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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION

In the matter of:

HARPER CREEK COMMUNITY SCHOOLS  
BOARD OF EDUCATION

and

HARPER CREEK EDUCATION ASSOCIATION

Daniel Burger

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

Harper Creek

Community Schools

- HEARINGS OFFICER'S FACT FINDING REPORT

APPEARANCES:

For the School Board: Tom Combs, Attorney  
Bruce Cobb, Attorney  
Richard Weaver, President, School Board  
Wendell Allen, Treasurer, School Board  
Richard Shook, Trustee  
Carl C. Gowart, Superintendent  
Clyde J. Steele, Secretary, School Board  
Richard Walter, Vice President, School Board

For the Education Association: Morris D. Andrews  
Geoff Masters  
Amelia Medich  
James A. Miller  
Scott K. Ewing  
Carol Mead  
Martin Wendt  
Lloyd F. Fiesel, Michigan Education Association  
Dave Keniston

This is a fact finding report under the provisions of Section 25 of Act 176 of the Public Acts of 1939, as amended, which provides in part as follows:

"Whenever in the course of mediation under Section 7 of Act No. 336 of the Public Acts of 1947, being Section 423, 207 of the Compiled Laws of 1948, it shall become apparent to the Board that matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known, the Board may make written findings, with respect to the matters in disagreement. Such findings shall not be binding upon the parties but shall be made public..."

In accordance with the Board's Rules and Regulations relating to fact finding, the undersigned Hearings Officer was designated to conduct a hearing in the matter and to issue a report in accordance with Labor Mediation Board General Rules and Regulations Rule 35. 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 August 14, 1969, the Harper Creek Education Association listed the following unresolved issues:

1. The Association insists on the inclusion of a Financial Responsibility Clause in the Agreement.
2. The Association insists on Duty Free Lunch for all elementary teachers.
3. The Association insists on protection of probationary teachers (from unjust dismissal) under the grievance procedure.
4. The Association has the following salary schedule on the table; \*BA 7200, MA 7700, Ed Spec. 8300. Non-degree schedule is for a forfeiture of 250.00 for each ten hours less than required for a BA degree. The Board's last salary offer is as follows; BA 6800 to 10556, MA 7200 to 11673, Ed Spec. 7400 to 12549 with a statement that no teacher would receive less than 500 dollars above last year's salary. The board's offer would cut the number of steps or increments on the BA and MA.
5. The issue regarding pay for hours beyond the BA degree is one in which the only difference is in deciding which shall be paid for. We are almost agreed on pay for hours above MA but have not said so at the table.

\*The Association's salary schedule is based on no change in the number of steps or increments and no change in the current index system.

6. The Association insists that Life Certificated personnel presently on the staff be given the same treatment on the salary schedule as the Vocationally Certificated personnel.
7. The Association has made a proposal regarding increases in pay for Extra Assigned Duties and the Board counter is not clear to us. When we asked for clarification in the mediation session such clarification was not given. At this point the Association does not know what the board offer says.
8. The Association proposes that the Board pay Full Family Health insurance or options of up to 12.00 per month per teacher for those not desiring FF coverage. The board has offered a total of 15.00 per month per teacher for such coverage.
9. The Association has proposed a complete school calendar with 187 teacher days and 180 student days and has included all vacations and other pertinent information. The boards proposal is for 188 teacher days and 180 student days and teachers are to begin on August 25, no other information is given.
10. The Association is asking that the duration of the Agreement be for only one year. The board proposes a two year with economic reopener clause.
11. The Association insists that on days when the busses do not run due to inclement weather no students are to be in school and that the work for the day for the staff is to be determined by the teachers and the building principal.
12. The Association has proposed a new individual teacher contract form. The board made an objection to some language contained therein and the Association modified it to conform to their request and we have not been informed of any agreement on the new language.

The State Employment Relations Commission concluded that matters in disagreement between the parties might be more readily settled if facts involved in the disagreement were determined and publicly known. Accordingly, the Commission appointed Dr. Daniel H. Kruger as its Hearings Officer and Agent. A preliminary meeting of the parties was held at the Harper Creek Board of Education Administration Building on September 2, 1969.

