

1200

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

In the matter of:

GRAND BLANC COMMUNITY SCHOOLS

and

CARMAN-GRAND BLANC EDUCATION ASSOCIATION

Daniel Kruger

HEARINGS OFFICER'S FACT FINDING REPORT

APPEARANCES:

For the School: Paul Madison, Assistant Superintendent
Edwin W. Crandell, Deputy Superintendent
John T. Damm

For the Education
Association:

Richard J. Kast
John Johnson
James W. Von Woormer
Ross C. Greenwald
Gary Vandemark, Michigan Education Association
Keith Burget
Lane Hotchkiss
John McGinnis
Jack Stone, Michigan 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 . . ."

Grand Blanc Community Schools

In accordance with the Commission'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 Employment Relations Commission General Rules and Regulations 35. Briefly, this Rule states that the Hearings Officer will issue a report with recommendations with respect to the issues in dispute.

The Issues

In its petition for fact finding dated September 15, 1969, Carman-Grand Blanc Education Association listed the following issues:

The basic areas of dispute are class size, insurance, school calendar, TB tests, and salary.

1. Class size - The GBEA is proposing a maximum class size figure for the contract. The Board will not accept any figure in the contract. The GBEA understood that the Board accepted a figure in mediation.

2. The GBEA is proposing that insurance be offered to other than head of household. The Board regrets this proposal.

3. Calendar - The GBEA is seeking half days for elementary conferences and for curriculum days. The Board will not accept this claiming half days are not legal.

4. TB Shots - The GBEA is requesting that teachers that know they will react positively to shots or who fear shots be given the option of obtaining an X-ray as the first step, by-passing shots. The Board insists that all teachers get shots as the first step and then if they get a positive reaction get an X-ray. Cost of the X-ray is the basis of the difference.

5. Salary - The GBEA is proposing \$8350 B.A. starting with a 6% horizontal and vertical index and \$150 at the fifth step. The Board is proposing \$7200 B.A. starting with a 5% horizontal and vertical index with \$150 at the fifth step.

Part of the basis of the impasse stems from several actions of the Board and Administration. First, the GBEA has not been able to obtain the Annual Financial Report, Form B, due September 1, 1969. It has not yet been completed or made available to the GBEA. Second, the Board has cut the operational millage back 1 1/2 mills under what has been voted and under what was collected last year. Third, there is not yet a 1969-70 school budget prepared for Board adoption or for GBEA examination.

Fourth, the Board's last proposal was presented in writing as a "Final Board of Education Proposal".

These four factors, especially the absence of Form B and the millage cut back, produce conditions under which is very hard to negotiate and make progress.

In a letter dated September 30, 1969, the Education Association amended its petition for fact finding to include two additional issues--maintenance of standards and orderly reduction of staff. Its explanation of these issues were:

Orderly Reduction of Staff is a GBEA proposal to the Board that before any reduction and/or reassignments of staff resulting from a reduction in personnel takes place, the Board will first negotiate with the Association regarding the manner in which this reduction shall take place.

Maintenance of Standards includes such items as teaching hours, consecutive teaching hours, extra compensation for duties outside of teaching hours, relief or planning periods, leaves, and general teaching conditions. The GBEA proposal is that the above conditions not be changed from last year as covered in the two year contract clauses covering these items or from past practices in the Grand Blanc system.

The Grand Blanc Community Schools in its answer to the petition for fact finding by the Grand Blanc Education Association replied:

Sub Paragraph 1. Class size - The Board has resisted all attempts to write maximum class size figures into the contract for legitimate reasons which will be developed in the fact finding process. It is denied that the Board accepted any maximum class size figures in mediation.

Sub Paragraph 2. - is denied. The Board has covered this in its final proposal to the Association as follows:

"Hospitalization and Medical Protection

1. It is the agreed intent to provide without cost to the employee hospitalization and medical protection to those where such coverage is not provided by the employer of the spouse, etc.). The employee applying for the above benefits shall sign a statement of eligibility.
2. In keeping with the above stated intent, Blue Cross-Blue Shield MVF-1 insurance will be provided by the Board, excluding F and S riders, to the employee and family where applicable. Should the employee choose MEA protection, the amount paid by the Board shall not exceed this base protection under circumstances set forth in number "1" of this section.
3. No contribution shall be made by the employer in lieu of the preceding for any coverage, other than as stated in numbers "1" and "2" of this section."

