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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION

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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
LABOR RELATIONS DIVISION

In the matter of:

HASLETT BOARD OF EDUCATION

and

HASLETT EDUCATION ASSOCIATION

HEARINGS OFFICER'S FACT FINDING REPORT

APPEARANCES:

For the School Board: Richard Escott, Superintendent  
Gerry Dulmage  
Leo Mullen  
Jack Anderson

For the Education Association: Michael Bray  
Lettice McKenzie  
Scott Felmler, President  
Mary Miller  
Warren A. Richard, Michigan Education Association

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

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

Daniel H. Kruger

Michigan State University  
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*Haslett Board of Education*

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 September 5, 1969, the Haslett Education Association listed the following issues:

- A. Economics
  - 1. Salary Schedule
  - 2. Fringe Benefits, including full family insurance or optional dental insurance
  - 3. Extra Pay for Extra Duties
- B. Arbitration
- C. Professional hours for teachers
- D. Class Size and Instructional load for the elementary and secondary teachers
- E. The salary to be retroactive to the beginning of the school year

This petition was filed after the Haslett Education Association membership had rejected the agreement on September 3, 1969. The Bargaining Committee of the Haslett Education Association had recommended ratification of the agreement.

The Michigan 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. The Hearing was held in Room 100, South Kedzie Hall, Michigan State University on September 23, 1969.

The Haslett Board of Education in its answer to Petition for Fact Finding submitted a statement which the Haslett Education Association had issued to the Board of Education on September 3, 1969, which read as follows:

1. The total salary package, including the base through the top of the scale, is not acceptable to the teachers. This salary package also includes extra duty and fringe benefits.
2. Class size and instructional load is also not acceptable to the teachers.
3. The teachers insist that the contract be retroactive to September 2, 1969, and for extra duty assignments to August 25, 1969. It is the professional position of the staff to continue teaching during negotiations so that the education of the children of Haslett will not be adversely affected by negotiations.
4. The teachers recommend fact-finding and continued negotiations.

There appears to be a discrepancy between the issues listed in the Haslett Education Association Petition for Fact Finding and its statement to the Board. The issue of arbitration does not appear on the Petition.

#### Discussion of Unresolved Issues and Recommendations

##### Professional Hours for Teachers

The issue of professional hours for the teachers was resolved by the parties during the hearing and therefore it was mutually agreed by the parties to delete this issue from fact finding.

##### Full Family Insurance

This issue was resolved by the parties during the hearing and therefore it was mutually agreed by the parties to delete this issue from fact finding.

##### Arbitration

The Board of Education's answer to the Petition for Fact Finding notes "Arbitration in the grievance procedure is not (their emphasis) at issue. A review of the statement presented to the Board of Education (which the Hearings Officer cited above) makes no mention of arbitration. This matter is obviously added as an afterthought. This matter further was removed from the area of collective bargaining by concession of the teachers during the negotiations which resulted in agreement between the negotiating

teams on September 3."

The School Board also presented data to the Hearings Officer to show that a binding arbitration clause as the terminal step in the grievance procedure is not universal. The Haslett Education Association in support of its position cited that a number of School Districts have granted binding arbitration. As of September 10, 1969, according to the Michigan Education Association Contract Settlement Report there were 27 settlements in Region 8, which includes Haslett. At that time there were 11 settlements with binding arbitration and 16 with no binding arbitration.

The Education Association cited arguments for the inclusion of such a provision in the agreement and the Board presented its arguments against. These are well known and need not be discussed here.

Both the Education Association and the Board of Education were in agreement that one grievance went to the Board during the 1968-69 agreement.

The Hearings Officer notes the discrepancy between the items on the Petition for Fact Finding and the Education Association's statement to the Board on September 3, 1969. He also notes the statement cited in the Board's answer to the Petition for Fact Finding. The Education Association's reply as to why it was not included was that they were under a time deadline to prepare such a statement and did not have time to prepare a detailed statement.

In the hearings, the Hearings Officer asked the Education Association Bargaining Committee if they had done their best in the negotiations and if they were satisfied that they had obtained the best possible settlement. To both questions, the answer was affirmative.

#### Recommendations

The Hearings Officer does not recommend at this time the inclusion of a binding arbitration clause as the terminal step in the grievance procedure. He is led to believe that although the parties discussed arbitra-

tion in negotiations, it was not an issue of sufficient importance to block a tentative settlement between the negotiating teams on September 3, 1969.

Class Size and Instructional Load for Elementary and Secondary Teachers

According to the Education Association the teachers' original proposal was this:

"Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards, but in no event shall it exceed the following maximum standards except in traditional large group instruction or experimental classes where the Association has agreed in writing to exceed these maxima.