At that time the Harper Education Association submitted a document to the fact finder which included:

1. Financial Responsibility: All teachers who choose not to belong to the Association would pay a fee for services rendered by the Association.
2. Duty-free Lunch: All elementary teachers would be granted a duty-free, uninterrupted lunch period each day. This break would help teachers to remain alert and sensitive to children's needs throughout the day.
3. Protection of Probationary Teachers in the grievance procedure. At present there is no way to challenge unjustifiable dismissal of non-tenure teachers.
4. Salary Schedule: BA \$7,200            MA \$7,700  
We all realize how prices are continuing to rise. The Association is concerned about the many fine teachers who have left Harper Creek. Most of these have gone to districts which pay more than Harper Creek. To retain good teachers, we must be able to compete with Battle Creek and Lakeview. Our salary package would enable us to do this.
5. Pay for Hours Beyond Degree: Presently teachers are paid for college credits beyond their degrees. At issue is what types of credits will qualify for payment. Our proposal suggests that teachers be reimbursed for all hours earned at accredited colleges or universities that are in the teacher's major or minor area of study or any hours that enhance the teacher's professional performances.
6. Equality of Life Certification and Vocational Certification for Pay Purposes: Our proposals ask the Board to recognize the experience in teaching for non-degree teachers as they presently recognize experience in industry for vocational teachers.
7. Increased Pay for Extra-Assigned Duties: The pay for extra-curricular activities rendered by athletic coaches and club sponsors. Several coaches have left Harper Creek recently, going to systems which pay more money for such services. Also, Harper Creek must improve its cultural standing if student organizations, such as debate, drama, French Club, are to function properly. Money must be available to pay those who supervise them.
8. Full-Family Health Insurance: At present the Harper Creek Board pays \$12 for health insurance coverage in behalf of each teacher. The Association is asking that the Board offer full-family health insurance so that all family members might be covered, or up to \$12 per month per teacher for those not electing full-family coverage in optional benefits.
9. Duration of Agreement: The Association wishes to work under a one-year agreement instead of the two-year agreement that the Board of Education proposes. The Association would be happy to consider a two-year agreement if it was a good comprehensive contract.

10. School Calendar: The Harper Creek Education Association has proposed a school calendar that is complete in terms of important dates. This would include parent-teacher conferences, inservice days, report cards, MEA conferences, holiday recesses, opening and closing of school. This allows detailed planning of the school year by teachers and parents alike. At present the Board of Education has offered only opening and closing school dates.
11. Inclement Weather Policy: Our proposal suggests that on severe weather days when bus services are cancelled school should be cancelled for all students. We contend that, if the weather is severe enough for bus services to be cancelled, then it must certainly be too dangerous to have children walking to and from school. Teachers would report for work, and with the assistance of the building principal, decide how that day could best be used.
12. Individual Teacher Contract Forms: Harper Creek teachers must sign an individual work contract. The Association feels that the present individual contract is not specific in detailing the working conditions under which the teachers will operate. The Association feels that it is good business to have work conditions spelled out clearly.

At the Fact Finding session on September 8, 1969, both parties reported that they had agreed on the following issues:

1. Increased Pay for Extra-Assigned Duties
2. Duration of Agreement
3. School Calendar
4. Individual Teacher Contract Forms

These issues were withdrawn from the Petition for Fact Finding.

#### Discussion of Unresolved Issues and Recommendations

##### Inclement Weather Policy

The Education Association had proposed that on severe weather days when school bus service is cancelled that school be cancelled for all students. It was pointed out that between 75-80 percent of the students use the bus service. Thus, when the buses do not run in inclement weather, only 20-25 percent of the students are in attendance.

Under the Education Association's proposal there would be no instruction day for the students. The teachers would still be required to come to

school if they were able. Those who did come would be involved in an inservice training program as determined by the principal and staff. Together the principal and the staff would decide how the day could best be used.