Sub Paragraph 3. Calendar - The reference to the calendar, so far as half days and curriculum days are concerned, ignores the new ruling of the

State Board of Education that does not permit counting such half days so used as student instruction days for State Aid purposes. If the Board can be guaranteed that half days so used can be counted as student instruction days for State Aid purposes, it would have no objection to this program.

Sub Paragraph 4. - is denied. This matter has been discussed in detail and the solution is dependent on the Genesee County Health Department, who has already proposed a solution which would be agreeable to both parties, as petitioners are well aware.

Sub Paragraph 5. The Board admits that the G.B.E.A. has proposed \$8,350.00 starting, etc. as stated but points out that the Association has made no offer other than the above. The Board admits that it made the \$7,200.00 starting offer, etc. as a final, good faith offer in an attempt to reach a settlement. In mediation, the G.B.E.A. indicated a \$7,500.00 starting salary would be acceptable, which while not a formal offer, was considered by the Board and rejected as excessive.

Sub Paragraph 5, 2nd Paragraph - The G.B.E.A. was informed on Friday, September 12, 1969 that the Annual Financial Report, Form B was received by the Board on September 12, 1969 and that their copy would be ready for the Association on Monday, September 15, after being typed and signatures affixed. Ross Greenwald, a member of the G.B.E.A. negotiating team picked up this report on Monday, September 15, 1969. It should be noted that September 15, 1969 is the date the fact finding petition was mailed at the Grand Blanc Post Office and not September 13, 1969 as stated and sworn to in the affidavit signed by James C. Gregory attached to the petition.

Regarding the reference to the Board cutting the operational millage rate 1 1/2 mills, same is admitted. This was done on the last day on which the levy could be made, (September 2, 1969 - day after Labor Day). The reasons for this action will be detailed in the fact finding process.

The reference to the 1969-70 school budget is admitted.

It is admitted that the Board's last proposal was presented in writing as a "Final Board of Education Proposals".

The Michigan Employment Relations Commission concluded that matters in the disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known. Accordingly, the Commission appointed Dr. Daniel H. Kruger as its Hearings Officer and Agent. The Hearing was held on October 2, 1969 at the Board Room, Perry Junior High School, Grand Blanc, Michigan. A second meeting was held on October 4, 1969 at the same location.

Discussion of Unresolved Issues and Recommendations

Calendar

At the Hearing on October 4, 1969, the calendar issue was resolved by the parties. The following calendar was agreed upon:

9/2,3,4	Tues, Wed, Thurs.	Teacher Orientation
9/5	Fri.	A.M. Students, P.M. Students
9/8	Mon.	Kindergarten Begins
11/7	Fri.	First Marking Period Ends
11/14	Fri.	Elementary and Secondary Reports Cards Issued
11/19	Wed.	Curriculum Study Days, Elementary Children dismissed and Secondary
11/26	Wed.	Thanksgiving Day Recess, Class Dis- missed at Close of Day
11/26,27	Wed, Thurs.	Thanksgiving Day Recess, Classes Dis- missed
12/1	Mon.	Classes Resume
12/19	Fri.	Christmas Recess, Classes Dismissed at Close of Day
1/5	Mon.	Classes Resume
1/14	Wed.	Classes Dismissed, Curriculum Study Day Elementary and Secondary
1/23	Fri.	Second Marking Period Ends
1/30	Fri.	Elementary and Secondary Report Cards Issued
3/4	Wed.	Classes Dismissed, Teacher Institute
3/19	Wed.	Classes Dismissed, Curriculum Study Day Elementary and Secondary
3/26	Thurs.	Third Marking Period Ends
3/26	Thurs.	Easter Recess, Classes Dismissed at Close of Day
3/31	Tues.	Classes Resume
4/3	Fri.	Elementary and Secondary

*Final
Revised*

5/29	Thurs.	Memorial Day Recess, Classes Dis- missed at Close of Day
5/31	Sun.	Baccalaureate
6/1	Mon.	Classes Resume
6/10	Wed.	A.M. Exams, P.M. Exams
6/10	Wed.	Students Dismissed at Close of Day
6/11	Thurs.	Teachers Work on Final Records
6/12	Fri.	Teachers Work on Final Records. Teachers Dismissed at Noon.

