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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding between  
Flushing Board of Education  
and

Flushing Education Association

Alan Walt

FACT FINDING REPORT

Pursuant to application for fact finding filed by  
the Flushing Education Association, and dated September 26, 1969,  
the undersigned was appointed Fact Finding Hearings Officer by  
letter to the parties dated October 1, 1969.

Pursuant to notice duly given, hearings were held  
on October 15, 23, 29 and 30, 1969.

In the course of the hearings, the parties presented  
their respective positions in regard to a number of unresolved  
collective bargaining issues. This report will take up each issue  
separately, will briefly set forth the positions of the parties,  
and will then make a recommendation thereon.

CLASS SIZE

POSITION OF THE ASSOCIATION

The Association seeks establishment by contract of a  
ratio of pupils to total classroom teachers not to exceed 25 to  
1 with provision for some appropriate control in the event this  
number is surpassed. In other districts, some of the methods  
used when the ratio is exceeded are: hiring additional teachers;

Flushing Board of Education

hiring of teacher aids; prior consent of the teacher; resort to grievance procedure; payment of a fixed monetary sum; and consultation with the teacher and/or the Association.

In the previous contract the parties recognized that the pupil-teacher ratio was "an important aspect of an effective educational program" and agreed "that class size shall be kept at reasonable levels." During the 1967-1968 school year the average class size in the district was 30.5. This figure decreased to 28.95 in the 1968-1969 year, and this year the average has again been reduced to 28.14. However, the foregoing represents an average for all levels -- primary, intermediate and high school -- whereas the pupil-teacher ratio at the elementary level is well in excess of 30 to 1. When the pupil-teacher ratio at the high school level is examined, it is seen that in some instances it is as low as 10 to 1. This fact becomes important since there is a single salary schedule for all teachers and quite obviously, teachers at the K-8 level have a much heavier teaching burden.

There can be no real question concerning the proposition that a smaller pupil-teacher ratio is an extremely important factor in achieving effective educational goals. The ultimate goal, at least in theory, is to come as close as possible to a 1 to 1 ratio.

The Board's contention that greatly increased building needs will be faced by the district in the near future may be true. However, there is no basis to conclude that the needs will increase in any greater proportion than they have over the past few years. The electorate of this district has readily met these

needs as presented; there is no reason to believe that they will not continue to do so. This argument is, therefore, inapplicable to the issue of smaller class sizes.

#### POSITION OF THE BOARD

The Board does not dispute the relevancy of the pupil-teacher ratio to the educational process but points out that it is only one of a number of factors. Perhaps the most important factor is the general competency, experience and effectiveness of the classroom teacher.

The community in which this district functions can be best described as a "bedroom" suburb of Flint which has experienced a rapid increase in population over the last few years and, according to all responsible estimates and studies, will continue to increase in the foreseeable future. This will, of course, result in an ever-increasing school enrollment, the first effect of which has been and will continue to be a shortage in classroom units.

The district has in the past recognized the need for additional teaching units and its citizenry has voted millage to build new schools and expand existing ones. But this building and site program will have to continue in the future.

In the interim, the classroom shortage continues, and the Board has found it necessary to establish classrooms in churches and old county schools, filling all available space. The district has experienced the need for approximately 10 classrooms a year.

Under these circumstances, an ever-fluctuating pupil-teacher ratio cannot be avoided as much as the Board would like to do so. To establish a fixed ratio -- especially at the level suggested by the Association -- will place the Board and the

district in an impossible situation in this period of rapid expansion with construction of new buildings and additions following slightly behind increased enrollment.

Based on studies of building and site needs projected to 1972, the Board believes that it will have sufficient classrooms available to implement a 30 to 1 pupil-teacher ratio.

The pupil-teacher ratio has been decreasing; in the last school year it was 28.95 and has been reduced to 28.13 for the 1969-1970 year. The Board acknowledges that the heaviest classroom load is found at the elementary level. The fourth Friday count of 5,263 students is actually larger now, due to continued new enrollments, and an examination of school enrollment since 1965 shows an approximate 25 percent growth in student population. The Board has hired 11.25 new teachers this year and plans to hire another as soon as a room becomes available at the Seymore School.

All this indicates the Board's awareness of the district's needs concerning availability of classrooms. As these are constructed, the pupil-teacher ratio will decrease. But to make mandatory a ratio such as that suggested by the Association would cause an extreme hardship and would in fact be adverse to the best educational interests of the students.

