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IN THE MATTER OF FACT FINDING BETWEEN)

BOARD OF EDUCATION)
GRAND RAPIDS PUBLIC SCHOOLS)

- AND -)

GRAND RAPIDS EDUCATION ASSOCIATION)
GRAND RAPIDS, MICHIGAN)

REPORT

AND

RECOMMENDATIONS

The undersigned, Charles M. Rehms, was appointed Fact Finding Hearings Officer by the Labor Mediation Board of the State of Michigan on February 10, 1969, under authority of Section 25 of Act 176 of Michigan Public Acts of 1939, as amended, to issue a report and recommendations to the above-listed parties with respect to matters in disagreement between them over terms of a new employment agreement for teachers in the Grand Rapids Public Schools.

Fact Finding hearings were held with the parties on February 24 and 25 and March 3, 1969. Appearing for the Grand Rapids Education Association (GREA) were:

Patrick Dolan, Michigan Education Association
Dave England, Negotiating Committee Chairman
Martha Golden, President, GREA
Frank Pulti, Negotiating Committee
Darlene Berghorst, Negotiating Committee
David L. Thompson, Executive Director, GREA

Appearing for the Grand Rapids School Board were:

Eugene Alkema, Special Counsel
Roland Lubbinge, Director of Employee Relations
Raymond Boozer, Asst. Superintendent of Schools
Wendell Lubbinge, Director of Budget and Finance
Jason Kuipers, Administrative Intern

Charles M. Rehms

Grand Rapids Public Schools

In addition to formal fact finding hearings, informal conversations were held with representatives of the parties on several other days in an effort further to narrow the issues in dispute. The good faith efforts of both parties in negotiating their differences led to the resolution of several issues, including that of extra-duty compensation, and these issues were withdrawn from the fact finding proceedings.

A number of issues still remain in dispute. The following sections of this report summarize the basic positions of the parties in regard to each, a brief discussion of what appear to be the salient considerations in resolving them, and the fact finder's recommendations for their resolution. The previous agreement between these parties expired at the end of the first semester of the 1968-69 school year, in January 1969. The parties have been negotiating looking toward a new two-year agreement expiring at the end of the first semester of the 1970-71 school year. The recommendations which follow are predicated upon an agreement of this duration.

These recommendations are made with the full knowledge that, taken as a total package, they represent more than the Board feels should be granted and less than the Association would like to achieve. They nevertheless represent, in the light of all considerations, what appears to be a fair settlement. The package is one which might well emerge from a negotiation where economic pressures could legally be brought by the parties against each other. It is therefore urged that each party give these recommendations the most serious and urgent consideration as a basis for settlement of their new employment agreement.

EMPLOYMENT STANDARDS

The Association is concerned that there are a substantial number of teachers in the Grand Rapids school system who do not hold 5-year provisional or permanent teaching certificates. It states that there are 241 teachers now in the school system who hold either restricted certificates, 90-day certificates or 180-day special certificates (Assn. Ex. 2). It contends that in a society which requires increasing specialization, teachers also require adequate preparation in order to fulfill their appropriate roles. It states that the presence of large numbers of teachers holding what it characterizes as "substandard certificates" operates to the disadvantage of the community, the children and other teachers.

The Association therefore proposes that it be notified by the Administration prior to the time of regular employment of teachers who do not hold either 5-year provisional or permanent certificates. It also asks a contractual clause entitling it to review with administrators the School Board's recruitment procedures in order to assist it to obtain qualified teachers.

The School Board initially replies that the Association considerably overstates the nature of the problem. In rebuttal to Association Exhibit 2, it notes that 162 of the 241 (actually 239 by its count) teachers that are on the Association list are people who are eligible for, but have not yet received 5-year provisional certificates. This results from time lags in the State accreditation office. The Board routinely applies for 90-day certificates for these teachers in order to fulfill the requirement that all teachers hold some kind of certificate.

Forty of the 239 people in question hold 180-day special certificates. All of these people have college degrees and 15 hours of education courses. They may, however, lack a course or two that the State of Michigan requires for certification but are, nevertheless, fully qualified teachers whom the Board expects to become eligible for certification in the normal course of events. Four of the people involved are on 5-year provisional certificates which have expired but who should, nevertheless, qualify for permanent certificates.