Time Schedule

The Board, because of two sessions per day at the High School, proposed the following schedule:

PROPOSED TIME SCHEDULE 1969-70 TEN HOUR DAY

<u>Period</u>	<u>Time</u>
1	7:00 - 7:55
2	8:00 - 8:55
	*15 minute break (5 minutes passing + 10 minutes)
3	9:10 - 10:05
4	10:10 - 11:05
5	11:10 - 12:05
	*10 minute passing period (facilities change of shifts)
6	12:15 - 1:10
7	1:15 - 2:10
8	2:15 - 3:10
	*15 minute break (5 minutes passing + 10 minutes)
9	3:25 - 4:20
10	4:25 - 5:20

*Staff Arrival and Departure

(1)	7:00 - 2:15	
(2)	8:00 - 3:15	
(3)	9:10 - 4:25	*Includes 5 minute holding time as per Master Contract
(4)	10:10 - 5:25	

Previous schedule consisted of five 55 minute teaching periods, and one 55 minute planning period, a 30 minute lunch period, plus homeroom and hall supervision.

Proposed schedule includes five 55 minute teaching periods, a 30 minute lunch period, hall supervision (during passing periods), and one 55 minute period plus one 25 minute period or 80 minutes of planning and conference time.

Proposed schedule also provides:

- (1) A.M. break for students (many of whom leave home without breakfast).
- (2) An extra 5 minutes between shifts to facilitate exchange of 2500 students.
- (3) P.M. break for students (some of whom shall have attended four straight classes by 3:00 p.m.).
- (4) Brief respite for staff members (approximate 42 who teach 5 straight hours).

This schedule increased the work day by 15 minutes from 7 hours to 7 hours, 15 minutes for 41 teachers in the High School. Seventy-eight teachers in the High School were not affected because they had study periods either at the beginning or end of the school day. The Education Association wanted the 41 teachers to receive additional compensation for the extra 15 minutes of the work day. At the Hearing it was mutually agreed that the days which accumulate through the extension of the work day for the teachers affected will be contributed to the system-wide sick bank.

T.B. Shots

The Association proposal is: "The Association proposes that since the Board requires evidence of freedom from TB, the Board shall pay for cost of such evidence in the form of TB tests or X-rays, the teacher retaining the option of obtaining an X-ray as the first step at Board expense."

The Board of Education proposal is: "The Board requires evidence of freedom from TB. They have furnished X-rays in the past. This year the Board proposes to sponsor a clinic for the administration of tuberculosis tests open to all teachers. If an employee enters the system after the clinic, he will assume all costs of such tests."

At the Hearing the parties mutually agreed to the following procedure to resolve this issue:

The parties recognize that by Public Act all employees of the Board of Education are required to present evidence of freedom from communicable tuberculosis as a condition of entering its employment and annually thereafter, including all full and part time personnel or day-to-day substitutes, on the basis of tests conducted in accordance with Section 7 of the Act.

Such statement of freedom from communicable tuberculosis shall be filed with the employee's personnel file.

A clinic for the administration of tuberculosis tests will be scheduled in the fall, in cooperation with the County Health Department, after the start of the school year. All employees may avail themselves of this testing service, the cost of which shall be borne by the Board. Those employees who have had previous "positive" reactions to the Tine tests, and such reaction is a matter of record, shall be referred upon a physician's recommendation either to the County Health Department for X-ray or to such other source for X-ray as the Board may designate. The Board shall retain the right to designate such physician.

Any person entering the employ of the Board after the termination of the scheduled tests, or securing an X-ray or test from any other source shall assume all costs of such tests.

Emergency Duties or Assignments

The parties mutually agreed to add the following to Article VI, Section A of the Master Agreement:

"No teacher shall be directed to assume a teaching assignment during his normal preparation period for more than five (5) consecutive days in the same specific assignment.

This shall also preclude the subsequent assignment of any other regular teachers to the same temporary or emergency assignment by means of usurping said teacher's assignment."

The parties mutually agreed that any teacher assigned to these emergency duties will be compensated as follows:

The existing rate of \$5.00 shall be increased by the same percentage increase of the 1969-70 beginning step at the B.A. level over the beginning step B.A. level in effect for 1968-69.

It is the Hearings Officer's understanding that except as noted in this Report that conditions of employment as specified in the Master Agreement will be maintained during the 1969-70 school year.

Orderly Reduction of Staff

The Hearings Officer recommends that before any reduction and/or reassignments of staff resulting from a reduction in personnel takes place, the Association and the Board of Education negotiate the manner in which

this reduction will be handled.

