

9/22/69, FF 144

1217

In the Matter of the Fact-Finding Hearing between  
GROSSE POINTE BOARD OF EDUCATION

-and-

GROSSE POINTE EDUCATION ASSOCIATION

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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
MEDIATION DIVISION  
DETROIT OFFICE

This fact-finding report was authorized under the provisions of Section 25 of Act 176 of Public Acts of 1939, as amended, and the Labor Mediation Board's regulations therewith. The undersigned Fact Finder was authorized to issue a report with recommendations regarding the matters of disagreement between the Grosse Pointe Board of Education and the Grosse Pointe Education Association. A hearing was conducted in the offices of the Board of Education on September 13, 1969.

#### APPEARANCES

##### For the Grosse Pointe Education Association

Willis Brown, Past President  
Alexander Essaides, Past Vice President  
Maynard A. Leigh, Vice President, Negotiations  
Jean Palazzolo, Vice President of Professional Rights and Responsibilities  
Maurice Hart, Michigan Education Association, Staff Representative  
David H. Basehore, President  
W. F. Hoover, Negotiator

##### For the Grosse Pointe Board of Education

Richard Kay, Director, Community Services, Chief Negotiator  
Lawrence Kennedy, Assistant Superintendent-Personnel  
Thomas Coulter, Attorney  
William Mogk, Principal  
George Eddington, Assistant to the Superintendent

*Grosse Pointe Board of Education*

E. J. Forsythe

## BACKGROUND AND POSITION OF THE PARTIES

The Agreement between the parties entered into in 1966 and as amended in 1967 and 1968 has expired and the Board and the Association have been in bargaining sessions the last several months. They have reached a tentative agreement on a number of items. There are certain issues on which the parties did not reach agreement, and it was at this stage, after offers and counter-offers, that a request for fact-finding was obtained.

### Salary Schedule

The present schedule for a B.A. is a minimum of \$7,100 to a \$11,285 maximum in twelve steps. The present M.A. minimum is \$7,800 to a \$12,850 maximum in twelve steps. The teachers request a \$7,850 B.A. minimum to a \$12,720 maximum in twelve steps. The Association requests a M.A. minimum of \$8,635 and a M.A. maximum of \$14,400. The Board has proposed a schedule for both B.A. and M.A. starting at the second step with a B.A. minimum of \$7,900 to a maximum of \$12,400, and a M.A. minimum of \$8,690 to a M.A. maximum of \$14,125.

The Board states that its proposal is one which can provide the best possible educational program and that the Board's bargaining history has produced such program consistently. The Board says that its chief competitors in the area are districts with an industrial base such as Dearborn and River Rouge, and that the Grosse Pointe new hires since 1966 have had superior earning possibilities because of the manner in which Grosse Pointe has shortened schedules compared to the method used in Dearborn in 1968 and again in 1969. The Board says it ranks 3rd behind River Rouge and Dearborn on B.A. rankings, 1st on M.A. rankings and on a combination of B.A. and M.A. rankings, Grosse Pointe ranks 2nd behind River Rouge.

The Board says that a review of settlements in other districts reveals that the later settlers this year are falling short of the \$14,000+ M.A. maximum which the Board has had on the bargaining table since July and that last year's leaders in the other districts have fallen back.

The Association says it feels that the teachers in Grosse Pointe should not be limited by what other school districts are doing, and that they are not asking for parity but are asking for a salary in today's economy for professional people. The Association objects to the Board's proposal of skipping the first step as it says this puts the second step on the bottom.

#### Longevity

The present contract language provides that the teachers regularly employed in Grosse Pointe or on an approved leave of absence during the 1966-67 school year shall be eligible to receive long-service increments (a) upon completion of ten (10) years of service with the Board, or (b) upon completion of one year of service at the maximum step of the applicable salary scheduled, whichever shall occur first.

The long-service increments are paid in accordance with a set schedule. The Board says the present contract provides that teachers who are not present employees shall be eligible to receive long-service increments upon completion of ten (10) years of service with the Board and upon completion of one year of service at the maximum step of the applicable salary schedule.

The Association is proposing that upon completion of 10 years of service to the Grosse Pointe Public Schools, the long-service increments will be paid to eligible teachers in percentages rather than a fixed amount. For example, it recommends for the 11th year of service 6%, for the 16th year of service 8%, and 10% for the 21st year of service.

The Board says the Association agreed to the fixed amount in the last negotiations and says that since the amounts are set, the schedule outlined, and since it is superior to those in other districts, there is no reason to change from the amount to the percentage.°

#### Summer School

The Board position is the payment of a teacher at a flat fee of \$900 for the summer session of six weeks, four and one-half (4½) hours a day. The Board says the summer school program is to be a self-sustaining program and that an additional payment would price the session out of existence. The Association says that a summer school teacher should be paid an equitable percentage of his regular salary. The Association says that the summer session is equivalent to 11½% of the regular school year, and proposes that a summer school teacher shall be paid 11½% of his base salary for a full summer session.