- | 1. Elementary      | <u>Optimum</u> | <u>Maximum</u> |
|--------------------|----------------|----------------|
| Kindergarten       | 16             | 22             |
| First-Second Grade | 16             | 22             |
| Third-Fifth Grade  | 18             | 25             |
- 
- | 2. Secondary       |    |    |
|--------------------|----|----|
| English            | }  | 18 |
| Social Studies     |    |    |
| General Education  |    |    |
| Mathematics        |    |    |
| Science            |    |    |
| Language           |    |    |
| Business           |    |    |
| Typing             | 25 | 30 |
| Industrial Arts    | 15 | 20 |
| Drafting           | 25 | 30 |
| Vocational Shops   | 15 | 20 |
| Homemaking         | 15 | 20 |
| Music              | 30 | 40 |
| Art                | 20 | 25 |
| Physical Education | 30 | 40 |
- 
3. The ratio of pupils to total classroom teachers within the district shall not exceed 25 to 1.
  4. If an individual class load exceeds the above maxima, a special conference will be held after 10 days of said violation between the teacher, the principal, the building representative, and the superintendent (or his designate) to arrive at a mutually agreeable solution to the problem. Should the problem not be solved by mutual agreement the teachers who are assigned classes which exceed these maxima standards shall receive additional compensation at the rate of \$400 per pupil annually for each pupil in excess of the above stated maxima."

The Board's proposal was this:

"The Board of Education agrees to employ teacher aides on a full or part time basis when any building pupil-teacher ratio exceeds 25 to 1. In determining this ratio the fourth Friday count shall be used and the kindergarten teachers shall count double. Special education teachers and county employees shall not be used in determining the building ratio.

Teachers having the overload have priority on teachers' aides. When an individual class load exceeds 30 pupils a special conference will be held between the teacher, the principal, the building representative and the superintendent (or his designate) to arrive at a mutually agreeable solution to the problem."

The agreement which was reached incorporates the Board's proposal. It was not acceptable to the teachers at their ratification meeting on September 3, 1969.

The 1968-69 agreement, Article V Section I is identical to the Board's proposal.

The Education Association at the hearing made the following proposal:

1. Rather than determining the ratio on the fourth Friday count, the ratio shall be determined within two weeks of the beginning of the school.
2. An aide shall be employed for teachers' use when the teacher-pupil ratio exceeds 25 to 1. When the class size is in excess of 25 by one to three students, the teacher shall receive the services of an aide for one hour per day. If class is in excess of 25 by four or five students the teacher shall receive services of an aide for two hours per day.
3. Any violation of the class size agreement shall be subject to the grievance procedure.

The Board's position is that the building ratio of pupil-teacher should not exceed 25-1 and the individual classes should have a 30-1 pupil-teacher ratio. It was pointed out that there are lay supervisors for the study halls, noon duty, lunch periods. In addition there are high school students who serve as teacher aides. The Education Association said that the assignment of the high school teacher aides was on a hit-and-miss basis.

The Board argued that it needed flexibility of assigning pupils to classrooms within a given building. It noted that the classroom size is

more than a matter of number of students; it is necessary to take into account the composition of the class.

In the discussion of clerical duties performed by the teachers, it was pointed out that report cards for the junior high and high school students are prepared by the computer. Secretaries collect money. Forms for school census are not prepared by the teachers. The school secretaries are available for certain kinds of typing but there appeared to be differences of opinion by the parties on their availability to assist the teachers.

In the discussion it appeared to the Hearings Officer that the teachers were seeking not clerical aides but instructional aides.

#### Recommendations

1. The Hearings Officer strongly recommends that a procedure be established by the Superintendent for the use of high school students who serve as teacher aides. This procedure should be publicized so that all teachers are aware of the procedure to request the services of a student teacher aide. The teachers with 25-30 students in the classroom should be given priority for the use of these high school student teacher aides.

2. The Hearings Officer strongly recommends that the Superintendent direct the principals of the schools in the district to prepare a procedure spelling out the availability of the school secretaries to assist the teachers in the typing of classroom materials, and examinations. Under no circumstances should a student aide be permitted to type up an examination. The procedure to be developed by the principal should be widely publicized so that all teachers will be apprised of it.

3. The Hearings Officer recommends that the Board of Education employ teacher aides on a full or part time basis when any building pupil classroom teacher ratio exceeds 25-1. This ratio could be determined within two weeks after school has begun. Kindergarten teachers shall count double. Special education teachers and county employees shall not be used in

determining the building ratio.

Teachers having the overload will have priority on teachers' aides-- both the high school student teacher aides and aides employed by the Board.

When an individual class load exceeds 30 pupils, a special conference will be held between the teacher, the principal, the building representative and the superintendent (or his designate) to arrive at a mutually agreeable solution to the problem. There is however nothing magic about the number 30. If a teacher feels that the composition of the class is such that some other arrangement should be made to enhance the quality of education in the classroom, there should be consultations between the teacher and the principal and the building representative. The Board of Education in the hearing noted that there is no evidence to prove conclusively that the size of a classroom is related to learning and that small classes yield high learning.