#### FINDINGS AND CONCLUSIONS

The issue of classroom size, or pupil-teacher ratio, is a proper subject for inclusion in the collective bargaining agreement. In Genesee County the Flushing district ranks 17th out of the 21 districts in pupil-teacher ratio based on figures for the 1968-69 year. Analysis of the classroom size over the last few years indicates that the pupil-teacher ratio has been

decreasing, to its present ratio of 28.13. This has been done by the utilization of all available space including the use of old county school buildings and churches. Implicit in the Board's actions to make available additional classrooms is its recognition that a smaller pupil-teacher ratio is indeed a significant factor in the educational process; it is not necessary here to expostulate its proper place in that process.

It is found that the Board, aware of the ever increasing school population, has moved to obtain added classrooms and continues to do so. It has projected these needs to 1990 and, as a result, finds that in 1972, with the completion of all building programs contemplated including construction of a new junior high, its classroom needs will be met on a 30 to 1 pupil-teacher ratio.

While I do not believe a fixed ratio should be contractually established at this time in this district, I see nothing wrong with inclusion of a contractual provision containing a statement of the Board's actual goals including a pupil-teacher ratio of 30 to 1. Both parties expressed a willingness to consider a strong policy statement as part of the contract recognizing the significance of the classroom ratio in the educational process and its effect on the teachers' morale.

#### RECOMMENDATIONS

It is recommended that the parties draft a contractual provision in which a specific pupil-teacher ratio is included as the goal of the parties. From the information and factual data submitted at the hearing, it is suggested that a 30 to 1

ratio be used, or become the basis of any ratio developed at all levels -- high, intermediate and elementary schools. Because of continued growth in the district, which the Board recognizes and is attempting to meet as rapidly as possible, it is felt that a penalty provision -- whether monetary, resort to the grievance process or some other -- should not be incorporated into the contract. A strong and forthright statement of goals will acknowledge not only the problems but the needs of both the district and the teachers in this regard.

Such proposal should be inapplicable to the present year, or at least recognize that classroom sizes have already been established.

#### DEPARTMENT CHAIRMAN

##### POSITION OF THE ASSOCIATION

In the past, the school administration has in fact recognized the need for department heads or chairmen and has actually appointed individuals to fill these positions. It is the Association's position that such positions should be contractually recognized and compensation therefor provided accordingly.

The need for department chairmen is found at the secondary school level where there is a continuing need for curriculum study, revision and development. Department heads are responsible for these and other areas, such as communications, inventory, textbooks, and other activities in their departments.

Examination of other districts reveals the existence of department chairmen with varying methods of compensation.

## POSITION OF THE BOARD

The position of the department chairman is considered by the Board to be a promotion and, therefore, not subject to negotiation. Furthermore, assistant principals may be able to adequately fill these positions without the creation of new jobs.

In any event, it is the Board's position that a study should be made, job descriptions drawn and a survey made to determine if qualified personnel are available within the system to assume these positions.

## FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

The parties have had fruitful negotiations in this area. Although the Board has formally stated its position that the creation of department chairmen is not negotiable, it has in fact agreed to study the question.

Since this issue is a proper subject for collective bargaining, it is recommended that the compromise proposal made by the Association to create a joint study committee be adopted with the April 1, 1970 date of their report being extended if the parties deem additional time necessary. The proposal referred to also recognizes that, at this time, no official department chairman positions are in existence and that such duties are purely voluntary.



## SNOW DAYS

### POSITION OF THE ASSOCIATION

The Association seeks inclusion in the contract of a provision to the effect that where students are not required to be in school because of severely inclement weather or other acts of God, teachers should also be excused from the necessity of reporting.

The weather conditions which prevent student attendance also exist for the teachers. It is no easier for them to travel the various roads and highways than it is for the pupils or for school buses.

Furthermore, it should be recognized that there is no financial consequence attached to this proposal; the closing of school because of inclement weather or other acts of God is recognized in the School Aid Act and does not require make-up days.

### POSITION OF THE BOARD

An entirely different situation exists between the attendance of school children where there has been an extremely heavy snowfall and ability of teachers to travel to school in their own vehicles on such days. School buses operate early in the morning, usually when snowfalls are fresh and many roads are as yet uncleared. Cognizance must also be taken of the fact that because of their construction, school buses must, in this sort of weather, "ride the crown of the road"; if they are required to move to the side of the road because of oncoming or passing traffic, they have a tendency to slide or skid from the road into adjacent ditches.