Class Size

The Education Association is proposing a maximum class size number in the Master Agreement as follows:

1. <u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	18	22
First, Second	18	22
Third-Fifth	20	25
2. <u>Secondary</u>		
English	25	30
Corrective	15	20
Low Level	10	15
Social Studies	25	30
Physics	20	24
Chemistry	23	28
Physical Science	20	24
Biology	23	28
Language	20	30
Health	25	30
Wood I		24
Wood II		22
Basic Electronics		24
Electronics I		16
Electronics II		16
Power Mechanics I		18
Power Mechanics II		18
Power Technology		20
General Metals I		18
General Metals II		18
Hot Metals		18
Drafting		30
Home Economics	19	24
Art	25	30
Remedial	10	15
Bookkeeping	25	30
Business	25	30
Office Practice	20	24
Business Techniques	15	20
Retailing	20	25
Checker Training	20	25
Co-op	20	25
Physical Education	25	35
Speech and Drama	15	20
Mechanics	20	25
Remedial Math	10	15
General Math	18	23
G.M.A. I	20	25
G.M.A. II	25	30
Counselors	300	300

2. <u>Secondary</u>	<u>Optimum</u>	<u>Maximum</u>
Algebra I	25	30
Algebra II	25	30
Geometry	20	25
Advanced Geometry	25	30
Technical Geometry	20	25
Trigonometry	25	30
Proof and Stal.	25	30
Vocal Music and Band--In recognition of special requirements in this department instructors will: (1) Have one additional conference hour, (2) be provided with an assistant teacher if student load exceeds 200 pupils, (3) be provided with an adult paid accompanist for all performing choirs.		
3. <u>Junior High</u>		
LASS	25	30
Science	25	30
Math	25	30
Art	25	30
Industrial Arts	18	22
Home Economics	25	30
Language	25	30
Physical Education	25	35
Remedial	10	15
Corrective	15	20

In the view of the Education Association a class size maximum is necessary for the following reasons:

1. protect the individual teacher, administrator, and student from excessively large classes;
2. put the Association in the position of working with the administration to improve instruction, and, if necessary, discipline Association members;
3. reduce the teacher's clerical work load and allow the teacher more time for individual instruction;
4. take into account that research, logic, and teacher experience indicate lower class sizes are conducive to increased student learning; and
5. reduce the teacher nervous and ulcer level.

In support of its position for small class size it cited numerous studies. These studies will not be reviewed here. It also cited 1968 data on school districts in Genesee County as to ratio of pupils per teacher and ratio of pupils per certified personnel. At Grand Blanc the ratio of pupils per teacher is 23.57 while the average for the county is 24.22. The ratio of pupils per certified personnel at Grand Blanc is 20.85 as compared with

21.95 for the county as a whole.

The Board of Education does recognize that class size is a matter of working conditions. However, in its view, the topic of class size is a matter of educational policy and thus "becomes a questionable and difficult topic for negotiation". It showed that the ratio of students per classroom teacher has been declining during the period 1965-66 - 1969-70:

1965-66	26.33
1966-67	24.68
1967-68	23.68
1968-69	24.47
1969-70	23.85

The Board called attention that since the bargaining relationship was established with the Education Association only two grievances have been presented on the matter of class size and both were withdrawn after a hearing at level three of the grievance procedure. In these two cases "the matter of class size was only peripherally related since the main thrust of the grievances was based upon the means of compensating teachers for assignment during preparation periods."

The Board stated that "(1) Class size is the result of policy decisions regarding total school management. (2) Class size is the result of curriculum planning. (3) Class size is the result of policy decisions on personnel staffing arrangements."

The Board notes that "it is not educationally sound or operationally practical for the Board to decide at the bargaining table that there will be 22, 25 or 20 students in various class categories and then set about to adjust all budget items so that each teacher in the respective category will have no more than the designated number in his class".

The Board cites the following from the N.E.A. Department of Classroom Teachers (page 3 of Board Exhibit 'on Class Size):

"A policy on class size and teacher load must be stated, taking cognizance of the educational job to be done. The subject and course of study being taught, intellectual factors including range of ability and interests of the students involved, mental health factors of the students and the teacher, physical factors of the classroom, and other related physical facilities of the school plant are some of the questions which must be considered in establishing a reasonable load."

