

1309

-FF Kalamazoo City School District

11/6/69

1969

K

156

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of

THE SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO

-and

THE KALAMAZOO CITY
EDUCATION ASSOCIATION

Michigan Department of Labor
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

On September 10, 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 the matters in dispute between the above parties, pursuant to Section 25 of Act 176 of Public Acts of 1939 as amended, and the Commission's regulations. Accordingly, and upon due notice hearings were scheduled and held on October 3, 18, 19 and 23, 1969 at the Board of Education Administration Building, 1220 Howard, Kalamazoo, Michigan.

Robert A. Huston, Attorney; Reed H. Hagen, Deputy Superintendent, Philip Martinez, Director of Personnel; Donald E. Owen, Assistant Personnel Director; Robert A. DeYoung, Administrative Assistant for Federal Programs; James Percich, Assistant Principal, Hillside Junior High School, and Loyal A. Eldridge, Attorney, represented the Board of Education.

Charles J. Alexander, Executive Director; Arthur Markle, President; Neil M. VanLoo, Aneta Buchanan, Gerald Hollowell and James Teske appeared on behalf of the Association.

Kalamazoo; School District of the City of

This school system employs approximately 900 teachers and has a population of some 20,000 students. The parties have been negotiating for a long time, but at the time the hearings in fact finding commenced they were apart on a great number of items. Many of these items involved differences in the language of the contract which did not meet the requirements of both sides. By dint of patient and intensive negotiation all items were resolved during the hearings to their mutual satisfaction with the exception of the following: 1) \$25 per hour for graduate study; 2) retroactivity of the contract; 3) excusing teachers from attendance when the buses do not run; 4) mileage reimbursement; 5) severance pay; 6) full credit for returning teachers; 7) salaries; 8) insurance; 9) agency shop.

1. The Association asks that each teacher be allowed \$25 per hour for each hour of graduate study. The Board has rejected the proposal unless the Association evaluates the cost involved and reduces the salary scale proportionately.

A certain number of hours of graduate study are required in order to obtain a permanent teaching certificate. An increase is automatically granted when the teacher obtains a Master's degree and again when the teacher reaches Master plus 30 hours. There is one Ph.D. in the system and he also receives a higher rate in accordance with the degree he has attained. The Association's proposal would require payment at intermediate stages, which I can not recommend. It would seem to me that the money required for such a program is better applied to the salary index. I recommend that the present formula of increases for graduate work be maintained.

2. There appears to be no material dispute between the parties as to retroactivity. I recommend that any contract concluded between the parties be made retroactive to the beginning of the school year in August, 1969.

3. The Association suggests that when buses do not run due to inclement weather, it may be automatically assumed that the teachers also can not reach the school. It is proposed that the teachers not be required to attend school when the buses do not run. The Board has refused to agree to this proposal.

The Board's policies and procedures with respect to certified personnel make provision for absence due to inclement weather. They provide that when road conditions, weather or other acts of God make transportation impossible, personnel shall contact the person to whom they are responsible and report for work as soon as conditions clear. When in the judgment of the administration an employee's absence is due solely to dangerous road conditions, foul weather or other acts of God, a pay deduction shall not be made.

I believe that the Board's stated policy is fair to the teachers and gives the administration adequate control in the type of situation involved. I therefore recommend that the previous policy be continued without change..

4. The Association asks that itinerant teachers be paid 10¢ per mile. The previous practice has been to pay \$30 per month for such teachers and the Board wishes to continue this practice. The Board contends that mileage reimbursement would require involved and expensive bookkeeping which it does not wish to undertake. It further contends that the average teacher is better reimbursed at \$30 per month than he would be on a mileage basis.

I doubt whether the difference between the two parties is of serious importance. Assuming an average of 20 school days per month, \$30 per month would be equivalent to 15 miles per day at 10¢ per mile. While this may be less than some of the teachers actually travel, I suspect that most teachers will travel no more and probably less than 15 miles per day from their initial place of employment to other places in the school system. I therefore recommend that the \$30 per month practice be continued.

5. Severance pay: The Association asks that the Board pay a severance pay of \$500 on retirement of a teacher after 15 years of service with the system. The Board has rejected the proposal.

The proposal appears to be of no great urgency at the moment as there is no report of any teacher planning to retire during the current school year. This severance pay proposal would be in addition to payments already made into the pension fund. I do not recommend a severance pay provision at this time.

6. Full credit for returning teachers: This provision appears to present no problem between the parties. The present procedure seems to be one that both parties feel they can live with and I recommend that it be continued.

7. Salaries. During 1968-69 the salary scale for Bachelors was from \$6500 to \$10,660; for Masters \$7020 to \$12,025; for Masters plus 30 hours \$7540 to \$12,545; and for Ph.D. \$8060 to \$13,065. There is only one Ph.D. in the system.

The Association asks a starting salary of \$7400 for Bachelors, \$8066 for Masters, \$8732 for Masters plus 30 hours, and \$9398 for the doctorate. The Board has countered with a proposal of \$7100 for Bachelors, \$7739 for Masters, \$8378 for Masters plus 30, and

\$9017 for doctorate. Both proposals are predicated upon a new salary index which has been proposed for 1969-70.

The Association points out that salaries in the twenty largest school districts in the State range from \$7200 to \$7500 for beginning Bachelors and \$7630 to \$8500 for beginning Masters, with an average of \$7401 and \$7936 respectively.