For these reasons, where there has been a heavy snowfall, or other extreme weather conditions exist, schools are closed for the students. However, these reasons do not necessarily exist for the teachers; if roads are physically impassable, teachers cannot be required to report. However, city and county road crews clear most of these streets in the morning and many are not impassable to ordinary vehicular traffic.

Teachers often complain that they have insufficient preparation time. Snow days extend to the teacher the opportunity to accomplish this work.

Under present policies, where the schools are closed to pupils, the teacher may remain away but will not be paid for this time. No reason exists to change this practice.

#### FINDINGS AND CONCLUSIONS

The Fact Finder believes that teachers should report to work -- even though students are not in attendance at the schools -- as long as roads are passable and safe. In this regard there is a need to examine each situation separately.

Situations can be readily envisioned where roads and highways may be clear and passable for some while and other roads are not. This is quite possible in a district which includes both city and rural areas. However, as a general principle, teachers should report for work and should engage in those aspects of their professional functions which can be conducted on snow days.

The parties may want to consider inclusion of a provision whereby teachers are required to report if the city, county or state determines that the affected highways are clear, or after sufficient snow has been removed therefrom to make them passable.

#### RECOMMENDATIONS

It is recommended that the present practice of the district continue concerning snow days, i.e., that the teacher report for duty but that the day can be taken off without pay. However, it is felt that the question of the safety and driveability of the road or roads involved for any particular teacher be determined by reference to city, county, or state departments involved with the responsibility of snow removal.

#### RETROACTIVITY

##### POSITION OF THE ASSOCIATION

All financial benefits and all other contractual provisions which may have a retroactive effect should relate back to the beginning of the school year under the contract finally adopted. This will include pay for extra-curricular activities.

Fairness and equity mandate the insertion of a provision requiring retroactivity since teachers should not be penalized for delays in negotiating a contract.

##### POSITION OF THE BOARD

The Board believes the fact that the Association has seen fit to strike and close the schools, in violation of state law, should be taken into consideration in determining what is fair and

equitable and whether the Association is entitled to retroactivity.

Furthermore, if granted, only salaries and those extra-curricular activities actually worked during the regular school year, should have a retroactive effect. Specifically, a coach should not be paid for time when he was on strike but when the involved athletic activity continued. This type of activity is seasonal, has already been undertaken by the team -- although not by the coach involved -- and cannot be made up subsequently.

#### FINDINGS AND CONCLUSIONS

At the hearing, there did not seem to be any serious objection to having salaries and wages made retroactive, and the Fact Finder can see no reason why they should not be.

There is merit, however, in the Board's argument that an amount should be deducted from fees or wages payable for coaching or other activities similarly affected where the involved athletic team continued to practice -- and perhaps was even coached by someone from the administration -- during the period of the strike.

#### RECOMMENDATIONS

Retroactivity of salaries should be included in any contract negotiated. The parties should also recognize that anyone entitled to salaries or wages for extra-curricular duties which continue to operate or function during the period of the strike without that person in attendance and which are seasonal or cannot be made up, should have a pro-rata deduction made for the period of the strike. A letter of understanding would be appropriate for incorporation of this last point.

## SALARY AND FRINGE BENEFITS

### POSITION OF THE ASSOCIATION

The Association has presented the following salary proposal:

	<u>BA</u>	<u>BA plus 15</u>	<u>MA</u>
Minimum	7,350	7,680	8,026
Maximum	11,745	12,274	12,827

This scale reflects a 4.8% vertical compounding and a 4.5% horizontal compounding in 11 steps (ten increments) in each range. The cost of this salary package is \$1,798,975.00.

In addition the Association seeks Term Life Coverage of \$7,500 including accidental death and disability, and Long Term Disability Insurance based on 60% of salary after 180 days.

Concerning extra-curricular activities, the Association seeks an increase here estimated to cost \$8,000 over present expenditures. The basis of payment for extra-curricular duties should be a percentage of the salary schedule based on the appropriate step in that schedule with a maximum payment through the sixth step. For example if a teacher whose regular salary is at the seventh step becomes a coach, in the first year of these extra-curricular activities he will be paid at the first step of his salary scale with annual increments through the sixth step only.

An increase, estimated at \$500, in fees paid to members of the bargaining unit employed at athletic contests is also demanded.

The Flushing district has always been competitive with surrounding districts in salaries offered its teachers. The Association recognizes that the Board is aware of the need to remain competitive in order to attract and hire needed teachers

as enrollment continues to expand. However, the position taken by the Board in this area fails to live up to past practices and will result in Flushing falling far below other surrounding and comparable areas.