The Board of Education pointed out that the Superintendent has the authority to cancel the bus service if the weather and road conditions warrant. It is also his responsibility to decide if classes will be held on a given day, because of inclement weather. It was noted that there was only one day during the school year 1968-69 when the bus service was not operating and that to the best of his recollection only one teacher did not show up at her school. The attendance of the teacher is not related to whether the buses are running.

The Board of Education contends that it does have a policy. If teachers who call in and say that they are not able to come in because the roads are impassable, they are able to take a personal leave day or sick day and, therefore, would not lose a day's pay. The Board contends that this policy is operating well.

#### Recommendations

It was pointed out that when the buses are not running because of inclement weather only 20-25 percent of the students are in attendance. Fact Finder recommends that when the buses are not running, the school should not be in session. It is the Fact Finder's understanding that if inclement weather forces cancellation of classes, the days involved are still counted for the purposes of state aid.

The Education Association has stated that the teachers are willing to come to school on those days when classes have been cancelled in order to participate in inservice training. This would work if there were some advance planning. However, since the teachers are to come to school if they are able, there is no evidence as to how many, in fact, would come. One

possibility is to require that teachers attend these inservice training days. Or, if they call in to say that the roads are impassable, they could take a personal leave day or sick day. This appears to be unreasonable to the Fact Finder. If an Act of God makes it impossible for the buses to operate, it would seem that an Act of God would also apply to the teachers. Accordingly, the Fact Finder recommends that when the Superintendent cancels the operation of the bus service because of inclement weather, that school not be in session, and that teachers not be required to attend.

#### Protection of Probationary Teachers

The Education Association seeks to amend the grievance procedure (Article IV Section 6, 1968-69 agreement) to include arbitration for these cases involving unjustifiable dismissal of non-tenure teachers. The Association maintains that the probationary teachers need protection because they are not protected from unjustifiable discharge under the Michigan Teacher Tenure Act and they do not have access to arbitration under the 1968-69 agreement.

The Board of Education contends that the probationary period is designed to permit the employer to evaluate the teacher and to determine if the teacher has those attributes and skills which the Board wants. The Board contended that it should be able to make its decision without recourse by the probationary teacher to arbitration.

#### Recommendations

The Fact Finder recognizes that a probationary teacher is on trial and is attempting to establish his right to tenure status. It is a well known practice that the employer may discharge a probationary employee without cause. The probationary period is designed to give the Board an opportunity to find out if the teacher is qualified to perform the services for which he was hired.

Reference was made by the Education Association that the probationary

teacher is not protected by the Tenure Act against unjustifiable dismissal except by the Courts. It is the Fact Finder's view that if the Legislature wanted to protect probationary teachers it could have done so.

The Fact Finder does not recommend that the probationary teacher have access to arbitration when dismissal is involved. He does, however, recommend that the parties develop a well defined process under which the probationary teacher is closely evaluated and that periodic sessions be held in which the progress of the probationary teacher is discussed by the principal or supervisor and the individual. The Board of Education, in his view, has the responsibility to help the probationary teacher to become a better teacher and concomitantly to establish his right to tenure status.

#### Duty-Free Lunch

The Education Association seeks to have a duty-free, uninterrupted lunch period each day for all elementary teachers. It argued that this break would help teachers to remain alert and sensitive to the children's needs throughout the day. Currently, every teacher is assigned one half (1/2) hour every seven days. The Education Association's proposal covers only elementary teachers. The teachers in Junior High and Senior High will be assigned to duty during the lunch period, the same as during the 1968-69 agreement with no extra duties added.

The Education Association cited that both the Battle Creek and Pennfield School Districts have a duty-free lunch period. These districts are adjacent to the Harper Creek School District and frequent comparisons were made by the Education Association to them.

The Board of Education argued that the elementary school teachers would spend a total of 13 hours a school year in monitoring the lunch



period. It also noted that the lunch period provides the teachers with an opportunity to observe the students in a non-class situation, and this would be helpful to them in the classroom.

#### Recommendations

The Fact Finder does not recommend a duty-free lunch period for elementary school teachers. The Education Association stated that if the teachers volunteered for this duty, they should be paid at a rate of \$5.00 an hour. If the objective is to pay teachers for volunteering for such duty, the argument advanced by the Education Association that this break would be beneficial for the teachers is vitiated. The Association also presented a cost analysis for a duty-free lunch period which totalled \$8,100 (exhibit #4A). In the Fact Finder's view this money could be spent at this time to improve the salary and fringe benefits of the teachers.

