of facilities, equipment and supplies for students, standing by itself may not be a mandatory subject for collective bargaining, but when it adversely affects the working conditions under which a teacher must perform, it may be. In any event this is not a question of fact, but rather, is a question of law, and as such, is beyond the scope of this report and recommendation.

The basic question for the Fact Finder in this issue is how the matter should be resolved at this point in time and at this juncture of the impasse that has been reached by the Parties in their negotiations over a new Contract. Pursuant thereto the following observations and recommendations are made.

While there may be some merit to the arguments advanced by the Association during their discussion of this matter, and the Association is rightfully concerned about the working conditions of its members, the hardships on teachers arising out of the circumstances described by the Association do not appear to be frequent or severe.

With respect to the adequacy of educational opportunities for the students, the Association must be commended for its concern. However, note must be taken of the fact that the ultimate accountability to the Community for the adequacy of physical plant, facilities, accommodations, equipment, and supplies for students rests squarely and solely on the shoulders of the Board and not on the Association. This particular responsibility is not even shared by the Teachers. Indeed the Association has recognized this in their proposal which says, "The Association believes the District has the ability to fulfill this responsibility of providing adequate equipment".

For the reasons set forth above the Fact Finder recommends that the Association be satisfied with being on record at the present time, and for the future, with having its protest a matter of record, but in the interest of a new contract without a strike, withdraw this demand from their negotiations this year.

THE SECOND ISSUE

Paragraph "B" of Section II of Article VIII of the present Contract covers Maternity Leaves and provides that "Upon the expiration of the leave period granted, the Teacher shall be entitled to return to the first job vacancy available for which she is qualified".

The subject of Medical Leaves of Absence is covered under Article VIII, Section I. No reference is made in this provision to the reinstatement rights of Teachers returning from a Medical Leave of Absence. However, during the Hearing the Board gave undisputed testimony to the fact that in Medical Leave of Absence cases it has been the past practice "to reinstate teachers to work within their certification".

Here is apparently a distinction between both the immediacy of reinstatement as well as the job rights of Teachers who return from a Medical versus a Maternity Leave of Absence.

In the rationale supporting their proposal on this issue the Association claims to seek no more than the elimination of this distinction. For example, they refer to the Equal Opportunity Commission and point out that the Guidelines of that Commission dealing with reinstatement rights of employees returning from Maternity Leaves provide that "Any disability

deriving from pregnancy, including recovery from childbirth, miscarriage or abortion, must be treated the same as any other temporary medical disability for purposes of leave, seniority, insurance benefits, reinstatement and the like".

The following is also a direct quote from the Association's supporting statement" "We are not asking for any special benefit. We only ask that childbirth be treated like any other temporary disability and that complications of pregnancy be considered an illness like any other".

However, in the language of their proposal they go beyond the reinstatement right of Teachers returning from a Medical Leave of Absence under a policy which they have accepted in the past, and have made no move to change in the future, and must therefore be regarded as satisfactory. Specifically, they have accepted a past practice of reinstating Teachers who return from a Medical Leave of Absence "to work within their certification" and yet propose that Teachers returning from a Maternity Leave of Absence be reinstated "to the teaching assignment held prior to the beginning of said leave".

In their response to this proposal the Board objects to going this far (to the specific teaching assignment) on the strength of arguments that the law does not require them to do so and that to do so would present administrative problems. The Board holds to the existing limitation of reinstatement rights "to the first job vacancy available for which she is qualified" and by so doing proposes to continue the present distinction between the reinstatement rights of Teachers returning from a Medical Leave versus a Maternity Leave.

FINDINGS AND RECOMMENDATIONS

In the opinion of the Fact Finder any distinction between the reinstatement rights of Teachers returning from a Medical Leave versus a Maternity Leave should be eliminated. Also, this can best be accomplished by adopting the language of the proposal made by the Association, with one exception, and that is a substitution of the words "to work within their certification" for the words "to the teaching assignment held prior to the beginning of said leave".

THE THIRD ISSUE

The existing contract contains no provision for the granting of a leave of absence for reasons of Personal Business. The Association proposes that a new provision be added to the contract, specifically as follows:

"A general leave of absence for one (1) year shall be granted to a Teacher who has served the District for a period of seven (7) years upon such a request being made. A Teacher returning from a general leave of absence shall be placed at the same step as the year in which he left and all sick leave shall remain as it was prior to taking of this leave. Any Teacher returning from a general leave of absence shall be entitled to return to her former assignment or one of like nature and status.