Thus, only 29 people remain among the 1625 teachers in the Grand Rapids school district who are not fully qualified, at least in the legal sense. All of these have been hired since the start of the school year on 90-day certificates. Each was hired on an emergency basis from the substitute list and are not eligible for reappointment unless they subsequently qualify.

On a somewhat related subject, the Association proposed that teachers not be assigned, except temporarily and in emergencies, outside of their major or minor fields of study. This issue is primarily a problem at the junior high school level, and in subsequent conversations the Association stated that its major concern was that teachers not be assigned outside their areas of competency. The Board stated that it agreed that teachers should not be assigned other than in areas where they were competent, but that assignment of teachers was a fundamental managerial responsibility.

The Board contends that the Association's proposals for contractual clauses limiting its right to appoint and assign teachers under the rules established by the State would be a major limitation upon its managerial freedom and an improper delegation of the Board's statutory duties and responsibilities. As a matter of law, the Board feels it should be permitted to continue its policy of hiring and assigning personnel in accordance with the requirements of the Michigan School Code.

The Fact Finder believes that the Grand Rapids School Board has shown that it is operating within the Michigan School Code and that it is not abusing its rights thereunder, either as a matter of law or practice. The Association's proposal that it receive prior notice before teachers not holding permanent or provisional assignments be given appointment might often operate unduly to delay the Board's obligation to fill classroom vacancies. While it is recognized that the qualifications and assignment of the professional staff are a matter of concern to all who are interested in the school program and are employed by the school system, it is, nevertheless, believed that the Association's proposals would unduly restrict the Board in carrying out its managerial obligations and responsibilities.

Recommendation

It is proposed that the Association's proposals for contract clauses on these subjects be withdrawn.

It is suggested that matters concerning employment standards and assignments be referred to the Instructional Council provided for in Article VII of the parties' expired agreement where these subjects may come up for regular and joint consideration.

CLASS SIZE

The Association is not attempting to place absolute limitations upon the size of classes in the Grand Rapids school system. Under the terms of the expired agreement between the parties this issue was referred to the Instructional Council which recommended a procedure for the relief of teachers who felt that their problem in this respect was unmanageable. As an addendum to the expired master agreement, on June 3, 1968, the Board agreed to various pupil-teacher ratios as the appropriate and realistic planning figures to which teachers should look in considering problems of unusual size classes. Subsequently, in the course of

their negotiations, the parties agreed to new ratios to which principals would look when appraising class sizes in their buildings. These class size targets were based upon whether the school involved was in the inner city or in the outer city and upon the ages of the children involved.

The important remaining issue between the parties on this subject concerns the question of physically or emotionally exceptional children who would profit from special education. The Association has conducted its own study indicating that there are many hundreds of children in the school system who are in need of testing, who are waiting for testing, or who are waiting to get into special education facilities. The Association would, ideally, prefer it if more special education teachers and classrooms were available throughout the system. Since achievement of this end is not immediately possible, the possibility has been suggested that in computing classroom size and in analyzing the need for additional teachers or teacher aides, exceptional children be given special weight in counting the number of children in a given class. Present practice is to place absolute limits of 10 or 15 children in special education classes, depending upon whether the children in the class are physically or emotionally exceptional.

The Board is not in opposition to a change of this kind, though it does feel that it cannot give special weight to every child in the system who a teacher might feel is in need of testing or remedial work. It feels that whatever is done in this area must meet existing needs, and yet assure that the Board retains the kind of class size flexibility needed throughout the school system.

Recommendation

It is proposed that the School Board's proposal of January 23, 1969 (Board Ex. 17) proposing new planning pupil-teacher ratios in elementary class size in inner and outer city schools be supplemented by the following:

For purposes of assessing the number of children in a class, all previously-diagnosed physically exceptional children shall be counted as three (3) children, and all previously-diagnosed mentally or emotionally exceptional children shall be counted as two (2) children.