#### Financial Responsibility

The Education Association seeks an agency shop and checkoff in the new agreement for 1969-70. Under it, all teachers who choose not to belong to the Association would pay a fee for services rendered by the Association. In support of its position the Association stated that the Battle Creek School District has an agency shop with a grandfather clause. Both the Lakeview and Pennfield School Districts do not have such a provision.

The Association presented a decision of the Labor Mediation Board to show that the agency shop is a mandatory subject of bargaining (Oakland County Sheriff's Department and Oakland County Board of Supervisors and Metropolitan Council 23, American Federation of State, County, and Municipal Employees, case no. C 66 F-63). It also introduced the Clampett vs. the Board of Education of the Warren Consolidated Schools and the Warren Education Association, Circuit Court, Macomb County, no. X67-2865, to

support the legality of the agency shop. It also introduced the City of Warren vs. Local No. 1383, International Association of Fire Fighters, Circuit Court, Macomb County, (S 67-3311) case in which the Court ruled that the Public Employment Relations Act of 1965 is to take preference over the general provision of the Civil Service Act of 1935. Also introduced to support its position were the Smigel et al vs. Southgate Community School, Circuit Court, Wayne County Civil Action no. 118,812 and the Michigan Teacher Tenure Commission case Viera vs. Saginaw Board of Education (Docket no. 68-14), and Hargreaves vs. Saginaw Board of Education (Docket no. 68-15).

The Association also showed that in 1968-69 there were 67 agreements out of 430 school district agreements which had the agency shop. As of September 3, 1969, there were 112 agreements with the agency shop out of 317 school district agreements settled as of that date.

The Board of Education acknowledged the decision of the State Labor Mediation Board and the other cases introduced by the Education Association. It contended that the issue had not been resolved by the State Supreme Court or conclusively by the State Teacher Tenure Commission (The case before the Teacher Tenure Commission was decided 2 to 2 with one abstention).

#### Recommendations

The Fact Finder is aware that the State Labor Mediation Board has ruled that the agency shop is a mandatory subject of collective bargaining in public employment. He is impressed with the rapid expansion of the agency shop provisions in school agreements as revealed by the data supplied by the Education Association. The Fact Finder also recognizes the arguments for such a provision--namely, that since the Association is required by state law to represent all the teachers in the bargaining unit,

all should financially support the Association. He notes the Board of Education's argument that the issue has not been ruled on conclusively by the Michigan Supreme Court and that the Michigan Teacher Tenure Commission split in its decision on the agency shop.

The Fact Finder, however, is persuaded that the agency shop should be granted. His recommendation is based on these facts: the State Labor Mediation Board has ruled that an agency shop is a mandatory subject of bargaining, and that public employees are not permitted legally to strike under Michigan law. In the private sector, an employee organization would have the right to strike to obtain the agency shop. In the absence of the right to strike the question is "How may an organization of public employees assert its mandatory right to seek an agency shop in circumstances where the public employer is opposed to granting it?" The answer is found in the provisions of the Michigan law providing for fact finding and in the Rules of the Labor Mediation Board instructing the fact finder to make recommendations.

#### Equality of Life Certification and Vocational Certification for Pay Purposes

The Association in this proposal wants the Board to recognize the experience in teaching of non degree teachers for pay purposes. The Board does consider the prior experience of vocational teachers in business and industry for pay purposes. The 1968-69 agreement Article V--Salary Schedule Section 5 reads:

"To be placed upon the B.A. Scale, a vocational teacher without a Bachelors Degree must have earned a vocational certificate and have six (6) years of work experience.

- (a) Experience in excess of six (6) years shall be evaluated in terms of two (2) years' industrial, office or distributive experience being equal to one (1) year of teaching experience."