During the last school year Flushing had almost 5,000 students and about 175 teachers. Their state equalized value per child was approximately \$10,000 and only 10.28 mills were available for operations. This year the SEV of the district is \$5,709,754.00. There are 326 more students (an increase of 6.1%) which will result in a corresponding increase in state aid received.

The Association contends that based on additional millage available to the districts as voted, there will be available in the present school year an increase in local revenues of \$514,059.94; this figure contains an adjustment for projected delinquencies in tax collections. In addition, based on increased enrollments and a 1969-70 SEV of \$54,938,976.00, the Board can realistically anticipate an increase in revenues from state sources totalling \$221,546.00. A total increase in anticipated income for the 1969-70 school year is therefore seen to be \$735,606.00.

Based upon the Association's demands concerning salaries and fringe benefits, a total anticipated increase in costs for these items over the last school year is determined to be \$515,775.00. When this figure is subtracted from anticipated increased income for the current year, the Board has available \$263,144.00 in excess of last year's operating monies for all other operating requirements including new programs. This reflects an increase of available money after salaries of 30.7%, even when other expenditures from operating funds are considered such as



fixed charges, plant operations, transportation services, etc. It will be readily apparent that sufficient monies are available to operate as well as to expand and create new educational programs which the Association recognizes are essential.

Statistics indicate that salaries of college graduates in other fields are much higher and it must be recognized that the Board will draw future teachers from this "pool". The Endicott Report shows that starting salaries for college women range from \$5,820 (for secretaries) to \$9,672 in the engineering field; salaries for men are significantly higher at the bottom of the scale, commencing at \$7,884 and ranging to \$9,816. College men employed in industry for ten years show salary averages ranging from \$10,536 to \$11,892.

The relation of millage at the state level is also interesting. During the 1968-69 year, the median millage (operational and building and site) for the entire state was 24.48. For that same year, Flushing had a total millage of 23. In 1967-68 the state median for voted millage for operational purposes was 8.39 and in 1968-69, 10.26. In both of these years, Flushing voted only 2 mills for operational purposes. The district has now voted a total of 10.75 mills for operations and while the educational cost per pupil was the lowest in Genesee County in the past, this will no longer be so. The Association agrees with the Board that the district must catch up in educational programs. However, teachers should not bear the brunt of this need nor should it be done at their expense. As shown above, there are sufficient monies for the establishment of new programs to place the district in the educational vanguard and to pay its teachers fair and competitive salaries.

Although not in its present salary proposal, the Association believes that a salary schedule should be established at the master's degree plus 30 hours (or Educational Specialist degree). This has no economic consequences at this time since none of the teachers in the district are so qualified but it will serve as an incentive for teachers to advance their own educational vistas. Additionally, the Board and the Association have previously agreed for full payment of Blue Cross-Blue Shield health insurance (full family) or M.E.A. Super-Med coverage, as elected by the teacher.

#### POSITION OF THE BOARD

The Board recognizes that in the past it was extremely conservative in the type of educational programs made available to the students of this district. For the 1967-68 year, educational costs per pupil were only \$425.81, ranking Flushing the lowest district out of the 21 in Genesee County (the average amount spent in the county that year was \$546.63 per student). Pupils were not being afforded the best education possible and, in an effort to remedy the situation, a substantial millage question was submitted to the electorate. Not only was the Board involved in this, but the teachers and many members of the community exerted a tremendous effort for its passage. Residents of the district were informed that this additional millage would underwrite operational needs for the next three years.

The district has an extremely high debt retirement. For the present year it is 11.25 mills; only one district in the county has a higher building and site millage. In addition, a new junior high school estimated to cost \$4.5 million is essential



and the Board will be required to place this issue before the electorate.

The Board does not seek to have its teachers "bear the brunt" of creating new programs in the system. It recognizes that it must compete in the market place for teachers and must pay them a fair and comparative wage. For this reason the Board last proposed a starting BA salary of \$7,225 with a 4.5% vertical increment compounded, i.e., all increments would be based upon the increment in the appropriate BA step.

Additionally, it agrees to Term Life Insurance of \$7,500 with accidental death and disability but does not agree to the long term disability insurance plan or M.E.A. Super-Med health insurance requested by the Association.

Extra-curricular activities should not be changed or increased, since those so engaged will benefit from any increase in the salary schedules as finally adopted. Furthermore, the Board does not believe that the payment of athletic contest workers is a proper subject for inclusion in this contract, inasmuch as this cannot be considered bargaining unit work.

