

1243

9/19/69 / 51 FF

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of
Hillman Public Schools

-and-

Hillman Education Association

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS

On August 22, 1969 the undersigned, Leon J. Herman, was appointed by the Employment Relations Commission as its hearing officer and agent to conduct a fact finding hearing relevant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Commission's regulations. Accordingly, and upon due notice, a hearing was scheduled and held on September 8, 1969 at Hillman School, Hillman, Michigan.

James Maatsch, Attorney; Wayne Meeker, Superintendent; Allen Switzer, High School Principal; Marian E. Farrier, Secretary and Ronald E. Woods, President, represented the Board of Education.

Maurine Wyatt, MEA Field Representative; Gordon Pfeiffer, HEA Chairman; T. D. Brooks, HEA President; H. D. Clink, Larry Lindquist, Verna Hamilton, Larry Briggs and Beverly Cordes appeared on behalf of the Association.

Hillman Public Schools

The teachers in this system had voted to withhold their services and refused to return to work until a contract had been agreed upon. By the close of the hearing a tentative agreement had been reached and approved by the Board. The Association negotiating committee also approved the proposed agreement and agreed to urge its adoption by the 23 teachers in the system.

Because a number of new elements have been introduced into the contract, the parties asked that the fact finder issue a report restating the items in dispute which had been compromised. I recommend that all the matters of agreement be approved by the parties.

Instead of a two column salary schedule, the parties agreed on an eleven step schedule in three categories: Bachelor, Bachelor plus fifteen and Master's. The beginning Bachelor's salary is \$6800 increasing in eleven years to \$9600. The Bachelor plus fifteen salary begins at \$7000 increasing in eleven years to \$9800. The Master's salary begins at \$7200 and goes up to \$10,200. A copy of the proposed salary schedule is attached hereto.

It was further agreed that all teachers hereafter hired must obtain a permanent teaching certificate within five years, and that failing to do so, their salary shall be frozen at the fifth step of the Bachelor's schedule.

As to fringe benefits, the Board has agreed to pay \$15 per month per teacher to apply to health insurance. Should a teacher not require such insurance, she may apply it to other insurance.

The Board presented an arbitration package culminating in binding arbitration under the auspices of the American Arbitration Association. I attach a copy hereto. The Board's proposal is substantially in customary form and I recommend that it be adopted.

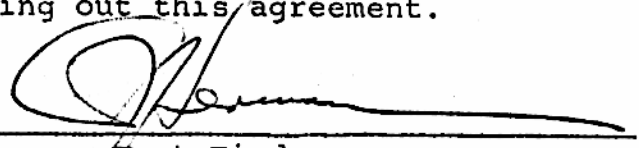
In exchange the Association has agreed to the inclusion of a provision providing that the teachers will not strike or withhold their services during the period of the contract.

The contract is to run for two years, with provision for re-opening after the first year for negotiation of salaries and insurance and for no other purposes.

The Association desired an agency shop provision included in the contract. However, since all 23 members of the school system are also members of the Association, it is hardly a necessity for securing payment of Association costs and the Association has agreed to waive this provision.

There is to be no change in extra duty pay except that driver training shall be 85% of state reimbursement and the teacher who handles choir shall be paid \$675.

The Board, the Association negotiators and their representatives were cooperative in negotiation and sincere in their desire to effect a new contract and reopen the schools. I want to thank them for their efforts in working out this agreement.


Fact Finder

Southfield, Michigan

September 9, 1969

SALARY PROPOSAL - 1969-70

Hillman Board of Education

<u>Steps</u>	<u>DEGREE</u>		
	<u>BA/BS</u>	<u>BA/BS + 15</u>	<u>MA/MS</u>
1	\$6,800.00	\$7,000.00	\$7,200.00
2	7,080.00	7,280.00	7,500.00
3	7,360.00	7,560.00	7,800.00
4	7,640.00	7,840.00	8,100.00
5	7,920.00	8,120.00	8,400.00
6	8,200.00	8,400.00	8,700.00
7	8,480.00	8,680.00	9,000.00
8	8,760.00	8,960.00	9,300.00
9	9,040.00	9,240.00	9,600.00
10	9,320.00	9,520.00	9,900.00
11	9,600.00	9,800.00	10,200.00

NON-DEGREE

Hours away from a degree and / or a certificate.

<u>Hours Away</u>	<u>Salary</u>	<u>Hours Away</u>	<u>Salary</u>
1	\$6,780.00	17	\$6,460.00
2	6,760.00	18	6,440.00
3	6,740.00	19	6,420.00
4	6,720.00	20	6,400.00
5	6,700.00	21	6,380.00
6	6,680.00	22	6,360.00
7	6,660.00	23	6,340.00
8	6,640.00	24	6,320.00
9	6,620.00	25	6,300.00
10	6,600.00	26	6,280.00
11	6,580.00	27	6,260.00
12	6,560.00	28	6,240.00
13	6,540.00	29	6,220.00
14	6,520.00	30	6,200.00
15	6,500.00		
16	6,480.00		

SUGGESTED GRIEVANCE PROCEDURE

Paragraph A: A grievance shall be an alleged violation of the expressed terms of this contract (or written board policy).

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- (a) The termination of services of or failure to re-employ any probationary teacher.
- (b) The placing of a non-tenure teacher on a third year of probation.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

Paragraph B: The Association shall designate _____ representatives per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.

Paragraph C: The term "days" as used herein shall mean days in which school is in session.

Paragraph D: Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract (or the written board policy) alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Paragraph E:

Level One- A teacher believing himself wronged by an alleged violation of the express provisions of this contract (or written board policy) shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

LEVEL FOUR:

Individual teachers shall not have the right to process a grievance at Level Four.

A. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within 10 days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to presumptorily strike not more than three, from the list of arbitrators.

B. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

C. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.

D. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of board policy, no review non-renewal nor new assignments of extra duties for extra pay as outlined in schedule B.

If any grievance award shall include back pay, his award shall not extend more than thirty days prior to the date of the Level One Conference.

E. Grievances of similar nature may not be considered except upon express written mutual consent.

F. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.