The Board, however, does not give any recognition for the previous teaching experience of non degree teachers. There is one teacher with a Life Certificate. This type of certificate was given years ago by the State Department of Education to teachers after two years of college or normal school preparation. There is one such teacher with 16 years of experience who is at the top of the non degree schedule. The Association wants to place this teacher on the B.A. salary schedule in the same manner as vocational teachers. On August 11, 1969, the Education Association modified their proposal to provide that Life certificated personnel be required to take college or university course work equivalent to that required of Vocationally certificated teachers.

The Association stated that for pay purposes Life certificated and vocational teachers should be treated alike. Its proposal, it is maintained, would correct an inequity in the salaries of the Life certificated teachers as compared with the vocational teachers.

#### Recommendations

At first glance the proposal of the Educational Association seems reasonable. However, when the facts surrounding the individual teacher involved are closely examined, the Fact Finder found that this teacher received her Life Certificate in 1928 at which time she had 64 1/2 credit hours. She now has 89 credit hours. She has been employed in the Harper Creek School District since 1958.

The salary schedule of the District is common knowledge. Furthermore, teachers recognize that their salary is related to better preparation and years of service. The state of Michigan has long recognized the importance of higher education as evidenced by the fact that state supported colleges and universities are located in various cities throughout the state. One such institution, Western Michigan University, is located in Kalamazoo which is approximately 25 miles from Battle Creek. If the teacher wanted

to take additional courses toward her B.A. degree, there is a University close by. It is apparent that the teacher involved has not felt the need to complete her degree requirements in order to qualify for a higher salary.

The Fact Finder, therefore, does not recommend that the Life certificated teacher be placed on the B.A. degree salary schedule.

Pay for Hours Beyond Degree

With respect to this issue the Education Association has made the following proposal:

(1) Pay to each teacher the sum of \$37.50 per hour for each semester credit hour above the B.A. degree attained in and applicable to an approved Master's program, or others as specified in paragraph 1.b. below.

a. "Applicable" means those credit hours which are approved by a college or university toward a Master's degree. Courses that are taken prior to becoming a candidate for a Master's and that are approved by the college or university toward a Master's will be paid on the same basis of \$37.50 per hour, except that payment will not be made until the teacher becomes an approved candidate for a Master's program.

b. A Curriculum Council shall be established to draw up list(s) of courses approved for payment other than those listed in paragraph 1 above. The Curriculum Council shall consist of the Assistant Superintendent for Curriculum, the Chairman of the HCEA Committee on Curriculum, and a representative appointed by the Board of Education. This committee shall compile these list(s) not later than November 15, 1969.

(2) Pay to each teacher the sum of \$37.50 per hour for each semester credit hour above the Master's degree.

(3) This is clearly understood to be a "one-time" payment.

(4) This payment shall be made for all hours earned during the summer of 1969 under old rates.

(5) This payment shall not be made for any hours earned prior to the summer of 1969.

The Board's proposal on pay for years beyond degree is as follows:

Reimbursement for credit hours earned by teachers after the effective date of this contract will be paid as follows:

Pay to each teacher the sum of \$20.00 per hour for each semester credit hour above the B.A. degree attained in and applicable to an approved

"Applicable" means those credit hours which must be approved by a university toward a Master's degree. Courses that are taken prior to becoming a candidate for a Master's and that are approved by the university towards a Master's will be paid on the same basis of \$20.00 per hour, except that payment will not be made until the teacher becomes an approved candidate for a Master's program.

All other credit hours not covered above will be paid only if prior approval is obtained from the superintendent. "Prior approval" means prior to enrollment of a course.

Pay to each teacher the sum of \$25.00 per hour for each semester credit hour above the Master's degree.

(a) This is clearly understood to be a "one-time" payment.

There is no disagreement on the principle of paying teachers who are working towards an approved Master's degree. The issue is how much should be paid. A second related issue is the amount to be paid for each semester credit hour above the Master's degree. The third related issue is the effective date of the new proposal. Both parties are in agreement that these payments are to be a "one time" payment.

#### Recommendations

The Fact Finder recommends a new approach to the compensation for hours beyond the degree. The payment will be calculated on the following formula:

A. (1) The School Board will pay to each teacher 50 percent of the cost per hour for each semester credit hour above the B.A. degree for the first 15 semester credit hours attained in and applicable to an approved Master's program.