In making this proposal the Association claims that teaching is a tremendous mental strain, and that it is for this reason they have proposed a General Leave. However, they emphasize that under their proposal there need be no reason given in the request for the Leave, and that upon Application from a Teacher the granting of the Leave would be mandatory. They hold that it must be mandatory "to prevent the use of this clause to discriminate in favor of certain people and against others....". They argue that this clause would then allow Teachers "to do those things which they would be unable to do as a result of stipulations in the present agreement", and offer as some

examples the "taking of courses not applicable to their teaching responsibilities", or "try their hand at business", or "simply rejuvenate their enthusiasm for teaching". They also contend that the inclusion of this proposal would not cost the School System any more and might even cost less.

In their response to this proposal the Board has expressed a willingness to agree to include all but the mandatory feature of this proposal in a new agreement and to grant such leaves when, in its judgement, the granting of such leaves would not be contrary to the best interests of the School District.

FINDINGS AND RECOMMENDATIONS

While the benefits recited by the Association from its proposal might be desirable, and in some cases of mutual benefit to the Teachers and the School District, it is also possible that they would not. It would depend upon many variable factors including the Teacher, the way in which leave time would be spent, the timing of the leave, the possibility of replacing the Teacher, how many, if any, return, and many others.

The Fact Finder appreciates the intent and the sincerity of the Association in making this proposal, and its desire to avoid any improper discrimination on the part of the School Administration. However, in seeking these benefits and protections the Association has included a feature in its proposal which also wipes out any opportunity for the Board to use good and fair judgment, exercise proper discretion, and maintain necessary controls over the quality of education for which the Board is accountable to the Chelsea Community. Specifically it is the mandatory feature.

The Board has not rejected the entire proposal or the rationale supporting it. They are simply insisting that they be allowed the discretion they require to discharge their responsibilities. To afford them this opportunity they have proposed the following substitution for the first sentence in the Associations proposal:

"A general leave of absence for one (1) year may be granted to a teacher who has served the District for a period of seven (7) years upon such request being made, provided the granting of such leave will not be contrary to the best interests of the School District".

The Association is reminded that the present Contract has no provision at all for the type of General Leave proposed. Acceptance of the compromise counterproposed by the Board would represent a large step toward the Association's objectives and give the Board an opportunity to demonstrate its good faith during the next contract term.

It is the recommendation of the Fact Finder that this issue be settled on the basis of the last proposal made by the Board.

THE FOURTH ISSUE

The Association is concerned about the possibility of a Teacher not being made fully aware of the precariousness of his or her position in any cases where deficiencies that may be noted on an Evaluation represent a serious threat to the continuation of his or her employment. They cite cases in which their members have come to them surprised at actions taken by the Administration to discipline or disqualify them. In any case where a Teachers job is in jeopardy due to the serious nature of warnings during any Evaluation they want this fact made "crystal clear" to the Teachers, and they want this done in writing, on the Evaluation Form, a copy of which is given to the Teacher.

The Association offers an additional reason for proposing this procedure. They want to be in a position to represent their members before any further more stringent action is taken to discipline or disqualify the Teacher.

Section E of Article XI in the present Contract deals with situations in which the performance of a Teacher is not satisfactory, and provides as follows:

"In the event a teacher's performance is considered less than satisfactory at the first evaluation, the principle shall be expected to provide counseling either personally or by assigning an appropriate faculty member for such purpose; and, further, such teacher whose performance is considered unsatisfactory shall, at his request, be granted one evaluation in addition to and at some date between the two evaluations specified in Section A of this Article XI".

The Association proposes that the following language be added to Section E.

"In the event a teacher's job is in jeopardy due to the serious nature of warnings on the evaluation the principle shall be obliged to inform the teacher in writing on the aforementioned evaluation form".

The Board takes the position that the Teachers already have adequate protection under Article XI covering Teacher Evaluation, and Article XVIII covering Grievance Procedure, and the Tenure Act itself. It argues further that the Grievance Procedure and the Tenure Act are mutually exclusive in the sense that the Act prohibits a Teacher from proceeding through any other route in any matter pre-empted by the Tenure Act, and that the Association proposal would in effect violate this principle by giving double protection under both the Tenure Act and the Contract. For these reasons the Board has rejected the Associations proposal.