The Board stated "No available empirical evidence recorded to date provides rationale for limiting class size in any respect as reflected in improved educational experiences for public school age young people" (page 4 of Board Exhibit on Class Size).

The Board has agreed to make class size a subject of the grievance procedure. Article XVII Section D of the Master Agreement provides for arbitration at Level 4 of the grievance procedure.

The Board also presented data (cited above) to show that Grand Blanc had one of the lowest pupil-teacher ratios in Genesee County.

The Board also introduced data on class size for the current school year by building and by grade. An examination of the data show an effort is being made to distribute equitably students in the various classes. The data, however, do not show the characteristics of the students in these classes. Obviously some kind of grouping of students does take place in making classroom assignments.

Recommendations

The Hearings Officer notes that the Master Agreement Article VII Teaching Conditions states:

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is one important aspect of an effective educational program, the parties agree that class size should be adjusted to provide an optimum teaching-learning situation wherever practical. All reasonable methods of reducing the work load caused by over-crowded classrooms will be considered and

when determined necessary be implemented as soon as feasible. This may include but not be limited to voluntary lay assistance, combination classes and re-distribution of pupils via attendance areas.

The Education Association stated that this provision is vague and unenforceable.

After careful consideration of the materials and data presented to him, the Hearings Officer cannot recommend the establishment of an optimum or maximum size for classes as proposed by the Education Association. The materials presented on the relationship of class size to learning were not conclusive. There appears to be divergent views on this subject. The Hearings Officer does recommend that the Board of Education continue to strive to lower the ratio of pupils to certified personnel.

Furthermore, the Superintendent should direct the principals of the schools in the district to develop a procedure to supply additional clerical assistance to the teachers or to make more effective use of the clerical personnel currently employed. It is the Hearings Officer's understanding that each school building has an instructional material aide and that each of the elementary schools has at least one clerical assistant, that there are two at the junior high, four at Perry and seven at the high school. In addition, there are 10 co-op students who work four hours a day. Two of these students are at Perry and eight are at the high school.

The procedure to be developed by the principals for more effective clerical assistance to the teachers should be publicized so that the teachers are aware of the kinds of clerical assistance available. A more effective procedure for clerical assistance would tend to reduce some of the clerical duties now being performed by the teachers. This would permit a better utilization of the teacher's time in the classroom.

The Hearings Officer notes that the Board of Education has agreed to make class size a subject of the grievance procedure. Thus, if a teacher

feels that the size of her particular class is unmanageable or that she has been unjustly treated as a result of the inequitable assignment of students to her class, the grievance procedure is available.

Insurance Protection

The current Master Agreement provides the following insurance protection,

Article XIII:

A. The Board shall contribute toward comprehensive hospitalization and medical protection (MEA or Blue Cross) to the teacher and his immediate family as follows:

1. Premium payment in full for a single individual employee policy. (Base: Blue Shield MVF-1, Semi-Private)
2. Premium payment in full for a two person policy. (Base: Blue Shield MVF-1, Semi-Private)
3. Premium payment in full for family coverage where the employee is the "head of a household". (Base: Blue Shield MVF-1, Semi-Private)
4. Premium payment by the Board shall in no case exceed the base as described above and shall not include any "F" or "S" riders.
5. Any person covered by hospitalization and/or medical protection provided by other employers shall not be eligible for paid hospital or medical protection under this Agreement or any contribution or payment in lieu thereof.

B. The Board shall provide without cost to the teacher Long Term Disability Insurance assuring payment to the teacher in the event of long term disability a monthly income benefit equal to 60% of basic monthly earnings to age sixty-five (65). The long term disability benefit period will start after thirteen (13) consecutive weeks of total disability in accordance with the terms of said policy.

The Association's insurance protection proposal includes the following,

Article XIII:

1. Full Super Medical Health Care for all teachers.
2. \$25,000 group life insurance for all teachers.
3. MESSA/DCI Dental Service for all teachers.
4. Long Term Disability insurance for all teachers.
5. Continuation of above mentioned benefits after exhaustion of sick leave days.
6. Dependent life insurance on an optional basis.
7. Conversion of health care protection to MESSA group term life

insurance, loss of time, or "500" Major Medical if the employee does not desire health care protection.

8. Uninterrupted September 1 to August 30th coverage.

The Board's position is:

1. Provide without cost hospitalization and medical protection to those teachers where such coverage is not provided without cost through another source. The teachers can pay the difference between MVF-1 and Super Medical if they desire.