(2) The School Board will pay to each teacher 75 percent of the cost per hour for each semester hour above the B.A. degree for the second block of 15 semester credit hours (16-30 semester credit hours) attained in and applicable to an approved Master's program.

(3) The School Board will pay to each teacher 100 percent of the cost per hour for each semester hour above the B.A. degree for the third block of 15 semester credit hours (31-45 semester credit hours) attained

in and applicable to an approved Master's program.

This recommendation is being made for the following reasons. The Fact Finder was persuaded, in part, by the Board's argument that the teacher should have a partial financial investment in his self improvement. The proposal takes into account that argument. However, the Board in the Fact Finder's view should absorb a larger share of the costs the longer the teacher remains in the employment of the School District.

B. The Fact Finder recommends that the School Board pay the full cost for each semester credit hour above the Master's degree.

C. The Fact Finder recommends that the effective date for this new pay plan begin with the new contract for 1969-70. The 1968-69 agreement, Article XI states that this agreement shall be effective as of the 27th day of August, 1968, and shall continue in full force and effect until the 26th day of August, 1969. It is for this reason that the effective date of this recommendation be the date of the new contract.

#### Health Insurance

In the 1968-69 agreement the School Board paid \$12.00 a month or \$144.00 a year for health insurance for each teacher. The Education Association is asking the School Board to pay for full individual subscriber or Full Family coverage so that all family members might be covered or \$12.00 per month per teacher for those not deserving Full Family or Full Individual Subscriber. The Education Association has estimated that this coverage under its proposal would cost \$40,536.00. (Education Association Exhibit 29)

The School Board has offered to pay \$15.00 a month per teacher for health insurance. This would cost \$27,000.00 according to Board's estimate. (Board of Education Exhibit 13)

The Education Association showed what other school districts in the area are providing in health insurance coverage. Battle Creek provides \$27.14 per month--full family coverage; Springfield \$276.00--full family coverage (this amount was provided in the 1968-69 agreement); Pennfield pays \$125.00 a year towards the cost.

The Education Association also presented data which showed that the statewide average subsidy for health insurance for teachers is \$233.99 and for Region IV which includes Harper Creek the average subsidy is \$157.16. (Education Association Exhibit 14)

#### Recommendations

The Fact Finder recommends that the Board of education pay \$20.00 a month per teacher towards the cost of full family coverage and up to \$12.00 a month per teacher for a single subscriber. This would cost approximately \$30,240 calculated as follows:

90 persons at full coverage	20 x 12 x 90	\$21,600
60 persons at single subscription	12 x 12 x 60	<u>8,640</u>
		\$30,240

(The data on persons for various types of coverage were taken from Education Association Exhibit 29).

This recommendation represents an increase of \$3,240 over the Board's proposal. If this recommendation is accepted, two school districts in the area have a higher health insurance benefit and two districts pay a lower benefit than Harper Creek.

#### Salary

The following page shows the salary proposals of both the Education Association and the School Board.



SALARY PROPOSALS OF HARPER CREEK EDUCATION ASSOCIATION

AND

BOARD OF EDUCATION

(1.045 increments)

<u>Exp.</u>	<u>B.A.</u>		<u>M.A.</u>		<u>Spec.</u>	
	<u>Assoc.</u>	<u>Board</u>	<u>Assoc.</u>	<u>Board</u>	<u>Assoc.</u>	<u>Board</u>
0	7200	6800	7700	7200	8300	7400
1	7524	7106	8046	7524	8673	7733
2	7862	7425	8408	7862	9036	8080
3	8215	7759	8786	8215	9470	8444
4	8584	8108	9181	8584	9896	8824
5	8970	8472	9594	8970	10341	9221
6	9373	8853	10025	9373	10806	9636
7	9794	9251	10476	9794	11292	10070
8	10234	9667	10947	10234	11800	10523
9	10694	10102	11439	10690	12331	10996
10	11175	10556*	11953	11171	12885	11491
11	11677		12490	11673*	13464	12008
12			13052		14069	12549*

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\*No teacher shall receive less than \$500 above that amount received for his basic teaching duties for the year 1968-69.