INSURANCE

Under the expired agreement between the parties, the Board had contributed \$10.00 toward the medical or other insurance costs for a single subscriber and \$15.00 toward the insurance costs of heads of households.

During the course of the negotiations, the Board proposed to contribute the full costs of a single subscriber, a 15.3 percent increase in costs, and to go to full family coverage based upon Blue Cross-Blue Shield rates, an 18.7 percent increase in its insurance costs. The Board proposed to supplement this offer by the addition of a major medical plan with a \$50.00 deductible feature on an annual basis for each adult covered. The Board also proposed to continue the existing option of allowing MEA members to have identical dollar contributions as it is obligated to contribute under the new Blue Cross-Blue Shield rates applied to the costs of the MEA insurance program.

The main difference between the parties on the insurance issue, at this time, is one of emphasis. The Association asks that the Board make full family coverage available, not at the Blue Cross-Blue Shield rate, but at the rate charged by the Michigan Education Association's Special Services Program or, as it is sometimes called, the MEA super medical plan. The present difference in costs per month for full family coverage between the Blue Cross-Blue Shield rate and that of the MEA super medical plan is approximately \$2.50 a month.

The new Board proposal obligates it to spend approximately \$315.00 per year for insurance costs for heads of households. This dollar amount would put it well up among school districts in the State of Michigan (Assn. Ex. 15-19).

The reason that the Board prefers to use Blue Cross-Blue Shield as the standard of payment for classroom teachers is that it has other groups of employees who have received and accepted a similar proposal on insurance. Moreover, nearly three times as many of its teachers elected to use Blue Cross-Blue Shield insurance rather than MEA insurance during the life of the expired agreement. On balance, it appears that the Board's insurance proposal is a very fair one which would place it among the leading school districts of Michigan in its insurance contributions and as much as \$200.00 a year in insurance payments ahead of some nearby school districts.

Recommendation

It is proposed that the Board's latest offer on insurance be accepted as a basis for settlement of this issue.

FINANCIAL RESPONSIBILITY

Under this heading, the Association is requesting an agency shop agreement (Assn. Ex. 3A). Under its proposal, all teachers in the system, as a condition of employment, shall become members of the Grand Rapids Education Association (which includes paying membership fees to the National and Michigan Education Association), or, in the alternative, shall pay an "agency" or representation fee of an equivalent amount of dollars to the Association but without the requirement of membership in the Association.

The Association's rationale for this proposal, one increasingly heard in the State of Michigan at this time, is that the Association is required by law to represent all teachers in Grand Rapids. At the present time, only about 80 percent of the teachers in Grand Rapids are members of the Association. Nevertheless, the Association is obligated to represent all teachers equally upon demand. For example, the Association states that of the 52 grievances it handled on behalf of teachers during the life of the previous contract, 22, or 40 percent, were handled on behalf of non-members.

The Association further alleges that the existence of non-contributing members within the bargaining unit creates acrimony between those who pay their share of the Association's costs and those who do not. It contends that an agency shop agreement tends to equalize bargaining power between the Association and the School Board, which is one of the objectives of the Michigan Public Employment Relations Act. The Association notes that its proposed agency shop clause is not uncommon in Michigan. As evidence of this, it cites some 58 school districts in the State of Michigan where financial responsibility agreements of one kind or another exist between school boards and teacher organizations (Assn. Ex. 3). Finally, it notes that Governor Romney's Advisory Committee on public employee relations recommended that public employers and unions should be expressly authorized to include agency shop provisions in their collectively bargained agreements (Assn. Ex. 4), and that several judges in the State of Michigan have recently held or stated that there is no conflict between agency shop agreements and existing laws of the State of Michigan.

In response, the School Board notes that it now maintains a voluntary dues check off program under which it makes 1200 dues deductions for the Association. Such dues deduction commitments are irrevocable for a period of one year. The Association is therefore secure in its income from membership during each one-year period. The Board also states that it does not discriminate between teachers based upon the fact of Association membership or non-membership. The Board does not say that the Association is not a laudable organization and admits that it performs an important function for the teachers. The Board is not willing, however, to force teachers to make a dollar payment in support of the Association as a mandatory condition of employment. The Board's major argument in support of this position is that the Board's primary function is the education of children and that it makes its judgments as to whether to hire or discharge people based upon their competence as classroom teachers. It sees no relationship between competency and support of the Association.