2. Provide \$5000 life insurance to all teachers.

3. Continue long term disability as presently established.

4. Provide sick leave days to eligible teachers who have exhausted their accumulated leave under the existing sick leave bank.

5. Continue to pay hospitalization through August 30 or for a period not to exceed three months after a teacher is unable to perform his work due to illness or disability.

According to information supplied by the Board of Education the insurance protection program is as follows:

65 teachers have a full family coverage policy

31 teachers have a two person policy

96 teachers have a one person policy

152 teachers do not participate in the insurance protection program

23 teachers have a single subscription (\$9.93) but pay for additional insurance themselves

The costs of the current insurance program, the Board of Education, and the Education Association proposals are presented below:

	1968-69 Expenditures	Board of Education	Education Association
Medical Insurance	41,771	48,036	90,282
Long Term Disability	11,678	14,580	17,832
Dental Insurance	-----	-----	51,439
Life Insurance	-----	10,481	30,828
TOTAL	\$53,449	\$73,097	\$190,381
Average cost per teacher based on 367 teachers	-----	\$199.17	\$518.74

The Board of Education is willing to provide without cost full comprehensive hospitalization and medical protection to all teachers where coverage is not provided without cost through another source. It does not want to pay the premiums for teachers whose spouse has full protection. This is understandable. The Education Association seeks to have employees not desiring health care protection to apply the equivalent of the premiums for this protection towards the following options: group term life insurance, loss of time and "500" Major Medical.

The Board of Education has added \$5000 life insurance to its insurance protection program for 1969-70. This is a new fringe benefit which undoubtedly will be increased over the year^s. The Education Association is seeking \$25,000 coverage.

The Education Association is also seeking to add dental insurance to the insurance protection program. As noted above this type of insurance is estimated to cost \$51,439.

Recommendations

The Hearings Officer recommends that the Board of Education provide without cost to the employee hospitalization and medical insurance to those teachers where such coverage is not provided without cost through another source.

There are currently 152 teachers who do not participate in the insurance protection program. For those teachers who do not participate, because of coverage of the spouse, the Hearings Officer recommends that the Board provide \$10.00 per month per teacher towards the purchase of additional group term life insurance, loss of time or major medical. For 152 teachers this would cost \$18,240. The Hearings Officer makes this particular recommendation so that all teachers will have the option to participate in the hospitalization and medical insurance program irrespective of spouse coverage. The amount of \$10.00 was recommended because single coverage

of MVF-1 is \$9.93 per month.

The Hearings Officer recommends that the Board of Education give the teachers the option to select either Blue Cross-Blue Shield or MEA coverage.

The Hearings Officer does not recommend Dental Insurance at this time. He was not persuaded that such coverage is widespread among school districts throughout the region.

The Hearings Officer recommends that the Board continue long term disability insurance protection with the same provisions as established.

The Hearings Officer recommends that the Board provide sick leave days to eligible teachers who have exhausted their accumulated leave under the existing sick leave bank.

The Hearings Officer recommends that the Board continue to pay hospitalization premiums through August 30 of each calendar year or for a period not to exceed three months after a teacher is unable to perform his teaching assignment due to illness or disability, whichever occurs earlier.

The Hearings Officer recommends that the Board provide at no cost to the employee life insurance in the amount of \$5000 for each teacher.

The total cost of this recommendation is as follows:

Medical Insurance	\$48,036.00
Option of \$10.00 per month per teacher whose spouse is already covered	18,240.00
Long Term Disability	14,580.00
Life Insurance	<u>10,481.00</u>
Total	\$91,337.00

This represents an average cost of insurance protection per teacher (for 367 teachers) of \$248.87. This amount for insurance benefits compares favorably with other school districts in the area.

Salary

The Education Association proposes a salary structure base of \$8350 with a 6 percent horizontal and a 6 percent vertical index. As in the past there would be \$150 extra payment at the fifth step. The M.A. maximum would be \$16,054.

The Education Association seeks this starting salary for the following reasons:

1. It is a reasonable request for teachers when compared to other professions.
2. The Board can pay such a salary. It has a surplus, increased revenue, and 1.5 mills which it has cut back but can levy.
3. No budget has yet been approved by the Board so it obviously anticipates basing it on a settlement higher than being proposed.
4. The Board has stated \$7200 as its absolute maximum and final proposal. (See Education Association Exhibit #8).