FINDINGS AND RECOMMENDATIONS

A careful reading of the language of the Associations proposal discloses that it makes reference only to situations in which the nature of a warning during an evaluation is serious enough at that time to place a teacher's job in jeopardy. It provides only that in such event the teacher shall be informed of this fact in writing. Indeed it does provide that the notice to this effect be entered on the Evaluation Form, but this is not, in the opinion of the Fact Finder an essential part of the proposal. The essence of the proposal is a notice in writing which could be in any form preferred by the Administration.

In the opinion of the Fact Finder this is not an unreasonable request, does not duplicate or conflict with any other provision of the contract, and is in keeping with well established principles of sound Employee and Union Relations. It does not in any way prohibit the giving of constructive verbal criticism, as required, in the judgement of the Administration. It merely provides that when a teacher has not responded to counseling and/or constructive criticism and/or admonishments, and the teacher is warned of the probability of further disciplinary action if the changes required are not met, then, in that event, and only in that event, the warning shall be reduced to writing and a copy furnished to the Teacher.

It is the recommendation of the Fact Finder that the language of this proposal be accepted as submitted.

THE FIFTH ISSUE

At issue here is a question of which salary rates shall apply to work performed during the summer months of 1972. The Association wants the new rates in the new 1972-73 Contract applied retroactively for summer work to July 1, 1972.

In support of this position the Association claims that it has been a well established past practice to do so, and cites the two preceding Contracts. The Contract which ran from July 1, 1969 to August 31, 1971 includes the following language:

"The Parties agree that all pay increases for summer work in 1969 shall be retroactive to July 1, 1969".

The Contract which runs from August 31, 1971 to August 31, 1972 reads as follows:

"Teachers employed during the summer months shall as of July 1, 1971 be paid on the basis of the 1971-72 salary schedule".

In response to this proposal the Board argues that neither the subject of salary payment for summer of 1972 nor a retroactive date of July 1, 1972 are appropriate subjects for bargaining since the previous contract did not terminate until August 31, 1972. Accordingly, the Board holds, they have no legal obligation to bargain on the matter.

FINDINGS AND RECOMMENDATIONS

While the law may not require the Board to bargain over a subject already settled in a previous contract, specifically salary payments for summer work prior to August 31, 1972, the law does not prohibit the Board from doing so. They were apparently comfortable under the law in doing so in

the negotiation and settlement of their previous contract and including in that contract the stipulation now requested by the Association in the next Contract.

The question here therefore is not what must be done, or what can be done, under existing law, but rather, what should be agreed to by the Parties within their freedom to agree. In dealing with this question the Fact Finder must remind the Association that as a general practice new contracts do not include selected provisions that have an effective date reaching back into a prior agreement, and that there are good and sound reasons for this practice. It disturbs a settlement already made. It opens a pandora's box of demands for other provisions to be treated in a similar matter. It denies an Employer the prospect of firm budgeting and forecasting. Generally, unless there are extraordinary reasons for doing so, the practice of making new wages and benefits effective on the effective date of the new contract is to be preferred.

The Fact Finder sees no extraordinary reasons for departing from this well established practice in these negotiations, notwithstanding the fact that the Parties have agreed to do so once in the past.

It is therefore recommended that all salaries agreed upon in a new contract, including summer rates, be applicable on the effective date of the new Contract.

THE SIXTH ISSUE

This issue raises questions of both principle and cost. In their proposal the Association would establish the principle of Non-Contributory financing of Hospital and Medical Benefits for Teachers. At the present time these are financed on a Contributory basis, i.e. the employee pays a share of the Premium Cost. Secondly, the principle of Employer Choice of Carriers is involved. The proposal of the Association goes beyond the economics of less premium cost for the Teacher and more premium cost for the Board. It also insists that the Board shall not have a free choice of Carriers, even with assurances from the Board that Benefits would be substantially the same. Thirdly, the proposal would increase the cost to the Board of providing the present Hospital/Medical Benefits. It would also constitute a departure from a fixed cost for the Employer under existing arrangements, and require the Employer to make an open-end commitment to absorb any and all future increases in premium cost.