In opposition to the Association's argument that it is improper for teachers to be "free riders," in that some accept benefits for which they do not pay, the Board asserts that this is an obligation that the Association knowingly undertook when it petitioned to become the authorized bargaining representative. It asserts that there are many other organizations which are also of benefit to the schools and the teachers, such as churches or the local Chamber of Commerce, but that the Board does not require membership in these organizations as a condition of employment. It sees no essential differences between these organizations and the Association.

The Board asserts that it is antithetical to the goals and objectives of a professional organization to coerce people to support its purposes. Equally important, it feels that while the GREA has objectives directly related to and supported by the teachers, it sees a much looser connection or agency relationship with the activities of the Michigan or National Educational Associations.

The Board agrees that union security clauses are common in the private sector, and increasingly so in the public sector, but that they are not yet common in educational institutions. It states that there are only seven school districts that now have a full agency shop agreement of the kind here requested by the Association. Most of the remaining agreements cited by the Association contain varied forms of union security which ordinarily

do not require membership of all teachers as a condition of continued employment. Finally, the Board asserts that even though other Fact Finders have approved agency shop clauses and several state courts have said that it is legal, the legality of the agency shop is still an open question. It notes that several school boards have litigation on the issue still pending. The Michigan Teacher Tenure Commission has not yet ruled upon the relationship of mandatory union membership and the teacher tenure laws. The Board feels it is unreasonable to ask it to agree to a clause the legality of which is so uncertain.

Discussion

On balance, and after considering all of these arguments with the greatest care, the Fact Finder agrees with the general principle that the Association is entitled to a greater degree of financial security than that which it now receives. The Michigan Public Employment Relations Act does attempt to achieve an equality of bargaining power between employee organizations and public authorities. An employee organization continually having to fight for financial viability of necessity cannot be as strong as one which is ensured that it will have the ability to maintain its staff and carry out its legitimate functions on behalf of employees. Moreover, there is a degree of truth in the argument that acrimony can potentially result between teachers who support the Association that gains substantial benefits for them and those teachers who are perfectly willing to accept the benefits received but are not willing to pay the costs involved in obtaining them.

A majority of the Michigan State Labor Mediation Board has ruled that the agency shop is a mandatory subject of bargaining for at least some groups of public employees. In the private sector this would mean that an employee organization would have the right to strike to obtain this demand. Since public employees are not permitted legally to strike under Michigan legislation, how then may an employee organization assert its mandatory right to seek an agency shop in circumstances where the public employer asserts that he is opposed to it as a matter of principle? In this connection it is worth noting that a committee of five neutral experts in industrial relations advised former Governor Romney that they believed there was no substantial basis for differentiating between private and public employees in the application of security agreements and that, in substance, the permissible kind of union security provision in the public sector

should be one which would condition employment on membership, or alternatively, upon tender to the organization an amount equivalent to organization dues.

A few additional comments may be appropriate regarding some of the Board's arguments concerning its opposition in principle to coerced payment of Association dues or the equivalent. Although the Board asserts that classroom competency is its sole criteria in hiring or discharging teachers, in actual fact school boards make decisions regarding the retention of probationary teachers for many varied reasons often having little or no relationship to classroom competency.

Although it may be seen by the Board as antithetical to the purposes of a professional organization to coerce money payments, a number of other professions such as law and medicine have effectively coerced membership for a great many years. This has never been deemed to destroy their professional status.

There is an obvious distinction between asking teachers to support the Association which is designed specifically to serve and enhance their interests and is ineluctably doing so, and other organizations which may peripherally benefit the interests of the school system and its educational program.

Finally, many school boards have for years required membership in the National Education Association and its state and local affiliates as a condition of employment. Grand Rapids until a few years ago was among these school boards. A school board which at one time required membership in a teacher organization among its employment conditions cannot now with ease plead that it is opposed in principle to doing this very same thing.