The Board of Education is proposing a base of \$7200 B.A. with \$150 at the fifth step.

The following page (page 19) shows a table comparing the salary proposals for 1969-70 and the salary schedule for 1968-69. The Board's proposal of \$7200 B.A. base represents a 7.9 percent increase over the 1968-69 base of \$6675. The Education Association's proposed base of \$8350 represents a 25 percent increase over the 1968-69 base.

The 1968-69 salary structure is based on a 5 percent horizontal and vertical index. The Board of Education seeks to retain the 5 percent index whereas the Education Association wants a new index of 6 percent. No data were presented by the Education Association in support of the 6 percent index.

The 1968-69 salary structure and both proposals provide \$150 at the fifth step.

COMPARISON OF BOARD AND EDUCATION ASSOCIATION
SALARY PROPOSALS and SALARY SCHEDULE 1968-69

Step	1968-69*	<u>B.A.</u>	
		<u>Board Proposal*</u>	<u>Education Association**</u>
1	6675	7200	8350
2	7009	7560	8851
3	7359	7938	9382
4	7727	8335	9945
5	8263	8902	10692
6	8676	9347	11334
7	9110	9814	12014
8	9566	10305	12735
9			
10			

B.A. + 18 (Education Association wants B.A. + 15)

1	7009	7560	8851
2	7359	7938	9382
3	7727	8335	9945
4	8113	8752	10542
5	8669	9340	11325
6	9102	9807	12005
7	9557	10297	12725
8	10035	10812	13489
9	10537	11353	14298
10			

M.A. or B.A. + 40

1	7359	7938	9382
2	7727	8335	9945
3	8113	8752	10542
4	8519	9190	11175
5	9095	9800	11996
6	9550	10290	12716
7	10028	10805	13479
8	10529	11345	14288
9	11055	11912	15145
10	11608	12508	16054

* 5% horizontal and 5% vertical index

** 6% horizontal and 6% vertical index

The history of the \$150 applied at step 5 of the schedule dates back to the time in this area when the common practice was to recognize up to and including five years of previous teaching experience for purposes of salary schedule placement. At that time, the additional \$150 was offered as an incentive for recruitment purposes and as an inducement for those on the staff to remain in the district. Presently, with the experience recognition set at eight years, this original rationale no longer exists. The Board maintains that the only reason presented by the G.B.E.A. to retain the \$150 at step 5 is:

"We have had it for a few years, and some on the staff are eligible to receive it."

It is only on the insistence of the G.B.E.A. that the Board's final salary offer contains this feature. The Board stated that if the \$150 were removed from the schedule, additional consideration could be given to reciprocal compensation in some other, more realistic form.

The Education Association proposed base salary schedule would cost \$4,269,374 and the Board of Education proposal is \$3,490,917. The difference in costs being \$778,457.

The Board stated that its final salary offer "conforms specifically to the preferences expressed by teachers in terms of overall concept and general structure." In its view, offer represents a schedule that is highly reasonable and competitive. Exhibits VIII, IX, X and XI were submitted in support of its position.

The Board of Education presented at the Hearing data comparing its salary proposal with other school districts in the county as follows:

	<u>B.A. Starting Salary</u>	<u>M.A. Starting Salary</u>
Grand Blanc	7200	7938
Westwood Heights	7000	7571
Atherton	7175	7775
Lakeville	7000	7560
Genesee	7500	7800

It is the Hearings Officer's understanding that the Genesee School District salary was negotiated in 1968-69. The Education Association maintained that these districts were not comparable with Grand Blanc. No data were presented to show the State Equalized Valuations (SEV) for these districts. Grand Blanc had 7,757 students in 1968 as compared with Westwood Heights's 2,440, Atherton's 2,334, Lakeville's 2,770, and Genesee's 727. Grand Blanc is a much larger school district than those cited by the Board of Education in its comparison.

The Board also noted that credit for incoming experienced teachers is allowed for purposes of placement on the schedule up to and including eight years.

With respect to the operational millage tax rate the district can levy 23.28 mills but chose to levy 21.78 mills for 1969. It did so for the following reasons:

1. A delay in establishment of levy until noon of the deadline date for certifying and filing such levy, in hope that a reasonable settlement could be reached and a levy established based on an agreed upon need.
2. The concern that this School District must not only operate this year, but in succeeding years and that it is the demonstration of sound fiscal and educational practices which result in continued community support for the legitimate needs of the School District.
3. The "availability" of X number of dollars shall not be the basis for determination of teachers' wages as long as a lock-step lowest common denominator approach is insisted upon by teacher representatives.
(Board Exhibit, Salary, Page 12).

