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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

In re Fact Finding:

GRANDVILLE PUBLIC SCHOOLS
and
GRANDVILLE EDUCATION ASSOCIATION

Michigan State University

FACT FINDER'S REPORT AND RECOMMENDATIONS

In September, 1969, a two-year master contract was negotiated between the Grandville Board of Education and the Grandville Education Association. Pursuant to Article XXI, the contract was reopened for negotiation for the 1970-71 year with respect to (1) salary schedule, (2) extra-curricular salary schedules, (3) personal business leave, (4) elementary physical education and music teacher substitutes.

Initial proposals were exchanged by the parties in June of 1970 and thereafter the parties made counter-proposals respecting salaries. As of this date, however, the above issues remain unsettled.

On August 31, 1970, the Grandville Education Association filed a petition for Fact Finding. On October 6, 1970, a hearing was held at which time both parties were present. The hearing lasted approximately five hours and, in addition to the parties themselves, I would estimate that there were approximately 75 people in attendance.

In addition to the contract itself, the Association in its presentation introduced 18 written exhibits. The Board countered with 26 written exhibits and, following the hearing, each of the

Grandville Public Schools

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parties presented to the Fact Finder a written summary of its position. The principal spokesman for the Grandville Education Association was Fred R. Comer, MEA Executive Director and the chief spokesman for the Board of Education was Attorney Eugene Alkema. Presentation by both parties was excellent.

On the issues in dispute, the parties themselves were actually not very far apart at the time negotiations ceased. It is to the credit of the Teachers and also the Board that they were willing to make a serious and conscientious effort to reach an agreement based upon a Fact Finder's Report. The statutes of the State of Michigan encourage the use of Fact Finding when there is a failure of the parties to reach an agreement. The Board should recognize, and so should the public, that when the Teachers choose the course of Fact Finding, it becomes the responsibility of the Board not to make the Fact Finding process an exercise in futility by ignoring the report even if the report and recommendations may not be to its liking.

Likewise, the Teachers should recognize that there is no guarantee that the report and recommendations will fulfill their demands. This is particularly true in a situation where they have already negotiated a two-year contract and the present problems deal only with certain areas that were left open for re-negotiation at the end of the first year. In some instances, the complaints of the teachers which may, in fact, be legitimate are more appropriate for negotiation at the time a new contract is entered into rather than at the present. Although the law does not place any restriction or limitation on the extent of the Fact Finder's report, it is generally recognized throughout the state that the Fact Finder will recognize the principle that the parties themselves have established a two-year contract in

contrast to original negotiations involving a new contract. In such a situation, it is usually the practice of the Fact Finder not to pioneer new concepts, but should make recommendations within the purview of the reopener clause. This is not a hard and fast rule, more a guideline. However, the undersigned would not hesitate to deviate from this principle if substantial justice so dictated.

Both parties agree that the salary and benefit levels should be competitive with those of other comparable districts in Kent County. The Board took the position that Grandville should have a salary schedule comparable to those school districts in the counties which fall within the second quartile. In other words, they urge a salary schedule ranking somewhere between fifth and tenth among the Kent County districts. The Association, however, claims that the last offer of the Board would place the Grandville School District near the bottom in comparison with the other districts. One of the difficulties facing the Fact Finder is that the parties do not use the same figures as a method of comparison. For example, in computing state aid, the parties were not using the same enrollment figures and, as a result, the parties could not agree on the financial position of the district. It is also true that the valuation or comparison of salary schedules based on minimum and maximum BA and MA salaries can be misleading because of the number of variables which are involved. For example, some districts have several intermediate salary tracts (BA plus 10, 20, MA plus 10, 20, etc.) while others have few or none. Likewise, the number of steps required to reach maximum will vary from 9 to 12. A schedule which produces a higher maximum salary over a longer period of time is significantly different than one providing a different maximum figure in a shorter period.

At the present time, most of the other Kent County districts have concluded negotiations. Both the parties have presented to the Fact Finder the 1970-71 BA and MA salaries of all of these districts along with their ranking. Obviously, this data was not available when most of the negotiation was going on between the Grandville parties. The Fact Finder has reviewed this material carefully and, accordingly, makes the following recommendations.

SALARY

The Fact Finder has worked out a suggested salary schedule which he recommends to the parties. (See attached Schedule A.) This consists of a BA base of \$7,500 with a maximum of \$11,350 in 11 steps; a MA base of \$8,200 with a maximum of \$12,800 in 12 steps; a MA plus 10 base of \$8,410 with a maximum of \$13,010 in 12 steps; a MA plus 20 base of \$8,620 with a maximum of \$13,220 in 12 steps; and a MA plus 30 base of \$8,830 with a maximum of \$13,430 in 12 steps.