Specifically the proposal of the Association is as follows:

"The Board agrees to pay the (full) costs of full health coverage for each staff member (and his or her dependents) based upon the Blue Cross - Blue Shield or M.E.A. Super Medical Maximums (premium) as determined by their marital and dependent status. In the event the Teacher elects not to take the aforementioned health coverage he may apply the single coverage rate to the purchase of annuities on other options as designated in this Article".

In their response to this proposal the Board makes two conditional counter-offers and gives the Association the option of accepting either.

The first option is one under which the Board will accept the principle of Non-Contributory financing and will assume the full cost of Hospital/Med

ical Benefits, on the following conditions.

- (1) The Board shall have sole and exclusive choice of Insurance Carriers or Pre-Payment Plans, and,
- (2) The Board will assure the Association and Teachers that in making any change in Carriers or Pre-Payment Plans there will be no substantial reduction in Benefits.

The second option is one under which the Board will increase its annual dollar contribution to Premium Cost by the amounts shown, and continue the Plans presently in effect.

<u>TYPE</u>	<u>PRESENT</u>	<u>NEW</u>	<u>INCREASE</u>
Single	\$ 178.00	\$ 194.04	\$ 16.04
One Dependent	\$ 468.00	\$ 516.00	\$ 48.00
Family	\$ 488.00	\$ 535.00	\$ 47.00

Under either option the Board insists that the new agreement will not become effective until the date the new Contract is ratified.

In their response to these conditional counter-proposals the Association objects to the conditions set forth by the Board, specifically the freedom of the Board to make unilateral decisions relative to Insurance Carriers or Pre-Payment Plans, and the effective date geared to a date of Contract ratification. The Association also wants assurance that the Insurance Program will be maintained on a policy year basis through October and will not be cancelled on the termination date of the Contract.

FINDINGS AND RECOMMENDATIONS

Full payment of premium is a principle that is being extended increasingly throughout School Districts of the general geographical area within which the Chelsea System operates. The adoption of this principle in Chelsea would not constitute pioneering of a new principle or concept. The Board has indicated its ability and willingness to absorb the additional premium cost. For these reasons the Fact Finder recommends that it be done. However, one of the conditions set forth by the Board is not, in the judgement of the Fact Finder, a condition which the Association, or any Union for that matter, could reasonably be expected to accept. This is the right to change Carriers or Pre-payment Plans unilaterally. Any change from the present Pre-Payment Plan, or M.E.A. Plan, or the selection of a new Carrier, would be a matter of serious and rightful concern to the Association and its members. No two Policies or Plans are identical and there are substantial differences between the services of Insured Plans versus Pre-payment Plans. No decision of this type should be made unilaterally. It should be made by mutual agreement and only by mutual agreement.

With respect to an effective date for beginning payment of the full premium, however, the position taken by the Board is not an unreasonable one and should be accepted by the Association. If the Board is willing to compromise and withdraw its demand for unilateral control over the choice of Carriers or Pre-payment Plans, the Association should be willing to withdraw its demand for the reimbursement of Teachers to cover premiums already paid. A commencement date of the first of the month following the month in which ratification of a new contract occurs is therefore recommended.

The assurance requested by the Association that the Group Insurance Plans will be kept in force irrespective of the termination date of the Contract reflects an anxiety which is unfortunate, to say the least, in a relationship that must rest on trust and good faith. Any such action taken by the Board to cancel or otherwise disrupt the continuity of this essential benefit would not only be unreasonable but unnecessary and in the judgement of the Fact Finder it would destroy any semblance of trust and good faith between the Board and the Association and certainly impair the prospects of a peaceful settlement of a new Contract. However, to the extent the Association feels a need for such reassurances they should be given.

THE SEVENTH ISSUE

The issue of salaries involves a difference of position between the Board and the Association over (1) the institution of additional salary schedules between the B.A. and M.A. Degrees and beyond the M.A. Degree, (2) specific salaries to be established in the new contract, and (3) a retroactive date for new salaries.

The previous contract includes only two schedules, specifically, one for the B.A. Degree and one for the M.A. Degree (or B.A. plus 30). The Board proposes to retain only these two schedules. The Association proposes to institute three additional schedules, specifically, (1) B.A. plus 15, (2) M.A. plus 15, and (3) Specialist or M.A. plus 30.

On the question of new salaries the Board proposes that salaries in the B.A. and M.A. schedules of the previous contract be increased at a constant percentage reate of 3.84%. The Association proposal ranges from a low of 3.84% to a high of 10%.

