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STATE OF MICHIGAN
LABOR MEDIATION BOARD

9/18/68 64 FF

In the matter of:

GODWIN HEIGHTS PUBLIC SCHOOLS BOARD OF EDUCATION

and

MLMB Case No. G68 E825

GODWIN HEIGHTS EDUCATIONAL ASSOCIATION

Daniel Kruger

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

HEARINGS OFFICER'S FACT FINDING REPORT

APPEARANCES:

For the School Board:

Jerry Herman, Superintendent
Neil Ripmaster, School Board Member
Edward R. Kape Sr., School Board Member
Adrian Kaan Sr., School Board Member
Glenn A. Hull, School Board Member
Kent J. Vana, Attorney for the School Board

For the Godwin Heights
Education Association:

Denton E. Morlin, Godwin Heights Public Schools
Wayne Stafford, Godwin Heights Public Schools
James R. Miller, Godwin Heights Public Schools
Darrell E. Ackerman, Godwin Heights Public Schools
Roger Syswerda, Godwin Heights Public Schools
Patrick Dolan, Michigan Education Association
Wallace H. Murphy, Godwin Heights Public Schools
Joseph A. Meko, Godwin Heights Public Schools
Dorothy E. Stone, Godwin Heights Public Schools
Connie H. McAvoy, Godwin Heights Public Schools
Ann M. Seeley, Godwin Heights Public Schools
Joe Kolderman, Jr., State Representative
Roger W. Boer, Attorney for Godwin Heights Education
Association

*Godwin Heights Public Schools
Board of Education*

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. . . ."

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.

This case has a unique history. When the parties were at an impasse, a mediator from the State Labor Mediation Board was assigned. When it was determined that mediation would not be able to resolve the impasse, the Godwin Heights Board of Education petitioned for fact finding and Dr. Daniel H. Kruger was appointed, on June 12, 1968. This issue as defined in the Request for Fact Finding was the salary schedule for teachers and school nurses employed by the Board of Education. The Godwin Heights Education Association in its answer to the Request for Fact Finding concurred in the request for fact finding.

On June 27, 1968, the Hearings Officer convened the parties in East Lansing. After discussing the issues with the attorneys for the parties, the Hearings Officer was led to believe that the parties could resolve their impasse through the bargaining process with the assistance of a mediator. He suggested that the parties resume bargaining at a date to be set by a mediator from the Michigan Labor Mediation Board.

The Labor Mediation Board assigned another mediator and the parties met in Grand Rapids on July 9, 1969. After a meeting of four hours, the parties could not reach an agreement. The Board of Education again requested fact finding. On August 27, 1968, the assigned Hearings Officer again convened the parties in East Lansing. The parties appeared to be ready to bargain the issues in dispute. Instead of fact finding, the Hearings Officer permitted the parties to resume

bargaining and a proposal was developed. The proposal was submitted to the teachers on September 3, 1968 and was rejected by a decisive vote.

Prior to the submission of the August 27 proposal to the teachers, the Board of Education on August 30, 1968 filed a request for the withdrawal and dismissal of fact finding. Following the rejection of the proposal by the teachers on September 3, 1968, the Board of Education on that same date filed a new request for fact finding. Also on September 3, 1968 the Association filed a request for fact finding.

The Labor Mediation Board denied the request of the Board of Education dated August 30, 1968 for the withdrawal and dismissal of fact finding. The Labor Mediation Board in a letter to the parties dated September 4, 1968 stated that the requests of the Board of Education and the Association for the withdrawal and dismissal of fact finding are premature and untimely. It also informed the parties that Dr. Kruger continues as the Hearings Officer.

Accordingly, on September 10, 1968, a hearing was held in Grand Rapids for the purpose of fact finding.

Following the conclusion of the fact finding session, the members of the teachers' bargaining committee and the school board members met without the attorneys for the parties being present. The Hearings Officer was asked to sit in. The parties were able to agree on certain items but not on the salary issue.

THE ISSUES AND RECOMMENDATIONS

As noted above, the issue in dispute was the salary schedule. Exhibits were introduced in the hearings which cover the history of current negotiations.

The following is a summary of the exhibits presented by the Grand Rapids Education

Association was the School District's ability to pay better salaries than those being paid in other school districts in Kent County.

The School Board in its presentation emphasized three points:

- (1) The breadth and depth of the educational programs offered the students and the community
- (2) The adequacy and fairness of working conditions, including salary and fringe benefits to all employees
- (3) The equity of the tax effort requested of the adult residents of the community.

It presented data which showed that salaries of teachers in the Godwin Heights School District are above the average of 16 districts in Kent County.

On the basis of the various proposals placed in exhibit, the Hearings Officer sought to develop a salary schedule which would be fair and equitable to the parties. Exhibit I shows the 1967-68 schedule for the school district. Exhibit II is the Hearings Officers recommended salary schedule for 1968-69. Under the old schedule, the range for the A.B. was \$6,300 - \$9,000 in 10 steps. Under the recommended schedule, the range is \$6,700 to \$10,000 in 11 steps. Under the 1967-68 schedule, the salary range for the M.A. was \$6,900 - \$10,000 in 11 steps, whereas the new schedule for the M.A. provides a range of \$7,200 to \$11,000 in 11 steps. The new salary schedule, in the Hearings Officer's view will enable the School Board to be competitive in its recruitment and at the same time to pay above average salaries to its teachers. Exhibit III shows the dollar differences between the 1967-68 salary schedule and the recommended salary structure for 1968-69. The average step increase in the recommended schedule is \$566 for the A.B. and \$675 for the M.A. However, since many of the Godwin Heights teachers have more than 4 years of service, their average step increase will be higher.