In some instances, these figures would represent salaries suggested by the parties themselves but in most instances, the schedule consists of a compromise somewhere between the position of the two parties. The Fact Finder is of the opinion that the adoption of this schedule would maintain the same position or very close to it at each step that the Grandville Teachers enjoyed in relation to the other 18 Kent County schools during the 1969-70 academic year.

EXTRA-CURRICULAR PAY - ATHLETIC

The Fact Finder has spent a good deal of time on the extra-curricular pay issue. It is obvious that a great many different activities are involved and, in addition, the duties and obligations will vary from district to district. The Fact Finder has no way of knowing the extent of responsibility that goes with

each job nor, for that matter, whether under the present schedule one particular position is underpaid or overpaid. (Apparently, however, both parties agree that cross-country and Senior High Swimming responsibilities are underpaid.) As a first impression, the merit of a multi-step schedule is appealing. From a study of the other contracts in the district, it appears to be widespread throughout the county. Yet, again as mentioned in the introduction, it should be remembered that the current contract negotiations are limited to the terms of the contract now in existence. Since the parties that negotiated the contract initially at least were satisfied with a single schedule calling for payment of a flat dollar amount for each particular extra-curricular activity, the Fact Finder sees no overwhelming persuasive argument for setting up a totally new percentage pay plan. Such a plan, however, should be carefully examined and, perhaps, negotiated on expiration of the present contract.

It is the Fact Finder's recommendation that the 1969-70 extra-curricular pay schedule which is identified as Schedule B to the master contract, be increased across the board by 8% with the exception of cross-country and Senior High Swimming which, it is recommended, be increased 13% and 10% respectively.

EXTRA-CURRICULAR PAY -- NON-ATHLETIC

Although this is a subject apparently still unresolved, the record is sketchy on the precise areas of dispute. However, it is the recommendation of the Fact Finder that extra-duty pay be as follows:

Senior High Debate	\$332.00
Forensics	175.00
Play (3)	262.00
Class Sponsorship	
9th Grade	75.00
10th Grade	75.00
11th Grade	109.00
12th Grade	255.00

Elementary Basketball	\$3.85/hr.
Junior High Noon and/or Gym	3.85/hr.
G.A.A. .	4.45/hr.

With respect to cheerleading, senior high vocal music and instrumental music and publication, a flat 8% increase over the 1969-70 schedule is recommended.

Unquestionably, department heads need more time to adequately handle their multiple responsibilities. Released time is urged by the Association. Also, as indicated before, although precedent is not an absolute requirement, a Fact Finder is reluctant to urge a concept which is not in practice in any of the comparable school districts in the county. This is particularly true when the contract is reopened for limited purposes only. The record discloses that of the 18 schools surveyed, 10 schools provided for no extra pay for department heads and 8 schools range from \$74 to \$462. It is recommended by the Fact Finder that department heads in the Grandville School System be paid extra pay of \$250.

With respect to substituting teachers, it would appear desirable for the Board when at all possible to employ a regular substitute teacher rather than a full-time teacher at an hourly rate. An hourly rate of \$6.00 for regular teachers would exceed the hourly rate for substitute teachers and this figure is recommended.

No logical reason was advanced by the Board why teachers in the elementary school are not compensated for substitute teaching in the absence of music and physical education specialists. It is recommended that they also be paid at the rate of \$6.00 per hour. Such an arrangement appears to the Fact Finder to be fair and more manageable and certainly more in the interests of the students than an early quitting hour.

PERSONAL BUSINESS LEAVE

At the present time, a so-called bank of 65 days is in existence. The evidence indicates that in the past two years, use of the bank days has not approached the 65 days available. Despite this fact, the staff is increased for the current year and consequently a corresponding increase in the bank days to 75 is recommended.

The Fact Finder further finds no justification for the practice of docking a teacher for "sick leave" when in fact the teacher is on personal business. It should be noted that sick leave and personal business leave are each fringe benefit provided by the master contract and leave should not be viewed as a single benefit.



Douglas W. Hillman, Fact Finder

Dated: November 9, 1970.

SCHEDULE A

Recommended Salary Schedule
1970 - 1971

<u>STEP</u>	<u>BA</u>	<u>+22</u>	<u>MA</u>	<u>+10</u>	<u>+20</u>	<u>+30</u>
1	7,500	7,800	8,200	8,410	8,620	8,830
2	7,790	8,090	8,475	8,685	8,895	9,105
3	8,100	8,400	8,800	9,010	9,220	9,430
4	8,410	8,710	9,200	9,410	9,620	9,830
5	8,775	9,075	9,615	9,825	10,035	10,245
6	9,160	9,460	10,025	10,235	10,445	10,655
7	9,570	8,870	10,450	10,660	10,870	11,080
8	10,000	10,300	10,900	11,110	11,320	11,530
9	10,450	10,750	11,325	11,535	11,745	11,955
10	10,900	11,200	11,830	12,040	12,250	12,460
11	11,350	11,650	12,325	12,535	12,745	12,955
12			12,800	13,010	13,220	13,430