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HEMLOCK PUBLIC SCHOOLS

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

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Opinions

In the Matter of:

HEMLOCK PUBLIC SCHOOLS  
Hemlock, Michigan

-and-

HEMLOCK FEDERATION OF TEACHERS

LABOR AND INDUSTRIA  
RELATIONS LIBRARY  
Michigan State University

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
BUREAU OF OFFICE

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On October 3, 1975, the undersigned, Leon J. Herman, was appointed by the Employment Relations Commission as its hearings officer and agent to conduct a fact finding hearing relevant to the matters in dispute between the above parties pursuant to Section 25 of Act 176 of Public Acts of 1959, as amended, and the Commission's regulations. Accordingly, and upon due notice, hearings were scheduled and held on October 26 and 27, 1975, at the offices of Grover & Associates, Saginaw, Michigan, and on December 1, 1975, at the offices of the fact finder in Southfield, Michigan.

Merle W. Grover, Personnel Consultant; Larry Gariglio, Superintendent of Schools; and Rollie Benford, Personnel Director, represented the Board of Education.

Henry Linne, President, Michigan Federation of Teachers, Reynold Moy Chung, MFT Staff Representative; Kathy Burnham,

Chairman Negotiating Team; Ed Munger, Chuck Grasley, Barbara Johnson, and Kathy Maisner, members negotiating team, appeared on behalf of the Federation.

The Union has requested an improved salary schedule with new columns in the BA plus 15 and MA plus 15 categories; a longevity increase to occur in the fifteenth year of service in the Hemlock schools; an increase in life insurance from \$5,000 to \$10,000; basic dental insurance; the appointment of a Middle School Band Director or Assistant Band Director; the appointment of girls volleyball coaches to the seventh and eighth grades, and a clause providing for just cause.

The Board has asked that a no strike clause be included in the Agreement.

The teachers in this system were organized in 1965 by affiliation with the Michigan Education Association. They signed a first contract as an independent union for the 1966-67 school year. In 1970-71, they were reaffiliated with the M.E.A. The Federation was voted in during May of 1975. This is a first contract with the Federation as representative of the some 108 teachers in the school system.

The following schedule shows the 1974-75 salary range over twelve steps in the Bachelors and Masters categories, together with the Board's 1975-76 offer and the Federation's salary request:

B.A.

<u>STEP</u>	<u>1974-75</u>	<u>Bd. Offer 1975-75</u>	<u>Federation Request</u>
1	\$ 8,550	\$ 8,800	\$ 9,490
2	8,845	9,200	10,059
3	9,500	9,600	10,534
4	9,775	10,100	11,103
5	10,355	10,500	11,578
6	10,700	11,200	12,147
7	11,040	11,600	12,621
8	11,500	12,100	13,191
9	12,075	12,700	13,666
10	12,625	13,100	14,235
11	13,205	13,700	14,710
12	13,730	14,500	15,279

M.A.

<u>STEP</u>	<u>1974-75</u>	<u>Bd. Offer 1975-76</u>	<u>Federation Request</u>
1	\$ 9,260	\$ 9,300	\$10,249
2	9,475	9,400	10,819
3	10,090	10,200	11,388
4	10,430	10,600	11,957
5	11,010	11,200	12,527
6	11,470	11,700	13,096
7	11,930	12,200	13,666
8	12,510	12,700	14,235
9	12,950	13,800	14,804
10	14,135	14,000	15,373
11	14,275	14,300	15,943
12	14,885	15,000	16,513

It may be noted that the foregoing schedules provide a uniformity of progression desired by both parties.

The Union has introduced a number of exhibits showing comparable salaries in various Michigan districts and another

listing of Saginaw County districts alone. I have used the latter as a more pertinent guide. The Bachelor's minimum varies from \$8,800 to \$9,633 with a median of \$9,123. Bachelor's maximum runs from \$13,759 to \$15,886 with a median of \$14,725. Master's minimum varies from \$9,300 to \$10,500, with a median of \$9,932 and Master's maximum from \$14,623 to \$17,917 with a median of \$16,410. The 1974-75 comparisons of thirteen Saginaw County districts show Hemlock second from last in both Bachelor's minimum and maximum, tenth at Master's minimum, and ninth at Master's maximum.