Nonetheless, efforts should be made to keep classes as small as possible and the Board of Education must demonstrate good faith in striving toward this objective.

If the special conference does not produce a mutually acceptable solution, the teacher can institute a grievance at the third step of the grievance procedure (Article XIII of the tentative agreement of September 2, 1969).

#### Extra Duty Pay

Below is a chart which shows the extra duty pay schedules for 1968-69, the schedule agreed upon in negotiations but rejected by the membership, and the new proposal of the Haslett Education Association. (see page 9)



Extra Duty Pay Schedule

	<u>1968-69</u>			<u>Agreed 9/3/69</u>	<u>HEA Proposal in Fact Finding</u>
Athletic Director	8%	9%	10%	10%	10%
Head Football		10%		10%	10%
Assistant Football		7		7	7
Freshman Football		7		7	7
Junior Varsity Football		7		7	7
Head Basketball		10		10	10
Junior Varsity Basketball		7		8	7.5
Freshman Basketball		5		7	7.5
Baseball		7		7	7
Track		7		7	7
Wrestling		10		10	10
Cross Country		5		5	5
Golf		5		5	5
Assistant Baseball		5		5	5 (J.V.)
Assistant Track		5		5	5
Seventh Grade Basketball		4		4	5
Eighth Grade Basketball		4		4	5
Junior High Track		4		4	4
Tennis				7	5
Assistant Wrestling					7
Junior High Football					4
Junior High Wrestling					5
Audio-Visual Building Aides		\$100.00		\$100.00	\$100.00
Class Sponsors					
Junior and Senior		200.00		200.00	200.00
Freshman and Sophomore		100.00		100.00	100.00
Student Council		200.00		200.00	200.00
Junior High Student Council		100.00		100.00	100.00
Girls Athletic Association		150.00		150.00	150.00
Debate		100.00		200.00	200.00
Cheer Leaders		100.00		200.00	200.00
Junior/Senior Play		300.00		300.00	300.00
Fifth Grade Camp		100.00		150.00	150.00
Band Director		10%		10%	10%
Special Education		300.00		300.00	300.00
Future Homemakers Association					150.00
Choral Music Director					350.00

The percentage figure used is a percent of the Bachelor Degree Step that a person holding one of these assignments is on, even if that individual has a Master's Degree.

The differences between the tentative agreed upon schedule and the proposal submitted by the Education Association at the hearing are:

	<u>Agreed 9/3/69</u>	<u>New Proposal</u>
Junior Varsity Basketball	8%	7.5%
Freshman Basketball	7	7.5
Seventh Grade Basketball	4	5
Eighth Grade Basketball	4	5
Tennis	7	5
Assistant Wrestling		7
Junior High Football		4
Junior High Wrestling		5
Future Homemakers Association		\$150.00
Choral Music Director		\$350.00

The Education Association maintains that these changes between the agreed upon schedule and the new proposal will result in equity among those teachers involved in these activities.

The Board of Education introduced an exhibit which shows that it pays comparable extra duty pay with other districts in Region 8. Only 8 districts out of 21 in the Region pay for Junior High Football. No districts, according to the chart, pay for Junior High Wrestling. Six districts pay extra compensation for Assistant Wrestling. Compensation for Future Homemakers Association and the Choral Music Director was not introduced during negotiations.

#### Recommendations

The Hearings Officer strongly recommends that the agreed upon schedule of September 2, 1969, be accepted by the teachers. No job descriptions were submitted for the positions included in the new proposal. According to the Education Association the justification for changing the rate of compensation for the five positions agreed upon in negotiation was equity. This may be so, but it was not proven to the Hearings Officer inasmuch as details of the positions were not spelled out.

The striking thing about the chart above is that 30 extra pay classifications appeared in the 1968-69 agreement, 31 in the agreed upon schedule

and 36 in the new proposal. There are 96 teachers in the bargaining unit at Haslett. In all probability the list of activities for which extra compensation is paid will grow. Accordingly, the Hearings Officer strongly recommends that the parties establish a study committee to prepare a detailed job description of each position for which extra compensation is paid and the amount of time required for each activity. Following such a study, the parties could then be better informed to establish an equitable rate--either as a percentage or flat--for each activity for which extra compensation is paid. Furthermore, there are certain activities, in the Hearings Officer's view, that are part and parcel of the teacher's responsibilities and, therefore, should not be entitled to extra compensation. It would seem that the personnel officer of the district should prepare a written statement of a teacher's responsibilities for which he or she is being employed. The teacher would then know exactly what is expected of him or her in connection with the discharge of the position responsibilities.