There is considerably more merit in the Board's argument on the agency shop as it relates to present employees of the school system compared to prospective employees. To require present employees who are not now members of the Association either to join or to pay an agency fee could be considered to be an ex post facto requirement. The same argument obviously does not apply to future employees of the school board. Future employees can consider the requirement of membership or payment of agency fees along with all other elements of the potential employment relationship.

There is also considerable force in the Board's argument that it should not be asked to approve an agency shop agreement as a condition of employment for all teachers when the present legal situation is so uncertain. An employer should not be asked to do something which could conceivably involve him or his employees in expensive and protracted litigation.

Recommendation

In light of the foregoing considerations, it is recommended that the parties negotiate a financial responsibility clause which would contain the following features:

- (1) All present employee within the bargaining unit who are now members, or who become members of the Association, shall remain members of the Association for the life of this agreement.
- (2) All future employees of the Board who are hired to positions within the bargaining unit shall become members of the Association and its state and national affiliates, or, in the alternative, shall tender a dollar amount equivalent to dues to the Association.
- (3) No employee of the Board shall lose employment status by operation of this clause so long as the legal status of this type of clause remains uncertain. (Various alternative methods are possible for achieving this end, including temporary suspension of its operation or the use of escrow accounts. The parties are fully familiar with these possibilities and the specific alternative need not here be mandated.)

SALARY SCHEDULE

The basic controversy between these parties with regard to the salary schedule is not over the ability of the Board to pay higher salaries as such. Instead, the controversy revolves around the question of the appropriate labor market which should be considered in determining the appropriate salary schedule for teachers in the City of Grand Rapids. In summary, the Association believes that their salary schedules should be based upon comparisons with the larger urban districts in the State of Michigan

whereas the School Board believes that the schedule should be based upon comparison with Kent County in which it is located, and other school districts in the four or five counties surrounding it in Southwestern Michigan. Both parties have presented well-documented and cogently argued cases in support of a salary schedule based upon their respective premises. The solution of the problem, therefore, lies not in any fact as such, but on which of the parties' premises should be accepted as a point of departure.

The problem of the salary schedule is further complicated by the fact that the parties are negotiating not simply for the present year, but for the school year of 1969-70, and the first semester of 1970-71. Under these circumstances they are looking farther ahead than most other districts in the State which means that data for comparison with other districts are minimal.

The Association contends first that Grand Rapids is a major urban area in the State - the third largest in fact - and yet the existing salary schedule for Grand Rapids's teachers is well below the state-wide median as computed by teacher (Assn. Ex. 30). Moreover, it contends that the present Board proposal would drop them considerably further behind the state-wide medians by teacher as they can readily be projected (Assn. Ex. 33). It contends that these disparities cannot be supported by lower price indices in the Grand Rapids area (Assn. Exs. 9-11) and that in any event, a lower price index simply reflects a lower standard of living which they should not be asked to accept.

The Association contends that Grand Rapids is not a rural district but an urban center and thus many teachers working therein have to contend with all of the problems of the inner cities which are well-known in this troubled time in the Nation's history.

The Association points out that the average earnings of experienced teachers are well below those in many other professions, even when earnings in law and medicine are excluded (Assn. Ex. 8). Teachers are thus entitled to look for considerably greater than average increases at this time in order to bring their earnings up to those in many other comparable professions.

The Board contends first that it has been generous with its teachers in recent years. It notes that in the period 1963-68 it has increased its minimum starting salary by 33 percent and its MA maximum by 41 percent (Board Ex. 1) and that it has

simultaneously reduced the number of years that it takes teachers to obtain maximum salaries from 15 to 11 over the same period of time (Board Ex. 21). The Board contends that its teachers live in Kent County and that the proposal it makes is well in line with salaries paid in the county and are, in fact, well above the county-wide averages at the maximums (Board Ex. 5). The Board agrees that it has typical urban problems in some of its schools but notes that only 16 of its 52 elementary schools are in the inner city. It contends that it should not have to pay a salary schedule comparable to that of a number of other large cities in Michigan simply because a fraction of its schools have similar problems and responsibilities for teachers.