It is further noted that in the last formal salary offer made by the Board for the current school year, the difference between Bachelors and Masters ranges from \$200 to \$1,100 within the twelve steps. The average differential is \$608.

Noting that the 1974-75 percent of change in the Consumer's Price Index for the Detroit area is over 9%, the Union feels that its salary proposal is reasonable and should be adopted.

The Board points out that it has already assumed payment of the teachers' retirement costs, which automatically allows the teacher an additional 5% in income.

The Board has introduced exhibits listing eleven Saginaw County school districts and two Gratiot County schools surrounding Hemlock with memberships ranging from 1,537 to

19,594. The school population in Hemlock is 2,199. In membership it rates ninth among the fourteen.

For the year 1974-75 the Hemlock beginning Bachelors salary of \$8,550 rated well with the City of Saginaw's \$8,928 at the top of the group when the retirement factor is deducted.

The district ranked ninth in Bachelor's maximum as well. Its salary of \$13,730 was somewhat under \$1,000 less than that paid by Saginaw when the retirement factor is deducted.

The district was eighth in Masters' maximum at \$14,885 compared to the City of Saginaw's \$16,606.

The 1975-76 offer made by the district to the Federation puts Hemlock in the eleventh place in the beginning Bachelors salary, and in seventh place in the Bachelor's maximum. It is twelfth place in the beginning Masters salary, and tenth in the Master's maximum.

A report from the Michigan Association of School Boards as of October 6, 1975, discloses that the average 1975-76 B.A. minimum in Region 4 is \$9,218, including a 3.4% increase. The median is \$9,200. The average 1975-76 B.A. maximum is \$14,386, including a 4.09% average increase. The median is \$14,400.

In the Master's category, the minimum is \$9,970, with

an increase of 3.52% and the average median \$9,950. The average 1975-76 M.A. maximum is \$15,945, including a 4.12% increase, and the median of \$15,606.

I have also requested and upon receipt have reviewed extensive two-year proposals from both the Board and the Union. The Board steadfastly maintains that any two-year settlement should not exceed 11% which includes the cost of any fringe benefits. The Union offers a two-year proposal based on its one-year proposal for the first year to be adjusted by a factor equal to the cost-of-living increase in the second year. The increase should not exceed 10%, nor fall below 6%.

Upon the foregoing facts and proposals and in view of the lateness of the hearings and the subsequent reports, I am making my recommendations based on a two-year proposal. It should be noted that my recommendations in the economic areas are based on the desires expressed by both parties and on the facts presented at the hearing. The package is complete as presented. I urge both parties to review the recommendations and not attempt to fragment it.

The Federation argues that the Board's schedule is inconsistent in the progression from first to twelfth step. There should be uniformity in progression. Further, some teachers would be faced with a reduction in pay, while for

others the increases are infinitesimal.

The Board points out that the Union's proposal is similarly defective in uniformity of progression. The steps range from 5% to 6% to 7% with no apparent formula upon which the progression is based. The Board does not claim that it is financially unable to pay the increases in salaries, but it insists that its salary schedules should continue in proportionate standing with those of the other districts in the area.

Further, the Board argues that the cost of the increment should be assessed against the total settlement. The Union argues that increments are not proper assessments in settlements with school districts and the weight of authority, including the Federal Government's as expressed by the Cost-of-Living Council under the Wage-Price Freeze, supports the Union's argument. In this matter, I am persuaded in part by the arguments of the Union. The increment costs are not proper assessments towards a total overall economic settlement. However, if the Union desires an increase in the increment, then the actual difference between the present increment and the improved increment is a proper assessment towards the settlement.

The Federation has also asked that new vertical columns be included in the salary schedule at 15 hours above the

current column schedules. The Board has opposed the proposal.