To illustrate that teachers' salaries have been competitive in the past, Flushing has ranked 153 out of the 526 districts in the state with an average teacher salary (1967-68) of \$7,873. This figure represented 62% of current operating expenditures that year.

When the average of all teachers' salaries in the county is examined for 1967-68 (the last year for which comparative figures are available) it is seen that Flushing ranks 6th out of the 21 districts, as it does when the increase over the prior year's

salaries are considered. Furthermore, although the district is in the lower 25 percent of the state when equalized value is compared, salaries in Flushing have exceeded the median of state salaries as well as the median for the county.

Furthermore, in the same period (1967-68) the district expended 10 mills for operational purposes and only 1.1 mill for maintenance, which placed it far behind other districts in the county.

#### FINDINGS AND CONCLUSIONS

It is evident that the present Board has clearly recognized the existence of educational deficiencies in its program in past years. Working together with teachers and community leaders, it has obtained a very significant increase in operating millage for a present total of 10.75 mills. This in a time when many other districts repeatedly turned down requests for additional millage.

Furthermore, the Board is desirous of establishing new and expanded educational programs to keep the district and its students current in ever-expanding educational fields; it has hired a superintendent whom it feels can and will implement these needs.

The parties have no disagreement on the need to pay teachers fair and competitive wages. The Board indicates its awareness that to retain its present teachers and attract new and well-qualified ones, it is necessary to compete in the market place with other school districts and to pay accordingly.

There is also no real dispute on fiscal matters involved. SEV for the present school year totals \$54,938,976.00. Although

enrollment is up, the first Friday count was 5,263, resulting in a SEV per pupil of \$10,439.00.

It is recognized that the last millage increase, which resulted in the availability of 10.75 mills for operational purposes, was submitted to the citizenry on the basis that this would be sufficient for the next three years and that in all likelihood, the Board could avoid levying the entire millage in the present year. Notwithstanding, it proved necessary to levy the full millage immediately in order to create new programs at this time. It is not suggested that the Board was unwise in offering the electorate any "assurance" as to future operational millage but it must be recognized that these needs will also continue to expand in the future just as will building and site requirements. With the community spirit which has been shown to exist in Flushing, it is to be hoped that the electorate will continue to meet these educational needs.

The salary schedule for last year (1968-69) was as follows:

<u>Step</u>	<u>BA</u>	<u>BA plus 15</u>	<u>MA</u>
0	6700.00	6950.00	7300.00
1	7001.50	7251.50	7601.50
2	7316.57	7566.57	7916.57
3	7645.82	7895.62	8245.82
4	7989.88	8239.88	8589.88
5	8349.42	8599.42	8949.42
6	8725.14	8975.14	9325.14
7	9117.77	9367.77	9717.77
8	9528.07	9778.07	10128.07
9	9956.83	10206.83	10556.83
10	10404.89	10654.89	11004.89

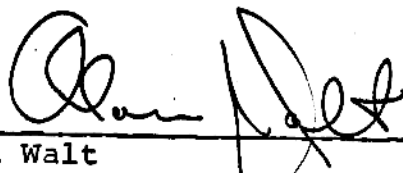
Analysis and examination of the fiscal condition of the district and comparison of salary settlements already achieved in surrounding comparable districts would indicate that Flushing

can pay its teachers fair and competitive wages and still undertake the new and expanded programs so essential to the district. Therefore, it is recommended that the parties agree to the following salary proposal: BA minimum - \$7,300; BA plus 15 hours - \$7,550; MA minimum - \$8,000. It is recommended that increments be determined separately for each salary scale at the rate of 4.5% compounded. This represents a departure from past practice where increments were determined on the basis of the BA scale only, at 4.5% compounded, with the same figure being used for increments in the other scales.

It is further recommended that an MA plus 15 (or Education Specialist) salary schedule be established in this contract even though none of the teachers in the district would presently qualify on this schedule. Both parties agree that establishment of this schedule is essential in creating a real incentive for teachers to continue their own educations, thereby becoming aware of the most current educational techniques, programs and concepts.

Term Life Insurance in the amount of \$7,500 and Long Term Disability Insurance of 60% of salary after 180 days is also recommended. Furthermore, based upon previous negotiations of the parties, it is recommended that the teachers be authorized to elect either Blue Cross-Blue Shield (full family) or M.E.A. Super-Med coverage paid in full by the Board.

Because the foregoing salary and fringe increases are felt to be substantial, it is suggested that no change be made in the amount or method of payment for extra-curricular duties or athletic contest workers.



Alan Walt  
Fact Finding Hearings Officer

DATED: November 2, 1969