The School Board estimates that its salary proposal would cost \$1,349,862 (School Board Exhibit 7), whereas the Education Association estimated its salary proposal to cost \$1,427,803.50 (Education Association Exhibit 29).

Numerous exhibits were introduced by the parties to support their respective salary proposals.

Recommendations

The Fact Finder recommends the following salary schedule:

FACT FINDER'S RECOMMENDATION

<u>Exp.</u>	<u>B.A.</u>	<u>M.A.</u>	<u>Spec.</u>
0	7000	7500	7900
1	7315	7838	8256
2	7644	8193	8628
3	7988	8562	9016
4	8347	8947	9422
5	8723	9350	9846
6	9116	9771	10,289
7	9526	10,221	10,752
8	9955	10,681	11,236
9	10,403	11,162	11,742
10	10,871	11,664	12,270
11	11,360	12,189	12,822
12	11,871	12,738	13,399

(Index=1.045%)

With this salary schedule, Harper Creek would compare favorably with the other three school districts--Battle Creek, Lakeview, and Pennfield as follows:

	B.A. Min.	B.A. Max.
Battle Creek	7100	11,677
Harper Creek	7000	11,360 (11 steps) 11,871 (12 steps)
Lakeview	7000	11,480
Pennfield	7000	11,400
	M.A. Min.	M.A. Max.
Battle Creek	7630	13,130
Harper Creek	7500	12,738 (12 steps)
Lakeview	7500	13,000
Pennfield	7500	11,500

(Data for other school districts taken from Education Association Exhibit 36)

The charts below compare the salary minimum and maximum in the 1968-69 agreement, the Education Association and School Board proposals, and the Fact Finder's recommendation.

B.A.

<u>Exp.</u>	<u>1968-69 agreement</u>	<u>Assoc. Proposal</u>	<u>Bd. Proposal</u>	<u>F.F. Recom.</u>	<u>F.F. Increase over 68-69</u>
0	6350	7200	6800	7000	650
10			10,556*		
11	10,306	11,677		11,360	1,052
12				11,871	

\*No teacher shall receive less than \$500 above that amount received for his basic teaching duties for the year 1968-69.

The Fact Finder's recommendations represent a 10.3 percent increase over the 1968-69 B.A. base and a 10.2 percent increase over the 1968-69 B.A. eleven steps.

M.A.

<u>Exp.</u>	<u>1968-69 agreement</u>	<u>Assoc. Proposal</u>	<u>Bd. Proposal</u>	<u>F.F. Recom.</u>	<u>F.F. Increase over 68-69</u>
0	6750	7700	7200	7500	750
11			11,673*	12,189	
12	11,447	13,052		12,738	1,291

\*No teacher shall receive less than \$500 above that amount received for his basic teaching duties for the year 1968-69.

The Fact Finder's recommendations represent a 11.1 percent increase over the 1968-69 M.A. base and a 10.4 percent increase over the 1968-69 M.A. twelve steps.

The Fact Finder roughly estimates that his salary proposal for the B.A., M.A. and Specialist would cost about \$1,378,405. He further estimates that the total salaries for the non-degree personnel (4 in number) would be about \$28,000 (The Fact Finder did not make any recommendations on a salary schedule for non-degree). He has estimated the total salaries for the non-degree on the basis of a 10 percent increase. Thus, his estimate of the total cost of his salary recommendation is about \$1,406,405 or approximately \$56,000 more than the Board's estimate for its salary proposal. In the Fact Finder's view, his recommendation is reasonable and fair. It takes into account the rising cost of living and comparability with other nearby school districts.

#### Summary

In summary, the Hearings Officer made recommendations which can serve as a basis for the parties to reach agreement. He strongly urges the parties to give serious consideration to these recommendations so that the agreement can be finalized. Furthermore, it is hoped that this Report will assist the parties in developing and promoting goodwill which is so essential to an effective educational program in Harper Creek.

September 18, 1969

Daniel H. Kruger  
Hearings Officer