The Federation's request for intermediate columns is worthy of consideration and in part should be adopted. I would suggest that a new column be based upon a Bachelors degree plus permanent certificate plus five hours. I further suggest that a two-year contract be executed with the new intermediate step inserted in the second year of the contract. I propose a schedule for 1975-76 as follows:

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>
1	9,100	9,828
2	9,464	10,213
3	9,828	10,598
4	10,283	10,983
5	10,738	11,529
6	11,193	12,075
7	11,739	12,621
8	12,285	13,167
9	12,831	13,804
10	13,468	14,441
11	14,105	15,078
12	14,742	15,715

The schedule for 1976-77 would include the intermediate schedule:

<u>STEP</u>	<u>B.A.</u>	<u>B.A. PERM.CERT. + 5 hours</u>	<u>M.A.</u>
1	9,484	9,867	10,250
2	10,006	10,412	10,817
3	10,528	10,956	11,384
4	11,050	11,501	11,951
5	11,572	12,045	12,518
6	12,094	12,589	13,085
7	12,616	13,134	13,652
8	13,138	13,679	14,219
9	13,660	14,223	14,786
10	14,182	14,768	15,353
11	14,704	15,312	15,920
12	15,226	15,857	16,487



It goes without saying that 1975-76 salaries are payable retroactively to the commencement of the school year.

The Federation has asked that a longevity payment of 2-1/2% of the teacher's salary be paid in the fifteenth year of service. I concur to the extent that 2-1/2% of the teacher's salary should be paid beginning in the fifteenth year of service with the Hemlock School District, retroactively effective as of the beginning of the 1975-76 school year.

I recommend that dental insurance, both basic and orthodontic, be provided to all teachers without cost to the teachers as soon as can be reasonably implemented by the Board, but no later than February 1, 1976.

I make this recommendation in view of the fact that insurance benefits cannot be made retroactive to September 1st. I have recognized the sincere effort by the Union and the Board to begin school without interruption to the extent where the teachers have returned to work without any salary increases including increment. Therefore, I am recommending that the orthodontic plan be implemented when the basic dental plan is selected.

I recommend that life insurance be increased to \$10,000 per teacher as of February 1, 1976, and further increased to \$15,000 per teacher as of September 1, 1976, with premiums fully paid by the Board.

There is currently no such position as Director of the Middle School Band; I am informed that a teacher has undertaken that obligation, although without compulsion or direction by the Board. There are no such positions as volleyball coaches for girls of seventh and eighth grades.

I make no recommendation as to these positions. It appears to me that the Board has the sole prerogative in determining whether it wishes such positions created. If, during the term of the contract, the Board authorizes the creation of any such positions, then the salary payable therefor shall be subject to mutual negotiation.

The Federation asks that a due process/just cause clause be included to protect probationary employees from dismissal. The Board does not wish to be limited in termination of probationary employees except as it is restricted under the Statutes of this State.

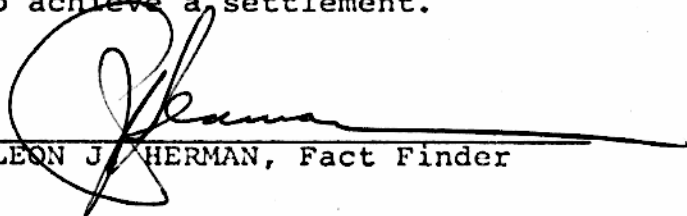
I suggest that the Board may terminate probationary teachers at will, provided that the Federation may grieve if it can show that the Board acted arbitrarily, capriciously or whimsically.

The Board has asked that a no strike clause be included in the Agreement. The Federation does not contend that it has the right to strike, nor does it seek such right. I have no doubt it will agree to a restriction upon strikes in sub-

stantially the following form:

The Federation and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Federation and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Federation therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slow-down or stoppage of work, boycott, picketing or similar interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

I am persuaded that the foregoing proposals should provide a substantially common meeting ground upon which both parties can resolve their differences and proceed with the business of running the school. I urge them to act upon these proposals at the earliest possible moment. I wish to extend my sincere thanks to the members of both teams for their cooperation and sincere effort to achieve a settlement.



LEON J. HERMAN, Fact Finder

Southfield, Michigan  
December 11, 1975