#### Salary Structure

The chart on page 12 shows the salary structure for 1968-69, the tentatively agreed upon schedule and the proposal introduced by the Education Association in the hearing. In the tentatively agreed upon schedule there are two new items--the B.A. + 24 term hour and the M.A. + 24 term hour. These two categories also appear in the new proposal. There is agreement by the parties of the inclusion of these two categories. There is also agreement on the index and the number of steps in each of the components of the schedule.

Salary Schedules

1968-69			Tentatively Agreed Upon	New Proposal
<u>B.A.</u>				
<u>Step</u>	<u>Index</u>			
1	1.00	6500	6900	7100
2	1.05	6825	7245	7455
3	1.10	7150	7590	7810
4	1.17	7605	8073	8307
5	1.23	7995	8487	8733
6	1.29	8385	8901	9159
7	1.36	8840	9384	9656
8	1.43	9295	9867	10,153
9	1.50	9750	10,350	10,650
<u>B.A. + 24</u>				
1	1.02		7038	7242
2	1.07		7383	7597
3	1.12		7728	7952
4	1.19		8211	8449
5	1.25		8625	8875
6	1.31		9039	9301
7	1.38		9522	9798
8	1.45		10,005	10,295
9	1.52		10,488	10,792
<u>N.A.</u>				
1	1.05	6825	7245	7455
2	1.10	7150	7590	7810
3	1.15	7475	7935	8165
4	1.22	7930	8418	8662
5	1.29	8385	8901	9159
6	1.36	8840	9384	9656
7	1.43	9295	9867	10,153
8	1.50	9750	10,350	10,650
9	1.57	10,205	10,833	11,147
10	1.64	10,660	11,316	11,644
11	1.71	11,155	11,799	12,141

Salary Schedules (Continued)

1968-69		Tentatively Agreed Upon	New Proposal
Step	Index	<u>M.A. + 24</u>	
1	1.07	7383	7597
2	1.12	7728	7952
3	1.17	8073	8307
4	1.24	8556	8804
5	1.31	9039	9301
6	1.38	9522	9798
7	1.45	10,005	10,295
8	1.52	10,488	10,792
9	1.59	10,971	11,289
10	1.66	11,454	11,786
11	1.73	11,937	12,283

Data were submitted by the Haslett Education Association to show that the agreed upon schedule of September 2, 1969, was below that of neighboring school districts. The Board of Education introduced data to show that the salary schedule negotiated represented average percentage increases ranging as follows:

B.A.	11.1%
B.A. + 24	12.8%
M.A.	11 %
M.A. + 24	12.8%

These increases, as calculated by the Board, reflect both the movement from the step on which the individual teacher was in 1968-69 to the next step in 1969-70 plus the negotiated increase in the new schedule for that step. For example, a teacher in 1968-69 at step 1 was earning \$6500. She would be at step 2 in 1969-70. If there were no negotiated increases, she would be earning \$6825. The amount being paid for step 2 in the negotiated schedule for 1969-70 is \$7245, or \$400 more than last year. Together, the movement and the new money represented an increase over last year's salary of \$745 or 11.46%.

The total amount of the teacher's salaries in the negotiated schedule, according to the Board of Education is \$832,795.50. When the amount for the coaches and others receiving extra compensation for extra duties is added (\$11,000) the total for teacher salaries alone excluding fringe benefits, summer school, substitutes, summer recreation program is \$843,795.50 or 59.13% of the total budget of \$1,426,987.50.

#### Recommendations

After close examination of all the data submitted the Hearings Officer recommends the following:

B.A.	7,000 - 10,500 in 9 steps with index	1.00-1.50
B.A. + 24	7,140 - 10,640 in 9 steps with index	1.02-1.52
M.A.	7,350 - 11,970 in 11 steps with index	1.05-1.71
M.A. + 24	7,490 - 12,110 in 11 steps with index	1.07-1.73

This recommendation will cost approximately \$13,000.00 more than the salaries negotiated but rejected by the Education Association. This recommendation makes the salary schedule comparable with other school districts in the area. The costs of the recommended salary schedule including compensation for extra duties but excluding fringe benefits, substitutes, summer school and summer recreation represent 60% of the total budget. This is in line with the statement of the Education Association that it will not accept a salary schedule less than 60% of the total 1969-70 budget (Haslett Education Association Newsletter dated August 28, 1969).

#### Retroactive of Salary


The Hearings Officer recommends that the salary schedule be retroactive to the start of the school year, provided the negotiations leading to settlement are completed within a reasonable time from the date of this report, e.g. 30 days.

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. In framing these recommendations he took into account the history of negotiations for the 1969-70 agreement.

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 Haslett.

October 6, 1969

  
Daniel H. Kruger  
Hearings Officer