The corresponding dollar increases resulting from the application of the percentages proposed by the Board range from a low of \$ 300.00 to a high of \$ 468.00 in the B.A. Schedule. In the M.A. schedule they range from a low of \$ 330.00 to a high of \$ 513.00. In the Association proposal these increases range from a low of \$ 300.00 to a high of \$1,268.00 in the B.A. Schedule, and from a low of \$ 330.00 to a high of \$1,328.00 in the M.A. Schedule.

The proposal made by the Board is as follows:

<u>Step</u>	<u>B.A.</u>	<u>M.A. (or B.A. + 30)</u>
1	\$ 8,100.00	\$ 8,910.00
2	\$ 8,343.00	\$ 9,072.00
3	\$ 8,586.00	\$ 9,315.00
4	\$ 9,072.00	\$ 9,720.00
5	\$ 9,558.00	\$10,206.00
6	\$10,044.00	\$10,773.00
7	\$10,530.00	\$11,421.00
8	\$11,178.00	\$12,231.00
9	\$11,907.00	\$13,041.00
10	\$12,636.00	\$13,851.00

The last proposal made by the Association is as follows:

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 15</u>	<u>M.A. or B.A. + 30</u>	<u>M.A. + 15</u>	<u>Specialist or M.A. + 30</u>
1	\$ 8,100.00	\$ 8,505.00	\$ 8,910.00	\$ 9,315.00	\$ 9,720.00
2	\$ 8,343.00	\$ 8,829.00	\$ 9,072.00	\$ 9,720.00	\$10,368.00
3	\$ 8,748.00	\$ 9,234.00	\$ 9,477.00	\$10,206.00	\$10,935.00
4	\$ 9,315.00	\$ 9,639.00	\$ 9,963.00	\$10,611.00	\$11,502.00
5	\$ 9,882.00	\$10,206.00	\$10,530.00	\$11,340.00	\$12,069.00
6	\$10,449.00	\$10,773.00	\$11,178.00	\$12,069.00	\$12,960.00
7	\$11,016.00	\$11,421.00	\$11,907.00	\$12,717.00	\$13,527.00
8	\$11,745.00	\$12,312.00	\$12,798.00	\$13,446.00	\$14,175.00
9	\$12,555.00	\$13,122.00	\$13,689.00	\$14,256.00	\$14,823.00
10	\$13,446.00	\$14,094.00	\$14,661.00	\$15,066.00	\$15,552.00

In making their proposal the Association states that its objective is to establish adequate pay on the basis of training and experience. They claim that a number of School Districts in the area already reflect these salary objectives in their structures. The Board also claims that its proposal would result in salaries that compare favorably with average salaries in the area. They contend their offer is therefore "reasonable" and reflects "what teaching services in the Chelsea District are worth".

On the question of a retroactive date the Association proposes July 1, 1972 which is two months prior to the termination of the previous contract. The Board contends that the effective date of new salaries should be August 31, 1972 which is the first date following the termination of the previous contract.

FINDINGS AND RECOMMENDATIONS

There is no dispute between the Board and the Association over the financial ability of the District to meet the salary objectives outlined in the proposal of the Association. The Association contends that the District is financially able to do so and the Board takes no issue with their contention. It emphasized this fact during the Hearing in stating that its position was not based on any inability to pay, but rather, on what it considers "reasonable".

Differences of opinion do exist with respect to the specific amounts of revenue than can reasonably be expected from various sources, and on specific amounts of expense that should be anticipated, and on the propriety of including or excluding selected items of income or expense from budgetary calculations. However, there is general agreement between the Board and the Association that the Operating Budget from 1972-73 will probably be approx-

imately \$190,000 higher than it was during the 1971-72 period.

In the light of this agreement, supported during the hearing by evidence and testimony submitted by both parties, the Fact Finder has no reason to question the financial ability of the District to meet the salary proposals of the Association. However, the question here is not only whether it can, but also whether it should, and the answer involves more than just the ability to pay. It also involves questions of a reasonably competitive alignment with other Districts in the area, proper respect for public policy as reflected in current wage guidelines, adequate incentives for Teachers to work for promotions and for professional growth and development, and the rate of rise in the cost-of-living in the Chelsea community. All of these must be considered in the establishment of a new salary structure.

The Fact Finder takes all of these into consideration in making the following recommendations.