EXHIBIT I

GODWIN HEIGHTS SCHOOL DISTRICT
TEACHER SALARY SCHEDULE 1967/68

	A.B.	A.B. + 30	M.A.	M.A. + 10	M.A. + 20	M.A. + 30 Ed. Spec.
1.	6,300	6,700	6,900	7,100	7,300	7,650
2.	6,450	6,850	7,050	7,250	7,450	7,800
3.	6,660	7,000	7,200	7,400	7,600	7,950
4.	6,800	7,200	7,400	7,600	7,800	8,150
5.	7,000	7,400	7,600	7,800	8,000	8,350
6.	7,400	7,800	8,000	8,200	8,400	8,750
7.	7,800	8,200	8,400	8,600	8,800	9,150
8.	8,200	8,600	8,800	9,000	9,200	9,550
9.	8,600	9,000	9,200	9,400	9,600	9,950
10.	9,000	9,400	9,600	9,800	10,000	10,350
11.			10,000	10,200	10,400	10,750
12.						11,150
16.	9,200	9,600	10,200	10,400	10,600	11,350
21.	9,400	9,800	10,400	10,600	10,800	11,550
26.	9,600	10,000	10,600	10,800	11,000	11,750

EXHIBIT II

GODWIN HEIGHTS SCHOOL DISTRICT
RECOMMENDED SALARY SCHEDULE 1968/69

	A.B.	A.B. + 30	M.A.	M.A. + 10	M.A. + 20	M.A. + 30 Ed. Spec.
1.	6,700	6,900	7,200	7,400	7,600	8,000
2.	6,900	7,100	7,400	7,600	7,800	8,200
3.	7,100	7,400	7,700	7,900	8,100	8,500
4.	7,400	7,700	8,100	8,300	8,500	8,900
5.	7,600	7,900	8,400	8,600	8,800	9,200
6.	8,000	8,400	8,800	9,000	9,200	9,600
7.	8,400	8,800	9,200	9,400	9,600	10,000
8.	8,800	9,200	9,600	9,800	10,000	10,400
9.	9,200	9,600	10,100	10,300	10,500	10,900
10.	9,600	10,000	10,500	10,700	10,900	11,400
11.	10,000	10,400	11,000	11,200	11,400	11,900
12.						12,400
15.			11,400	11,600	11,800	12,800
18.	10,400					

EXHIBIT III

DOLLAR DIFFERENCES BETWEEN SALARY SCHEDULE 1967/68
and
RECOMMENDED SALARY SCHEDULE STRUCTURE 1968/69

	A.B.	M.A.
1.	400	200
2.	450	350
3.	440	500
4.	600	700
5.	600	800
6.	600	800
7.	600	800
8.	600	900
9.	600	900
10.	600	1000

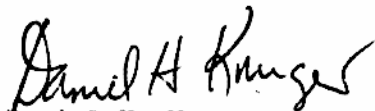
The Hearings Officer took into account the Education Association's arguments that the School District had the ability to pay higher salaries. The ability to pay arguments, however, have to be considered in light of the total expenditures for the operation of the school district and not teacher salaries alone. The new salary schedule should meet the needs of the Education Association.

One important barrier to agreement between the parties was the insistence of the School Board to eliminate additional payment for the A.B. plus 30 semester hours. The Board's position was that it wanted to force the teachers with such hours to obtain their M.A. The Hearings Officer is in accord with this objective. The record, however, does not show that the School Board had informed the teachers that the A.B. plus 30 semester hours payment would be eliminated during the negotiations this year. The current contract is for three years and expires next year, 1969. The current negotiations are being conducted under the salary re-opener provision.

Since the teachers were not told that such payment would be eliminated, the Hearings Officer included it in the recommended salary schedule for 1968-69. He strongly suggests that the School Board announce that it intends to eliminate this payment say by 1969 so as to provide sufficient time for those teachers with an A. B. plus 30 semester hours to get their M.A. Another possibility for the parties to consider would be to permit the teachers a maximum of 2 years to receive this payment. If they elected not to get their M.A. during this time, they would revert to the A.B. schedule. It is the Hearings Officer's understanding that only three or four teachers were eligible for such payment as of September 1, 1968. Several additional teachers may have qualified for this payment by their

The salary issue is indirectly related to the school calendar. The parties discussed the calendar in the bargaining session which followed the fact finding hearing. The Education Association, in the view of the Hearings Officer, agreed to the school calendar in principle contingent on the resolution of the salary schedule issue. The recommended salary schedule should, as noted above, meet the needs of the Education Association. Since the acceptance of the salary schedule was related to the school calendar, the Hearings Officer recommends that the Education Association in accepting the recommended salary schedule also accept the calendar which had been previously discussed and tentatively agreed upon. The other items which were discussed and agreed upon during the negotiations should also be included in the agreement.

In summary, the Hearings Officer sought to accommodate the needs of the parties. The recommendations namely, the salary schedule for 1968-69 and the inclusion of the school calendar and other agreed upon items into the agreement, can serve as the basis for the parties to reach agreement. The Hearings Officer strongly urges both parties to accept this Report. Furthermore, it is hoped that this Report will assist the parties in developing a more constructive approach to School Board - Education Association relations. It is imperative that the parties develop an atmosphere of mutual trust and respect. Failure to do so will adversely affect the quality of the educational program of the School District. The students will be the real losers.



Daniel H. Kruger
Hearings Officer
September 18, 1968