#### Salary Differential for Public Librarians

The last Contract provides for an annual (11 month) salary of a professional public librarian as determined by adding 5 percent to the corresponding teachers' annual (10 months) salary. The Board states that in terms of salary, the public librarian in Grosse Pointe, with his schedule of \$8,190 to \$13,492 for non-administrative professionals, his schedule of \$8,715 to \$14,017 for branch librarians, and his schedule of \$8,977 to \$14,279 for Chiefs, is the best in terms of maximum salaries among a recent study that includes seven Detroit area public library systems including Bloomfield Township, Dearborn, Detroit, Livonia, Royal Oak, Wayne County, and Wyandotte. The Board points out that they are on the public school

schedule and receive the same fringe benefits, sick leave and longevity as do the teachers, and that in addition, they have an earning capacity beyond that of a teacher.

The Association maintains that the current salary agreement between the public librarians and the Grosse Pointe Board of Education fails to provide 11 months pay for 11 months work. The Association contends that the librarians receive 5% additional pay for 22.5% additional working days (42-3/4). The Association says that 22.5% not 5% represents equality.

#### Holidays for Public Librarians

The Association proposes that Good Friday be included as a vacation day and that the public libraries be closed. Under present arrangements, the public libraries are closed from 12:00 p.m. to 3:00 p.m. The Association says that in 1966, the public libraries were closed on Good Friday. The Board points out that if libraries are open on holidays when other school offices are closed, compensatory time is granted. The Board says further that circulation studies indicate that there is a need and demand for library services on Good Friday.

#### Definition of Retirement

The Board submits that for the purposes of the Severance Pay section of the Contract, "retirement" is defined as follows:

1. The termination of active employment of a teacher where, in consequence of such termination such teacher is eligible for an immediate retirement allowance payable under the Michigan Public School Employees Retirement Fund Act, or
2. The mandatory retirement of a teacher, when such teacher has reached the age of 65 years, in accordance with the provisions

of Article XI, Section A-1 of the Handbook of Personnel Policies.

The Association says that for the purpose of Severance Pay section, retirement is defined as follows:

"Where a teacher retires from the Grosse Pointe Public School System, with the intent to withdraw from the teaching profession."

#### Calendar

The prior agreement provides that in the setting of the school calendar, the Board agrees to schedule a meeting with representatives of the Association to seek its advice on the content thereof. The Board asks that the language in the prior Agreement be continued with the addition of the following sentence, "There is reserved to the Board the right to set the 1970-71 school calendar."

The Association asks that the following language be inserted: "For the term of this Agreement the School Calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the School Calendar except by mutual Agreement of the Board and the Association." The Association also requests that on days preceding holidays or vacations, school shall be dismissed "60 minutes earlier than usual for Elementary Schools and one (normal) period earlier for Middle and High Schools."

It is the Board's position that it must maintain the prerogative of setting the school calendar.

#### Planning Time for Elementary Teachers

The Board maintains that a teacher in an elementary school shall be assigned to teaching time and preparation equivalent to weekly totals in the secondary schools. The Board says that it is giving consideration

to the best interests of both pupils and teachers; the Board says it will schedule preparation time in units of sufficient length to prepare for teaching assignments. The Association is requesting a schedule that provides a minimum of 300 minutes preparation time each week within the pupils' school day. The Association says this can be accomplished by scheduling recess periods, gym classes, music classes, and art classes taught or supervised by others. It requests further that the principal of each building shall consult with a committee of teachers to develop the scheduling of this preparation time into meaningful blocks of time.

#### Class Size

In the elementary homerooms the Board says it has regularly planned on an overall average of 25-26 pupils per homeroom. It says it has attempted to give relief to lower grade rooms when enrollments average 29 pupils or more. The maximum in the upper elementary grades has been 32 pupils. The Board says it agrees to exert reasonable efforts to assure that these upper limits will be maintained or improved, if sufficient revenues are made available by the community, and pledges to try and maintain or improve the overall average. The Board says academic classes in the secondary schools have been planned around an average of 25 pupils in recent years.

The Board says the record shows that progress has been made in diminishing the size of the classes, for example in 1965, Grosse Pointe had 50 elementary school classes which exceeded 30 pupils; whereas, in the fall of 1969, it recorded only 6 elementary school classes which exceeded 30 pupils.

The Association is requesting a contractual maximum on class size.

### Assignment of 4 Consecutive Classes

The Association wants a provision which would prevent a teacher being assigned classes for four consecutive periods. It suggests that one method of accomplishing this would be a re-scheduling of the lunch hour. The Board says the four consecutive class situation has occurred at only one of the high schools, and not the other, and that the whole matter is one of scheduling and computerizing the schedule. The Board says it is working to eliminate such a schedule but that it will have to be done carefully or desirable programs will be contracted out of existence.

### RECOMMENDATIONS

The Grosse Pointe District can only be described as a quality school system and one which is competitive with the best school districts in the entire area.

As to salary, the Board and the Association recognize that the attraction and the holding of good teachers is of utmost importance, and according to the figures presented to the Fact Finder, this appears to be what the District in fact does and what the parties, with the interest of the children in mind throughout, wish to continue.