- (1) One additional schedule should be added, specifically, a schedule for M.A. plus 30 or Specialist. A review of other contracts in the area discloses that the principle of incorporating some incentives and financial rewards for continuing education and professional development is well established. In the opinion of the Fact Finder this addition would offer mutual benefits to both the Teacher and the District.

The schedule established should be approximately five percent (5%) higher than the M.A. schedule. This will not provide the differential requested by the Association but it is more than the Board has offered and therefore constitutes a compromise.

If accepted, this recommendation will establish the principle in the current contract, provide for some incentive and rewards for Teachers who continue to advance their educational and professional qualifications, and bring the Chelsea District into alignment with a developing trend in the area it serves.

- (2) A new salary schedule for the B.A. and M.A. Degrees should be based upon a 5.3% increase in the previous schedules. This is more than the Board proposed and less than the Association wants, but in the opinion of the Fact Finder it would produce a schedule that represents a reasonably competitive alignment with other Districts, recognize increases in the cost-of-living in the Chelsea community, respect the current wage guidelines, and provide a structure with adequate incentives for Teachers.

The dollars of increase in the new salary schedule that would be generated by the application of this percentage rate range from \$413.00 to \$645.00 at the B.A. level and from \$454.00 to 707.00 at the M.A. level. For Teachers who have moved up a Step since the previous contract period these increases are in addition to the longevity increases to which they are entitled.

Specifically, the new structure recommended is attached hereto as Appendix "A".

- (3) On the question of a retroactive date it is the recommendation of the Fact Finder that new salaries be made retroactive to August 31, 1972. This recommendation recognizes the fact that salaries through August 30, 1972 have already been made a matter of previous contract and is based on the basic principle of respect for any contract finally consummated.

SUMMARY OF RECOMMENDATIONS

In summary, it is the recommendation of the Fact Finder that the differences between the Board and the Association be resolved on the following bases.

- (1) The proposal of the Association for additional language dealing with the adequacy of facilities, equipment, and supplies for students should be withdrawn.
- (2) The language proposed by the Association to govern the reinstatement rights of Teachers returning from a Maternity Leave of Absence should be adopted with one modification, and that is, they should be given reinstatement rights "to work within their certification".
- (3) The proposal of the Association for a General Leave of Absence should be adopted on the basis of the language in the counterproposal of the Board.
- (4) The proposal of the Association to provide for written notification to any Teacher whose job is in jeopardy should be adopted as submitted.
- (5) Salaries for summer work in 1972 should be paid on the basis of the previous contract through August 30, 1972 and on the basis of the new contract beginning August 31, 1972.
- (6) The Board should assume the full premium cost of Group Insurance for full family on the first of the month following the month in which the new contract is ratified.

- (7) A new salary structure based upon a 5.3% increase in the previous schedules should be adopted and made retroactive to August 31, 1972. Another schedule should be added, specifically, as a M.A. plus 30 or Specialist level, at approximately five percent (5%) over the M.A. level.

In addition to the recommendations set forth above the Fact Finder makes one additional recommendation, and that is, that the entire Contract run from August 31, 1972 to June 30, 1973. This will avoid any future controversy over retroactivity of new contract rates to a previous summer period, and also allow the parties to complete the negotiating, mediating and fact finding processes required and resolve there differences one way or another prior to the commencement of the next school year.

1/4/73
(Date)

John B. Coyle
John B. Coyle

APPENDIX "A"

SALARY SCHEDULES for 1972-73

<u>STEP</u>	<u>B.A.</u>	<u>M.A. or B.A. + 30</u>	<u>Specialist or M.A. + 30</u>
1	\$ 8,213.00	\$ 9,034.00	\$ 9,486.00
2	\$ 8,690.00	\$ 9,199.00	\$ 9,656.00
3	\$ 8,706.00	\$ 9,445.00	\$ 9,917.00
4	\$ 9,199.00	\$ 9,856.00	\$10,349.00
5	\$ 9,692.00	\$10,349.00	\$10,866.00
6	\$10,185.00	\$10,924.00	\$11,470.00
7	\$10,677.00	\$11,580.00	\$12,159.00
8	\$11,334.00	\$12,402.00	\$13,022.00
9	\$12,074.00	\$13,224.00	\$13,885.00
10	\$12,813.00	\$14,045.00	\$14,747.00