The Board also introduced data to show that a teacher with a B.A. who was a Step 1 under the 1968-69 salary schedule would receive \$855 or 13.2 percent increase at Step 2 under its proposal. A teacher with an M.A. at Step 1 under the 1968-69 salary structure would receive at Step 2 under its proposal an increase of \$976 or 13 percent.

The Hearings Officer must point out however that in the absence of a new salary proposal, a teacher with a B.A. at Step 1 would receive at Step 2 an increase of \$334 or 5 percent. Similarly a teacher with an M.A. under the 1968-69 structure in moving from Step 1 to Step 2 would receive

an increase of \$368 or 5 percent.

Recommendations

1. The Hearings Officer recommends that the 5 percent index with horizontal and vertical be maintained. He was not persuaded as to the justification of moving it to 6 percent as proposed by the Education Association.

2. The Hearings Officer reluctantly recommends that the \$150 be retained at Step 5. The salary structure already provides for experience or longevity. He does recommend that the parties establish a joint study committee to examine merit pay plans for teachers. This should be done as soon as possible so that the Committee can report back prior to negotiations for the 1970-71 agreement.

3. The Hearings Officer recommends a salary structure of base \$7400 B.A. Thus, the B.A. range would be \$7400 - \$10,624 in 8 steps. The M.A. range would be \$8140 - \$12,770 in 10 steps. The proposed salary structure for the B.A. and M.A. or B.A. + 40 would be as follows:

<u>Step</u>	<u>B.A.</u>		<u>M.A. or B.A. + 40</u>	
1	7400	7400	8140	8158
2	7770	7770	8548	8566
3	8158	8140	9028	8994
4	8566	8548	9472	9444
5	9144	9178*	10006*	10,066
6	9606	9637	10506	10,569
7	10,080	10119	11031	11,097
8	10,584	10624	11583	11,652
9			12162	12,235
10			12770	12,846

* \$150 at Step 5

5% horizontal and vertical index

NOTE: Calculations were not made for the B.A. + 18 or M.A. + 15/B.A. + 45 or for Specialist/B.A. + 70

It is estimated that the recommended \$7400 base B.A. salary structure will cost an additional \$100,000 over the Board of Education proposed teacher compensation costs of \$3,645,251, or a total of \$3,745,251. (See Board Salary Exhibit XVI-R).

The \$7400 B.A. base represents an increase of 11 percent over the 1968-69 base of \$6675. The size of this increase more than compensates for the rising cost of living which has occurred in the last year. Moreover, the magnitude of this increase also enables the teachers in Grand Blanc to improve their relative position with respect to earnings of recent college graduates in other fields. This recommendation also will enable the Board of Education to attract and retain the kinds of teachers needed to implement effectively its educational program. Further, this salary base is comparable with salaries of school districts of similar size in the area.

4. The Hearings Officer recommends that the B.A. + 18 be retained in the salary structure for 1969-70. He was not persuaded by the evidence to recommend a B.A. + 15 category as proposed by the Education Association.

Driver Education Compensation

The Hearings Officer recommends that the rate for the 1969-70 program be established by increasing the present rate of 34.80 per pupil by 11 percent, the percent increase between the B.A. base in the 1968-69 salary structure and the recommended B.A. base for 1969-70. It is his understanding that the parties mutually agreed to this procedure.

Summary


The Hearings Officer sought to make recommendations which can serve as a basis for the parties to reach agreement. His recommendations on both additional insurance protection and the \$7400 B.A. base will cost the Board of Education an estimated \$3,836,588. This represents a cost of \$609,000 more for total teacher salary and benefits than in 1968-69.

There are now 367 teachers for the 1969-70 school year as compared to 350 employed in the 1968-69 school year. It would appear that the Board of Education has the ability to finance these recommendations.

The Hearings Officer strongly urges the parties to accept the recommendations made in this report.

It is hoped that this report will assist the parties in developing and promoting the quality of goodwill which is so essential to an effective educational program in the Grand Blanc School District.

October 30, 1969


Daniel H. Kruger
Hearings Officer