Comparisons in pay were made to other communities, which on the other hand do not parallel the emphasis upon continuing outstanding results as do those in existence in Grosse Pointe. The attraction of outstanding teachers to the Grosse Pointe system has been constantly sought through nationwide recruiting, and the results appear most gratifying. Therefore, the Board's request of combining the first and second step appears of merit, with a substitution of the sum of \$8,050 at this step, with the maximum being reached at \$12,500.



The parties are in a similar position with the M.A. minimum and maximum. However, with the need for recognizing the achievement of the teachers who stay in the system, this Fact Finder recommends the minimum figure of \$8,690, combining the first two steps, to a maximum of \$14,225 for the M.A. maximum. The fringe benefits received throughout also relieve any question as to other comparisons as to salaries made to an industrial community district.

By adopting this pay schedule, and with the resulting fringe benefits, it is the hope that Grosse Pointe will secure and retain teachers in their system with a greater number of advanced degrees as an indication of their superior qualifications to provide quality instruction which, I am hopeful, will inure to the benefit of all parties concerned; but primarily to the students of the Grosse Pointe School system.

As to the summer school salary schedule, if it is determined that there is not the desire or need for summer school courses and other needs are greater, such courses can always be dropped. If there is such a need, it is recommended that the teacher be reimbursed for the "teaching" time in a percentage of his regular salary as long as the tasks are professional in nature. This assumes of course that the teacher is employed with the same responsibilities, duties, and requiring the same skills during the summer months as during the school year; then, and only then, should he or she receive professional compensation, compensated proportionately in accordance with his professional daily rate of pay. Otherwise, compensation for those tasks actually performed during the summer months should be negotiated on a special pay scale or at a flat rate. To rule otherwise would enable teachers to claim professional compensation for tasks performed by them that are not professional in nature or character.

As to the Calendar, the parties have agreed on the Calendar for this year. The past Agreement provided that the Board agrees to schedule a meeting with the representatives of the Association to seek its advice on the content thereof. The rest of the paragraph, in fact, sets out the length of the school year, so what is meant is that the days the teachers actually work can be discussed between the Association and the Board. The parties are in agreement as to the language, other than the Board reserving the right to set the 1970-71 Calendar. The past Agreement provides, as does the second sentence of the agreed upon language in the proposed Agreement, that the Board "agrees to schedule a meeting with representatives of the Association to seek its advice on the content thereof." In effect the Board will entertain recommendations relative to the contents of the proposed Calendar as it has in the past.

As to the size of the classes, academic classes in the secondary schools have been planned around an average of 25 pupils in recent years. As to elementary homerooms, the Board has regularly planned on an overall average of 25-26 pupils per homeroom. It has attempted to give relief, and should continue to do so, to lower grade rooms when enrollments average 29 pupils or more. The Fact Finder points out that here the Association should join with the Board in seeking improved numerical standards. The Grosse Pointe system has improved in the last few years in bringing the size of its classes to below the 30 level and should be encouraged to continue to do so. The unique Grosse Pointe system means that the Board will continue to seek funds for additional staff and additional teaching to meet increased enrollments and eliminate large classes.

As to preparation time, the Fact Finder recommends that a teacher in an elementary school shall be assigned to teaching time and preparation time equivalent to weekly totals in the secondary schools. Further, the principal shall consult with the Association Representative and a representative committee in his building to insure that the best possible schedule is used. Every effort shall be made to insure that the preparation time is in meaningful lengths of time.

The assignment of four consecutive classes appears to be a problem in one high school. This is a matter of scheduling to which the administration and the Board are committed to correct through scheduling. If this can be done in one high school through proper scheduling, it can be accomplished in the other.

In the Severance Pay section of the Agreement, the "retirement" clause is traditionally related to the relationship and eligibility of the teacher upon termination for the retirement allowance payable under the Michigan Public School Employees Retirement Fund Act, or the mandatory retirement of a teacher, upon such teacher having reached the age of 65 in accordance with other benefits he receives. Retirement is not considered as such merely upon the intent to withdraw from the teaching profession.

As to longevity, the flat amount agreed to in 1967 with periodic reviews appears to be in order.

The parties are agreed that a professional public librarian shall work an 11 calendar month year and be paid on the basis of a formula applicable to the Classroom Teachers Salary Schedule, with the Board contending the current salary is determined by adding 5 percent to the corresponding teachers' annual (10 months) salary; and the Association requesting adding

15 percent to the annual (10 months) salary. The academic and professional requirements for the librarians are high, and indeed they should be compensated commensurately. It should be pointed out that they do receive the same fringe benefits as those received by the teachers. Grosse Pointe is higher in terms of maximum salaries among those included in a recent study that includes seven Detroit area public library systems, but not as high as several out-state, including Ann Arbor, Flint and Lansing. In light of the comparative figures, both in the Detroit area and out-state, it is suggested that 10 percent be added to the annual (10 months) salary.

As to the public librarians requesting that they receive the entire Good Friday rather than from 12:00 to 3:00 p.m., the Fact Finder is inclined to recommend that the language of granting compensatory time be continued when libraries must be kept open on holidays when other school offices are closed.



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E. J. FORSYTHE, FACT FINDER

September 22, 1969