The Board states that the ability of a school system to pay salaries must bear some relationship to the ability of the community to pay the taxes necessary to support such salaries. The Board notes that production worker earnings in Grand Rapids are some 8 to 28 percent below comparable earnings in the other cities to which the Association would like to be compared (Board Ex. 9). To the Association's argument that the Board should look at teachers' salaries in other urban areas of Michigan, the Board notes that its present salaries are well up among those paid in comparison to salaries in other states in which it recruits new teachers (Board Ex. 7) and that comparisons based upon national averages are appropriate if the Board should look beyond its particular locality. Finally, the Board notes that salaries are by no means the only factor in determining working conditions. It notes that its pupil-teacher ratios and numbers of contract days per year are well below those in many other cities with which the teachers compare themselves (Board Ex. 10).

From these general positions, the parties move to the specific points of difference between them. The salary schedule for the first semester of the 1968-69 school year that was provided for in the expired agreement, at the salient points, was as follows:

BA minimum	-	\$ 6,400
BA maximum		10,016
MA minimum		6,912
MA maximum		10,880

These figures became effective in September 1968, and represented schedule increases of 6.7% at that time.

The present positions of the parties with respect to a new salary schedule are far apart, and can best be shown in diagrammatic form.

	2nd Semester 1968-1969		1969-1970		1st Semester 1970-1971	
	GREA	BOARD	GREA	BOARD	GREA	BOARD
BA min	\$ 7,100	\$ 6,500	\$ 7,900	\$ 6,900	\$ 8,500	\$ 7,200
BA max	11,360	10,075	12,640	10,695	14,110	10,764
MA min	7,668	7,020	8,690	7,452	9,180	7,776
MA max	12,780	11,050	14,220	11,730	15,300	12,240

In addition to these obvious differences, the GREA proposes that longevity payments of 8 percent be made at 15, 20 and 25 years, whereas the Board proposes that its present longevity system, payable in the 17th and 22nd years, be increased during the 1969-70 year. The GREA proposes a new BA / 15 hours increment, and the Board proposes that the BA maximum be reached after 10 steps, not 11, in the 1970-71 school year. Finally, the Board proposes that a merit payment of \$500 be made to not less than 20 percent of those teachers at the MA maximum in the 1970-71 school year. The GREA accepts this proposal in principle, but would like it to be available to many more teachers.

The Board computes that its present offer to the teachers would involve a 12.01 percent cumulative increase in salaries over the next two years (Board Ex. 3) not counting the annual increases which present teachers would receive by the fact that they would move up on the experience schedule. The Board computes the Association's last offer of settlement to involve a 39.21 percent cumulative increase over the next two years (Board Ex. 4) which the Board characterizes as excessive by any standard.

Discussion

To find an equitable salary schedule in circumstances where the parties are as far apart as the foregoing would indicate is extremely difficult. It involves both resolution of the basic difference between the parties as to whether the appropriate area for salary comparisons is the immediate Grand Rapids area or the larger urban school districts throughout Michigan, as well as projections as to the likely movement of teacher salaries in the next two negotiating years. The following list demonstrates the points which the Fact Finder has borne in mind in making his recommendations. This list is not in order of importance, but is given simply to illustrate the complexity of the problem and the reference points which have been used for the recommendation which follows:

- (1) On a national basis, the consumer price index moved up well over 4 percent during 1968, effectively cancelling out a substantial part of teachers' efforts to move themselves up relative to other professions.
- (2) Teachers as a group are still well below the average annual earnings of many other professions which have similar educational requirements and responsibilities that are certainly no greater.
- (3) The salary requests of the GREA, particularly at the maximums and for future years, cannot be supported even by their own exhibits.
- (4) The Board's proposals would drop Grand Rapids increasingly farther behind the state medians by teacher, and in some cases below the state medians by districts as they can readily be projected.
- (5) The appropriate reference point for teacher salaries in Grand Rapids is neither Kent County alone nor the salary schedules of other urban districts alone. The most appropriate reference point would be a composite of these two. A list of 20 districts which has been used by the Grand Rapids School Board in the past in setting salaries, referred to by the parties as the "Giddis list", which incorporates 5 suburban Grand Rapids districts and 15 other districts in the state appears to be a reasonable reference point for salary comparisons.