The Board points out that its salary proposal is based upon settlements made in the surrounding area, where the type of industry and the population income is more homogeneous than if taken throughout the State. It points out that its proposal is in line with Portage and Parchment where \$7000 was agreed upon, Battle Creek with \$7100, and Comstock with \$7200.

I agree with the Board that salaries should be determined on regional rather than statewide factors. I also believe that Kalamazoo can well pay the higher of the going rates in the area. I therefore recommend that the Board pay a beginning Bachelors salary of \$7200. To ease the financial burden, I further recommend that the salary schedule be computed on the 1968-69 index rather than on the newly proposed index. This salary schedule compares favorably with comparable cities outside this area, such as Grand Rapids and Saginaw. It should not be influenced by the settlements in the Detroit industrial corridor which, to my mind, is an area of distinct composition with automotive, industrial and commercial constituents not relevant to the Kalamazoo area. This proposed salary schedule should approximate a 10% increase for the teachers in the system which, together with the annual increment, would make for a substantial increase in income for each teacher.

The Association also asks that nurses and librarians be treated on a par with teachers. The nurses are on a similar salary schedule presently, but at 75% or 90% of the Bachelor's base. I recommend that they be continued on the same percentage basis and on the same index.

Librarians have been paid upon the same basis as teachers, plus a 14% increase to compensate for 12 months of working time. The Board has asked that this be reduced to 10%.

I see no justification for the reduction and recommend that the librarian salaries continue at the 14% increase to compensate for the longer working year. Increases in salary otherwise shall conform to the teacher index in the same manner as was heretofore done.

Both parties have proposed changes in the extra pay for extra duty schedule. Some of the Board's proposals are higher than those proposed by the Association. Overall there is no great difference between them. The Board's proposal seems to be objectively determined and I recommend that it be adopted.

8. Insurance. The Association asks for health, life and accident insurance to be paid by the Board. The past practice has been to pay \$160 per year per teacher, which the Board has offered to increase to \$180.

I recommend that the Board pay \$200 per year per teacher to be applied toward MEA Super Medical Plan with options.

I make no further recommendations with respect to insurance because the cost of the Association package is so high that it would be an impossible burden for the administration to assume.

9. Agency shop. The Association has asked that the Board agree to an agency shop which all teachers must join or to which they must contribute. The Board is adamantly opposed to an agency shop, although it has suggested as an alternative that it will collect the dues and contributions from the instructors and pay such collections to a charity of the teachers' choice. It insists that as a matter of educational and business philosophy it is adamantly opposed to an agency shop. It feels that teachers should have freedom of choice and that when a teacher is hired, it should be an entirely voluntary decision on his part whether he will pay dues or contributions or would refrain from doing so.

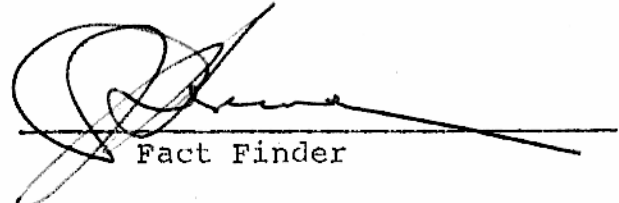
I suggest that the Board is entirely out of step with modern times in its position. The tendency today throughout the State and throughout many other states is to agree to the institution of an agency shop. It permits the Association to act as a recognized and supported representative of the teachers. It requires teachers who are not members to pay at least part of the expense of the negotiations which the agency undertakes on their behalf as well as on behalf of those who are among its members. The agency shop has become a basic and essential part of industrial relations and should not be denied because of some anachronistic philosophy. The cost of administration is not a major factor, since the Board has conceded its willingness to make the pay deductions for charity. Having recognized the Association as the bargaining representative of the teaching staff, the Board should facilitate such recognition by deduction of dues and fees for remittance to the Association. The practice is almost universal in industry. It is gaining in acceptance in the public schools. The Board should conform to the trend.

On the other hand, I agree that the agency shop is a new development in teacher - administration relations. It would be unfair to force the payments upon teachers who, after years with the system, suddenly find that they must pay out of their salaries monies which they begrudge and which they feel they should not need to pay to keep their jobs. I recommend that such teachers should be grandfathered rather than compelling them to pay dues or administrative contributions.

I further recommend that any teacher who is a member of the Association at the present time must remain a member of the Association in good standing and must pay dues, which the Board should deduct from salaries and forward to the Association. Such membership shall be a condition of continued employment. Every teacher hereafter hired shall be required to join the Association or agree to pay the equivalent of dues to the Association and agree to a payroll deduction for such purpose. New teachers shall be allowed 30 days after their employment to either join the Association or consent to a payroll deduction equivalent to Association dues.

Strangely enough, there is a provision common to practically all agency shop agreements which the Association refuses to approve. I refer to the indemnity clause which all contracts have and should have. The Board is deducting dues and fees as salaries on behalf of the Association as its agent and at its request. It should not have to assume any risk of loss for such deductions. I recommend that as part of the agency shop provision that the Association agree to indemnify the Board and save it harmless all claims, lawsuits or other liabilities that may arise as the result of the Board's deducting dues and remitting them to the Association.

Dated: Southfield, Michigan
November 6, 1969


Fact Finder