- (6) Grand Rapids does compete with other urban school systems in Michigan in recruiting new teachers and must to some degree remain competitive with them.
- (7) Blue collar wage rates in Grand Rapids are lower than those in most other urban centers in Michigan, and this factor inevitably is reflected in the public's ability to pay taxes.
- (8) Grand Rapids teachers have a legitimate right to approximately the same percentage increases throughout the 1968-69 school year as were granted to other teachers on the Giddis list since these increases are known and can be demonstrated. These increases ranged over 9 percent for the 1968-89 school year.
- (9) There is no apparent reason why Grand Rapids teachers should fall ever farther behind the state-wide medians by teacher. They have a legitimate right to expect to stay at least where they are and, considering that Grand Rapids is an urban school district, they might even expect to come up to or above these medians.
- (10) The size of the few settlements that are now available for comparison for the 1969-70 and 1970-71 school years have been substantial, reflecting no early decline in the rate of increases in salary schedules.
- (11) The percentage increases in salary schedules throughout the State will inevitably begin to decline as teachers' salaries move upward on the whole and as the base upon which increases are computed becomes larger.
- (12) Grand Rapids has proposed to make substantial increases in its insurance costs and should receive credit for them vis-a-vis other districts with higher salary schedules but without commensurate insurance costs. In addition, Grand Rapids's salary schedules should reflect to some degree a lower-than-average pupil-teacher ratio in the district as well as the number of contract days per year that its teachers are required to serve.

- (13) The ratio between the BA minimum and the MA maximum is increasing steadily in most school districts in Michigan. A similar increase in the ratio is appropriate in Grand Rapids, particularly as it rewards those teachers who have demonstrated their commitment to teaching by spending their summers in school in order to remain current with modern educational developments.
- (14) The number of steps in the salary schedule to achieve maximum earnings generally is declining, particularly at the top of the BA and this might appropriately be reflected in schedule proposals.
- (15) The Grand Rapids School Board is proposing special merit increases to teachers at the MA maximum and this factor should be considered as a part of its schedule.
- (16) Grand Rapids will not have another operating millage election come before its voters until the summer of 1970. Cost increases effective in the 1970-71 school year can, therefore, be ratified by the voters before they become effective.

Recommendation

In light of the foregoing discussion and the references contained therein, the following points on the salary schedule are recommended. It is left to the parties to negotiate the individual step increments and the tracks beyond the MA.

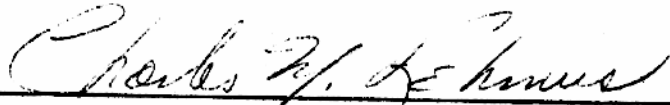
	2nd Semester 1968-69	1969-70	1st Semester 1970-71
BA min	\$ 6,700	\$ 7,200	\$ 7,700
BA max	10,720	11,300	11,500
MA min	7,240	7,780	8,320
MA max	11,390	12,400	13,500

In addition to this basic schedule, the following are also recommended.

- (1) The BA maximum in the 1970-71 school year shall be reached after 10 steps.
- (2) In the 1970-71 school year a merit increase as proposed by the Board shall become available to not less than 20 percent of the teachers at the MA maximum.
- (3) The last offer of the School Board on longevity payments shall be accepted as the basis for settlement.

CONCLUSION

The School Board's representatives and the negotiating committee for the Grand Rapids Educational Association have spent many hundreds of hours in search of a new Agreement. Both appear to have negotiated in good faith and many issues have been long settled. The recommendations contained in this report are believed to provide a reasonable and fair basis for settlement of all major remaining issues in dispute. The Fact Finder urges both parties to give them their most serious consideration in order that acrimony be avoided and settlement quickly forthcoming. Only then can they return to solving the many educational problems that are the basic concern of both.



Charles M. Rehms
Fact Finding Hearings Officer

March 12, 1969